



## **Town of Chino Valley**

# **MEETING NOTICE TOWN COUNCIL AGENDA**

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**STUDY SESSION  
TUESDAY, JULY 12, 2022  
5:00 P.M.**

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

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*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; ROLL CALL**
- 2.** Presentation and discussion by Matrix Design Group regarding the General Plan Process. (Laurie Lineberry, Development Services Director)
- 3.** Discussion regarding the new process for festivals and events within the Town limits. (Laurie Lineberry, Development Services Director and Cyndi Thomas, Community Services Manager)
- 4.** Discussion regarding the creation of a Building Advisory Board. (Laurie Lineberry, Development Services Director)
- 5.** Discussion regarding camping within Town limits. (Will Dingee, Senior Planner)
- 6. ADJOURNMENT**

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**REGULAR MEETING  
TUESDAY, JULY 12, 2022  
6:00 P.M.**

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

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**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**

**2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a. Presentation of special recognition to volunteers Koby Scherer and Ryan Hannon, who were instrumental in the design and installation of the Town's new Executive Disc Golf Course, presented by Scott Bruner, Special Projects Manager and Cyndi Thomas, Community Services Manager. (Terri Denemy, Assistant to the Town Manager)
- b. Presentation and update by the Chino Valley Area Chamber of Commerce. (Lorette Brashear, Chamber President/CEO)
- c. **Pg.5** Presentation and discussion regarding a Water and Sewer Capacity Analysis on Road 2 North. (Frank Marbury, Public Works Director/Town Engineer)

**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 encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.*

**4. CURRENT EVENT SUMMARIES AND REPORTS**

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager 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. **Pg.11** Consideration and possible action to award a Professional Services Contract to Matrix Design Group, Inc., to rewrite the Town's General Plan for an amount not to exceed \$300,000. (Laurie Lineberry, Development Services Director)
- b. **Pg.103** Consideration and possible action to approve the Green Acres Minor Subdivision Final Plat to divide approximately 15 acres into three 5-acre parcels located on the north side of Center Street approximately 1000' east of the intersection of Road 1 East and East Center Street. (Will Dingee, Senior Planner)
- c. **Pg.107** Consideration and possible action to award a Professional Services Agreement (PSA) for design and post design services for the Community Development Block Grant (CDBG) Senior Center Kitchen and Parking Lot Renovation Project to Michael Taylor Architects, Inc. in an amount not to exceed \$45,000. (Terri Denemy, Town Manager's Office)
- d. **Pg.129** Consideration and possible action to approve the amendment to the existing Medical Marijuana Protected Development Right Site Plan, PDR16-003, for PV Growers to allow for a reduction in the square footage of greenhouses and the addition of a processing/drying building. (Will Dingee, Senior Planner)
- e. **Pg.135** Consideration and possible action to approve Resolution No. 2022-1218 to accept the Heritage Pointe Subdivision Phase 3 street and public infrastructure improvements subject to a two-year warranty period. (Frank Marbury, Public Works Director / Town Engineer)
- f. **Pg.145** Consideration and possible action to adopt Resolution No. 2022-1204, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2022-2023, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Administrative Services Director)

## 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. **Pg.151** Public Hearing and consideration and possible action to approve Ordinance 2022-920 amending the Town of Chino Valley Unified Development Ordinance by amending certain provisions of Chapter 2 related to the meaning of words and terms, and certain provisions of Chapter 4 related to guest houses.(Laurie Lineberry, Development Services Director)

**Recommended Action:** (i) Hold Public Hearing (ii) Approve Ordinance No. 2022-920

- b. Pg.167** Consideration and possible action to approve Resolution 2022-1217, repealing Resolution 18-1124, and fixing and setting the annual compensation for the offices of Mayor and Councilmember at \$9,000 and \$6,000, respectively, effective as of the first regularly scheduled meeting in December 2022. (Terri Denemy, Assistant to the Town Manager)

**Recommended Action:** Approve Resolution 2022-1217, repealing Resolution 18-1124 dated June 26, 2018, and fixing and setting the compensation of Mayor and Councilmembers at \$9,000 per year and \$6,000 per year, respectively, which shall become effective at the beginning of a new term.

## 7. ADJOURNMENT

Dated this 7th day of July, 2022.

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 Public Library and Town Clerk's Office.

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

Click to join webinar: <https://us02web.zoom.us/j/82819522800>  
 One tap mobile : US: +12532158782,83455013925# or +13462487799,83455013925#  
 Telephone: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)  
 Webinar ID: 828 1952 2800

### 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

2. c.

**Meeting Date:** 07/12/2022  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
 Phone: 928-636-7140 x-1226  
**Department:** Public Works  
**Estimated length of Staff Presentation:** 10 minutes  
**Physical location of item:** East Road 2 North

### AGENDA ITEM TITLE:

Presentation and discussion regarding a Water and Sewer Capacity Analysis on Road 2 North. (Frank Marbury, Public Works Director/Town Engineer)

### SITUATION & ANALYSIS:

The Town currently has no master plan for water and sewer systems. There has been significant development and proposed development along Road 2 North Corridor. Part of the development process involves the Town providing a commitment to serve when Town utilities are provided. Public Works is proposing to conduct a capacity analysis for the water and sewer systems associated with the proposed developments along Road 2 North to ensure the existing lines can serve not only the current customers, but also the future development needs.

The analysis will consider the amount of all of the proposed developments. The existing water and sewer systems will be analyzed to determine if the pipe sizes are adequate to serve all of the known developments. Future capacity, if any, will also be determined. Staff will be able to keep track of commitments to the system. Once the capacity of the system is reached, additional pipes or replacement of existing pipes with new ones of larger sizes may be needed.

This study will be incorporated into the larger master plan documents when the plans are created. The cost of the study falls below the threshold required for advertised bids and Council action.

### Attachments

Road 2 north Analysis Proposal



May 5, 2022

Town of Chino Valley  
1982 Voss Drive  
Chino Valley, Arizona 86323

Sent Via Email: [FMarbury@Chinoaz.net](mailto:FMarbury@Chinoaz.net)

**ATTN: Frank Marbury, Public Works Director**

**RE: Proposal for Road 2 N Water and Sewer Extension  
Civiltec Proposal No. PP22018.00**

Dear Mr. Marbury,

*Civiltec engineering, inc. (Civiltec)* appreciates the opportunity to provide professional engineering services to The Town of Chino Valley (Client) for the above referenced project. We understand this project is for the review and sizing of potential water and sewer line extensions in Chino Valley, Arizona. The project will consist 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.

The potential service area is shown on Attachment B included with this proposal and is generally limited to the area bound by Juniper Road to the south, N. Road 1 East to the west, Perkinsville Road to the north and the Santa Cruz Wash to the east.

## SCOPE OF SERVICES

Based on our project understanding and professional experience, we have identified the following scope of services.

### Phase 1. Service Area Evaluation

Civiltec will review the potential service area for the Road 2 North utility extensions, estimate the potential demands for the area, model the impacts on the existing systems and evaluate the required line sizing to provide service to the study area. The evaluation is for water and sewer line sizing only and does not include water storage, additional well development, wastewater treatment plant upgrades, or other Town-wide system improvements that may be required to accommodate the Road 2 North service area.



### **Task 1 – System Demands**

Civiltec will review the existing infrastructure, prepare an area utility backbone infrastructure map and evaluate the potential water and sewer demands for the service area.

### **Task 2 – System Modeling**

Civiltec will input the projected area demands into the existing water and sewer model developed with the Old Home Manor Integrated Water Master Plan to identify the required line sizing for the service area. A water and sewer line sizing memo will be developed to identify the line sizing options and the potential for oversizing to include potential additional service connections to the study area lines. *Civiltec* will meet with Town Staff to review the modeling results, line sizing and the potential for oversizing the water and sewer lines.

### **Task 3 – System Exhibit**

After concurrence with Town Staff on the line sizing options from Task 2, *Civiltec* will prepare schematic drawings for the improvements based on the Town's GIS and aerial imagery, which will be used as backgrounds for the water and sewer line alignments. *Civiltec* will meet with the Town to discuss the potential alignments prior to preparing the memo and costs per Task 4.

### **Task 4 – Summary Memo and Costs**

Civiltec will estimate the costs for each alignment as identified in Task 3 and prepare a brief summary report of the modeling, alignments and costs as the final deliverable for the study. The alignment drawings will be included in the summary report for the study.

## **SCHEDULE**

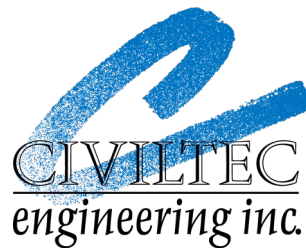
Civiltec is available to commence this project immediately. Based on the scope of work described previously, we require approximately 8 to 12 weeks to complete this project.

## **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.

**Fee Estimate for Professional Services..... \$38,816.00**

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.



## STANDARD TERMS AND CONDITIONS

Unless otherwise indicated, **Civiltec** will provide the services as described using a Town of Chino Valley contract or purchase order.

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.**

A blue ink signature of Richard E. Aldridge, consisting of stylized initials 'R.E.A.' followed by a horizontal line.

Richard E. Aldridge, PE, MBA ([raldridge@civiltec.com](mailto:raldridge@civiltec.com))

Principal Engineer / Branch Manager

Attachment(s): A – **Civiltec** Breakdown of Hours and Fees  
B – Road 2 North Water and Sewer Service Area

W:\Proposals\2022 Proposals\Prescott\PP22018.00-TofCV-Road 2 N Water and Sewer Extension\Proposal\DRAFT PP22018.00-TofCV-Road 2 N Water and Sewer Extension.docx

PP22018.00-TofCV-Road 2 N Water and Sewer Extension

ATTACHMENT A

Time and Fee Estimate

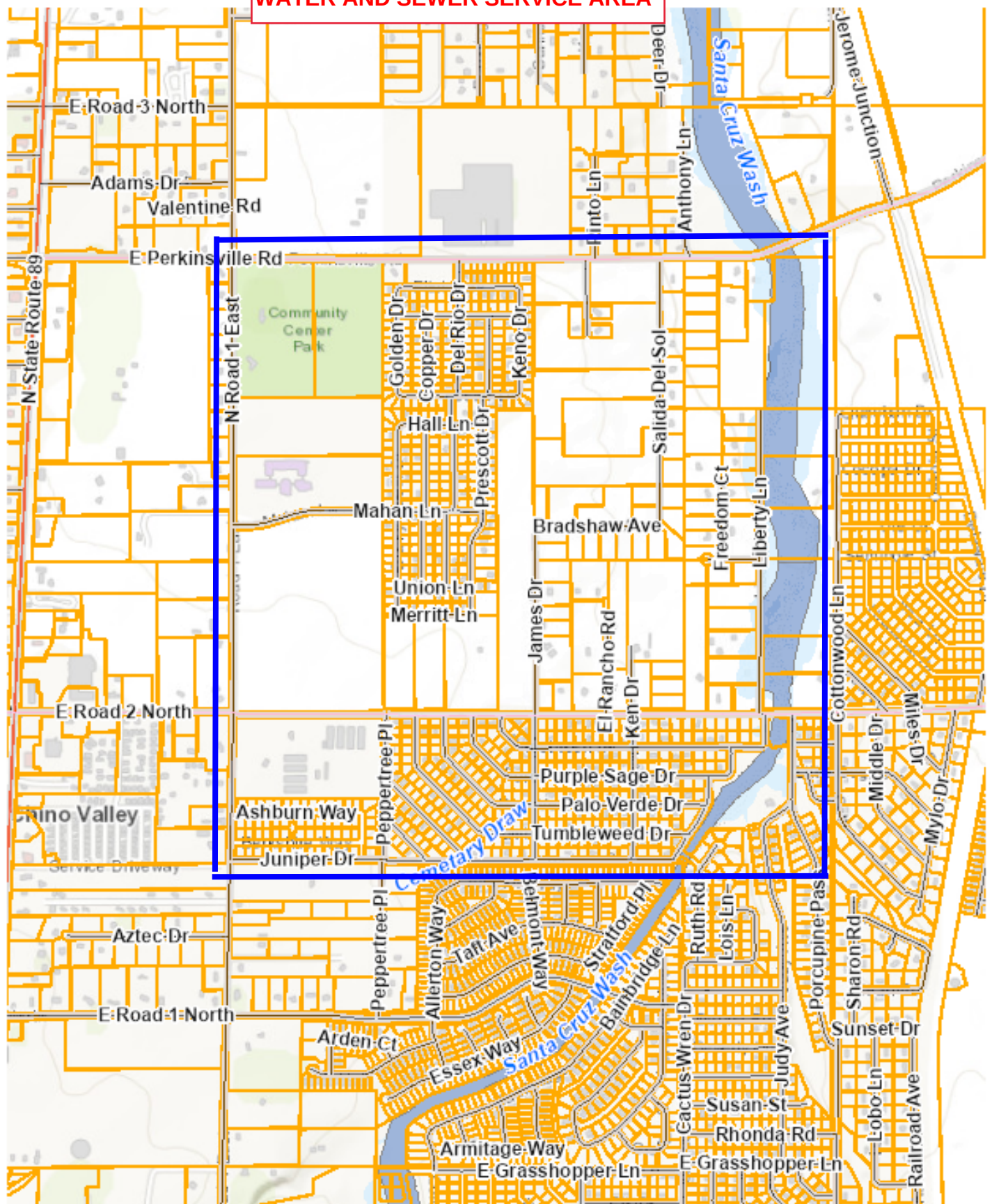
Date: May 5, 2022

| Scope of Work                            | HOURS BY<br>PIC<br>\$ | HOURS BY<br>PM<br>\$ | HOURS BY<br>SrE<br>\$ | HOURS BY<br>D<br>\$ | HOURS BY<br>Admin<br>\$ | TOTAL<br>COST       |
|------------------------------------------|-----------------------|----------------------|-----------------------|---------------------|-------------------------|---------------------|
| <b>Phase 1 - SERVICE AREA EVALUATION</b> |                       |                      |                       |                     |                         | <b>\$ 38,816.00</b> |
| Task 1 - SYSTEM DEMANDS                  |                       | 27                   |                       | 40                  |                         | \$ 10,423.00        |
| Task 2 - SYSTEM MODELING                 | 1                     | 2                    | 60                    |                     |                         | \$ 11,321.00        |
| Task 3 - ALIGNMENT EXHIBITS              |                       | 4                    |                       | 44                  |                         | \$ 6,608.00         |
| Task 4 - SUMMARY MEMO AND COSTS          | 2                     | 28                   | 8                     | 24                  | 2                       | \$ 10,464.00        |
| <b>HOURS</b>                             | <b>3</b>              | <b>61</b>            | <b>68</b>             | <b>108</b>          | <b>2</b>                | <b>242</b>          |
| <b>BUDGET</b>                            | <b>\$ 609.00</b>      | <b>\$ 11,529.00</b>  | <b>\$ 12,172.00</b>   | <b>\$ 14,364.00</b> | <b>\$ 142.00</b>        | <b>\$ 38,816.00</b> |

PIC = Principal Engineer  
SrE = Senior Engineer  
PE = Project Engineer  
D = Designer  
DR = Drafter  
CO = Construction Observer  
1MS = One Person Survey Crew

PM = Project Manager  
PrEE = Principal Electrical Engineer  
SE = Staff Engineer  
DD = Designer/Drafter  
Admin = Administrative Assistant/Clerical  
SM = Survey Manager  
2MS = Two Person Survey Crew

**PP22018.00 TOCV ROAD 2 NORTH  
WATER AND SEWER SERVICE AREA**



*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. a.

**Meeting Date:** 07/12/2022  
**Contact Person:** Laurie Lineberry, Development Services Director  
 Phone: 928-636-4427  
**Department:** Development Services  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Contract to Matrix Design Group, Inc., to rewrite the Town's General Plan for an amount not to exceed \$300,000. (Laurie Lineberry, Development Services Director)

### RECOMMENDED ACTION:

Approve the Professional Services Contract to Matrix Design Group, Inc., for rewriting the Town's General Plan for an amount not to exceed \$300,000.

### SITUATION AND ANALYSIS:

Staff prepared the Request For Proposals (RFP) document for the Town of Chino Valley General Plan Rewrite earlier this year, which was vetted by the Town Attorney. On March 11<sup>th</sup>, the RFP was released to the public through a number of city planning and town management organizations websites, along with notice in the Prescott newspaper. The proposal submittal deadline was April 26<sup>th</sup>. An internal team of six individuals were chosen to help review, analyze, and select the preferred consulting team for the project. This team included the following: the Development Services Director, the Senior Planner, the Town Manager, the Police Chief, a Town Council member, and a Planning Commission member. The team members read, reviewed, and rated the proposals. Interviews were scheduled for the week of June 6<sup>th</sup> where each consulting team had two hours to present and answer questions posed by the Interview Team. After the interviews, the Interview Team gathered and discussed the merits of each team, along with rankings in each evaluation criteria area, and selected Matrix Design Group, Inc. as their preferred consulting team.

Attached you will find:

1. Proposed Contract with Matrix
2. Martix's Work Plan & Project Schedule

### Fiscal Impact

**Fiscal Impact?:** y

**If Yes, Budget Code:** 05-90-5548

**Available:** 300,000

**Funding Source:**

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**Attachments**

Contract with Matrix

Matrix - Work Plan

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MATRIX DESIGN GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of July 12, 2022, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Matrix Design Group, Inc., a Colorado corporation (the “Consultant”).

**RECITALS**

A. The Town issued a Request for Proposals, “General Plan Rewrite Project” (the “RFP”), a copy of which is on file in the Town’s Development Services Department and incorporated herein by reference, seeking proposals from consultants for the development of an entirely new General Plan (the “Services”).

B. The Consultant responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into this 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 December 1, 2023 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed \$ 300,000 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference. The total not-to-exceed amount includes a \$50,000 owner’s contingency allowance for additional work that will only be authorized at the Town’s sole and absolute discretion for additional items of work requested and authorized in writing by the Town Manager or designee at the rates set forth in the Fee Proposal.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

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

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms

of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements

or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

### 13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy

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

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

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

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

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

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

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

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

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

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

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

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

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

## 15. Suspension of Work.

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

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

## 16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

16.13 Offset.

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

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

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

|                   |                                                                                                                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------------|
| If to the Town:   | Town of Chino Valley<br>202 North State Route 89<br>Chino Valley, Arizona 86323<br>Attn: Town Manager                     |
| With copy to:     | Gust Rosenfeld P.L.C.<br>One East Washington Street, Suite 1600<br>Phoenix, Arizona 85004-2553<br>Attn: Andrew J. McGuire |
| If to Consultant: | Matrix Design Group, Inc.<br>2020 N. Central Avenue, Suite 1140<br>Phoenix, Arizona 85004<br>Attn: Celeste Werner, FAICP  |

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

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

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

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

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

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

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

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

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

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

16.23 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 Consultant. Consultant 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 Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. 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 Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**“Consultant”**

MATRIX DESIGN GROUP, INC.,  
a Colorado corporation

\_\_\_\_\_  
Celeste Werner, FAICP  
Chief of Strategic Development

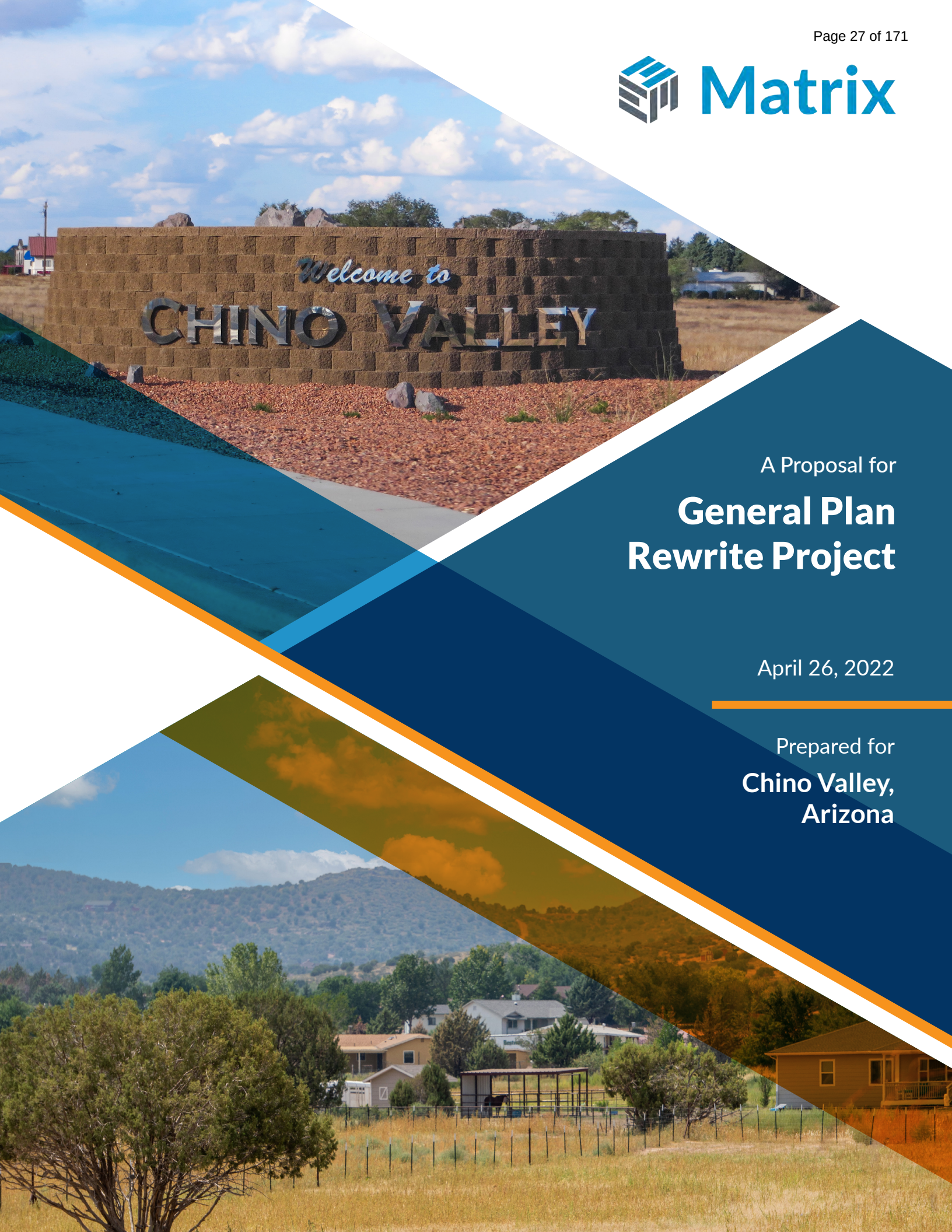
EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MATRIX DESIGN GROUP, INC.

[Proposal]

See following pages.



**Matrix**



A Proposal for  
**General Plan  
Rewrite Project**

April 26, 2022

Prepared for  
**Chino Valley,  
Arizona**





Matrix Design Group, Inc.  
2020 N. Central Avenue, Suite 1140  
Phoenix, AZ 85004  
O 602.288.8344  
F 602.324.8985  
matrixdesigngroup.com

April 20, 2022

Town of Chino Valley  
Attn: Laurie Lineberry, Development Services Director  
1982 Voss Drive #203  
Chino Valley, AZ 86343

Dear Ms. Lineberry and Members of the Selection Committee:

Matrix Design Group, Inc. (Matrix) is pleased to submit our proposal for the Town of Chino Valley's General Plan Rewrite project. We are excited about the possibility of helping your community continue to envision its future and overcome the issues you have with your existing General Plan. Founded in 1999, Matrix is a full-service planning, engineering, and environmental consulting firm that has a growing staff that currently stands at more than 170 members at 12 offices nationwide including a main office in Phoenix, from which the majority of this project's work will be conducted.

Our Team brings the following benefits to the Town of Chino Valley:

- **Arizona General Plan Experience:** Since the enactment of Arizona's Growing Smarter legislation, Matrix has completed more than 15 general plans in the State. Matrix is proud to have developed several award-winning Arizona general plan updates, all of which have been easily and successfully ratified, and we have several other plans and updates currently in progress. Nationally, we have completed 100+ community planning projects, most of which have included several of the same components required in the Chino Valley's RFP. Our collective experience will provide the Town of Chino Valley with the knowledge, skills, and abilities needed to seamlessly integrate other on-going planning efforts, to *capitalize on untapped economic opportunities while balancing the desire to retain a small-town and rural character*.
- **Public Sector and Technical Knowledge:** Our Team has extensive experience in the public sector as well as in-house technical and functional experts in economic development, transportation, water resources, mapping, graphics, and editing. Many of our Team members have been employed previously by municipalities and other public entities, so we understand how important it is to *create a plan that is legally defensible, provides a systematic implementation plan, and is easy for staff to administer and for the public to understand*. We understand how to work with each of the bodies associated with the Town, and with working groups and the public, to provide solutions that resolve and integrate multiple perspectives and ensure a smooth planning process.
- **Public Outreach Experts:** Our planners are passionate and committed to making a difference. They are trained facilitators who routinely conduct workshops, charrettes, and public hearings as part of the development of general plans and zoning ordinances. We have the experience and knowledge to translate technical information into easy-to-understand terms to provide better assessment tools for the public. In all our projects, our Team leaders have facilitated successful discussions that have not only produced consensus-based solutions, but also established lasting and enhanced coordination and cooperation. We bring to this project local and national *award-winning best practices in public participation that engage all groups of a community*.

I, Celeste Werner, FAICP, Chief Strategic Officer, shall be the primary contact for this project, and *I am authorized to bind the company in this matter of business*. I can be reached via email at [matrix@matrixdesigngroup.com](mailto:matrix@matrixdesigngroup.com), by phone at 602.288.8344 and by mail at 2020 N. Central Avenue, Suite 1140, Phoenix, AZ 85004.

*Excellence by Design*



*The terms of this proposal will remain in effect for 120 days from the date of opening. Our company has no personal, financial, or organization conflicts of interest prohibited by law in proposing our services for this project. We have read and agree to the terms of the sample Professional Agreement (exhibit A).*

We appreciate the opportunity to submit this proposal and we look forward to discussing the project in greater detail.

Sincerely,  
Matrix Design Group, Inc.

A handwritten signature in blue ink, appearing to read "Celeste Werner", written over a faint, larger blue signature.

Celeste Werner, FAICP  
Chief of Strategic Development

|                                           |    |
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### VENDOR INFORMATION FORM

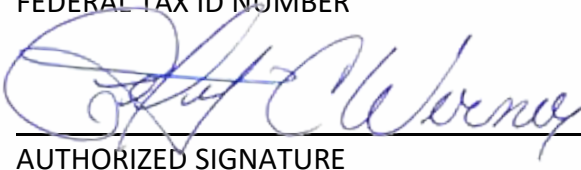
By submitting a Request for Proposal, the submitting Vendor certifies that it has reviewed the administrative information and the sample Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

---

Matrix Design Group, Inc.  
VENDOR SUBMITTING RFP

84-1515767  
FEDERAL TAX ID NUMBER

Celeste Werner, FAICP  
Chief of Strategic Development  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

2020 N Central Ave, Suite 1140  
ADDRESS

(602) 288-8344      (602) 324-8985  
TELEPHONE      FAX #

Phoenix, AZ 85004  
CITY      STATE      ZIP

April 22, 2022  
DATE

WEB SITE: www.matrixdesigngroup.com

E-MAIL ADDRESS: matrix@matrixdesigngroup.com

ARIZONA CORPORATION COMMISSION FILE NO. F17162051

---

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? No.

If yes, please provide details and documentation of the certification.

---

# Proposal



### 3. Executive Summary

This executive summary will provide the Matrix understanding of the intent and purpose of the General Plan Rewrite and the specific needs of the Town of Chino Valley as well as describing our method of approach that will illustrate the significant steps and ensure the quality, efficiency, economy, and success of the project.

#### Project Understanding



The Town of Chino Valley is located in the picturesque north-central portion of Arizona just north of Prescott and Prescott Valley. Matrix understands that the Town wants a complete rewrite of its existing general plan to comply with statutory requirements but also to **retain its rural character better amid significant growth and development pressures**. The Town has experienced a growth of rate of nearly 24% in the last ten years and, therefore, will require citizen ratification of the general plan. Matrix will provide a graphically pleasing and easy-to-read general plan that memorializes the community's vision statement and facilitates economic growth in suitable areas, such as *Old Home Manor*, but in a way that will balance the values of the town. Some of these values are **family-orientation and a small-town rural atmosphere, coupled with conservation of important natural resources such as water and open space** by providing specific future land use designations as well as guidance, appropriate goals and policies, and a systematic implementation plan.

Matrix will incorporate all aspects of the scope of work detailed in the Town's General Plan Rewrite RFP and ensure full compliance with A.R.S. §9-461.05, which describes the required elements and process for Town of Chino Valley's size and growth rate. In addition to the required land use and circulation elements, Matrix also proposes several additional elements such as economic development, public facilities, open space/recreation, housing, and water resources to address important considerations as the Town of Chino Valley matures through the next twenty years and beyond.

#### Method of Approach

The Matrix approach is grounded in this simple philosophy: **listen to the client's needs and engage the community to provide integrated solutions to design and build a livable, healthy, and resilient community**. This approach results in a usable plan that is developed based on a range of visioning with creative and innovative alternatives specifically tailored to each community's unique identity and situation. We will help turn the Town of Chino Valley's vision into reality by understanding when to preserve, protect, and leverage the best characteristics of the community's built and natural environments. Our overall project approach is based on six steps that follow:

## PARTNER (Step 1)

*With our client to provide a streamline and transparent working relationship.*

### Online Project Management Application

Matrix understands that this is the Town's plan and not our plan. We are your partners in the development of this important plan that serves as your roadmap for future development and we focus on transparency. To this end, we can develop an online project management application which allows you real-time secured access to view all aspects of the project, including project plans and schedules, budgets, task assignments, documents, and other resources. The platform helps direct attention to the tasks at hand, empowers teams, and ensures this transparency. The portal includes a dashboard which presents a summary of project status information which can be accessed anytime and anywhere.



## INVOLVE (Step 2)

*The community, who have the final say in approving the plan.*

### Engaging the Community

Matrix recognizes the importance of a multi-level and robust public outreach strategy that successfully engages the broad demographic spectrum of residents and businesses and other important stakeholders. This includes traditional and digital techniques to reach out to and engage typically under-represented populations. **We have a proven and award-winning track record with engaging these populations, including busy families, seniors, youth, and other hard-to-reach groups.** We do this by forming strategic partnerships with community organizations, focusing on multiple channels of cost-effective outreach, and applying electronic and social media. The language of planning is often acronym-heavy – our program will use straightforward, simple language to make it accessible to all residents and, we hope, even make it fun! We have designed outreach plans that let people communicate with us in the ways with which they are most comfortable and provide transparent processes that validate the input given. We obtain buy-in throughout the process which supports successful voter ratification of the Final General Plan.

### Public Engagement

#### THE MATRIX 3-OBJECTIVE APPROACH



Matrix's award winning approach to public engagement includes hands-on activities with citizens and decision-makers, complemented by a multi-media outreach.

**INCLUSIVE**  
We engage as many members of the community as possible.

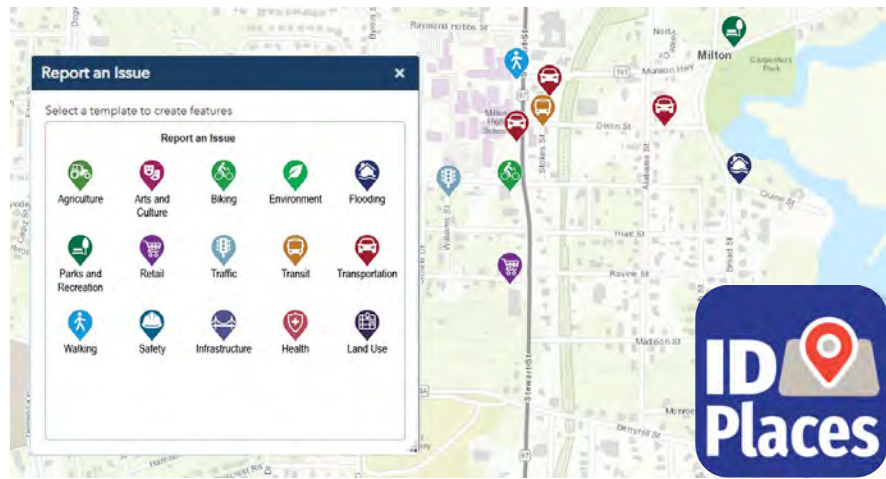
**INFORMATIVE**  
We educate citizens and decision-makers on the process, issues, options, and solutions.

**VALIDATING**  
We ensure that citizens and decision-makers are heard and that they see their voices making a difference.

**Public Engagement Ambassador Program.** Matrix uses a Public Engagement Ambassador Program that is designed to engage community members in spreading information on the plan. We provide select members of the community with presentation materials and training so that they can present general information on the plan and gain input from local organizations and communities to which they belong.

**Community Questionnaire.** Matrix will develop a questionnaire for residents and business owners which will be distributed in conjunction with the first community meeting and by using the project website.

**ID Places.** Matrix has developed an interactive on-line mapping tool where the public can provide location-based comments to describe community assets and opportunities. ID Places is actively monitored and gives the public a convenient way to provide comment from their phone, tablet, or computer.



## DISCOVER (Step 3)

*What the community thinks the next 20 years in the Town of Chino Valley look like.*

### Community Values Assessment

Our first step is an in-depth assessment of what residents value about living in Chino Valley. This will be done through interviews, focus groups, a visioning session, and workshop meetings. Care will be taken to ensure equal geographic and demographic representation. This assessment is important, as it will help elected officials and staff understand how growth, transportation, and environmental issues can be addressed in response to residents' most fundamental values about the quality of their lives.

## EVOLVE (Step 4)

*The data and community input into a robust vision, goals, and policies for the community.*

### Visioning Based on Character Area Analysis

We will truth-test the Town's current vision statement. Our visioning process is based on a thorough review of the Town's unique geography, places, and neighborhoods to identify distinct and important character areas such as the *Old Home Manor* but also the overall rural character of the community. This is an essential step in our planning process as it recognizes the unique enclaves within a community but ties them in to the larger town-side general plan. Because character area planning is essentially about place, it can provide the basis for local planning that empowers a community to protect its desirable features, while establishing a unique identity to support a thriving, diverse, and sustainable population in Chino Valley.

### Market Study Driven Land Use Alternatives

Matrix fully understands the importance of accurate and reliable market demand estimates related to future land use requirements – particularly considering the uncertainty caused by COVID-19, evolving consumer behavior, and ongoing changes within the workplace. To provide the Town of Chino Valley with such forecasts, Matrix can perform a community-wide study using a mixed-methods approach to estimate future market demand for housing, retail, hotel, restaurants, office, research and development, and industrial uses. We bring COVID-19 lessons learned and

best practices from throughout the U.S. Our mixed methods approach will utilize quantitative analysis of all demographics, consumer, economic, and real estate market data and qualitative interviews with local planners, private-sector developers, property managers, local business leaders, and other stakeholders and practitioners deemed relevant by Matrix and the Town.

### Utilizing GIS as an Analysis and Decision-Making Tool

Matrix is a proud, vetted member of the Esri Partner Network. Esri is the global market leader in GIS technology and partners exclusively with companies that exemplify excellence in GIS and location technology. Partners are trusted practitioners of GIS and help you leverage ArcGIS technology. We support clients through our knowledge and expertise, solutions, implementation services, and dynamic content. Matrix is a GIS leader, and we are excited to offer the benefits of this unique partnership to you on this important endeavor. Through our GIS expertise, we are able to **produce effective visualization tools to communicate changes from the existing conditions in Chino Valley to the ultimate vision** proposed within the final General Plan Rewrite.



## IMPLEMENT (Step 5)

*The General Plan over time.*

### Focus on Implementation

In terms of our method of approach, one of the hallmarks of our plans is an emphasis on plan development and implementation. Preparing an innovative plan is nothing more than an academic exercise if it sits on the shelf and is not implemented. Consequently, **our recommendations are focused on achieving a final product that is easy to implement**. Our final product is also designed to provide excellent usability and ease of maintenance. We will produce a plan for the Town of Chino Valley that is realistic, fiscally sound, easy to understand, and serves as a guide for future planning and resource decisions across departments and can be easily used and maintained by the planning staff.

## SUPPORT (Step 6)

*A successful voter ratification of the plan by educating the community, through the ballot measure, about the value of the General Plan.*

### Ballot Measure Advocacy

One of the keys to a **successful plan is leveraging the public outreach and engagement** opportunities during the development of the plan to educate residents about the process of obtaining final approval, their role in that process and the consequences of guiding development without a final plan. Our Ambassador Program leverages the leaders of different community organizations to assist with getting the word out about the value of general plan and obtaining input from the community.

## 4. Qualifications

### General Firm Information

Matrix Design Group, Inc. (Matrix) is an award-winning, interdisciplinary firm providing professional planning, engineering, consulting, environmental, and program management for both the public and private sectors. Matrix brings specialized expertise community and compatibility planning. The **staff of more than 170 in 12 offices nationwide, including a main office in Phoenix**, is recognized for its proactive and creative approach to planning and development based on their in-depth understanding of critical community issues, land use, and other technical issues that are often the keys to a successful project. The staff is also recognized for taking responsibility for client's projects, partnering with clients, and driving projects to successful conclusion.

Matrix originated in Colorado in 1999, and our integrated "matrix" structure maximizes capacity while supplying a breadth and depth of expertise in every discipline involved in any project. We provide our clients with the most holistic and efficient solutions possible because we can assemble the best team of internal and external resources, all of which are focused on their needs.

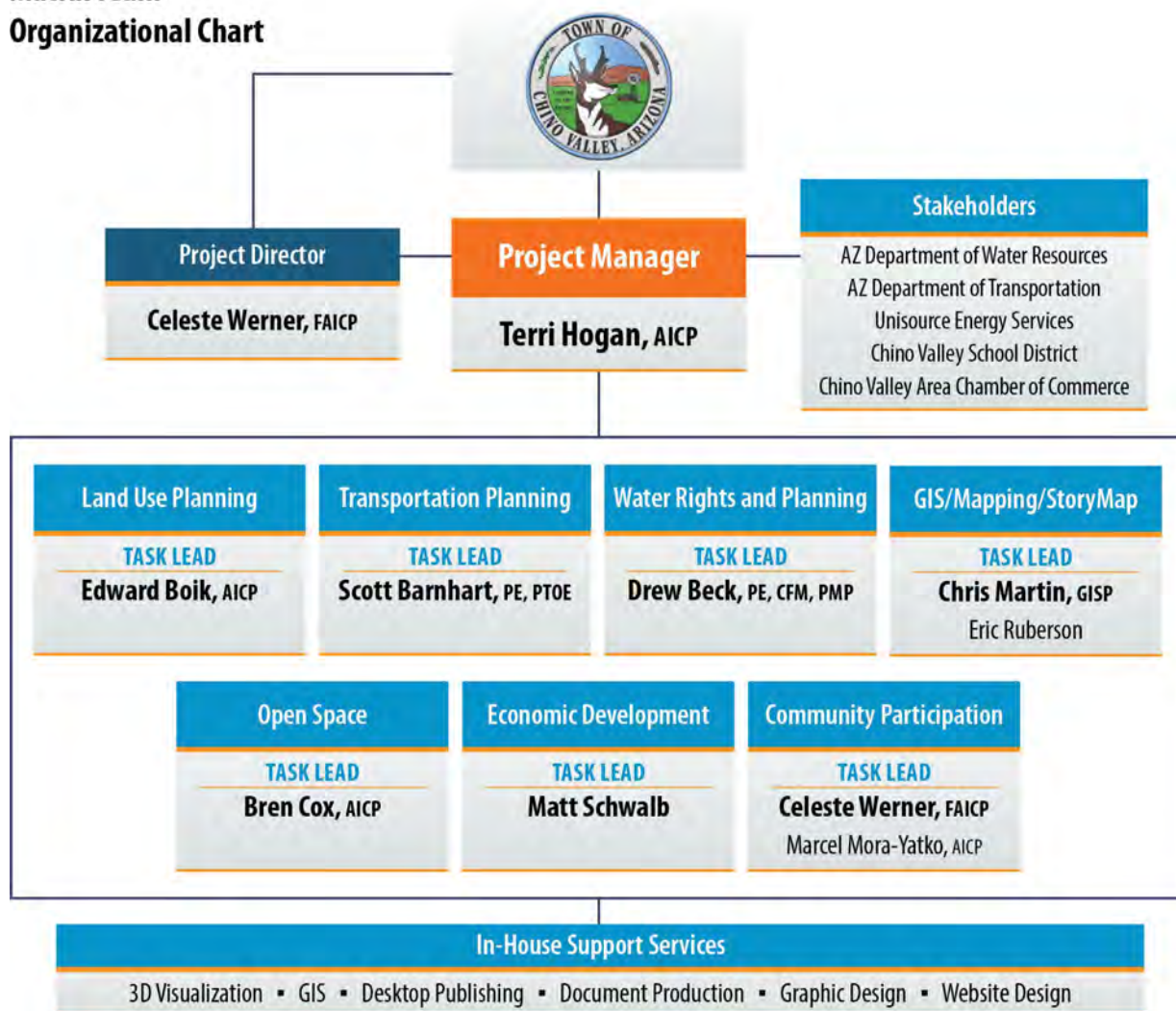
Our areas of expertise include:

- |                                        |                                           |
|----------------------------------------|-------------------------------------------|
| ■ Community planning                   | ■ Land development                        |
| ■ Geographic Information Systems (GIS) | ■ Environmental services                  |
| ■ Program management                   | ■ Construction management                 |
| ■ Financial and cost modeling          | ■ Structural and bridge engineering       |
| ■ Compatibility planning               | ■ Survey                                  |
| ■ Major asset redevelopment            | ■ Transportation planning and design      |
| ■ Military planning                    | ■ Water resources                         |
| ■ Munitions and explosives of concern  | ■ Landscape architecture and urban design |

Matrix brings a commitment to excellence to every project. We use our diverse multidisciplinary staff to create functional, attractive, and maintainable design solutions that are responsive to our clients' needs, visions, and budgets. Our professional staff combines advanced technology with proven traditional design methods to provide optimal plans and design solutions.

We are committed to doing what it takes to provide service of the highest caliber and innovative planning and design, coupled with state-of-the-practice management capabilities that are the hallmarks of Matrix's professional practice.

## Matrix Team Organizational Chart



## Project Manager – Terri Hogan, AICP



Terri has more than 30 years of professional experience in small town and regional government, the military, and internationally. She has expertise in land use planning, water resource planning, and development review as well as in creating and administering local and state regulations and policies. She has managed complex and high-profile development projects, master-planned communities, and long-range projects as well as teams of planners and other professionals in both development and long-range projects. Terri has also managed successful consultant-driven projects and facilitated a variety of meetings with technical experts, developers, the public, appointed and elected officials. Terri is currently an Honorary Commander at Luke AFB, served as co-chair of the Valley Partnership City / Town Committee, the President and Director-at-Large of the American Planning Association's (APA) Arizona Chapter, co-chair of the 2020 State Planning Conference, founded the Women in Planning Group (WPG) for the Arizona Chapter, and her article Arizona's Cool (Planned) Places was featured in Planning Magazine, published by the APA. Terri is a respected leader in the planning and development industry and widely known as a collaborative, problem-solving professional who builds relationships and provides practical solutions.

## Key Personnel

### Celeste Werner, AICP – Project Director, Community Participation Task Lead



Celeste is an industry leader with more than 35 years of experience delivering cutting-edge solutions that meet client objectives and make community visions real. She has served in both the public and private sectors and cultivated in-depth knowledge and technical expertise in community planning, land use and growth management planning, comprehensive and master planning, redevelopment/renewal and urban design, and zoning. Celeste is a proven project and program manager who has successfully executed projects for municipal, state, and federal clients throughout Arizona and the United States. Celeste is also a nationally-recognized public facilitator who focuses on conflict resolution, collaboration, and consensus building as key to the successful adoption and implementation of planning strategies and solutions. She has directed multiple projects that have been awarded Outstanding Collaborative Project by the American Planning Association.

### Edward Boik, AICP – Land Use Planning Task Lead



Ed is a professional planner with 21 years of city planning experience in urban and suburban communities and the private sector. Ed has extensive experience, having worked on a wide range of community planning projects that includes general plans, area plans, master planned communities, zoning, and design regulations. His skills include public outreach, conducting workshops, and presenting to governing bodies. His strong communication skills allow him to establish productive working relations and clearly interact with all audiences from elected officials to staff, to outside agencies and the public. Ed effectively communicates, assesses, and develops implementable policies, plans, and codes to meet community planning and development goals.

### Scott Barnhart, PE, PTOE – Transportation Planning Task Lead



Scott has almost 30 years of experience as a transportation engineer. He has successfully managed projects ranging from roadway designs and traffic analyses to interchange, corridor, and master plan studies. Scott's experience working as a public agency employee gives him the perspective on how much public agencies need to accomplish with diminishing resources. This experience allows Scott to develop short-term and long-term solutions that are cost-effective and practical.

### Drew Beck, PE, CFM, PMP. – Water Rights and Planning Task Lead



Drew is a senior water resource engineer and project manager with more than 20 years of engineering experience with a wide range of engineering abilities including watershed hydrology, hydraulic analysis, river mechanics, channel stabilization, floodplain analysis, MS4 Permitting, water rights investigation, water resource planning, utility design, storm drainage design and cost estimating. He also has experience on complex integrated projects requiring multi-discipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is an active member of the Colorado Association of Stormwater and Floodplain Managers and is in constant contact with his colleagues on the latest in drainage, water quality, and floodplain news.

### Chris Martin, GISP – GIS/Mapping/Storymap Task Lead



Chris has 19 years of professional experience in the GIS field and has been with Matrix 15 years. As a certified GIS Professional, he has provided support in both the public and private sectors on diverse projects including master planning and concept design, asset management, field data collection, floodplain modeling, financial analysis, capital planning, watershed management, data improvement, custom application design, database development, and water resource applications.

### Bren Cox, AICP – Open Space Task Lead



Bren Cox has 13 years of experience as a community and compatibility planner. His experience includes community planning studies and projects such as general plans and updates, downtown redevelopment plans, zoning ordinances, growth management plans, and community-military compatibility studies in more than 20 states. He has been an integral team member in completing such projects at the federal, state, and local level throughout the United States and its territories. Bren has knowledge and experience in assessing how local, state, and federal plans, policies, and ordinances affect or guide compatible development around airports and airfields and is well-versed in Arizona state law requirements for planning around military installations.

### Matt Schwalb – Economic Development Task Lead



Matt has twelve years of professional experience with economic and fiscal impact assessments; market analysis; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis. He specializes in conducting market analyses that examine the demand for a variety of commercial products, including food and beverage, retail, office, and multi-family developments. Matt utilizes both quantitative and qualitative approaches to forecasting commercial product demand and absorption by square footage / units and incorporates these estimates into financial models (pro forma) that estimate net-present values, return-on-investment, return-on-equity, break-even points, and return-on-capital for each investor in a given real estate development.

### Marcela Mora-Yatko, AICP – Community Participation



Marcela has seven years of experience as a planner, working on a diverse array of projects, specifically those related to compatibility and community planning. Marcela combines planning and community outreach with data analysis and writing. She brings experience and lessons learned from her work on and within a wide variety of communities across the United States. Marcela has served as a planner for the development of numerous community plans seeking to ensure the sustainability of local urban and rural communities.

### Eric Ruberson – GIS/Mapping/Storymap



Eric has extensive professional experience in the GIS field and with the new and emerging GIS technology, such as StoryMap and ArcGIS Urban. He has worked primarily in the consultation sector, providing support for community general plans, special area plans, zoning ordinances, and compatibility studies. He has also provided support on projects including community planning, urban blight, impact analysis, custom application programming, data quality review, and statistical analysis. He has additional experience in graphic design and computer animation that he brings to creating high-quality, straightforward, and easy-to-understand maps.

***Terri, Celeste, and Marcela will be the primary facilitators of public meetings and presentations, with support from other members of the team as required.***

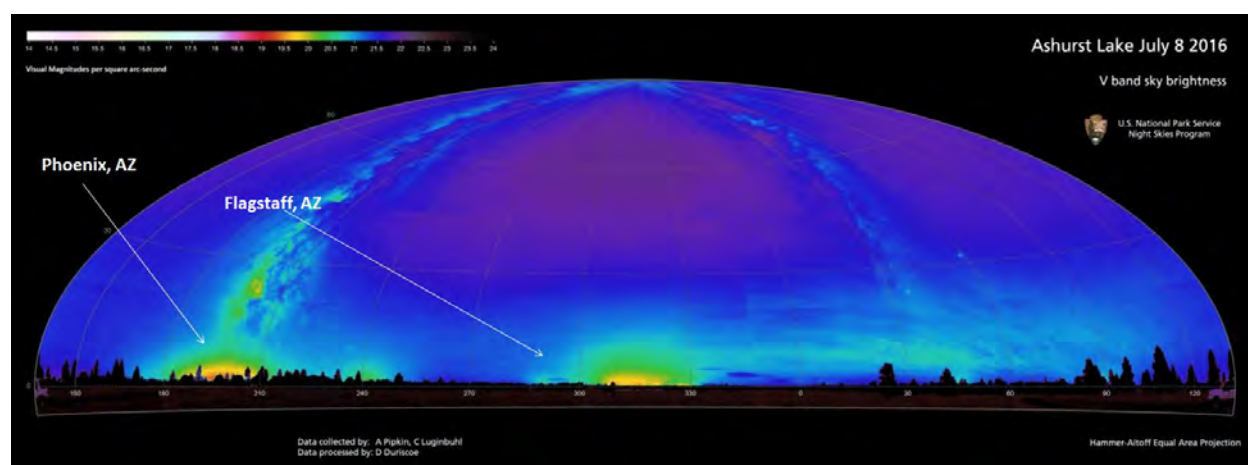
## References

|                     | San Luis General Plan  | Marana General Plan  | Page General Plan      |
|---------------------|------------------------|----------------------|------------------------|
| <b>Client</b>       | Town of San Luis       | Town of Marana       | City of Page           |
| <b>Contact Name</b> | Jose Guzman            | Jason Angell         | Zachary Montgomery     |
| <b>Phone</b>        | 928.341.8563           | 520.382.2647         | 928.645.4261           |
| <b>Email</b>        | jaguzman@sanluisaz.gov | jangell@maranaaz.gov | zmontgomery@pageaz.gov |

## Relevant Projects

### Coconino County Compatible Use Implementation, Arizona

Matrix is currently conducting the Coconino County Compatible Use Implementation project that addresses several key issues identified around Camp Navajo and Naval Observatory Flagstaff Station (NOFS) in northern Arizona. NOFS has the important distinction of being the U.S. Navy's dark sky observatory site and thus requires clear, dark skies to effectively maintain its mission.



For this project, Matrix is conducting six separate implementation tasks – creating a dark sky non-conforming database, developing a public outreach and education campaign plan for local communities, conducting a forest industry feasibility study to manage overgrown forest areas that have high potential for wildfires, developing state-level legislation analysis and a strategic engagement plan to promote state legislation to protect the installations, creating an installation resiliency report, and conducting an economic impact study for Camp Navajo to provide economic benefit information to the communities.

The first key task is to prepare a non-conforming lighting database that identifies existing non-conforming locations and the extent of light pollution issues that negatively impact the current and future missions at Camp Navajo and NOFS. This database will be used to develop recommendations to mitigate the problems and promote an environment where the military and surrounding community can coexist successfully. The information will also be used in the development of educational materials. The first phase is being developed through site surveys and the development of a tablet application to track light fixture and bulb types and locations on the property to assess the conforming status. The end product will be a GIS database to assist the city's dark sky specialist in addressing non-conforming issues and working with property owners to bring the property into conforming status. Matrix is developing an education outreach campaign plan targeting individual property, with a focus on higher impact, non-conforming areas that would be otherwise inefficient for the project dark sky specialist to address on an individual

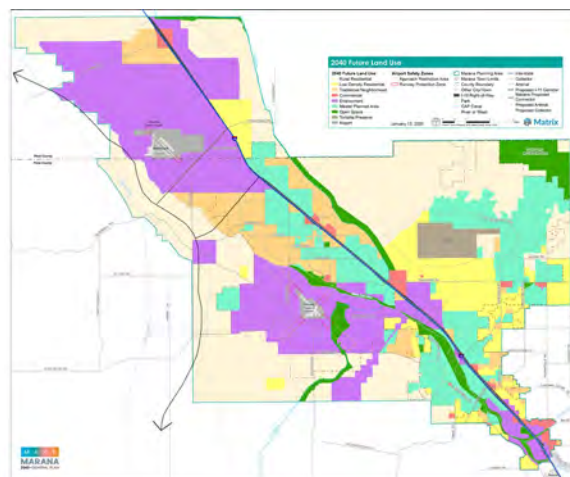
basis. The outreach plan also includes pertinent information on Camp Navajo's and NOFS's missions and needs for dark sky environments.

The other tasks of this project will focus on protecting the missions at Camp Navajo and NOFS through developing legislation, providing information to the local communities, and ensuring resiliency of the installations to establish regional protocols and partnerships to manage emergencies such as winter storms, wildfires, droughts, and other factors that could impact mission readiness of the installations. Wildfire management is a major concern for the region due to overgrown forests and limited resources to manage them. Matrix is assisting the communities and to identify actions to take and additional resources to support managing forest growth. This will protect the residents and businesses in the surrounding communities as well as the military missions.

### Marana General Plan Update, Arizona

For the Town of Marana, Arizona, Matrix developed the Make Marana 2040 General Plan, which is a comprehensive, broad-range plan. A general plan update became a top priority for the Town with the increasing need to accommodate rapid population and economic growth while accounting for environmental resources and the vitality of the community.

Matrix evaluated and assisted Marana through future land use analysis, which plans for prospective development, allowing new investment to align with current values and anticipated goals. Matrix developed a map displaying residential, commercial, and retail land use, parks, and open space to aid with cohesive planning for land use projects, both current and in the future. In tandem with compatible land use and development, Matrix recognized the integral role the natural environment plays to the overall vitality and beauty of Marana's identity, as well as the inherent value of the parks and open spaces in the Town. Managing growth without encroachment on open space and planning of additional parks should development expand is an imperative aspect of the general plan update.

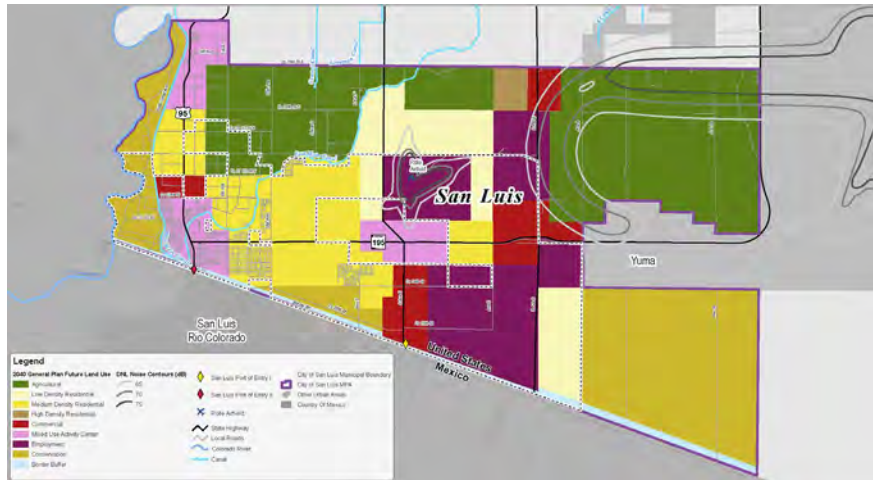


The residents of Marana had an important role in developing the plan, and their input throughout the process was extensive and ongoing. Three public workshops, two open houses, surveys, and other community events were held throughout the span of the project. Community members, Town staff, the Town planning commission, Town council, a plan advisory committee, The Marana Citizen's Forum, and other focus groups were involved continuously in crafting the plan.

Throughout all these initiatives, the general plan update focused on goals and policies that create a town that the citizens of Marana can be proud to call home, while being economically sound for all. Efforts to support and maintain arts and culture, recreation, public safety, and conservation continue to uphold Marana's identity as a well-rounded town with much to offer.

## San Luis General Plan Update, Arizona

Matrix was responsible for developing the San Luis 2040 General Plan Update, a comprehensive plan addressing land use, transportation, economic development, recreation, environment, and other community topics. San Luis, Arizona is among the fastest growing cities in Arizona, sharing a border with Mexico with two international border crossings providing significant visitor and commercial traffic



through the city. The City had a set of unique challenges and opportunities as a border town which were addressed through policies and implementation measures in the resulting plan. The international border crossings presented a unique opportunity to develop economic strategies to leverage the strategic location of the city to provide future revenue and jobs.

As part of the general plan process, Matrix fostered and developed a framework for extensive and mutually beneficial partnerships between San Luis, Arizona, and San Luis Rio Colorado, Sonora, Mexico. The connection between the two cities was a major point of potential opportunity to San Luis. The plan includes policies and action steps to capitalize on the cultural and economic impacts of the shared location on the border and establishes concrete action steps to establish local, regional, and international partnerships based on mutual benefit. Matrix developed a future land use map with the input of the city and other stakeholders to direct and manage growth, including potential growth of a retail and employment node and corridor to foster future growth at San Luis II Commercial border crossing.

The resulting plan provides guidance for utility extensions and infrastructure needed to accommodate future growth, public services expansion, land use policies, and environmental policies, all with the intent to preserve aesthetic and natural qualities in San Luis while ensuring current and future residents have access to quality services and employment opportunities. The plan also included a transportation and circulation element, a parks and recreation component, and provided implementation steps for future plans including a Transportation Master Plan, Bicycle/Pedestrian Master Plan, and Parks and Recreation Master Plan.

The San Luis General Plan 2040 incorporated many avenues for public engagement and community involvement. It was a part of San Luis' and Matrix's efforts to create a robust, community supported plan with input from all facets of San Luis.

## Flagstaff Southside Community Specific Plan, Arizona

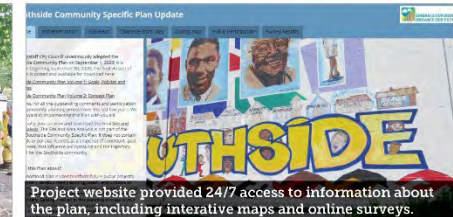
The City of Flagstaff is a growing community with a population of more than 71,000. It is home to Northern Arizona University (NAU), which is adjacent to the historic Southside Neighborhood. Recent development in the Southside Neighborhood to support NAU has been in the form of multi-level apartments and condominiums that clash with the existing single family and bungalow style homes and have impacted the historic character of the neighborhood. The Southside Community Mapping and Visioning Workshops that Matrix conducted served as an important first step in the development of a larger Southside Neighborhood Plan.

Matrix conducted a series of workshops to collaborate closely with Southside residents and business owners, historians, NAU professors and students, and other stakeholders to get local and historic perspectives to guide the process. Each workshop had a specific focus ranging from identifying community issues, concerns, characteristics, and assets; developing a vision for the Southside Neighborhood; touring the neighborhood to get a visual perspective of important community characteristics; and conducting an alternatives charette for future development scenarios. Outcomes of the workshops and visioning sessions were to identify strategies to mitigate NAU's impact on affordable housing and encroachment into the adjacent established neighborhoods and leverage the community's historic and cultural values to protect the characteristics that make the neighborhood unique. To support the process, Matrix assessed local housing market conditions and conducted stakeholder interviews with NAU officials as well as neighborhood residents, local developers, and nonprofit organizations. The work that Matrix did was instrumental for the city to develop a detailed Southside Neighborhood Plan as a component of its long-range comprehensive planning initiatives.

### City of Flagstaff Southside Community Specific Plan



Bus tours and site visits with community members helped the public engage directly with the area.



Project website provided 24/7 access to information about the plan, including interactive maps and online surveys.

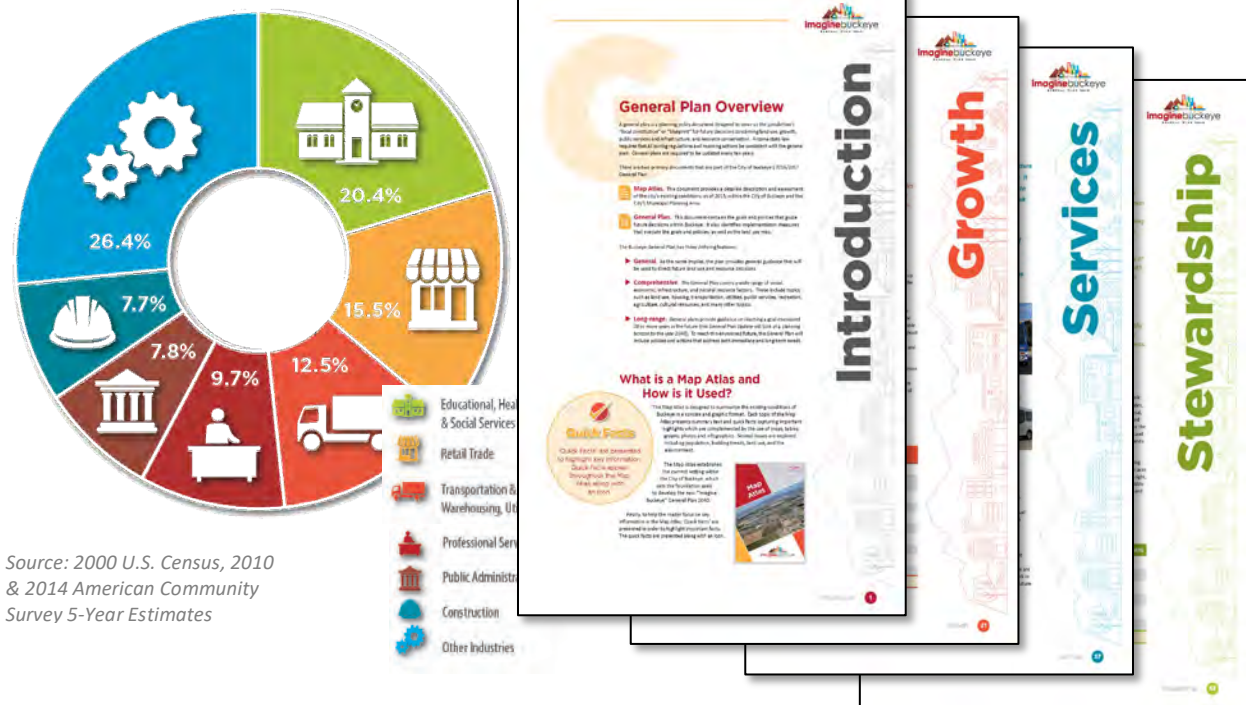


Community workshops provided interactive visioning exercises and gave stakeholders and the public a venue to share their thoughts on the project.



**Thanks to the collaborative efforts that drove this project, it received three awards: the 2020 Respect for Diversity, Inclusion, and Culture Award by the International Association for Public Participation, the 2020 International Project of the Year Winner by the International Association for Public Participation, and the 2021 Best Public Outreach Project by the American Planning Association Arizona Chapter.**

## Buckeye General Plan Update, Arizona



The Imagine Buckeye General Plan 2040 was a comprehensive update to the City of Buckeye's General Plan as mandated by ARS §9-461.05. Buckeye included 17 elements or topic areas required by the state for communities with populations of more than 50,000. The plan also included five additional optional elements. These elements were economic development, education, urban design, healthy communities, and arts and culture. The addition of these optional elements was based on staff assessment of public input leading up to the plan and during the plan process, which highlighted these areas as critical to the quality of life in Buckeye.

The planning process began with a comprehensive branding and theming process that involved key staff and stakeholders. The purpose of this process was to develop a brand for the project that represented Buckeye and was distinct enough to promote visibility and knowledge of the project throughout the community. This brand was developed as a collaboration among the consultant and the city's marketing and planning divisions.

With 22 general plan elements, the final plan ran the risk of being difficult to understand and hard for staff to implement. Theming of the plan elements was essential for addressing this issue and achieving a usable and implementable plan. Three (3) themes were developed to group like elements: growth, services, and stewardship. Throughout the project all elements were discussed and presented in this context so that the public was able to quickly understand the topics and participate in discussions. This was true for stakeholders who were new to the process or those who were involved throughout. This approach led to a listing of goals, policies, and implementation strategies in a table format that showcased cross-references and eliminated duplication.

The project included a comprehensive public participation plan that was adopted by the City Council. The public participation plan included requirements for project branding, oversight by a general plan advisory committee, engagement of focus groups and stakeholders through extensive interviews, four (4) community workshops, two (2) open house events, and public hearings by the Commission and Council. To ensure a broad and coordinated engagement, the update process started with a week-long kick-off that included five days of stakeholder interviews, focus groups, advisory committee meetings, Commission and Council work sessions, three (3) community

workshops, and a Saturday open house. Additional key stakeholders included the Mainstreet Coalition, Buckeye Valley Chamber of Commerce, and development groups. To generate maximum exposure and involvement, community events were held in triplicate, meaning the same topical outreach event was held over three (3) consecutive evenings, in three (3) separate locations around the community. This ensured that the entire community had the opportunity to participate in a community event at a location close to where they live or work. These formal outreach efforts were supplemented by several other endeavors such as a project website, social media engagement, project brochures, billboards, web surveys, web map interaction through ArcGIS online, email blasts from the project Team and elected officials, newspaper articles and advertisements, and participation at community events.

The effectiveness of the final plan can be reflected in the community support from all public and private stakeholders resulting in unanimous recommendation of approval by the Planning and Zoning Commission; unanimous approval of adoption by the City Council; and overwhelming support from Luke AFB, Arizona State Lands Department, and the development industry. This widespread support culminated in the successful ratification in August 2018, by nearly 80% of voters.

Lastly, it was within the Land Use Element of the Imagine Buckeye 2040 General Plan, that the six (6) activity centers were envisioned and themed by the community. Matrix was intimately involved with this process with the Development Community, the General Plan Advisory Committee as well as appointed and elected officials. One of the activity centers was the Historic Downtown Activity Center which was tasked as a short-term implementation action. The Matrix Team completely understands the background discussions and the theming of this activity, which constitutes an excellent springboard into the Downtown Area Plan.



*The Imagine Buckeye 2040 General Plan received the 2019 Best General Plan Award (Jurisdictions Larger than 50,000) from the American Planning Association Arizona Chapter.*

## La Junta Comprehensive Plan, Colorado

La Junta is approximately 105 miles southeast of the City of Colorado Springs, Colorado. La Junta has experienced slow steady growth since its inception. As the County Seat of Otero County for which the city is located, the city's population is consistent with that of the county. The growth and need to attract new industry and provide sustainable services and amenities to residents spurred the city to develop a comprehensive plan.

Matrix was hired to develop the city's comprehensive plan in the Winter of 2016. Matrix provided La Junta with a comprehensive body of updated data in tabular, text, and geo-spatial formats, so that the community has an accurate "picture" of current conditions and trends. Based on this information combined with public and community input, Matrix developed and provided options for alternative future scenarios for land use planning. From these, Matrix helped La Junta develop a preferred future scenario with a cohesive vision statement and goals.



Matrix's responsibilities during the comprehensive planning process included the following:

- Developing new portions and elements of the comprehensive plan,
- Demographic and socioeconomic analysis to understand community needs and desires,
- Developing a public engagement program that achieved maximum outreach and support for the new scenario and comprehensive plan, and
- Ensuring the comprehensive plan promoted the vision of the City.

### Lochbuie Comprehensive Plan and Land Development Code Update, Colorado

The Town of Lochbuie, Colorado is a rapidly growing suburban community in the northeast portion of the Denver metro area, with a reported growth rate of 14% from 2010 to 2015. Matrix Design Group was hired to develop a new comprehensive plan and land development code in the summer of 2016 to help establish a vision, goals policies, and zoning regulations.

The plan addressed the rapid pace of growth and provided guidance on how to mitigate the impact to residential areas. Matrix also helped to establish land use planning for a new town center as a vertical mixed-use district anchored by Town Hall. The plan helped to define streetscape enhancements within the Main Street area to create a vibrant, walkable downtown with pedestrian-focused activities, and established mixed-use residential, commercial, and employment gateway areas based on market and economic analysis.

Simultaneous development and adoption of the comprehensive plan and land development code enabled high compatibility between the documents, resulting in a plan and code that are user-friendly, consistent, and cover a variety of topics including land use, economic development, redevelopment/revitalization, and infrastructure.

Additionally, Matrix incorporated a robust implementation plan to provide a framework for Lochbuie, guiding future development of the town.

Matrix was able to provide expansive public outreach and engagement, inciting widespread public support and well-attended workshops. The efforts by Matrix resulted in the plan's subsequent adoption and support by Mayor and City Council.



## 5. Chino Valley Work Plan

To organize to the flow of work as listed in the Request for Proposal (RFP), Matrix has structured the process with nine (9) main tasks which encompass several subtasks. All work will be performed by the Matrix Design Group's diverse and talented professionals without need for subconsultants. The detailed 12-month Work Plan will be provided on the following pages and will commence at the Town's Notice to Proceed start date. Each task and subtask and their associated timeframes are identified on the Project Schedule and all main tasks including itemizing costs for each meeting, are shown in the Fee Proposal. This Work Plan will ensure a systematic, logical, and efficient process and is designed to meet the statutory requirements for a general plan update. Both the Work Plan and the Fee Proposal will be refined with the Town's staff prior to execution of the project contract.

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### **Task 1: Preparation of Background Technical Reports**

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#### **Subtask 1.1: Data Collection**

Matrix will collect existing relevant studies, plans, policies, regulations, and other relevant, related information to identify issues, opportunities, and constraints. This will include GIS data to help develop a working set of opportunities and constraints for development of the general plan. Matrix will work with the Town staff to obtain this data using Requests for Information (RFIs).

#### **Subtask 1.2: Review and Assessment of Data**

Matrix will compile (including native format files whenever possible) the applicable plans, studies, analysis documents, demographics and history, maps (including GIS data), and other documents and data that currently exist, as well as data from other regional, county, and state agencies. Pertinent information that is contained in these documents will be reviewed in depth and used by Matrix to assist with the development of the general plan.

#### **Subtask 1.3. Existing Conditions Report**

Matrix will create a GIS map or maps of the existing conditions to be used as background information throughout the process. These maps and any corresponding narrative text will be made accessible on the project website and presented to the Town's project management team via an existing conditions report. This report will contain a summary of findings, data, assumptions, and a draft outline of the general plan as well as preliminary policy and land use recommendations and implementation measures.

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#### **Deliverables Task 1**

- RFI for Town Departments and other entities as needed (electronic)
  - Existing conditions report with GIS maps (electronic)
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### **Task 2: Public Outreach and Education Program**

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#### **Subtask 2.1: Project Branded Website**

Matrix will create, host, and regularly update a dedicated, branded project website where interested parties can obtain information, studies, documents, and meeting dates. Our in-house graphics and website development experts are skilled in developing branded websites and website materials that are easy to access and provide timely project information and updates throughout the process. The website will include information about the project and schedule of events, as well as the ability to download and comment on project documents. The project website will also serve as an interactive tool for high-level planning assessments and provide the public an opportunity to sign up for project updates. This project branding is important for consistency and marketing of the general plan and will be utilized throughout the project.

### **Subtask 2.2: Community Participation Plan**

Rigorous, thorough, and transparent public participation is a vital part of the planning process and is critical to the outcome of a community-supported general plan that is inclusive of the needs and plans of the Town of Chino Valley. Matrix will follow and modify, as necessary, the community participation plan, which complies with A.R.S. 9-461.06.C. The community participation plan will have both traditional and non-traditional forms of outreach. Traditional forms of outreach could include hands-on public workshops and informative public meetings as described in Task 3, and non-traditional forms could include a public engagement ambassador program, community questionnaires, and ID Places. Both active and passive public outreach exercises, geared to enhance participation, will be recommended. Early in the process at the project management kick-off meeting, Matrix and Town staff will identify creative, innovative, and robust techniques that will maximize participation.

### **Subtask 2.3: Informational Brochures**

Matrix will create two (2) informational brochures which will serve as public educational tools.

#### Subtask 2.3.1 Informational Brochure #1 (General Plan Process)

The first brochure will be provided early in the process and will describe the purpose, goals, and objectives of the General Plan rewrite, project contacts, and methods to provide input into the update process. It will also provide an overview of the required general plan elements and any new elements that will be included in the general plan.

#### Subtask 2.3.2 Informational Brochure #2 (Vision Statement and Land Use Alternatives)

The second brochure will be provided after the first community meeting and public workshop and will provide both a memorialized vision statement as well as several land use alternatives. The brochure will also encourage the public to provide feedback on which land use alternative is preferred.

### **Subtask 2.4: Eblasts & Press Releases**

Three (3) branded eblasts and press releases will be made available for the Town to distribute to various e-lists and media outlets. These documents will be provided before the first and second community meetings/public workshops and then again right before the Planning and Zoning Commission hearing.

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### **Deliverables Task 2**

- |                                          |                                        |
|------------------------------------------|----------------------------------------|
| ■ Project branded website                | ■ Eblast/Press release #1 (electronic) |
| ■ Informational brochure #1 (electronic) | ■ Eblast/Press release #2 (electronic) |
| ■ Informational brochure #2 (electronic) | ■ Eblast/Press release #3 (electronic) |
- 

### **Task 3: Meeting Attendance**

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#### **Subtask 3.1: Project Management Kick Off Meeting**

The purpose of the project management kick-off meeting is to define the roles and responsibilities of the Town and Matrix project teams and to discuss information needs and public outreach concepts as well as communication and status report protocols. At this meeting, Matrix will also discuss utilizing a project management app, the project title, branding and logo, data needs, timing, initial deliverables, and meeting dates. This meeting is budgeted to be in person unless otherwise arranged by the Town.

### ***Subtask 3.2: Town Staff Kick Off Meeting***

Matrix recognizes that Town staff have intimate knowledge of and experience working with the existing General Plan as well as knowledge of the Town's opportunities and constraints. Following the project management kick-off, Matrix will meet with identified Town staff and department heads to outline the project scope and goal and obtain input on key aspects of the Town. This meeting is budgeted to be in person unless otherwise arranged by the Town.

### ***Subtask 3.3: Individual/Focus Group Meetings (up to 6)***

The Project Team will conduct individual, face-to-face, or virtual interviews with Town department heads, elected officials, and/or key business and community leaders to gain a clear understanding of the issues, opportunities, and expectations for the update. Up to six (6) interviews with individuals or groups identified by the Town staff will be conducted. These meetings are budgeted to be in person unless otherwise arranged by the Town.

### ***Subtask 3.4: Community Meetings***

Two (2) community meetings will be held during the General Plan rewrite at the two project milestones – early for education on the general plan process and schedule as well as discussion on opportunities and constraints and vision statement memorialization, and mid-process for discussion and hands-on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

#### ***Subtask 3.4.1 Community Meeting #1***

Matrix will facilitate a community meeting to educate attendees about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community, as well as a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

#### ***Subtask 3.4.2 Community Meeting #2***

Matrix will facilitate a community meeting with hands-on interactive mapping exercises to determine future land use scenarios. Community members will be educated on existing conditions and future trends and then divided into groups to create their preferred future for the Town of Chino Valley. The resulting maps will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

### ***Subtask 3.5: Planning and Zoning Commission Workshops***

Two (2) Planning and Zoning Workshops will be held during the General Plan rewrite at two project milestones – early for education on the general plan process and schedule as well as discussion on opportunities and constraints and vision statement memorialization, and mid-process for discussion and hands-on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

#### ***Subtask 3.5.1 Planning and Zoning Commission Workshop #1***

Matrix will facilitate a Planning and Zoning Workshop to educate the Commission about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community and a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

#### Subtask 3.5.2 Planning and Zoning Commission Workshop #2

Matrix will facilitate a Planning and Zoning Workshop with hands-on interactive mapping exercises to determine future land use scenarios. We will present existing conditions and future trends and facilitate an exercise with the Commission on their preferred future for the Town of Chino Valley. The resulting map will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

#### **Subtask 3.6: Town Council Workshops**

Two (2) Town Council Workshops will be held during the general plan rewrite and the meetings will be held during the two project milestones – early for education on the general plan process, schedule, input venues as well as discussion on opportunities and constraints and vision statement memorialization and mid process for discussion and hands on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

##### Subtask 3.6.1 Town Council Workshop #1

Matrix will facilitate a Town Council Workshop to educate the Commission about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community and a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

##### Subtask 3.6.2 Town Council Workshop #2

Matrix will facilitate a Town Council Workshop with hands-on interactive mapping exercises to determine future land use scenarios. We will present existing conditions and future trends and facilitate an exercise with the Commission on their preferred future for the Town of Chino Valley. The resulting map will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

#### **Subtask 3.7: Planning and Zoning Commission Hearing**

Matrix and the Town's project management team will present the final draft to the Planning and Zoning Commission for a recommendation of approval. The Town will prepare the staff report and advertise the hearing with Matrix support and Matrix will provide a PowerPoint summarizing the plan, maps, graphics and any needed meeting materials. The final draft of the plan will be delivered to the Town in time for the staff report to be prepared.

#### **Subtask 3.7: Town Council Hearing**

Matrix and the Town's project management team will present the final draft of the general plan to the Town Council for approval. The Town will prepare the staff report and advertise the hearing with Matrix support and Matrix will provide a PowerPoint summarizing the plan, maps, graphics and any needed meeting materials. The final draft of the plan including any needed revisions following Planning and Zoning Commission will be delivered to the Town in time for the staff report to be prepared.

### Deliverables Task 3

- Project management kick off meeting, agenda, and summary of the meeting
- Town staff kick off meeting, agenda, and summary of the meeting
- Focus group / individual interviews and summary of all the meetings (up to 6)
- Community meeting #1, agenda, PowerPoint, and summary of the meeting
- Community meeting #1, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission workshop #1, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission workshop #2, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission hearing agenda, PowerPoint, and summary of the meeting
- Town Council workshop #1, agenda, PowerPoint, and summary of the meeting
- Town Council workshop #2, agenda, PowerPoint, and summary of the meeting
- Town Council hearing agenda, PowerPoint, and summary of the meeting
- Maps and graphics needed for all community meetings and public hearings

## Task 4: Status Reports

### Subtask 4.1: Project Management Coordination

Matrix will conduct standing monthly in person meetings at the Town with the Town's project management team and communicate via conference or virtual calls as may needed throughout the month. If approved by the Town, Matrix would propose that these monthly coordination meeting be virtual via the Microsoft Teams platform.

### Subtask 4.2: Monthly Status Reports

Twelve monthly status reports will be provided by Matrix to the Town's project management team and others as determined in Subtask 3.1. These status reports will be delivered at time of invoicing in the early part of the month for the previous month's work. It is understood that the Development Services Director will then submit these status reports to Town Council.

### Deliverables Task 4

- Monthly project management coordination meetings, agenda, and summary (up to 12)
- Monthly status reports (Electronic)

## Task 5: Draft General Plan Elements

### Subtask 5.1: Working Draft Elements

The General Plan rewrite will include both mandatory elements, land use and circulation, and other optional elements that may be appropriate such as economic development, water resources, public facilities, open space, and housing. Matrix will coordinate with the Town staff as to the appropriate elements to include as well as deriving information from the first set of community meetings and public workshops. The working draft elements will be reviewed by Town staff and others as directed by the Town as well as at the second set of community meetings and public workshops, Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment. This process will result in the Draft General Plan.

### **Subtask 5.2: Draft General Plan Rewrite**

Following the review of the working draft elements, Matrix will produce and distribute the Draft General Plan complete with appropriate map exhibits as well as an implementation chapter with near-, mid-, and long- term tasks such as the zoning code update. This document will be made available electronically for all Town staff to review. Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment. The result of this task will be the 60-day Draft General Plan.

### **Subtask 5.3 60-Day Draft General Plan Rewrite**

The 60-day Draft General Plan is a complete plan, suitable for public and outside agency review. This Draft General Plan will be printed per specifications listed below and distributed broadly as directed by Town staff and required by State Law. At the conclusion of the 60-day review period, Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment.

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#### **Deliverables Task 5**

- Working draft elements (electronic)
- Draft General Plan rewrite (electronic)
- 60-day draft General Plan rewrite (25 printed, bound copies, and electronic versions in Word/PDF)

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### **Task 6: Preparation of Notices**

#### **Subtask 6.1: Workshop, Public Hearing, and Legal Notices**

Matrix will assist the Town staff in preparing all workshop, public hearing, and legal notices for all meetings listed in Subtasks 3.4-3.7. The Town will be responsible for posting and distributing said notices.

#### **Subtask 6.2: Notices to County, State, and Other Agencies**

Matrix will assist the Town staff in preparing all notices for county, state, and other agencies as required by state law or directed by the Town staff. The Town will be responsible for distributing said notices.

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#### **Deliverables Task 6**

- Workshop, public hearing, and legal notices for meetings (electronic)
- Notice at time of 60-day draft General Plan to County, State, and other agencies (electronic)

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### **Task 7: Adoption of the General Plan**

#### **Subtask 7.1: 60-Day Review Period**

After the required 60-day public review period and in accordance with Arizona Revised Statutes, Matrix will conduct one (1) public hearing with the Planning and Zoning Commission as described in Subtask 3.7 to one (1) public hearing with the Town Council as described in Subtask 3.8. Due to the Town's population and growth rate, the General Plan will need to be ratified by citizen vote, which is discussed more in Task 8.

#### **Subtask 7.2: Planning and Zoning Commission Draft General Plan**

Matrix will ensure any comments received from the 60-Day public review period are incorporated into the Planning and Zoning Commission Draft General Plan prior to the date it is required by the Town for the staff report.

### **Subtask 7.3: Town Council Draft General Plan**

Matrix will ensure any comments received from the Planning and Commission hearing are incorporated into the Town Council Draft General Plan prior to the date it is required by the Town for the staff report.

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#### **Deliverables Task 7**

- Planning and Zoning Commission Draft General Plan (electronic)
- Town Council Draft General Plan (electronic)

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### **Task 8: Preparation of the Final General Plan**

#### **Subtask 8.1: Final General Plan Rewrite**

During this task, Matrix will provide the Town with a final adopted general plan per Town's specifications below. This final adopted General Plan will be the final version necessary for the Town Clerk to prepare the ballot initiative for voter ratification at the next election of the Town's choice.

#### **Subtask 8.2: Ratification Support**

Typically, legal counsel does not permit Town funds to be expended on general plan tasks following adoption, other than submittal of the final deliverables, as it may be construed as expending public funds to support a ballot initiative. However, to the extent permitted by the Town Attorney, Matrix can assist the Town following Council adoption of the General Plan, which will be subject to a separate scope of work and fee. Regardless, the public engagement process including the Ambassador Program is designed to support successful marketing and ratification of the plan.

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#### **Deliverables Task 8**

- Final General Plan Rewrite (electronic)

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### **Task 9: Format of the Final General Plan**

#### **Subtask 9.1: Final Camera-Ready Document**

Matrix will produce final camera-ready deliverable of the general plan printed per specifications listed below including an editable, reproducible electronic file ready for the publication on the website. A copy of this plan will also be provided in both Word and PDF and all final text, maps, and illustrations will be submitted in an electronic format.

#### **Subtask 9.2: Executive Summary Brochure**

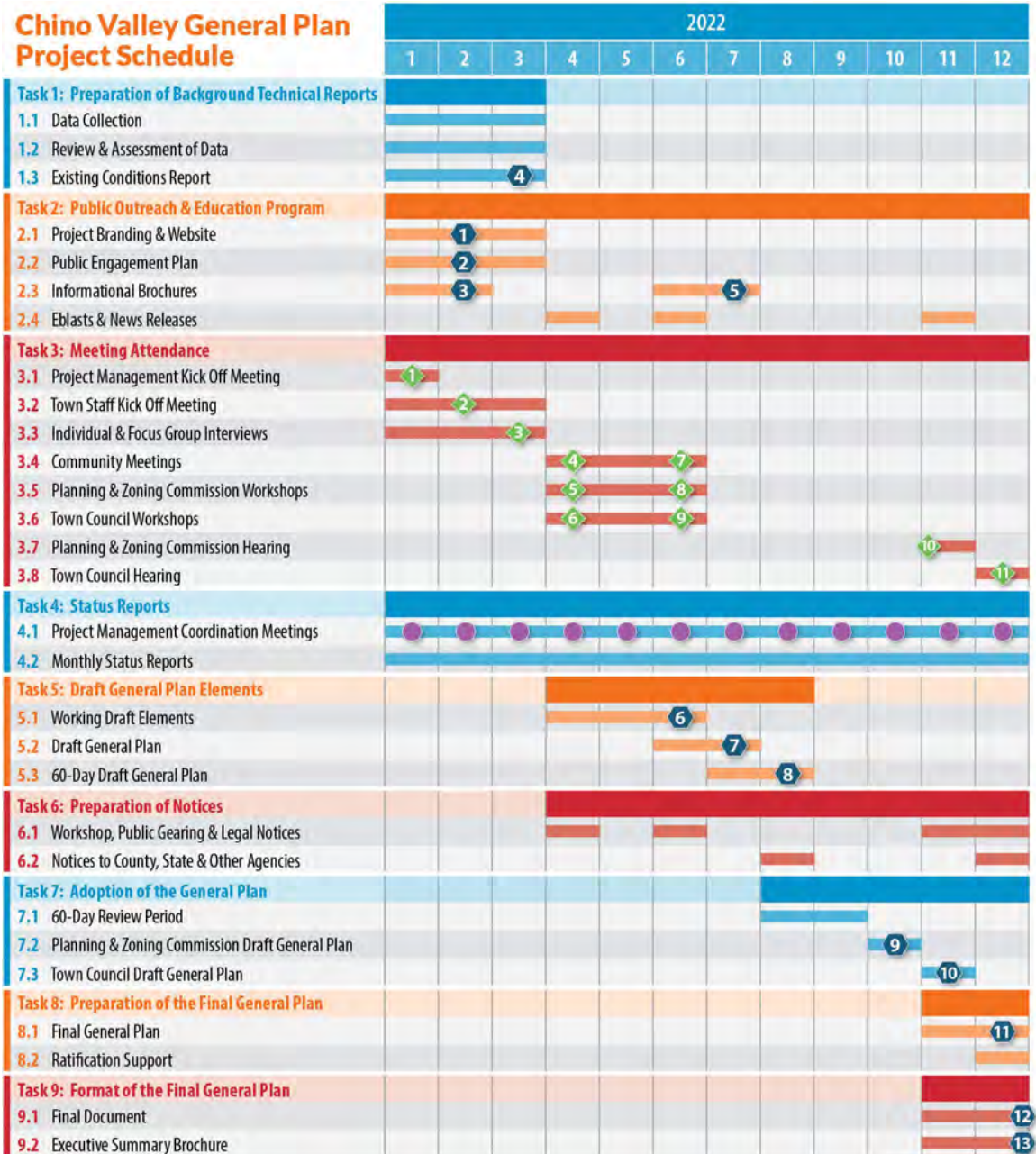
Matrix will provide an executive summary of the final general plan printed per specifications listed below, including finding of facts and a statement of overriding consideration. This brochure will also include a summary of the implementation tasks.

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#### **Deliverables Task 9**

- Final camera-ready document (25 printed, bound copies, and electronic versions in Word/PDF)
- Executive summary brochure (2 hard copies and one electronic in Word/PDF)

## 6. Project Schedule



### Project Milestones

#### Deliverables:

- |                                                                    |                                                   |
|--------------------------------------------------------------------|---------------------------------------------------|
| 1 Project Branding & Website                                       | 7 Draft General Plan                              |
| 2 Public Engagement Plan                                           | 8 60-Day Draft General Plan                       |
| 3 Informational Brochure #1: General Plan Process                  | 9 Planning & Zoning Commission Draft General Plan |
| 4 Existing Conditions Report with GIS Maps                         | 10 Town Council Draft General Plan                |
| 5 Informational Brochure #2: Vision Statement & Preferred Land Use | 11 Final Town Council General Plan                |
| 6 Working Draft Elements                                           | 12 Final Document                                 |
|                                                                    | 13 Executive Summary                              |

#### Public Meetings:

- |                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| Monthly Project Team Meetings              | 6 Town Council Workshop #1                 |
| 1 Project Management Team Kick Off Meeting | 7 Community Meeting #2                     |
| 2 Town Staff Kick off Meeting              | 8 Planning & Zoning Commission Workshop #2 |
| 3 Individual/Focus Group Interviews        | 9 Town Council Workshop #2                 |
| 4 Community Meeting #1                     | 10 Planning & Zoning Commission Hearing    |
| 5 Planning & Zoning Commission Workshop #1 | 11 Town Council Hearing                    |



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# Appendix





## Celeste Werner, FAICP

**Project Director;  
Community Participation Task Lead**

### Areas of Expertise

Comprehensive Planning  
Community Planning  
Visioning Facilitation and Public Involvement  
Master Planning  
Economic Development  
Governance/Policy Planning

### Education

**B.S.** – Urban Planning,  
Arizona State University, 1985  
**B.S.** – Landscape Architecture,  
Arizona State University, 1985

### Professional Registrations/Affiliations

American Institute of Certified Planners  
College of Fellows (FAICP)  
American Planning Association  
American Planning Association,  
Federal Planning Division, Treasurer  
International Association for Public  
Participation  
Association of Defense Communities,  
Former Board Member  
Society of American Military Engineers  
Former City of San Diego City  
Councilmember Deputy Chief of Staff  
Former City of San Diego Planning  
Commission

Celeste is an industry leader with more than 35 years of experience delivering cutting-edge solutions that meet client objectives and make community visions real. She has served in both the public and private sectors and cultivated in-depth knowledge and technical expertise in land use and growth management planning, compatibility planning, comprehensive and master planning, redevelopment/renewal and urban design, and zoning. Celeste is a proven project and program manager and has successfully executed projects for municipal, state, and federal clients throughout Arizona and the United States. Celeste is also a nationally recognized public facilitator who focuses on conflict resolution, collaboration, and consensus building as key to the successful adoption and implementation of planning strategies and solutions. She has directed multiple projects that have been awarded Outstanding Collaborative Project by the American Planning Association.

### Relevant Experience

#### Coconino County JLUS Implementation | *Flagstaff, Arizona*

Celeste is the project manager for the Coconino County compatible use implementation in Flagstaff, Arizona. For this project, Matrix is conducting six separate implementation tasks – creating a dark sky non-conforming database, developing a public outreach and education campaign plan for local communities, conducting a forest industry feasibility study to manage overgrown forest areas that have high potential for wildfires, developing state-level legislation analysis and a strategic engagement plan to promote state legislation to protect the installations, creating an installation resiliency report, and conducting an economic impact study for Camp Navajo to provide economic benefit information to the communities.

#### Marana General Plan Update | *Marana, Arizona*

Celeste was the project manager for this project, which had extensive public outreach to help stakeholders work through several issues unique to the Town of Marana. Such issues included the evaluation of Arizona State Land for developability and preservation, assessment of impacts related to the newly proposed Interstate 11 Corridor, development of multimodal, active transportation routes, and the development of strategies to guide future growth in sensitive areas.

#### Flagstaff Southside Community Mapping and Visioning | *Flagstaff, Arizona*

Celeste was the project director for this award-winning project and worked closely with the City of Flagstaff to engage local stakeholders and the public to develop a mapping and visioning concept for Flagstaff's Southside Neighborhood. The Southside

## Celeste Werner, FAICP



community supports the City's historical and cultural heritage, as well as its economic base and tourism, and this exercise focused on striking a balance between the two. A key outcome of the stakeholder engagement was to develop a list of values and assets that should be protected and embraced as the neighborhood continues to grow in the future. This project was the first step in the process of developing a Southside Neighborhood specific plan that includes policies for future development.

### **Buckeye General Plan Update | *Buckeye, Arizona***

Celeste was the project manager for this unique planning project for the City of Buckeye. She led the community engagement program, which was crucial for achieving buy-in from the public regarding changes and updates to the existing plan and entitled areas. The Imagine Buckeye 2040 General Plan update was completed in 2018 and received the APA award for Best General Plan. It has several examples of creative and original approaches to the development and production of a General Plan.

### **La Junta Comprehensive Plan | *La Junta, Colorado***

Celeste was the project director for the development of the La Junta Comprehensive Plan. La Junta enjoys a reputation as a classic, small-town, family-friendly western community, but its plan was out of date and not able to respond to the changing needs of residents and businesses. The update process established a baseline for the community, developed a vision statement to reflect where the community wants to be, and established the goals, policies, and implementation actions needed to reach this vision.

### **Lochbuie Comprehensive Plan and Land Development Code Update | *Lochbuie, Colorado***

Celeste was the project manager for the comprehensive plan for this bedroom community of the Denver Metro area that has a limited commercial base. The Town required a new updated Comprehensive Plan and Land Development Code that aligned with the vision and desires of the town leaders and residents because active new home construction ongoing along with construction of a new Town Hall and planned a streetscape design for a new main street. The intent of the updates for both the comprehensive plan and the land development code was to update the entire plan and align it with the ambitions and vision of the community. The Town required a plan and code that were user-friendly and consistent with each other. The plan focused on numerous planning topics including but not limited to land use, economic development, development / redevelopment, and infrastructure.

### **Glendale General Plan Update | *Glendale, Arizona***

Celeste was the project manager for this award-winning general plan update, which dealt with unique aspects of the City of Glendale as a newly established sports and entertainment hub in the Phoenix metropolitan area. The plan addressed numerous aspects of suburban living including land use and redevelopment, open space preservation and development, environmental planning, water resources, and growth areas. Public outreach was an important aspect of the project.

### **Glenview Comprehensive Plan Update | *Glenview, Illinois***

Celeste oversaw this project which Matrix was awarded due to our extensive experience and proven track record leading complex outreach processes that result in stakeholder buy-in. The plan update included land use and downtown planning, open space and trails planning, transportation planning, including bike/ped infrastructure, and economic development strategies. The project also included the development of 13 subarea plans for the purpose of guiding future redevelopment. Celeste and the Matrix Team utilized several outreach techniques, such as a marketing video, workshops, charrettes, community surveys, values planning, and scenario planning.

### **Town of Gila Bend General Plan | *Gila Bend, Arizona***

Celeste served as project manager for Gila Bend's General Plan which included: a comprehensive inventory and analysis; issue identification; formulation of goals, objectives, and policies; and the development of land use, circulation, and other related plan elements.



## Terri Hogan, AICP

### Project Manager

#### Areas of Expertise

General/Comprehensive Planning  
 Community/Regional Planning  
 Master/Site Planning  
 Land Use Planning  
 Water Resource Planning  
 Open Space Planning  
 Development Planning  
 Zoning and Subdivision Regulations  
 Governance/Policy Planning  
 Community Engagement and Facilitation

#### Education

**M.S.** – Environmental Planning, Community Planning emphasis, Arizona State University, 2000

**B.S.** – Justice Studies, Grand Canyon University, 1994

#### Professional Registrations/Affiliations

American Institute of Certified Planners (AICP), Certificate No. 113587

American Planning Association (APA)

Arizona Chapter of American Planning Association

Terri has more than 30 years of professional experience in local/regional government, the military, and internationally. She has managed complex and high-profile development projects, master-planned communities, Community Development Block Grant (CDBG) projects, and long-range projects as well as teams of planners and other professionals in both development and long-range projects. Terri is currently an Honorary Commander at Luke AFB, served as co-chair of the Valley Partnership City/Town Committee, the President and Director-at-Large of the American Planning Association's (APA) Arizona Chapter, co-chair of the 2020 State Planning Conference, founded the Women in Planning Group (WPG) for the Arizona Chapter, and her article Arizona's Cool (Planned) Places was featured in Planning Magazine, published by the APA. Terri is a respected leader in the planning and development industry and widely known as a collaborative, problem-solving professional who builds relationships and provides practical solutions.

#### Relevant Experience

##### Page General Plan Update | Page, Arizona

Terri is the Project Manager for the Page 10-Year General Plan Update, which is a comprehensive rewrite that includes seven topic areas. There is extensive public involvement as well as management of a steering committee and a sub consultant.

##### Pinal County Comp Plan Update | Florence, Arizona

Terri is the Project Manager for the Pinal County Comprehensive Plan Update. This update is a major amendment and will add a military compatibility element to the comprehensive plan. The project requires extensive participation from public and private entities and is grant funded.

##### Buckeye Airport Area Plan | Buckeye, Arizona

Terri is the project manager for the Buckeye Airport Area Plan. This plan is a short-term implementation task of the Buckeye General Plan and a significant priority for the city in term of economic development. The plan will be used for policy guidance for the city staff and the development community to guide growth and identify future priorities for the activity center.

##### Buckeye General Plan Update | Buckeye, Arizona

Terri was the project manager for the City of Buckeye 2018 General Plan update. Community involvement was crucial for achieving public buy-in regarding changes and updates to the previous plan and entitled areas, and the public involvement process was detailed and extensive. Terri was recognized as the City of Buckeye Municipal Employee of the Year for her work on the *Imagine Buckeye 2040 General Plan* in 2018. The plan was also awarded Best General Plan by the APA in 2019.

## Terri Hogan, AICP



### **Buckeye Master Specific Area Plans | *Buckeye, Arizona***

Terri oversaw the review process and finalization of the El Rio District Area Plan, the Wildlife Corridor Study, the Transportation Master Plan, the Bicycle Pedestrian Master Plan, and the ASU Downtown Study as well as overseeing administration of 26 master-planned communities.

### **Maricopa County Comprehensive Plan Update | *Phoenix, Arizona***

Terri successfully completed Maricopa County's Open Space Element for Maricopa County's Comprehensive Plan Update per the Growing Smarter Act working with a variety of industry experts and stakeholders throughout the process.

### **Maricopa County Master Planning, Zoning Review, Development Update | *Phoenix, Arizona***

Terri was project manager for numerous amendments to the zoning ordinance and subdivision regulations and has extensive experience with zoning and development plan review. Terri had extensive experience with development and management of master plans and was also responsible for the review of zoning, variance, site plan, and use requests.

### **Beaudesert Shire | *Queensland, Australia***

Terri was project manager of development applications per the Queensland Integrated Planning Act including plan review, coordination of comments from multi-disciplinary departments as well as recommendation to political boards.

### **State of Arizona, Department of Water Resources | *Phoenix, Arizona***

Terri managed Assured Water Supply Certificates for the Phoenix Metropolitan Area, facilitated meetings with technical experts in the water industry, managed annual water use reporting for municipalities in the Phoenix Management Area and conducted research and for the state water management plan.

### **Arizona State University | *Tempe, Arizona***

Terri collaborated with a team of graduate students to complete a West Valley bio-physical and socio-economic inventory of West Valley Municipalities, Goodyear's Open Space and Agricultural Preservation Plan and solely completed her graduate thesis entitled and published as "The influence of garden cities on new communities in the Phoenix Metropolitan Area."



## Edward Boik, AICP

### Land Use Planning Task Lead

Ed is a professional planner with 21 years of city planning experience in urban and suburban communities, and the private sector. He has worked on a wide range of community planning projects that includes general plans, area plans, master planned communities, zoning, and design regulations. His skills include public outreach, conducting workshops, and presenting to governing bodies. His strong communication skills allow him to establish productive working relations and clearly interact with all audiences from elected officials to staff, to outside agencies and the public. Ed effectively communicates, assesses, and develops implementable policies, plans, and codes to meet community planning and development goals.

#### Areas of Expertise

Comprehensive/General Planning  
Master Planning/Site Planning  
Public and Stakeholder Engagement  
Community Planning/Area planning  
Zoning/Design /Form-Based and Land Development Ordinances  
Planning & Zoning/Site Plan Review  
Compatibility Planning  
Military Installation Resiliency

#### Education

**B.S.** – Geography, emphasis in GIS and Urban Economic Systems, Northern Illinois University, 2000

#### Professional Registrations/Affiliations

American Institute of Certified Planners (AICP), Certificate No. 025657  
American Planning Association  
American Planning Association – Arizona Chapter

#### Relevant Experience

##### Coconino County Compatible Use Implementation | Flagstaff, Arizona

Ed is currently serving as Deputy Project Manager for the Coconino County Compatible Use Implementation. The project addresses several key compatibility issues and resiliency concerns for the communities around Camp Navajo. The plan identifies threats to the communities and results in actions they may take to prepare for and minimize the effects of extreme weather events, wildfires, light pollution and development, and changes in environmental conditions, as well as impacts to transportation, logistics, and resources.

##### City of Buckeye General Plan | Buckeye, Arizona

Ed was the Deputy Project Manager for the Imagine Buckeye 2040 General Plan update. Community involvement was crucial for achieving public buy-in regarding changes and updates to the previous plan and entitled areas, and the public involvement process was detailed and extensive. The plan also took into consideration future population growth, existing zoning, and other land use-related factors, including future land uses, military compatibility factors, transportation, the natural environment, and economic development, to create a vision for the future. The plan was also awarded Best General Plan by the APA in 2018.

##### Peoria Master Planning, Zoning Review, Development Code & General Plan | Peoria, Arizona

Ed was the Project Manager for numerous amendments to the Development Code and has extensive experience with all varieties of zoning and development plan review. Ed was responsible for development code amendments to regulate medical marijuana dispensaries and improve overall code useability. Ed had experience with community master planning and assisted with the 2011 Peoria General Plan update. Ed was also responsible for the review of zoning, variance, site plan, and use requests.

## Edward Boik, AICP



### Heart of Peoria Land Development Code | *Peoria, Illinois*

Ed was a lead planner for the Heart of Peoria Land Development Code which introduced form-based zoning and context sensitive design standards to support the redevelopment of the pre-1950 portion of Peoria. Extensive public support and business community buy-in ensured the code was implementable and appropriate to stimulate redevelopment in areas hampered by decades of disinvestment. The code not only pertained to private property but also included streetscape and roadway standards for four intensely planned form-based districts which were historical neighborhood and economic centers.

### Landscape Code Implementation | *Peoria, Illinois; Peoria, Arizona; Buckeye, Arizona*

Ed has two decades of experience with site and landscape plan review and understands that a great landscape code is only great if it can be implemented. Ed's public sector experience allows him to understand the effects of landscape requirements and how to best ensure the code can be effectively implemented and supported by developers and the community.

### Fort Huachuca Joint Resource Utilization Study (JRUS) and Military Installation Resiliency (MIR) | *Sierra Vista, Arizona*

Ed is assisting on the Fort Huachuca JRUS and MIR. The JRUS is a detailed land use and resource compatibility assessment project that focuses on identifying and addressing points of conflict and integration of resources and services among Fort Huachuca, the Buffalo Soldier Electronic Training Range, and the surrounding communities, with a focus on addressing vertical obstructions, shared infrastructure and support services, community/military relations, and military aircraft operations. The MIR component involves focuses on developing a climate change vulnerability assessment matrix that aligns Army climate change hazard indicators with scientifically predicted climate change and extreme weather events for the study region that are cross-referenced against the following Army mission resiliency categories: operations, training, testing and readiness; facilities and infrastructure; environment, environmental compliance, and conservation; and acquisition and supply chain. Each component involved the development of strategies to address compatibility and resiliency concerns with specified time frames and responsible parties.

## Other Experience

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- City of Buckeye, Arizona General Plan 2018
- City of Peoria, Arizona General Plan 2011
- Trillium Master Planned Community
- Tartesso Master Planned Community
- Festival Ranch Master Planned Community
- Lake Pleasant Heights Master Planned Community
- Peoria, Arizona Sports Complex Mixed-Use Implementation
- City of Buckeye, Arizona Development Code Updates
- City of Buckeye Digital Sign Code; Employment Zoning Overlay District
- City of Peoria, Arizona Development Code Updates
- City of Peoria, Medical Marijuana Code
- City of Peoria, Illinois Development Code Updates
- City of Peoria, Illinois Heart of Peoria Plan and Form-Based Code



## Scott Barnhart, PE, PTOE

### Transportation Planning Task Lead

Scott has almost 30 years of experience as a transportation engineer. He has successfully managed projects ranging from roadway designs and traffic analyses to interchange, corridor, and master plan studies. Scott's experience working as a public agency employee gives him the perspective on how much public agencies need to accomplish with diminishing resources. This experience allows Scott to develop short-term and long-term solutions that are cost-effective and practical.

### Relevant Experience

#### Areas of Expertise

Transportation and Infrastructure Planning

Program Management

Transportation Engineering and Modeling

Traffic Design

Program Management

#### Education

**B.S. – Civil Engineering**  
University of California at Berkeley

#### Professional Registrations/Affiliations

Arizona Professional Engineer,  
License No. 71411

Professional Traffic Operations  
Engineer (PTOE), Certification No. 527

Colorado Professional Engineer,  
License No. 37447

California Professional Engineer,  
License No. 57117

California Traffic Engineer,  
License No. 2079

Institute of Transportation Engineers  
(ITE)

American Society of Civil Engineers  
(ASCE)

#### City of Buckeye Transportation Master Plan | Buckeye, Arizona

Scott was the Lead Traffic Engineer responsible for developing the City's first transportation master plan, which includes bicycle, pedestrian, and transit facilities and their integration into the roadway network. The plan also provides for off-roadway multi-use trails. The Transportation Master Plan was a major part of the award-winning General Plan update.

#### City of Colorado Springs Capital Improvement Projects Program Management | Colorado Springs, Colorado

As the Lead Project Manager for this voter approved program, Scott was charged to assist his group and the senior staff of the City of Colorado Springs in the oversight and coordination of a pre-established list of capital improvement projects in the Colorado Springs area. This challenging and comprehensive design and construction management oversight effort encompasses projects varying in complexity and magnitude, with budgetary and schedule constraints. The ultimate objective of this combined consultant and City staff effort was to successfully execute, oversee and deliver the projects from procurement initiation to construction closeout.

#### Main Street Extension Feasibility Study | Conifer/Aspen Park, Colorado

Scott was the Task Manager for determining the feasibility of extending Main Street from Aspen Park on the north to Conifer on the south. Traffic forecasts and operations analyses were developed for three different land use scenarios and multiple roadway extension alternatives, including a no-build alternative. The traffic forecasts and operations analyses were used to help determine the feasibility of extending Main Street and in selecting a preferred alternative for the Main Street extension.

#### City of Colorado Springs Development Review Traffic Engineering | Colorado Springs, Colorado

Scott served as the On-Call Traffic Engineer for the City of Colorado Springs in charge of reviewing development traffic impact studies and submittals. Scott was also instrumental in rewriting the City's Traffic Engineering Criteria Manual.

## Scott Barnhart, PE, PTOE



### **SH 133 Corridor Feasibility Study | *Carbondale, Colorado***

Scott served as the Traffic Engineering Manager responsible for completing traffic analysis and making recommendations for access management, traffic signal installations, and intersection configurations. The project investigated existing conditions and proposed improvements to the existing SH 133 roadway corridor from SH 82 to Meadowood Drive (approximately 2.2 miles).

### **Fort Bliss Interim Land Development Engineering | *Fort Bliss, Texas***

Scott was the Traffic Engineering Task Manager responsible for preparing a traffic impact study for the development of six brigade combat teams (BCTs) on Biggs Army Airfield, as an expansion for Fort Bliss. Critical project issues included coordination with the City of El Paso, the El Paso Metropolitan Planning Organization, and the Texas Department of Transportation.

### **Naval Support Activity Mechanicsburg JLUS | *Hampden Township, Pennsylvania***

Scott was the Transportation Lead for this joint land use study (JLUS) project which included attending public and agency workshops to discuss perceived traffic and transportation issues surrounding NSA Mechanicsburg as well as developing short-term and long-term solutions to prioritize, study, and solve the perceived issues.

### **OmniPark Traffic Impact Study | *Lone Tree, Colorado***

Scott was the Project Manager responsible for preparing a traffic impact study for the OmniPark Planned Development in the northeast corner of I-25 and Lincoln Avenue in Lone Tree, Colorado. Critical project issues included spacing of access points and mitigation of traffic congestion along Lincoln Avenue between Park Meadows Drive and I-25.

### **MCAS El Toro Master Development Plan | *Orange County, California***

Scott was the Traffic Engineer responsible for preparing a traffic mitigation feasibility and cost estimate study for traffic mitigation measures proposed to convert Marine Corps Air Station (MCAS) El Toro into an international airport.

### **Research Parkway/Chapel Hills Drive Traffic Signal Design | *Colorado Springs, Colorado***

Scott was a Task Lead designing replacement traffic signal equipment for the intersection of Research Parkway and Chapel Hills Drive that allowed the new equipment to be constructed while the existing signal stayed in operation. Matrix was able to procure new traffic signal equipment such as traffic signal poles and supplemental pedestrian posts to meet ADA and Manual on Traffic Control Devices (MUTCD) requirements. The project was completed 65% under budget.

### **Dublin Boulevard and Peterson Road Intersection Design | *Colorado Springs, Colorado***

Scott performed a study of this busy, all-way stop-controlled intersection with an elementary school on the southeast corner. The afternoon pick-up from the school caused backups and intersection congestion. Scott and the Team created a micro-simulation model of the intersection and checked traffic volumes against traffic signal installation criteria in the Manual of Uniform Traffic Control Devices (MUTCD). They determined that a traffic signal should be installed at the intersection along with curb and median realignments to shorten pedestrian crossing distances and create better north/south alignment through the intersection. Matrix created conceptual design, preliminary design (30%) and final design (90%) documents through October 2018 when the City placed the project on hold pending relocation of the school. The project was re-initiated in April 2020 with a revised final design (90%) plans, specifications, and estimate package. Matrix is currently working with the City and landscaping district to finalize design issues and will prepare construction documents for the City to advertise.

### **Montanoso Drive Traffic Management Plan | *Mission Viejo, California***

Scott was the Project Manager responsible for the development of a traffic management plan along Montanoso Drive in the City of Mission Viejo and the preparation of a plans, specifications, and estimate (PS&E) package for the construction of traffic calming/management devices along Montanoso Drive, a critical pedestrian route to several neighborhood schools.



## Drew Beck, PE, CFM, PMP

### Water Rights and Planning Task Lead

Drew is a senior water resource engineer and project manager with over 20 years of engineering experience with a wide range of engineering abilities including storm drainage modeling/hydraulic analysis, preparation of drainage reports and construction documents, water rights, storm water management planning, urban water quality modeling including best management practice, and low impact development analysis. He also has experience on complex integrated projects requiring multi-discipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is an active member of the Colorado Association of Stormwater and Floodplain Managers and is in constant contact with his colleagues on the latest in drainage, water quality, and floodplain news.

#### Areas of Expertise

Water Quality Investigation  
 Water Rights  
 Watershed Modeling and Planning  
 Drainage Analysis and Design  
 Floodplain Evaluations  
 Municipal Utility Design

#### Education

**M.S.** – Hydrology, Colorado School of Mines, 2014

**B.S.** – Civil Engineering, Santa Clara University, 2000

#### Professional Registrations/ Affiliations

Arizona Professional Engineer,  
License No. 66479  
 Colorado Professional Engineer,  
License No. 48153  
 California Professional Engineer,  
License No. 66037  
 NCEES No. 54800  
 Certified Floodplain Manager (CFM),  
License No. 09-04545  
 Colorado Association of Stormwater  
and Floodplain Managers (CASFM),  
Board Chair  
 American Society of Civil Engineers  
(ASCE)  
 ASCE Journal Peer Reviewer  
 Project Management Professional

#### Relevant Experience

##### City of Lafayette Major Drainageway Plan | Lafayette, Colorado

Drew was the Project Manager for the City of Lafayette Major Drainageway Plan which included the City of Lafayette as well as the Mile High Flood District. The watershed problems and solutions were quite unique in this suburban watershed which is tributary to Coal Creek. Master plan improvements aimed to reduce potential suburban flooding impacts and also address nuisance flooding in the older parts of the City.

##### Utility Geospatial Planning Model and Financial Analysis | Colorado Springs, Colorado

Drew is the technical lead and deputy project manager for the project which creates a GIS-based model to evaluate future growth within and adjacent to the City for utility planning purposes for all four (water, wastewater, gas, electric) of Colorado Springs Utilities' (CSU's) services. The technical team completed a detailed statistical analysis of 500 million lines of data to analyze utility demands for all four utilities so that future planning scenarios can be evaluated, especially as they relate to annexation potential. The outputs will seamlessly integrate with CSU's existing technical models so that each utility type can plan on the same projections. Matrix is also completing a financial impact analysis so that CSU can better understand the impacts of annexation, regionalization, infrastructure costs, and resource acquisition.

### **Water Conservation Analysis | Greeley, Colorado**

Drew was the technical advisor and provided QA/QC for Greeley's Water Efficiency Tactical Team which sought opportunities to conserve water within five City of Greeley parks, all of which irrigate with raw water and included ponds for irrigation water storage. The study was intended to examine past water use in the parks and identify methods to conserve and reduce water use. Water was depleted through blue grass irrigation, pond evaporation, pond seepage, and ditch transit losses. Supplemental water was provided to some parks through direct precipitation, groundwater inflow, and regional stormwater runoff inflow since the ponds are also used for stormwater management. Matrix prepared detailed monthly water budgets for all five parks and quantified potential savings through improved practices and vegetation conversions.

### **Upper Clear Creek Pre-Fire Planning | Clear Creek, Colorado**

Drew led the project which collected and synthesized large amounts of existing data from numerous stakeholders to leverage the value of the existing data and identify any critical data gaps. The subsequent analysis identified subwatersheds which are at the greatest risk of suffering a catastrophic wildfire while also prioritizing those subwatersheds which would be a direct threat to water supplies if they were impacted by a forest fire. The analysis was then coupled with identified critical infrastructure such as water supply diversions, water and wastewater treatment facilities, high hazard dams, and major roadway crossings to generate a list of high priority and high-risk locations in which pre-disaster mitigation activities could be focused. The study allows the stakeholders to target limited funds to implementing the most important risk mitigation projects as well as use the study to pursue grant opportunities.

### **Baseline Community – Preble Creek | Broomfield, Colorado**

Drew is the project manager for the planning and design of approximately 10,000 feet of stream improvements in Preble Creek from Highway 7 to 160th Avenue within the Baseline Community development including bank stabilization, grade control structures, a regional 40-acre-foot detention pond, and smaller localized water quality features. The design follows the Mile High Flood District's Maintenance Eligibility Program (MEP) and latest design guidelines to create a high functioning low maintenance stream which will be a valuable amenity to the community while also providing flood resiliency, enhanced habitat, and ecological value. Riffle-pool sequencing coupled with smaller un-grouted grade control structures are key engineering components that the stream uses and are interwoven with the parks designs to ensure that the Baseline Community's vision is fully realized.

### **Stormwater Infrastructure Master Plan (SIMP) | Colorado Springs, Colorado**

Drew was the project manager for assembling and prioritizing a stormwater infrastructure program for the City of Colorado Springs. The project entailed assembling identified infrastructure needs from multiple sources and differing criteria. Creating an equal cost comparison was essential to the project so that the City's annual capital budgeting process can be planned accurately. In addition, an extensive field assessment was completed of more than 160 miles of open channels within the City. The assessments help prioritize previously identified projects for CIP implementation.

### **CDOT Permanent Long-Range Water Quality Master Plan | Colorado**

Drew was the project manager for creating a statewide master plan for all Colorado Department of Transportation (CDOT) Municipal Separate Storm Sewer System (MS4) roadways including determining areas currently treated as well as identifying potential future opportunities for water quality BMPs. Geographic information system (GIS) was a critical tool used to analyze system wide BMP impacts. Understanding MS4 Phase 1 and Phase 2 permit requirements as well as CDOT's unique MS4 permitting issues were critical to successful project completion. In addition, the project was a critical first step toward implementing CDOT's recently updated new development/redevelopment program.



## Chris Martin, GISP

### GIS/Mapping/StoryMap Task Lead

Chris has 19 years of professional experience in the GIS field and has been with Matrix 15 years. As a certified GIS Professional, he has provided support in both the public and private sectors on diverse projects including master planning and concept design, asset management, field data collection, floodplain modeling, financial analysis, capital planning, watershed management, GIS data improvement, custom application design, database development, and various water resource applications.

### Relevant Experience

Chris has extensive experience harnessing GIS for various community and military compatibility planning projects. These projects have involved multiple stakeholders, requiring the aggregation and standardization of disparate GIS datasets. The GIS data were often reorganized into a database designed for improved data management, and a data inventory system was maintained to track the lineage and development of all GIS and tabular data throughout each project. Analyses have included land use compatibility assessments using factors such as wind and solar alternative energy potential mapping, noise zones, vertical obstructions potential, safety zones, zoning analysis, infrastructure extension potential, natural resource evaluations, and 3D spatial assessments. The resulting data were conveyed in easy-to-understand maps and tables.

#### Luke Air Force Base Targeted Growth Management Plan | Glendale, Arizona

This project was a community-led, collaborative regional planning effort between Maricopa Association of Governments, Luke Air Force Base, and surrounding jurisdictions in the West Valley region of the greater Phoenix Metropolitan Area. GIS was responsible for designing and building a web-based StoryMap with interactive maps that presented dense report data and narrative in a format that could be easily accessed and understood by the general public. We also performed proximity analyses, generated density base maps, and maintained cartographic consistency across deliverables.

#### Envision Glendale 2040 General Plan | Glendale, Arizona

The general plan update took place for a variety of reasons: to be consistent with Arizona general plan legislation; to reflect current conditions such as the development of employment and transportation corridors of Loop 101, Loop 303, and Northern Parkway; to recognize the sports and entertainment district and to further Glendale's partnership with Luke AFB. Chris coordinated all mapping efforts for the update including the development of the land use map. He also analyzed existing community character and public services in GIS to inform recommendations and the underlying zoning code.

### Areas of Expertise

GIS Modeling  
Asset Management  
Database Development and Management  
Data Analysis  
Data-Driven Prioritization  
Capital Planning  
Project Management

### GIS Application Development Education

**M.S.** – Geographic Information Science, University of Denver, 2006  
**B.A.** – Geography, University of Denver, 2003  
**B.S.** – Environmental Science, University of Denver, 2003

### Professional Registrations/Affiliations

Geographic Information Systems Professional, Certification No. 91306

### Technical Skills

GIS Software: Esri ArcGIS Suite  
CAD Software: AutoCAD  
GPS Units: Trimble's Line of Products  
Programming: VB.NET, VBScript, ArcObjects, VBA, HTML, ColdFusion, and SQL

## Chris Martin, GISP



### **City of Buckeye El Rio Trail Feasibility Study | Buckeye, Arizona**

GIS project manager for the assessment of a 17-mile proposed trail system within Buckeye's Municipal Planning Area. Work included detailed existing conditions mapping, conceptual designs, and database management of field collected data.

### **Transportation Demand Model | Denver, Colorado**

Managed the development of a transportation demand model for the City of Denver's Department of Public Health & Environment. The model allows users to prioritize various health related indicators that may influence multi-modal transportation demand and guide future infrastructure investment as it relates to health.

### **Crestview Mobility Plan & Facilities Plan | Crestview, Florida**

Chris is currently the GIS lead for the ongoing Mobility Plan and Facilities Plan. He facilitated the field data collection by City and Matrix staff. A GIS database backend was designed to hold the information with two web-based software packages, ArcGIS Collector and Fulcrum, used to connect the database to field staff's mobile tablets and phones. Field crews were able to efficiently complete the assessment using GIS technologies and the results were immediately available as a web map.

### **Laveen South Mountain Transportation Study | Laveen, Arizona**

GIS project manager for the overall study which focused on existing conditions and scenario mapping to improve traffic congestion and safety in this rapidly growing area.

### **PuebloPlex Redevelopment Plan | Pueblo County, Colorado**

Responsible for GIS mapping and analysis, including development of an existing conditions GIS database containing dry and wet utilities, areas requiring environmental remediation, and other infrastructure assets.

### **DEN Real Estate | Denver, Colorado**

Served as GIS Manager in the development of an Infrastructure Master Plan (IMP) for the land side property at Denver International Airport (DEN Real Estate). The conceptual GIS alignments illustrate where and how utilities will service the proposed development nodes on and off-site. GIS quantity takeoffs were obtained to develop an Engineer's Opinion of Probable Cost.

### **16th Street Mall Technical Assessment | Denver, Colorado**

The Mall is a 1.25-mile-long pedestrian and transit corridor in central Denver that serves as a tourist destination and an important transportation hub. This project converted, to GIS databases, as-built drawings of pavers, storm, water, wastewater, and electrical utilities as well as streetscape features to assist in the development of a preferred rehabilitation strategy for the Mall.

### **Colorado Springs Utilities Watershed Management Plan | Colorado**

GIS Analyst responsible for structuring and populating a geodatabase with information representing physical watershed planning parameters. Risks and Issues, challenges, and opportunities were identified and prioritized across 13 watersheds responsible for the raw water supply facilities and resources for Colorado Springs Utilities (CSU). Fact sheets were created for each watershed detailing overall physical characteristics, wildfire/watershed assessment hazard rankings, and CSU assets. This GIS-based analysis provides a framework that helps quantify and rank watershed risks, better manage assets, and prioritize projects. A GIS-based Watershed Management Tool was recommended as part of this Plan and initial concepts were outlined.

### **Kingsville Joint Land Use Study | Kingsville, Texas**

Developed a custom GIS Map Book application, which divided the study area into 43 distinct zones, to map potential land use conflicts with military operations in a streamlined fashion.



## Bren Cox, AICP

### Open Space Task Lead

Bren Cox has 13 years of experience as a community and compatibility planner. His experience includes community planning studies and projects such as general plans and updates, downtown redevelopment plans, zoning ordinances, growth management plans, and community-military compatibility studies in more than 20 states. He has been an integral team member in completing such projects at the federal, state, and local level throughout the United States and its territories. Bren has knowledge and experience in assessing how local, state, and federal plans, policies, and ordinances affect or guide compatible development around airports and airfields and is well-versed in Arizona state law requirements for planning.

#### Areas of Expertise

Community Planning  
General/Comprehensive Planning  
Public and Stakeholder Engagement  
Zoning Ordinances  
Airport and Military Airfield  
Compatibility Planning  
Growth Management

#### Education

B.S. – Urban Planning  
Arizona State University

#### Professional Registrations/Affiliations

American Institute of Certified Planners  
America Planning Association  
Arizona Chapter of American Planning Association

#### Selected Experience

##### Coconino County Compatible Use Implementation | Flagstaff, Arizona

Bren is assisting with the Coconino County compatible use implementation that addresses several key issues and resiliency concerns for the communities around Camp Navajo and Naval Observatory Flagstaff Station (NOFS). The report will identify threats to resiliency and result in actions to prepare for and minimize the effects of extreme weather events, wildfires, or changes in environmental conditions, as well as impacts to transportation, logistics, and resources.

##### Buckeye General Plan and Map Atlas | Buckeye, Arizona

Bren provided support planning services for the City of Buckeye's award-winning general plan update. A key challenge of the planning process was balancing the needs of and negative impacts on various constituents. The engagement and support of landowners and developers of previously entitled lands were critical, as was ensuring fiscal impacts on new development and current and future residents were assessed and mitigated fairly. The plan was successfully ratified by voters in August 2018.

##### Flagstaff Southside Community Mapping and Visioning | Flagstaff, Arizona

Bren was the lead planner for this award-winning project and worked closely with the City of Flagstaff to engage local stakeholders and the public to develop a mapping and visioning concept for the Southside Neighborhood. The community supports the City's historical and cultural heritage, as well as its economic base and tourism, and this exercise focused on striking a balance between the two. Bren helped facilitate stakeholder interviews with residents and business owners in the Southside neighborhood, as well as the first of several public workshops to obtain citizen input. A key outcome of the stakeholder engagement was to develop a list of values and assets that should be protected and embraced as the neighborhood continues to grow in the future.

## Bren Cox, AICP



### **City of Glendale General Plan | Glendale, Arizona**

Bren was the deputy project manager for this general plan update, which dealt with unique aspects of the City of Glendale such as a newly-established sports and entertainment hub in the Phoenix Metropolitan Area and addressing Arizona's revised statute requirements for development and growth patterns around Luke Air Force Base and Glendale Municipal Airport. The plan addressed numerous aspects of suburban living, including land use and redevelopment, open space preservation and development, environmental planning, water resources, and growth areas. Public outreach was an important aspect of the project and included a project website, community survey, public meetings, and presentation of the draft plan. The plan was ratified by voters in August 2016.

### **Glenview Comprehensive Plan Update | Glenview, Illinois**

Bren was the lead planner for the 10-year update to Glenview's Comprehensive Plan. The Village of Glenview is a well-established, built-out community which presented several unique challenges, including pressure for redevelopment in parts of the village. To address this challenge, the process focused on 14 subareas, including downtown, to establish compatibility and site design standards for redevelopment.

### **Pinal County JLUS | Pinal County, Arizona**

Bren was the deputy project manager for the Pinal County Joint Land Use Study (JLUS) which covered four Arizona Army National Guard (AZARNG) facilities and flight operational areas, each with different missions and compatibility issues. The key issues were development potential on Arizona State Trust Land, impacts to helicopter flight routes from alternative energy projects and energy transmission corridors, airspace encroachment from commercial aircraft, and limited water availability. Bren facilitated stakeholder and public engagement and oversaw the assessment of compatibility issues and development of recommendations to address them. Key recommendations included protection or restricted airspace use for UAS testing, preservation of flight corridors where alternative energy development and proposed utility corridors impact helicopter flight operations, and enhancing redundancy of infrastructure and resiliency to sustain military readiness.

### **Yuma Proving Ground Compatible Use Study | Yuma County, Arizona**

Bren is serving as deputy project manager for the ongoing Yuma Proving Ground (YPG) CUS. He has facilitated stakeholder interviews of military staff, municipal staff, and regional land and resource management agencies to identify existing and potential compatibility issues. Key issues include protection of restricted airspace and its potential expansion, utility and energy development impacts to YPG's testing and evaluation ranges, and potential for electromagnetic and frequency spectrum impacts from new development. Bren will work with YPG staff and regional stakeholders to develop solutions sets to ensure YPG's military readiness and foster resiliency of critical needs.

### **Fort Huachuca Joint Resource Utilization Study (JRUS) and Military Installation Resiliency (MIR) | Sierra Vista, Arizona**

Bren is currently serving as the deputy project manager for the Fort Huachuca JRUS and MIR. The JRUS is a detailed land use and resource compatibility assessment project that focuses on identifying and addressing points of conflict and integration of resources and services among Fort Huachuca, the Buffalo Soldier Electronic Training Range, and the surrounding communities, with a focus on addressing vertical obstructions, shared infrastructure and support services, community/military relations, and military aircraft operations. The MIR component involves developing a climate change vulnerability assessment matrix that aligns Army climate change hazard indicators with scientifically predicted climate change and extreme weather events for the study region that are cross-referenced against the following Army mission resiliency categories: operations, training, testing and readiness; facilities and infrastructure; environment, environmental compliance, and conservation; and acquisition and supply chain. Each component included the development of strategies to address compatibility and resiliency concerns with specified time frames and responsible parties.



## Matt Schwalb, MA, MSA

### Economic Development Task Lead

#### Areas of Expertise

Economic Development  
Market Analysis  
Financial Modeling (Pro forma)  
Economic and Fiscal Impact Assessment  
Tax Increment Financing  
Focus Group Facilitation  
Survey Research  
Data Analytics  
Client Management

#### Education

**M.S.A.** – Public Administration (Applied Economics), University of West Florida  
**M.A.** – Political Science, University of West Florida  
**B.A.** – International Relations, University of West Florida

#### Professional Registrations/Affiliations

International Economic Development Council (IEDC)  
National Association of Business Economists (NABE)  
Center for Regional Economic Competitiveness (CREC)

Matt has 10 years of professional experience with market analysis; economic and fiscal impact assessments; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis. He specializes in conducting market analyses that examine the demand for a variety of commercial products, including food and beverage, retail, office, and multi-family developments. Matt utilizes both quantitative and qualitative approaches to forecasting commercial product demand and absorption by square footage/units and incorporates these estimates into financial models (pro forma) that estimate net-present values, return-on-investment, return-on-equity, break-even points, and return-on-capital for each investor in a given real estate development.

In addition to market and financial analyses, Matt has conducted a wide variety of economic impact assessments, ranging from the fiscal impacts of military installations to the total economic impacts (direct, indirect, and induced) of the sports tourism industry. Matt is proficient with standard econometric input-output models, including REMI PI+, IMPLAN Modeling Software, and RIMMS II multipliers produced by the U.S. Bureau of Economic Analysis. His extensive knowledge and experience provide clients a detailed understanding of federal- and state-level financial, economic, and demographic data; their implications for local planning goals; and modeling tools for identifying development opportunities within specific market contexts.

#### Relevant Experience

##### Coconino County Compatible Use Implementation | *Arizona*

Matt led the Industry Demand and Compatible Industry Assessment for the compatible use implementation for Coconino County. To assist with regional economic development efforts, Camp Navajo is considering converting roughly 300 acres of installation property into a private-sector industrial park. To ensure that it does so effectively, Matt conducted a quantitative analysis identifying the high growth industries most suitable for development at the park. Great consideration to military compatibility was given.

##### Government Mall of Arizona | *Phoenix, Arizona*

Matt provided all market analytics for the redevelopment of the Government Mall of Arizona. Analytics included a demographic profile for a series of primary and secondary market areas surrounding the mall. For each market area, market demand for residential, office, retail and hotel uses were projected over a 10-year period. These projections were critical to producing the subsequent 10-year development program for the state.

## Matt Schwalb, MA, MSA



### **Luke AFB Growth Management Plan | Glendale, Arizona**

Matt completed a comprehensive economic and workforce assessment for Maricopa Association of Governments (MAG), including an evaluation of existing conditions and future growth and demand associated with mission change at Luke Air Force Base and regional development, anticipated gaps in service, and economic and workforce development opportunities available to communities surrounding the base. His work involved developing spending quotients at the zip code level to support intra- and inter-regional comparisons. Matt further provided a series of actionable strategies for fully exploiting current resources and development opportunities to address future needs and development goals, enhance quality of life, and support residents' vision for the region.

### **PuebloPlex Redevelopment Plan | Pueblo, Colorado**

Matt utilized IMPLAN modeling matrices to estimate the annual economic impacts to jobs and Gross Regional Product associated with the closure of the Pueblo Chemical Depot and the Pueblo Chemical Agent Destruction Pilot Plant. He also assessed the impacts of the region's redevelopment efforts over a 30-year development horizon to help inform planning decisions and identify effective implementation strategies.

### **Downtown Master Plan | Fort Walton Beach, Florida**

As lead economic analyst for the Fort Walton Beach Downtown Redevelopment Master Plan, Matt analyzed market demand for food and beverage, retail, and office product with an emphasis on retail and entertainment options due to the project's location. To better understand the city's redevelopment opportunities, Matt calculated the region's retail pull factor (the degree to which Fort Walton Beach attracts food and beverage and other retail consumption from the surrounding region) and used these patterns to develop supportable retail and entertainment demand (square footages) for the downtown redevelopment area. Using these demand estimates, Matt developed a financial model (pro forma) that estimated the annual financial returns to private-sector developers interested in investing in the city's redevelopment efforts. A series of redevelopment strategies was provided with all analyses.

### **Deer Moss Creek Mixed-Use Development | Niceville, Florida**

Matt provided market analysis and financial modeling for the 1,100-acre Deer Moss Creek mixed-use development in Niceville, Florida. Matt worked closely with the developer and provided absorption forecasts and property valuation estimates for the entire master-planned community. These estimates ultimately fed into the development's financial model which estimated the net present value and financial return (internal rate of return, cash-on-cash, return-on-equity, and return-on-investment) to the developer and its partners. In addition to the financial model, Matt developed a Tax Increment Financing (TIF) model that projected the increase in property values and the associate tax revenue that would be collected if a TIF district were formed to help with financing the development.

### **Columbus Business Retention and Expansion | Columbus, Georgia**

Matt led the execution of the 2019 Business Retention and Expansion (BRE) effort throughout the greater Columbus, GA region. For this effort, Matt conducted a Target Industry Cluster analysis, identified all regional firms within each cluster, and conducted survey research and in-person interviews with more than 40 CEOs and human resource managers. The outcome of this effort led to a regional action plan for the greater Columbus region along with 21 actionable recommendations in the following key areas: 1) Target Sector Prioritization, 2) Workforce Development, 3) Education Curriculum and Programmatic Adjustments, 4) Workforce Recruitment, and 5) Requirements of a Formal Business Retention and Expansion Program.

### **Oakland Economic Development Strategic Plan | Oakland County, Michigan**

As Oakland County, Michigan is one of the wealthiest counties in the nation, its leadership had a strong desire to understand how its economy fit within the broader Detroit Metro area, as well as how to leverage its economy to grow and diversify from auto.



## Eric Ruberson

### GIS/Mapping/StoryMap

Eric has extensive professional experience in the GIS field and with the new and emerging GIS technology, such as StoryMap and ArcGIS Urban. He has worked primarily in the consultation sector, providing support for community general plans, special area plans, zoning ordinances, and community/military compatibility studies. He has also provided support on projects including community planning, urban blight, impact analysis, custom application programming, data quality review, and statistical analysis. Eric is experienced in ESRI's ArcGIS software suite, QGIS, and PostgreSQL. He has developed interactive maps using JavaScript, PHP, Google Maps API, and ESRI's Android API and ArcGIS Online. He has additional experience in graphic design and computer animation that he brings to creating high-quality, straightforward, and easy-to-understand maps.

Eric has extensive experience utilizing GIS on various community plans and land use compatibility projects. He has been on many projects from inception to completion, collecting and organizing project data, helping clients and coworkers analyze intricate data, and plotting compatibility concerns in map form. He has produced hundreds of maps across a range of projects and provided analysis support to both internal and external clients ranging from towns to counties to state governments. He has brought cutting edge GIS software processes and practices to bear on land use compatibility assessments, alternative energy mapping and compatibility assessments, community workshop alternatives, specific area buildouts, regional buildouts, traffic compatibility assessments, and traffic incident cluster assessments.

#### Areas of Expertise

- GIS Modeling
- GIS Statistical Analysis
- GIS Application Development
- Database Development and Management
- Field Data Collection
- Compatible Land Use Mapping Assessment
- Data Quality Review
- Data Analysis

#### Education

- M.S.** – Geographic Information Services, Arizona State University
- B.S.** – Computer Animation, Arizona State University

#### Relevant Experience

##### *Buckeye General Plan Update | Buckeye, Arizona*

Eric was the main GIS Analyst for this unique and award-winning planning project for the City of Buckeye (and previously entitled areas of expansion). Eric created all of the maps in the project's Map Atlas and General Plan documents and maintained all of the internal drafts as Matrix and the client iterated on these products throughout the course of the project.

##### **El Rio Design Guidelines and Planning Standards | Buckeye, Arizona**

Eric was the primary GIS Analyst on the project. He developed all of the project's maps, developed a unified trails layer across the project's 3 separate jurisdictions, and drafted numerous conceptual images for the project.

##### **North/South Specific Area Plans | Queen Creek, Arizona**

Eric was the GIS Analyst for the project, pulling existing conditions data, creating report maps, and helping urban planners map the future land use plans for the Specific Areas.

## Eric Ruberson



### **Glendale General Plan | Glendale, Arizona**

Eric was a GIS Analyst on the Glendale, Arizona General Plan. Eric's primary duties revolved around the Future Land Use plan for the city, creating large format maps for several public meetings, digitizing multiple alternatives for a couple of large special interest areas, and updating individual properties that changed as the project went on. He also drafted the maps that were in the final General Plan report.

### **Pinal County JLUS | Pinal County, Arizona**

Eric was the lead GIS Analyst for the recently completed Pinal County JLUS to address compatibility issues around four Arizona Army National Guard (AZARNG) sites and associated airspace. He collected the data from the client and various other sources, drafted most of the maps in the project, and was the lead in developing the ArcGIS Online StoryMap for the project.

### **Yuma Proving Ground Compatible Use Study | Yuma County, Arizona**

Eric is serving as the lead GIS Analyst for the Yuma Proving Ground (YPG) Compatible Use Study. The project is early in its development, so most work has revolved around collecting data and drafting existing conditions maps.

### **YMPO Transportation Plan Update | Yuma, Arizona**

Eric was the GIS Analyst for the land use traffic generators and attractors portion of the project. He generated land use maps, bicycle/pedestrian maps derived from census data, and a cluster analysis of traffic accidents. He also performed an in-depth analysis of the relationships between the clusters and nearby land uses which may have influenced them.

### **East and West Redevelopment Areas | Mesa, Arizona**

Eric was the lead GIS Analyst and data maintainer for the project. The project consisted of a review of the site conditions of approximately five thousand parcels. Eric developed a digital map-based survey in Fulcrum that approximately a dozen individuals used to review these parcels over the period of two weeks. He then took the data from the survey software and translated that into GIS data, which directly informed the creation of all of the maps in the project report. He also QA'd the data, ensuring that no parcels were missed, and common data errors were rectified.



## Marcela Mora-Yatko, AICP

### Community Participation

Marcela has seven years of experience as a planner, working on a diverse array of projects, specifically those related to community and compatibility planning. Marcela combines planning and community outreach with data analysis and writing. She brings experience and lessons learned from her work on and within a wide variety of communities across the United States.

### Relevant Experience

#### Buckeye General Plan Update | *Buckeye, Arizona*

The Buckeye General Plan set a framework for the future growth in Buckeye for the year 2040. The plan took into consideration future population growth, existing zoning, and other land use-related factors, including future land uses, transportation and circulation, the natural environment, and economic development, to create a vision for the future. Marcela was extensively involved in public outreach, including preparing for and facilitating public workshops and stakeholder meetings. She regularly met and interacted with stakeholders to garner public input, which was analyzed and incorporated into the General Plan policies, implementation actions, and future land use map.

#### Southside Community Plan | *Flagstaff, Arizona*

The Southside Community Plan was a Specific Plan for the Southside neighborhood in Flagstaff. Marcela was involved in the initial public participation component of the plan, which engaged residents, business owners, and other community members in stakeholder interviews, public workshops, storytelling sessions, and site tours. The public input received throughout the planning process ultimately set the framework for future revitalization and development in the neighborhood with consideration for the community's history.

#### Luke AFB Targeted Growth Management Plan | *Arizona*

Marcela played a key role in the development of the Luke Air Force Base (AFB) Targeted Growth Management Plan. The goal of the plan was to identify and address issues and opportunities related to the growth in mission and personnel as the base became the new training facility for the F-35A Lightning IIs. Marcela participated in research, analysis, and focus groups, which resulted in the development of recommendations related to transportation, housing, education, and workforce and economic development for Luke AFB and surrounding communities.

### Areas of Expertise

Community Planning  
Public Outreach/Engagement  
General/Comprehensive Planning  
Land Use Planning  
Transportation Planning  
Master Planning  
Strategic Planning

Military Compatibility Planning

### Education

**B.A.** – Urban Planning, Arizona State University

**B.A.** – Sustainability, Arizona State University

### Professional Registrations/Affiliations

American Institute of Certified Planners  
Arizona Chapter of American Planning Association  
American Planning Association

## Marcela Mora-Yatko, AICP



### **Laveen South Mountain Transportation Corridor Study | Laveen, Arizona**

Marcela was a planner for the study that identified transportation needs and infrastructure improvements to enhance circulation in the Laveen South Mountain neighborhood in Phoenix due to the recent completion and opening of the Loop 202 South Mountain Freeway. This fast-growing area will increase strains on the transportation and infrastructure system in the neighborhood, creating a need for future improvements. The Laveen South Mountain Transportation Study incorporated consistent public engagement efforts to support community involvement throughout the planning process. Public input was sought at every stage of the process to determine the final recommended improvements.

### **Peoria General Plan Update | Peoria, Arizona**

The Peoria General Plan was developed to accommodate emerging development trends and population growth throughout the city, and guide decisions related to land use, public services, infrastructure, and resource management. During the General Plan update process, Marcela was involved in public outreach, including preparing for and facilitating public workshops and open houses, and preparing outreach materials to post on various forums, such as the online project website. The feedback received from the public and other stakeholders was used to draft the goals, policies, and implementation tasks in the General Plan Update.

### **Pinal County JLUS | Arizona**

Marcela supported development of the Pinal County JLUS, which assessed compatibility issues around four Arizona Army National Guard (AZARNG) facilities and associated flight operational areas. Marcela researched local and regional conditions to develop information that assisted in the assessment of compatibility issues, including potential community encroachment and future development potential of Arizona State Trust Land, that could impact AZARNG missions.

### **Comprehensive Plan Update | Glenview, Illinois**

Marcela provided planning support for the update to the Village of Glenview's Comprehensive Plan. As a mature, well-managed community, Glenview was beginning to experience redevelopment pressures. To address this challenge, the process focused on 14 subareas, including downtown, to establish compatibility and site design standards for redevelopment.

### **Hagåtña Design Guidelines | Hagåtña, Guam**

The Hagåtña Design Guidelines establish development requirements in support of the vision for future development as envisioned in the Hagåtña Master Plan. Marcela assisted with the research and development of the design guideline recommendations, which included recommendations for public spaces, architectural design, site design, and signage. The recommendations in the Design Guidelines were developed based on historic, cultural, and social assets, and are consistent with the Hagåtña Zoning Code.





Anniston, AL

Atlanta, GA

Colorado Springs, CO

Denver, CO

Niceville, FL

Parsons, KS

Phoenix, AZ

San Antonio, TX

Tamuning, GU

Texarkana, TX

Washington, DC



EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MATRIX DESIGN GROUP, INC.

[Scope of Work]

See following pages.

## **SCOPE OF WORK**

### **PROJECT DESCRIPTION**

The Town is looking to perform an entire rewrite of the General Plan. The current plan will not be used as a foundation for this new effort. The current General Plan does not adequately serve the needs of the community. Last updated in 2014, the existing General Plan blends broad, conflicting land use category types and spreads them over large areas of the community, making it hard to discern a cohesive land use direction for the Town. The lack of specificity of land use type and intensity in the General Plan Land Use Element has caused an illogical meshing of land uses approved throughout the developing Town area. The resulting, chaotic land-use decisions have not been well received by the elected officials or citizens of the community. The Town needs better guidance from a new General Plan.

Even though the Town is generally rural, it is starting to feel urban growth impacts from the expanding cities of Prescott and Prescott Valley to the south. Those growth pressures combined with the overly broad land use categories of the General Plan, are resulting in more, and scattered, residential developments on smaller lots than has been typical in the Town of Chino Valley. This has generated considerable discussion about the “rural-ness” of Chino Valley. The chosen Consultant will need to work with the community to help determine what “rural” means in Chino Valley, both physically and visually. How does Chino Valley grow, yet stay “rural”?

The lack of widespread availability of municipal water and sewer has resulted in most developments, from single lots to entire subdivisions, utilizing wells and/or septic systems. Lack of available municipal water and sewer, as well as natural gas (our current franchise provider is UniSource Energy Services), is hindering the ability of the Town to grow local jobs and increase sales tax dollars to any significant degree. These factors must be considered, especially as Chino Valley is in a designated Active Management Area (AMA). Consequently, carefully managing finite water resources is an exceptionally important aspect of long-term planning for growth and development.

The Town owns 842 acres in the northeast quadrant of town. This area is commonly referred to as Old Home Manor and represents a significant resource in the Town’s economic portfolio. In 2007, a Master Plan for mixed-use development was being considered for the site. Those plans fell victim to the ensuing recession. Establishing a vision for the Old Home Manor site will be an important component of the overall General Plan rewrite.

Chino Valley has expansive open space to grow and thrive within its designated municipal boundaries. With the guidance of a General Plan, this growth can and must be intentional and compatible with residents’ values and the diversity of land uses within the Town, including horse property, ranching, agriculture, open space, housing, educational, retail, commercial, industrial, and recreational opportunities. It is anticipated that this General Plan rewrite will result in changes to the Town’s Land Use Map, Zoning Map, and Zoning Code.

### **EXPECTATIONS**

Implementing an innovative and inclusive public outreach and engagement strategy will be crucial for the development of a successful General Plan. The Consultant must be familiar with innovative

public participation techniques to maximize public input within the decision-making process, considering the lack of comprehensive internet access in Chino Valley. The General Plan rewrite process must include a robust public engagement program that engages all sectors of the Town's population and key stakeholders in this planning effort. The process should identify the community's priorities and vision, and translate those into a General Plan document that is a clear roadmap for managing growth and development in the years to come.

While developing a new General Plan from the ground up, the successful consulting team will need to:

- Be visionary and creative.
- Have experience in long-range planning for rural areas in the western United States and understand basic issues of more rural areas.
- Ensure that the General Plan effort and final documents comply with Arizona State law.
- Assist in determining the ultimate Town boundaries for inclusion in the General Plan, along with discussions with key stakeholders.
- Guide the Town Council through discernment of their vision for Chino Valley, and in that Vision, create a "Place" that is Chino Valley.
- Create and utilize a Community Participation Plan with public engagement and outreach components to ensure current concerns and future expectations in the community are heard and information is shared at appropriate intervals.
- Assure the Community Participation Plan and Public Engagement marketing and messaging bring key stakeholders to the table for a final product that is endorsed and embraced by the community allowing for a smooth adoption process.
- Understand the concept of "rural" character and what "rural" looks like within the community, how our "rural character" can balance and accommodate the needs of growth and development, and how that should be reflected visually in the new General Plan and through implementation documents (zoning code).
- Understand aquifer management, wellhead protection, water rights, and other water resource management components in Chino Valley and the Prescott AMA, and incorporate Water Planning into the General Plan.
- Generate a land-use map that reflects a specificity and variety of residential land use densities and housing types, based on physical research, current and future infrastructure, public input, and future projected growth.
- Provide a logical process schedule.
- Create a General Plan document that is intuitive, graphically inviting, provides a thoughtful progression, and is easy for non-planners and non-engineers to use and understand.
- Create effective visualization tools in order to communicate the changes proposed in the new General Plan.

#### WORK PLAN

The Consultant is to provide a detailed Project Schedule/Work Plan Proposal, which includes a list of required key tasks, activities, durations, and milestones to complete the General Plan rewrite. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the Town's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the

independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. Town staff will discuss and finalize the Work Plan and budget with the selected Consultant prior to execution of a contract for the project.

Components of the Work Plan provided by the Consultant shall include:

- Preparation of background technical reports. The Consultant shall identify whether technical background reports will be prepared in-house or by subcontractors.
- Public Outreach and Education Program. The Consultant shall develop and implement a public outreach and education program to reach the largest number of residents possible and to encourage participation of residents and others who do not typically attend public meetings, become involved in Town issues, or are comfortable with digital platforms.
- Meeting attendance. The Consultant should identify a number of meetings with Town staff, educational workshops with community groups, Commissions, and Town Council.
- Status Reports. The Consultant should prepare monthly status reports for submittal to the Development Services Director, for submission to the Council, regarding progress on preparation of the General Plan rewrite.
- Draft General Plan Elements. The Consultant shall work with Town staff, the Town Council, and the Planning Commission in rewriting the General Plan Elements.
- Preparation of Notices. The Consultant shall work with staff to prepare all notices for workshops, public hearings, and legal postings. Consultant shall work with staff to develop all legal noticing relating to postings, County, State, and Regional Government Agency notification.
- Adoption of the General Plan. The Consultant shall work with staff to prepare for and present the General Plan rewrite to the Planning Commission and Town Council. This includes any necessary revisions between the Planning Commission and Town Council public hearings.
- Preparation of the Final General Plan. The Consultant shall make all necessary revisions to the General Plan rewrite document as a result of public comments during the public review process.
- Format of the Final General Plan. The Consultant shall prepare a final CAMERA-READY copy of the General Plan, a copy of same in a digital format to be determined in a Word and PDF document. Final plan text, maps, and illustrations shall be submitted in an electronic format.

### DELIVERABLES

The Town foresees the need for a range of deliverables but with an emphasis on highly visual materials that can be easily understood and accessed by a wide range of audiences. The anticipated deliverables should include the following:

- Maps and graphics for all community meetings and public hearings.
- Existing Conditions Report containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan. The report should also contain preliminary policy and land use recommendations and implementation measures.

- Draft General Plan Rewrite. Twenty-five (25)\* printed, bound copies, and electronic versions in both Word and PDF. The final number is to be determined in concert with the awarded Consultant. \*Please quote cost per 25 and for additional printed, bound copies if required.
- Final General Plan Rewrite. Twenty-five (25)\* printed, bound copies, and electronic versions in both Word and PDF. The final number is to be determined in concert with the awarded Consultant. \*Please quote cost per 25 and for additional printed, bound copies if required.
- Executive Summary, including Findings of Facts and a Statement of Overriding Considerations – one (1) hard copy and one (1) digital copy in both PDF and Word.

#### MEETING SCHEDULE AND COMMUNICATION

The Consultant will keep the Town staff fully apprised of the status of the project by providing timely meetings and other forms of communication.

- Consultant will designate a Project Manager who will be the point of contact for the Town. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan rewrite.
- Regular communication (minimally monthly) with Town staff is essential. It is anticipated that these meetings will be comprised of the Consultant Leader and appropriate team members, as well as Town staff. These monthly meetings will be held in Town Hall. Conference calls may be acceptable in lieu of monthly in-person meetings with prior approval of Town staff.
- It is also anticipated that the use of additional conference calls will be necessary at various times throughout the process. The number of these meetings is indeterminate, and are not in lieu of the monthly meetings.
- Plan for (6) Planning Commission or Town Council meetings in the Proposed Budget. Please note that at the discretion of the Town, a joint meeting of the Town Council and Planning Commission may be convened and shall constitute one (1) meeting. Please list the cost for each individual meeting as a separate cost item and include these meetings in the Work Plan and Budget.
- Prepare informative PowerPoint or other graphic presentations for staff to reference at meetings where the Consultant is not present.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MATRIX DESIGN GROUP, INC.

[Fee Proposal]

See following pages.

## 7. Fee Proposal

Matrix Design Group respectfully submits the following Fee Proposal that coincides with the submitted proposal for the Chino Valley General Plan Rewrite Project. The Fee Proposal consists of four components: 1) overall cost estimate, 2) travel costs, 3) printing costs, and 4) labor classifications. Each component is briefly discussed below.

### Overall Cost Estimate

The overall cost estimate provides for a not-to-exceed cost breakdown of each major task outlined in the Work Plan and Project Schedule as specified by the Town's RFP. Each task is itemized with labor classification, an hourly breakdown, total labor, total hours, ODC (Other Direct Costs)/printing costs, travel costs, and a grand total. The hourly billing rate for each labor classification is also listed as well as the total labor cost for each classification. It is important to note that the Project Manager, with oversight from the Project Director, is responsible for completion of each task.

Additionally, as required by the RFP, the costs for each meeting shown in Tasks 3 and 4 are itemized for labor, hours, ODC/printing, travel, and total costs. Upon negotiation with the Town, these meetings can be combined or removed, impacting the overall cost. The meeting costs, minus travel and ODC/Printing, are as follows:

- Project management kick-off meeting = \$6,000
- Town staff kick-off meeting = \$7,440
- Focus group/Individual meetings = \$8,440
- Community/Planning & Zoning Commission/City Council meetings = \$12,280 each (8 total)
- Monthly coordination meetings = \$13,580

The total overall cost for the entire project is projected including travel and printing costs to not exceed \$250,000 within a 12-month project timeframe.

### Travel Costs

The travel costs illustrate the not-to-exceed cost for each trip inclusive of the number of people traveling. The cost of the Community/Planning and Zoning Commission/Town Council meetings as well as the project management kick-off meeting, Town staff kick-off meeting, and interviews will be \$150 per trip for three people. The cost of the monthly coordination meetings will be \$1,200 total, or \$100 per trip for two people. The total travel costs projected are \$2,850.

### Printing Costs

The printing costs illustrate the not-to-exceed cost for each deliverable listed by task. The cost of printing 15 2-page color copy fact sheets for the first community meeting plus two CDs is \$36. The cost for printing 25 50-page color copy draft general plan documents with 5 color maps, binding, and covers with 2 CDs is \$1,575. The cost for printing 25 50-page color copy final general plan documents with 5 color maps, binding, and covers as well as two copies of a 4-page executive summary with 2 CDs is \$1,883. The total printing costs projected are \$3,494.

### Labor Classifications

Each labor classification as it relates to the overall cost estimate are listed with the corresponding staff name and role as depicted on the organization chart within the proposal. All labor for the Chino Valley General Plan Rewrite Project will be from the Matrix Design Group.

# Project: Chino Valley General Plan

**Matrix Design Group  
Fee Proposal**

[illegible]

## TRAVEL COSTS

T 1

### Community / P&Z / CC meetings

| Reimbursable Expense | Estimated Cost | Number per Trip | Number of Days | Total Cost        |
|----------------------|----------------|-----------------|----------------|-------------------|
| Airfare              |                |                 |                | \$0.00            |
| Lodging              |                |                 |                | \$0.00            |
| Lodging Tax/Fee      |                |                 |                | \$0.00            |
| Per Diem             |                |                 |                | \$0.00            |
| Car Rental           |                |                 |                | \$0.00            |
| Rental Car Gas       |                |                 |                | \$0.00            |
| Local Mileage        | \$50.00        | 3               | 8              | \$1,200.00        |
| Airport Trans.       |                |                 |                | \$0.00            |
| <b>Total</b>         |                |                 |                | <b>\$1,200.00</b> |

T 5

| Reimbursable Expense | Estimated Cost | Number per Trip | Number of Days | Total Cost    |
|----------------------|----------------|-----------------|----------------|---------------|
| Airfare              | \$500.00       |                 |                | \$0.00        |
| Lodging              | \$124.00       |                 |                | \$0.00        |
| Lodging Tax/Fee      |                |                 |                | \$0.00        |
| Per Diem             | \$61.00        |                 |                | \$0.00        |
| Car Rental           | \$75.00        |                 |                | \$0.00        |
| Rental Car Gas       | \$40.00        |                 |                | \$0.00        |
| Local Mileage        | \$0.50         |                 |                | \$0.00        |
| Airport Trans.       | \$25.00        |                 |                | \$0.00        |
| <b>Total</b>         |                |                 |                | <b>\$0.00</b> |

T 2

### Monthly Coordination meetings

| Reimbursable Expense | Estimated Cost | Number per Trip | Number of Days | Total Cost        |
|----------------------|----------------|-----------------|----------------|-------------------|
| Airfare              |                |                 |                | \$0.00            |
| Lodging              |                |                 |                | \$0.00            |
| Lodging Tax/Fee      |                |                 |                | \$0.00            |
| Per Diem             |                |                 |                | \$0.00            |
| Car Rental           |                |                 |                | \$0.00            |
| Rental Car Gas       |                |                 |                | \$0.00            |
| Local Mileage        | \$50.00        | 2               | 12             | \$1,200.00        |
| Airport Trans.       |                |                 |                | \$0.00            |
| <b>Total</b>         |                |                 |                | <b>\$1,200.00</b> |

T 6

| Reimbursable Expense | Estimated Cost | Number per Trip | Number of Days | Total Cost    |
|----------------------|----------------|-----------------|----------------|---------------|
| Airfare              | \$500.00       |                 |                | \$0.00        |
| Lodging              | \$124.00       |                 |                | \$0.00        |
| Lodging Tax/Fee      |                |                 |                | \$0.00        |
| Per Diem             | \$61.00        |                 |                | \$0.00        |
| Car Rental           | \$75.00        |                 |                | \$0.00        |
| Rental Car Gas       | \$40.00        |                 |                | \$0.00        |
| Local Mileage        | \$0.50         |                 |                | \$0.00        |
| Airport Trans.       | \$25.00        |                 |                | \$0.00        |
| <b>Total</b>         |                |                 |                | <b>\$0.00</b> |

T 3

### PM / City Kick Offs / Interviews

| Reimbursable Expense | Estimated Cost | Number per Trip | Number of Days | Total Cost      |
|----------------------|----------------|-----------------|----------------|-----------------|
| Airfare              |                |                 |                | \$0.00          |
| Lodging              |                |                 |                | \$0.00          |
| Lodging Tax/Fee      |                |                 |                | \$0.00          |
| Per Diem             |                |                 |                | \$0.00          |
| Car Rental           |                |                 |                | \$0.00          |
| Rental Car Gas       |                |                 |                | \$0.00          |
| Local Mileage        | \$50.00        | 3               | 3              | \$450.00        |
| Airport Trans.       |                |                 |                | \$0.00          |
| <b>Total</b>         |                |                 |                | <b>\$450.00</b> |

Travel Total \$2,850.00



**OTHER DIRECT EXPENSES (Reported under Program Management)**

| Reimbursable Expense        |  | Estimated Cost | Total Cost | Number of Days | Total |
|-----------------------------|--|----------------|------------|----------------|-------|
| Shipping                    |  | \$200.00       | \$300.00   | n/a            |       |
| Public Mtg & Misc. Supplies |  | \$1,500.00     | \$0.00     | n/a            |       |
| Room Rental                 |  | \$0.00         | \$0.00     | 0              |       |
| Advertising                 |  | \$0.00         | \$0.00     | 0              |       |
| Total for Task Order        |  |                |            |                |       |

**PRINTING**

| Action                                    | Report | Rates | Copies | 8.5 x 11Color | 11x17 Color | Binding | Covers | Maps | CD           | Total             |
|-------------------------------------------|--------|-------|--------|---------------|-------------|---------|--------|------|--------------|-------------------|
|                                           |        |       |        |               |             |         |        |      |              |                   |
| 15 copies 2 page Informational Brochure # |        |       | 15     | 2             |             |         |        |      | 2            | \$36.00           |
| <b>Task 3.4.1 Total</b>                   |        |       |        |               |             |         |        |      |              | <b>\$36.00</b>    |
|                                           |        |       |        |               |             |         |        |      |              |                   |
| 25 copies 50 page draft document          |        |       | 25     | 50            | 5           | 25      | 25     |      | 2            | \$1,575.00        |
| <b>Task 5 Total</b>                       |        |       |        |               |             |         |        |      |              | <b>\$1,575.00</b> |
|                                           |        |       |        |               |             |         |        |      |              |                   |
| 2 copies, 4 page Executive Summary        |        |       | 2      | 4             |             |         |        |      |              | \$8.00            |
| 25 copies 50 page final document          |        |       | 25     | 50            | 25          | 25      | 25     |      | 2            | \$1,875.00        |
| <b>Task 9 Total</b>                       |        |       |        |               |             |         |        |      | <b>TOTAL</b> | <b>\$1,883.00</b> |
|                                           |        |       |        |               |             |         |        |      |              | <b>\$3,494.00</b> |

| TOTAL DIRECT COST SUMMARY |                   |
|---------------------------|-------------------|
| Other Direct Costs        | \$0.00            |
| Reproduction              | \$3,494.00        |
| <b>TOTAL</b>              | <b>\$3,494.00</b> |

# Matrix Design Group

## Labor Classifications

| Labor Classification | Staff                                                                                                                                             | Role                                                                                                                    |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Exec Vice President  | Celeste Werner, FAICP                                                                                                                             | Project Director - Community Participation Lead                                                                         |
| Senior Associate     | Terri Hogan, AICP<br>Ed Boik, AICP<br>Scott Barnhart, PE, PTOE<br>Drew Beck, PE, CFM, PMP<br>Matt Schwalb<br>Chris Martin, GISP<br>Bren Cox, AICP | Project Manager<br>Land Use Lead<br>Transportation Lead<br>Water Lead<br>Economic Development<br>GIS<br>Open Space Lead |
| Senior Consultant    | Marcela Mora                                                                                                                                      | Planning Support/Community Participation                                                                                |
| Consultant II        | Heather Garbarino                                                                                                                                 | Planning Support                                                                                                        |
| Professional III     | Renee Henry<br>Eric Ruberson<br>Elisabeth Culley                                                                                                  | Graphics<br>GIS & Mapping<br>Editing                                                                                    |
| ADMIN Staff IV       | Peter Roman                                                                                                                                       | ADMIN Support                                                                                                           |



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## 5. Chino Valley Work Plan

To organize to the flow of work as listed in the Request for Proposal (RFP), Matrix has structured the process with nine (9) main tasks which encompass several subtasks. All work will be performed by the Matrix Design Group's diverse and talented professionals without need for subconsultants. The detailed 12-month Work Plan will be provided on the following pages and will commence at the Town's Notice to Proceed start date. Each task and subtask and their associated timeframes are identified on the Project Schedule and all main tasks including itemizing costs for each meeting, are shown in the Fee Proposal. This Work Plan will ensure a systematic, logical, and efficient process and is designed to meet the statutory requirements for a general plan update. Both the Work Plan and the Fee Proposal will be refined with the Town's staff prior to execution of the project contract.

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### **Task 1: Preparation of Background Technical Reports**

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#### **Subtask 1.1: Data Collection**

Matrix will collect existing relevant studies, plans, policies, regulations, and other relevant, related information to identify issues, opportunities, and constraints. This will include GIS data to help develop a working set of opportunities and constraints for development of the general plan. Matrix will work with the Town staff to obtain this data using Requests for Information (RFIs).

#### **Subtask 1.2: Review and Assessment of Data**

Matrix will compile (including native format files whenever possible) the applicable plans, studies, analysis documents, demographics and history, maps (including GIS data), and other documents and data that currently exist, as well as data from other regional, county, and state agencies. Pertinent information that is contained in these documents will be reviewed in depth and used by Matrix to assist with the development of the general plan.

#### **Subtask 1.3. Existing Conditions Report**

Matrix will create a GIS map or maps of the existing conditions to be used as background information throughout the process. These maps and any corresponding narrative text will be made accessible on the project website and presented to the Town's project management team via an existing conditions report. This report will contain a summary of findings, data, assumptions, and a draft outline of the general plan as well as preliminary policy and land use recommendations and implementation measures.

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#### **Deliverables Task 1**

- RFI for Town Departments and other entities as needed (electronic)
  - Existing conditions report with GIS maps (electronic)
- 

### **Task 2: Public Outreach and Education Program**

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#### **Subtask 2.1: Project Branded Website**

Matrix will create, host, and regularly update a dedicated, branded project website where interested parties can obtain information, studies, documents, and meeting dates. Our in-house graphics and website development experts are skilled in developing branded websites and website materials that are easy to access and provide timely project information and updates throughout the process. The website will include information about the project and schedule of events, as well as the ability to download and comment on project documents. The project website will also serve as an interactive tool for high-level planning assessments and provide the public an opportunity to sign up for project updates. This project branding is important for consistency and marketing of the general plan and will be utilized throughout the project.

### **Subtask 2.2: Community Participation Plan**

Rigorous, thorough, and transparent public participation is a vital part of the planning process and is critical to the outcome of a community-supported general plan that is inclusive of the needs and plans of the Town of Chino Valley. Matrix will follow and modify, as necessary, the community participation plan, which complies with A.R.S. 9-461.06.C. The community participation plan will have both traditional and non-traditional forms of outreach. Traditional forms of outreach could include hands-on public workshops and informative public meetings as described in Task 3, and non-traditional forms could include a public engagement ambassador program, community questionnaires, and ID Places. Both active and passive public outreach exercises, geared to enhance participation, will be recommended. Early in the process at the project management kick-off meeting, Matrix and Town staff will identify creative, innovative, and robust techniques that will maximize participation.

### **Subtask 2.3: Informational Brochures**

Matrix will create two (2) informational brochures which will serve as public educational tools.

#### Subtask 2.3.1 Informational Brochure #1 (General Plan Process)

The first brochure will be provided early in the process and will describe the purpose, goals, and objectives of the General Plan rewrite, project contacts, and methods to provide input into the update process. It will also provide an overview of the required general plan elements and any new elements that will be included in the general plan.

#### Subtask 2.3.2 Informational Brochure #2 (Vision Statement and Land Use Alternatives)

The second brochure will be provided after the first community meeting and public workshop and will provide both a memorialized vision statement as well as several land use alternatives. The brochure will also encourage the public to provide feedback on which land use alternative is preferred.

### **Subtask 2.4: Eblasts & Press Releases**

Three (3) branded eblasts and press releases will be made available for the Town to distribute to various e-lists and media outlets. These documents will be provided before the first and second community meetings/public workshops and then again right before the Planning and Zoning Commission hearing.

### **Deliverables Task 2**

- |                                          |                                        |
|------------------------------------------|----------------------------------------|
| ■ Project branded website                | ■ Eblast/Press release #1 (electronic) |
| ■ Informational brochure #1 (electronic) | ■ Eblast/Press release #2 (electronic) |
| ■ Informational brochure #2 (electronic) | ■ Eblast/Press release #3 (electronic) |

### **Task 3: Meeting Attendance**

#### **Subtask 3.1: Project Management Kick Off Meeting**

The purpose of the project management kick-off meeting is to define the roles and responsibilities of the Town and Matrix project teams and to discuss information needs and public outreach concepts as well as communication and status report protocols. At this meeting, Matrix will also discuss utilizing a project management app, the project title, branding and logo, data needs, timing, initial deliverables, and meeting dates. This meeting is budgeted to be in person unless otherwise arranged by the Town.

**Subtask 3.2: Town Staff Kick Off Meeting**

Matrix recognizes that Town staff have intimate knowledge of and experience working with the existing General Plan as well as knowledge of the Town's opportunities and constraints. Following the project management kick-off, Matrix will meet with identified Town staff and department heads to outline the project scope and goal and obtain input on key aspects of the Town. This meeting is budgeted to be in person unless otherwise arranged by the Town.

**Subtask 3.3: Individual/Focus Group Meetings (up to 6)**

The Project Team will conduct individual, face-to-face, or virtual interviews with Town department heads, elected officials, and/or key business and community leaders to gain a clear understanding of the issues, opportunities, and expectations for the update. Up to six (6) interviews with individuals or groups identified by the Town staff will be conducted. These meetings are budgeted to be in person unless otherwise arranged by the Town.

**Subtask 3.4: Community Meetings**

Two (2) community meetings will be held during the General Plan rewrite at the two project milestones – early for education on the general plan process and schedule as well as discussion on opportunities and constraints and vision statement memorialization, and mid-process for discussion and hands-on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

Subtask 3.4.1 Community Meeting #1

Matrix will facilitate a community meeting to educate attendees about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community, as well as a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

Subtask 3.4.2 Community Meeting #2

Matrix will facilitate a community meeting with hands-on interactive mapping exercises to determine future land use scenarios. Community members will be educated on existing conditions and future trends and then divided into groups to create their preferred future for the Town of Chino Valley. The resulting maps will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

**Subtask 3.5: Planning and Zoning Commission Workshops**

Two (2) Planning and Zoning Workshops will be held during the General Plan rewrite at two project milestones – early for education on the general plan process and schedule as well as discussion on opportunities and constraints and vision statement memorialization, and mid-process for discussion and hands-on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

Subtask 3.5.1 Planning and Zoning Commission Workshop #1

Matrix will facilitate a Planning and Zoning Workshop to educate the Commission about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community and a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

#### Subtask 3.5.2 Planning and Zoning Commission Workshop #2

Matrix will facilitate a Planning and Zoning Workshop with hands-on interactive mapping exercises to determine future land use scenarios. We will present existing conditions and future trends and facilitate an exercise with the Commission on their preferred future for the Town of Chino Valley. The resulting map will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

#### **Subtask 3.6: Town Council Workshops**

Two (2) Town Council Workshops will be held during the general plan rewrite and the meetings will be held during the two project milestones – early for education on the general plan process, schedule, input venues as well as discussion on opportunities and constraints and vision statement memorialization and mid process for discussion and hands on exercises about future land use scenarios. These meetings are budgeted to be in person unless otherwise arranged by the Town.

#### Subtask 3.6.1 Town Council Workshop #1

Matrix will facilitate a Town Council Workshop to educate the Commission about what a General Plan is and what it is not, the specific Chino Valley process and schedule, illustration of the project webpage and how to get involved and discussion on existing conditions, opportunities and constraints facing the community and a vision statement exercise geared to determine the validity of the current vision statement. The first informational brochure described in Subtask 2.3.1 will be available for distribution at this meeting.

#### Subtask 3.6.2 Town Council Workshop #2

Matrix will facilitate a Town Council Workshop with hands-on interactive mapping exercises to determine future land use scenarios. We will present existing conditions and future trends and facilitate an exercise with the Commission on their preferred future for the Town of Chino Valley. The resulting map will then be analyzed by Matrix and the Town to create the second informational brochure described in Subtask 2.3.2.

#### **Subtask 3.7: Planning and Zoning Commission Hearing**

Matrix and the Town's project management team will present the final draft to the Planning and Zoning Commission for a recommendation of approval. The Town will prepare the staff report and advertise the hearing with Matrix support and Matrix will provide a PowerPoint summarizing the plan, maps, graphics and any needed meeting materials. The final draft of the plan will be delivered to the Town in time for the staff report to be prepared.

#### **Subtask 3.7: Town Council Hearing**

Matrix and the Town's project management team will present the final draft of the general plan to the Town Council for approval. The Town will prepare the staff report and advertise the hearing with Matrix support and Matrix will provide a PowerPoint summarizing the plan, maps, graphics and any needed meeting materials. The final draft of the plan including any needed revisions following Planning and Zoning Commission will be delivered to the Town in time for the staff report to be prepared.

## A Proposal for General Plan Rewrite Project

### Deliverables Task 3

- Project management kick off meeting, agenda, and summary of the meeting
- Town staff kick off meeting, agenda, and summary of the meeting
- Focus group / individual interviews and summary of all the meetings (up to 6)
- Community meeting #1, agenda, PowerPoint, and summary of the meeting
- Community meeting #1, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission workshop #1, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission workshop #2, agenda, PowerPoint, and summary of the meeting
- Planning and Zoning Commission hearing agenda, PowerPoint, and summary of the meeting
- Town Council workshop #1, agenda, PowerPoint, and summary of the meeting
- Town Council workshop #2, agenda PowerPoint, and summary of the meeting
- Town Council hearing agenda, PowerPoint, and summary of the meeting
- Maps and graphics needed for all community meetings and public hearings

### Task 4: Status Reports

#### Subtask 4.1: Project Management Coordination

Matrix will conduct standing monthly in person meetings at the Town with the Town's project management team and communicate via conference or virtual calls as may needed throughout the month. If approved by the Town, Matrix would propose that these monthly coordination meeting be virtual via the Microsoft Teams platform.

#### Subtask 4.2: Monthly Status Reports

Twelve monthly status reports will be provided by Matrix to the Town's project management team and others as determined in Subtask 3.1. These status reports will be delivered at time of invoicing in the early part of the month for the previous month's work. It is understood that the Development Services Director will then submit these status reports to Town Council.

### Deliverables Task 4

- Monthly project management coordination meetings, agenda, and summary (up to 12)
- Monthly status reports (Electronic)

### Task 5: Draft General Plan Elements

#### Subtask 5.1: Working Draft Elements

The General Plan rewrite will include both mandatory elements, land use and circulation, and other optional elements that may be appropriate such as economic development, water resources, public facilities, open space, and housing. Matrix will coordinate with the Town staff as to the appropriate elements to include as well as deriving information from the first set of community meetings and public workshops. The working draft elements will be reviewed by Town staff and others as directed by the Town as well as at the second set of community meetings and public workshops, Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment. This process will result in the Draft General Plan.

### **Subtask 5.2: Draft General Plan Rewrite**

Following the review of the working draft elements, Matrix will produce and distribute the Draft General Plan complete with appropriate map exhibits as well as an implementation chapter with near-, mid-, and long- term tasks such as the zoning code update. This document will be made available electronically for all Town staff to review. Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment. The result of this task will be the 60-day Draft General Plan.

### **Subtask 5.3 60-Day Draft General Plan Rewrite**

The 60-day Draft General Plan is a complete plan, suitable for public and outside agency review. This Draft General Plan will be printed per specifications listed below and distributed broadly as directed by Town staff and required by State Law. At the conclusion of the 60-day review period, Matrix will record all comments received through this process on an errata sheet which will identify the comment, commentor, and action taken for each comment.

### **Deliverables Task 5**

- Working draft elements (electronic)
- Draft General Plan rewrite (electronic)
- 60-day draft General Plan rewrite (25 printed, bound copies, and electronic versions in Word/PDF)

## **Task 6: Preparation of Notices**

### **Subtask 6.1: Workshop, Public Hearing, and Legal Notices**

Matrix will assist the Town staff in preparing all workshop, public hearing, and legal notices for all meetings listed in Subtasks 3.4-3.7. The Town will be responsible for posting and distributing said notices.

### **Subtask 6.2: Notices to County, State, and Other Agencies**

Matrix will assist the Town staff in preparing all notices for county, state, and other agencies as required by state law or directed by the Town staff. The Town will be responsible for distributing said notices.

### **Deliverables Task 6**

- Workshop, public hearing, and legal notices for meetings (electronic)
- Notice at time of 60-day draft General Plan to County, State, and other agencies (electronic)

## **Task 7: Adoption of the General Plan**

### **Subtask 7.1: 60-Day Review Period**

After the required 60-day public review period and in accordance with Arizona Revised Statutes, Matrix will conduct one (1) public hearing with the Planning and Zoning Commission as described in Subtask 3.7 to one (1) public hearing with the Town Council as described in Subtask 3.8. Due to the Town's population and growth rate, the General Plan will need to be ratified by citizen vote, which is discussed more in Task 8.

### **Subtask 7.2: Planning and Zoning Commission Draft General Plan**

Matrix will ensure any comments received from the 60-Day public review period are incorporated into the Planning and Zoning Commission Draft General Plan prior to the date it is required by the Town for the staff report.



## A Proposal for General Plan Rewrite Project

### **Subtask 7.3: Town Council Draft General Plan**

Matrix will ensure any comments received from the Planning and Commission hearing are incorporated into the Town Council Draft General Plan prior to the date it is required by the Town for the staff report.

#### **Deliverables Task 7**

- Planning and Zoning Commission Draft General Plan (electronic)
- Town Council Draft General Plan (electronic)

### **Task 8: Preparation of the Final General Plan**

#### **Subtask 8.1: Final General Plan Rewrite**

During this task, Matrix will provide the Town with a final adopted general plan per Town's specifications below. This final adopted General Plan will be the final version necessary for the Town Clerk to prepare the ballot initiative for voter ratification at the next election of the Town's choice.

#### **Subtask 8.2: Ratification Support**

Typically, legal counsel does not permit Town funds to be expended on general plan tasks following adoption, other than submittal of the final deliverables, as it may be construed as expending public funds to support a ballot initiative. However, to the extent permitted by the Town Attorney, Matrix can assist the Town following Council adoption of the General Plan, which will be subject to a separate scope of work and fee. Regardless, the public engagement process including the Ambassador Program is designed to support successful marketing and ratification of the plan.

#### **Deliverables Task 8**

- Final General Plan Rewrite (electronic)

### **Task 9: Format of the Final General Plan**

#### **Subtask 9.1: Final Camera-Ready Document**

Matrix will produce final camera-ready deliverable of the general plan printed per specifications listed below including an editable, reproducible electronic file ready for the publication on the website. A copy of this plan will also be provided in both Word and PDF and all final text, maps, and illustrations will be submitted in an electronic format.

#### **Subtask 9.2: Executive Summary Brochure**

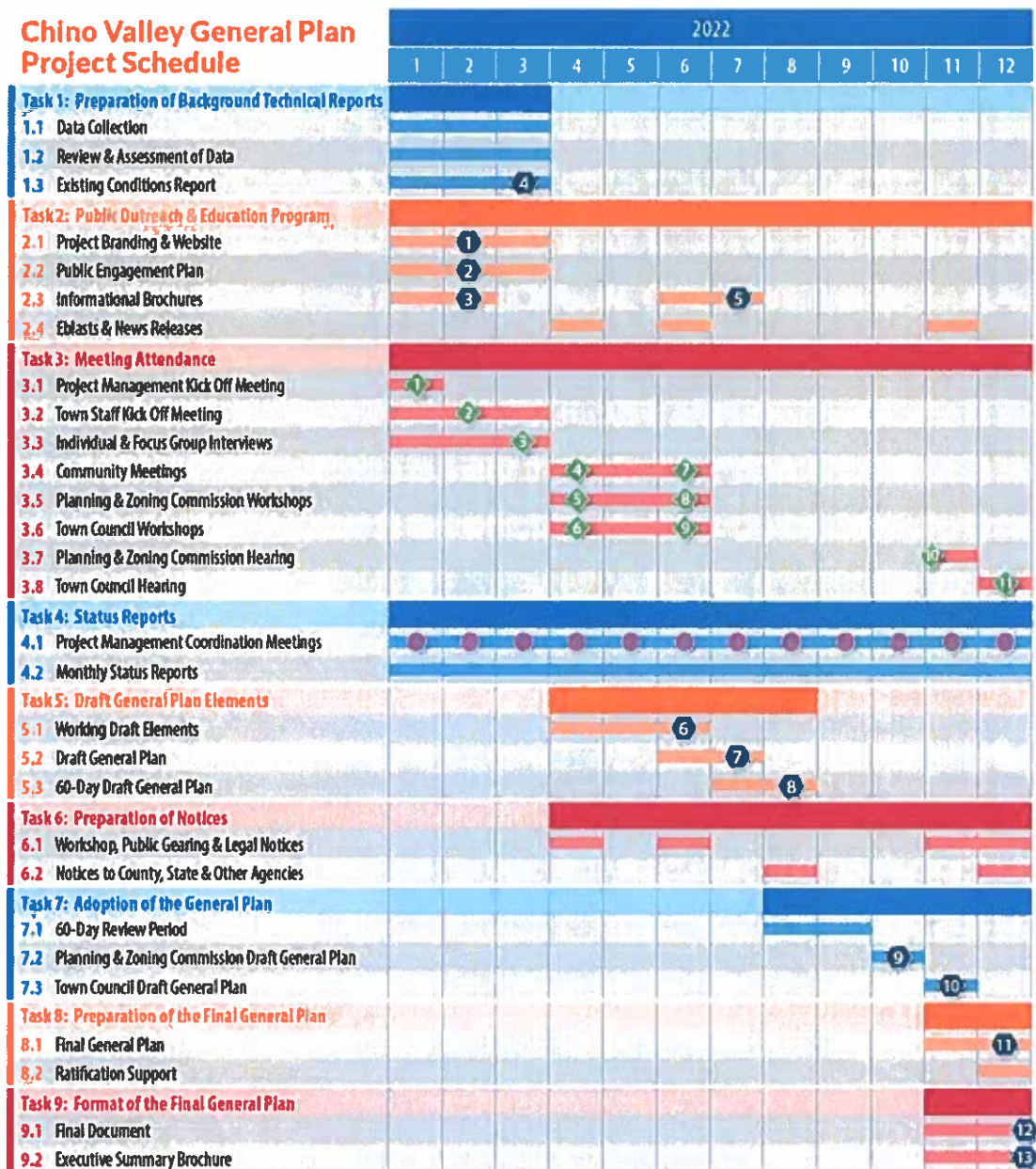
Matrix will provide an executive summary of the final general plan printed per specifications listed below, including finding of facts and a statement of overriding consideration. This brochure will also include a summary of the implementation tasks.

#### **Deliverables Task 9**

- Final camera-ready document (25 printed, bound copies, and electronic versions in Word/PDF)
- Executive summary brochure (2 hard copies and one electronic in Word/PDF)

## 6. Project Schedule

### Chino Valley General Plan Project Schedule



### Project Milestones

#### Deliverables:

- |                                                                    |                                                   |
|--------------------------------------------------------------------|---------------------------------------------------|
| 1 Project Branding & Website                                       | 7 Draft General Plan                              |
| 2 Public Engagement Plan                                           | 8 60-Day Draft General Plan                       |
| 3 Informational Brochure #1: General Plan Process                  | 9 Planning & Zoning Commission Draft General Plan |
| 4 Existing Conditions Report with GIS Maps                         | 10 Town Council Draft General Plan                |
| 5 Informational Brochure #2: Vision Statement & Preferred Land Use | 11 Final Town Council General Plan                |
| 6 Working Draft Elements                                           | 12 Final Document                                 |
|                                                                    | 13 Executive Summary                              |

#### Public Meetings:

- |                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| 1 Monthly Project Team Meetings            | 6 Town Council Workshop #1                 |
| 2 Project Management Team Kick Off Meeting | 7 Community Meeting #2                     |
| 3 Town Staff Kick off Meeting              | 8 Planning & Zoning Commission Workshop #2 |
| 4 Individual/Focus Group Interviews        | 9 Town Council Workshop #2                 |
| 5 Community Meeting #1                     | 10 Planning & Zoning Commission Hearing    |
| 6 Planning & Zoning Commission Workshop #1 | 11 Town Council Hearing                    |

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. b.

**Meeting Date:** 07/12/2022

**Contact Person:** Will Dingee, Senior Planner  
Phone: 928-636-4427 x-1233

**Department:** Development Services

**Estimated length  
of staff presentation:** None

**Physical location of item:** Generally located on the north side of Center Street 1000' east of the intersection of Road 1 East and East Center Street

### AGENDA ITEM TITLE:

Consideration and possible action to approve the Green Acres Minor Subdivision Final Plat to divide approximately 15 acres into three 5-acre parcels located on the north side of Center Street approximately 1000' east of the intersection of Road 1 East and East Center Street. (Will Dingee, Senior Planner)

### RECOMMENDED ACTION:

Approve the Green Acres Minor Subdivision Final Plat.

### SITUATION AND ANALYSIS:

**Zoning:** Agricultural Residential 5-acre minimum (AR-5)

**General Plan Land Use Designation:** Medium Density Residential

**Property Size:** Approximately 15 acres

**Subdivision:** Currently not a part of an existing subdivision

**Existing Land Use:** Vacant Land

The Green Acres Minor Subdivision Final Plat meets all requirements set by both sections 5.2.4 and 5.2.7 of the Unified Development Ordinance which govern Minor Subdivisions as well as Section 3.6 which governs the development standards for AR-5 zoned lots. The subdivision will have its main access by way of a newly created private road (Green Acres Way) off of East Center Street which will be constructed with a rural level of improvement.

The development will utilize onsite wells and septic systems for each lot. The Development Services Department and Public Works Department have completed their review of the Final Plat. Any further divisions of this property will have to come through the plat amendment process and be brought through the public hearing process.

Town Staff is forwarding a recommendation of approval to Town Council for the Green Acres Minor Subdivision Final Plat.

### Fiscal Impact

**Fiscal Impact?:** N/A

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

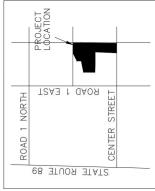
Green Acres Final Plat

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GREEN ACRES  
MINOR SUBDIVISION FINAL PLAT  
PARCEL 306-24-010S, ALSO KNOWN AS  
PARCEL C SHOWN IN SURVEY-INSTRUMENT #2021-0075658  
LOCATED IN SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST  
OF THE GILA AND TOLT RIVER BASE & MERIDIAN  
YAVAPAI COUNTY, ARIZONA

VICINITY MAP  
NOT TO SCALE



OWNER / DEVELOPER  
LIVESTOCK ENTERPRISES I, LLC,  
P.O. Box 5880  
Chino Valley, AZ 86323

LAND DESCRIPTION

All that portion of the Southwest-quarter of Section 23, Township 16 North, Range 2 West of the Gila and Tolt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

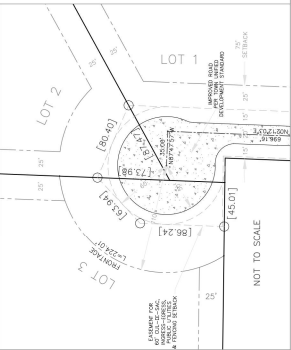
COMMENCING at the Southwest corner of said Section 23;

- Thence South 89°15'48" East, along the South line of said Section 23, a distance of 135.05 feet;
- Thence North 0°51'56" East, a distance of 30.00 feet to **THE POINT OF BEGINNING**;
- Thence continuing North 0°51'56" East, a distance of 1302.32 feet;
- Thence North 0°43'01" East, a distance of 6.29 feet;
- Thence North 90°00'00" West, a distance of 312.89 feet;
- Thence South 63°09'10" West, a distance of 262.10 feet;
- Thence South 0°29'05" East, a distance of 127.64 feet;
- Thence South 78°29'48" West, a distance of 340.33 feet;
- Thence South 0°44'12" West, a distance of 346.44 feet;
- Thence South 89°15'48" East, a distance of 603.20 feet;
- Thence South 0°21'03" West, a distance of 637.03 feet;
- Thence South 89°15'48" East, a distance of 285.74 feet to **THE POINT OF BEGINNING**.

Said parcel of land described herein contains 15.00 acres, more or less.

NOTES

1. Construction within easements, except by public agencies and utility companies, shall be limited to utility easements and shall not include any other use, including but not limited to, parking or other use. It is understood that the utility companies will not be responsible for the maintenance, construction, or course of maintenance, construction, or use of the easements within the easements.
2. Lot separation easements for the maintenance and integrity of easements for public vehicular access and public utility easements.
3. All internal streets will be improved per the standards of the Arizona Department of Transportation, Chapter 6.3.2, Table 6.3.2.
4. An engineered drainage study is not required and the Town Engineer has determined this minor subdivision has met all requirements of regulations.
5. All easements of record may not be shown.
6. Building Set-Backs are as shown on plat.



LEGEND:

- Record Bearing and/or Distance
- Record of Survey
- Found Section Monument as Noted
- Found 1/2" F.A.M.A.S., or as Noted
- Found 1/2" Rebar w/ Cop. L.S. 37930
- Set 1/2" Rebar w/ Cop. L.S. 37930
- New Parcel Boundary
- Parcel Line
- Easement Line
- Building Set-Back Line

FLOOD INFORMATION

Based on F.I.R.M. map number 04025C16890,  
Flooded County, Arizona and Incorporated Areas,  
Dated: September 03, 2014

REFERENCE DOCUMENTS

1. Record of Survey-Instrument #2021-0075658,
2. Chino Meadows, Unit 4-Book 15 of Plats, Page 86, Y.C.R.O.

DECLARATION:

I, ALLEN FOSTER, of the County of Yavapai, State of Arizona, do hereby certify that I am the duly authorized representative of the undersigned member thereto authorized.

By: Richard S. Meyer, Manager  
LIVESTOCK ENTERPRISES I, LLC  
Date

ACKNOWLEDGMENT:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Richard S. Meyer, Manager of LIVESTOCK ENTERPRISES I, LLC, an Arizona limited liability company, acknowledged the ownership of the above described parcel of land and the execution of the foregoing instrument for the purposes herein set forth. I, the undersigned, a Notary Public for the State of Arizona, do hereby set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public

My Commission Expires: \_\_\_\_\_

APPROVALS:

This Plat is Approved by the Chino Valley Town Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

By: \_\_\_\_\_ Development Services Director

By: \_\_\_\_\_ Public Works Director

Attest: \_\_\_\_\_ Clerk

SURVEYOR'S CERTIFICATION:

I hereby certify this plat and the survey on which it is based was made by me or under my direct supervision and that the information contained herein is true and correct to the best of my knowledge and belief. This plat and the survey on which it is based were prepared and filed for record within 6 months of the date of the survey and are subject to the provisions of the Arizona Surveyors Act, Chapter 37, Article 1, Section 37930.



EXP. 12-30-23  
D. ALLEN FOSTER, RLS# 37930  
P.O. BOX 430 CHINO VALLEY, ARIZONA 86323 (928) 846-3009

D. Allen Foster For Recording

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. c.

**Meeting Date:** 07/12/2022  
**Contact Person:** Terri Denemy, Assistant to the Town Manager  
 Phone: 928-636-2646 x-1301  
**Department:** Town Manager  
**Estimated length of staff presentation:** None  
**Physical location of item:** Senior Center

### AGENDA ITEM TITLE:

Consideration and possible action to award a Professional Services Agreement for design and post-design services for the Community Development Block Grant Senior Center Kitchen and Parking Lot Renovation Project to Michael Taylor Architects, Inc., in an amount not to exceed \$45,000. (Terri Denemy, Town Manager's Office)

### RECOMMENDED ACTION:

Award a Professional Services Agreement (PSA) for design and post-design services for the Community Development Block Grant Senior Center Kitchen and Parking Lot Renovation Project to Michael Taylor Architects, Inc., in an amount not to exceed \$45,000.

### SITUATION AND ANALYSIS:

In June 2022, the Town applied for a CDBG Grant for a Senior Center Kitchen and Parking Lot renovation and improvement project. Staff expects notice of grant award in the fall and contract documents near the end of the 2022 calendar year. Construction is slated to occur in the summer of 2023. In addition to grant funds, the Town has committed \$150,000 in Town Funds and \$25,000 in Mary Campbell Grant funds to the project in the FY22-23 budget.

The Senior Center Kitchen Renovation & Improvement Project will require architectural design services. The consultant possesses the skill and experience required to provide the services. Costs for this PSA will be paid out of Town Funds, which will allow design services to begin prior to CDBG funding award and availability. With advance design services, the Town will also be able to order long lead items to assure necessary components are available when construction commences. Staff anticipates cost savings with the Scope of Work of this PSA, by utilizing the Town's Engineering Project Manager in lieu of the architectural firm whenever possible.

### Fiscal Impact

**Fiscal Impact?:** 45,000  
**If Yes, Budget Code:** 01-66-5212

**Available:** 150,000

**Funding Source:**

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**Attachments**

PSA - CDBG Kitchen Remodel - Michael Taylor Architects

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MICHAEL TAYLOR ARCHITECTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2022, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Michael Taylor Architects, Inc., an Arizona corporation (the “Consultant”).

**RECITALS**

- A. The Town is in need of architectural design services for the remodel of the existing kitchen inside the Chino Valley Senior Center (the “Services”).
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into this Agreement with the Consultant to provide the Services.

**AGREEMENT**

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

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2023, 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 A and incorporated herein by reference; provided, however, at the Town’s option, the Town may elect to provide the services set forth in subsections (a) and (c) of section 1.15 [sic] of the Scope of Work, and the Consultant’s fee will be reduced by the amounts associated with the services performed by the Town. 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. Prior to commencing the Services, the Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.
- 3. Compensation. The Town shall pay the Consultant an amount not to exceed \$45,000 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

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

5. Safety Plan. 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 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 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 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 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 the 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 above 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 which may remain in effect without the invalid provision or application.

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

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by 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:       Michael Taylor Architects, Inc.  
118 South Pleasant Street  
Prescott, Arizona 86303  
Attn: Michael Taylor

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 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, 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 any papers of the Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on 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 16.17 below. 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.

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

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

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**“Consultant”**

MICHAEL TAYLOR ARCHITECTS, INC.,  
an Arizona corporation

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

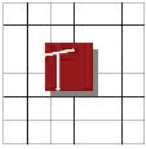
Name: \_\_\_\_\_

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

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
MICHAEL TAYLOR ARCHITECTS, INC.

[Scope of Work and Fee Proposal]

See following pages.



Michael Taylor Architects, Inc.

May 19, 2022

## **PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN ARCHITECT AND CLIENT**

**Project:** Chino Valley Senior Center Kitchen Remodel  
Chino Valley, Arizona  
Architectural Design Services

**Location:** 1201 West Butterfield Road  
Chino Valley, Arizona  
APN 306-02-466

**Client:** Town of Chino Valley  
1021 West Butterfield Road  
Chino Valley, Arizona 86323

**Architect:** Michael Taylor Architects, Inc.  
118 South Pleasant Street  
Prescott, Arizona 86303

### **Project Description:**

This project involves a remodel of the existing kitchen inside the Chino Valley Senior Center. Remodel will include an update to the serving counters/area, positioning of new equipment including a new hood and hood fire suppression system, new casework, painting, lighting, updates to HVAC systems to bring them into code compliance and a minor improvement to the rear entry area.

### **Compensation:**

Compensation for the stated scope of services to be performed under this Agreement for kitchen remodel design through Construction Documents: \$32,960

Bidding Phase Services, and Construction Phase Services: \$ 8,240

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Total of all fees for basic services: \$41,200

Reimbursable expenses related to the performance of our basic services are included within the stated fees. Any expenses beyond those will be invoiced at cost. A retainer of \$3,000 is requested at commencement of the project and it will be applied to the final payment.

### **Standard Hourly Rates/Additional Fees/Supplemental Services:**

Our standard hourly rates are listed below. Should supplemental services beyond those listed in this agreement be requested or become necessary and be approved by the Client, our standard hourly billing rates for those services would also apply and are as follow:

|                    | <u>Standard Rates</u> |
|--------------------|-----------------------|
| Architect          | \$120/hour            |
| Project Manager    | \$ 95/hour            |
| Drafting/Technical | \$ 80/hour            |
| Clerical           | \$ 50/hour            |

**Exclusions:**

1. Offsite improvements design including utility main extensions
2. Boundary or topographic survey
3. Geotechnical soils investigation
4. Civil Engineering or Landscape design
5. Structural engineering
6. Automatic fire suppression system design
7. Truss or Pre-engineered steel building design/engineering
8. Destructive or invasive testing of any existing materials or construction.
9. Hazardous materials testing or investigation
10. Town and ADEQ certifications
11. Rezoning services
12. Municipal fees
13. Services beyond those specified in this proposal

**Article 1****Architectural Services:****1.1 Scope of Services****1.1.1 Schematic Design Phase**

- a. The Architect shall evaluate the Clients program and budget and become familiar with the site.
- b. The Architect will prepare a preliminary design illustrating the scale and relationships of the Project components.
- c. This preliminary design will be presented to the Client for review and approval.
- d. Upon Client approval of the preliminary design the Architect will prepare Schematic Design Documents consisting of building plans, selections of major building systems and materials of construction.
- e. A final Schematic Design package shall be submitted to the Client for final approval.

**1.1.2 Design Development Phase**

- a. Based on the approved Schematic Design Documents, the Architect will prepare Design Development documents illustrating the continued development of the Schematic Design. These documents may include equipment layouts, typical construction details and diagrammatic layouts of major building systems.
- b. Engineering sub-consultants will be engaged during this phase of the work. This will include Mechanical, Plumbing and Electrical engineers.
- c. A final Design Development package shall be submitted to the Client for final approval.

### 1.1.3 Construction Documents

- a. Based on the approved Design Development documents, the Architect will prepare Construction Documents illustrating and describing the further development of the approved Design Development documents.
- b. Construction Documents shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- c. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- d. The Architect will make submission to the authority having jurisdiction for permit review and will respond to any plan check comments.
- e. A final Construction Documents package shall be submitted to the Client for final approval.

### 1.1.4 Bidding Phase Services

- a. The Architect shall assist the Owner in releasing bidding documents to qualified General Contractors for the purposes of assembling bids for construction of the Work.
- b. The Architect will organize and conduct a pre-bid conference for prospective bidders.
- c. The Architect shall prepare responses to questions from prospective bidders and provide interpretations of the Bidding Documents in the form of addenda.
- d. The Architect shall schedule and facilitate a bid opening and review results with the Client.

### 1.15 Construction Phase Services

- a. The Architect shall administer the Contract between the Owner and Contractor.
- b. The Architect shall visit the site at pre-determined intervals to review progress of the construction for conformance with the Construction Documents.
- c. The Architect shall review Applications for Payment and certify payments to the Contractor.
- d. The Architect shall review the Contractors submittals for the limited purpose of checking for conformance with the design intent.
- e. The Architect shall issue Change Orders for changes in the Work as authorized by the Client.
- f. Upon completion of the Work, the Architect shall review the project for verification of Substantial Completion and shall develop a list of items to be finalized. The Architect will issue a Certificate of Substantial Completion as appropriate.

## **Article 2**

### **Client's Responsibilities**

#### **2.1 Information**

The Client shall provide site and other information on which the design is to be based as well as a defined budget for the Project. The Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

**2.2 Budget**

The Architect shall make every effort to provide designs that conform to the Client's budget. Opinions of probable cost may be provided as a part of services only to assist the Client with budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual cost of construction.

**2.3 Approvals**

The Client's decisions, approvals, reviews and responses shall be communicated to the Architect in a timely manner in order to not delay the project.

**Article 3****Ownership of Documents**

- 3.1** The Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and State Law. Subject to payment by the Client of all fees the Architect grants to the Client a non-exclusive license to reproduce the documents solely for the construction of the Project.

**Article 4****Compensation**

- 4.1** The Architect will invoice the Client monthly for work completed during the previous month. Invoices will be based on the percentage of work completed and Supplemental Services performed (if any).
- 4.2** Payments are due and payable 30 days from the date of the Architect's invoice. Invoices or portions of invoices unpaid after 30 days from the due date will be deemed to be past due and will accrue interest at 2% of the unpaid balance per month. Past due amounts may be cause for termination of this agreement.

**Article 5****Indemnification**

- 5.1** The Client and Architect agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses including reasonable attorney's fees to the extent such claims, losses, damages and expenses are caused by the joint or concurrent negligence of Client or Architect, they shall be borne by each party in proportion to its negligence.

**Article 6****Limit of Liability Statement:**

- 6.1** In recognition of the relative risks and benefits of the project to both the client and the architect, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the architect to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the architect to the client shall not exceed the architect's total fee for services rendered on this project. It is intended that this limitations apply

to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## **Article 7**

### **Suspension/Termination**

- 7.1** Either party may terminate this Agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2** All terms of this agreement including compensation shall remain in place up to the day of notice of termination.

## **Article 8**

### **Other Terms and Conditions**

- 8.1** Neither party shall assign their interest in this Agreement without the express written consent of the other party.
- 8.2** The law in effect at the Architects principal place of business shall govern this Agreement.

## **Article 9**

### **Scope of this Proposal**

- 9.1** This Proposal represents our current understanding of the project and the scope of services that will be provided by the Architect and supersedes all prior negotiations, representations or agreements either written or oral. If this proposal is acceptable please sign below and return to MTAI.

Michael Taylor Architects, Inc.

\_\_\_\_\_  
Architect



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

May 19, 2022

Date: \_\_\_\_\_

\_\_\_\_\_  
Client

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

Date: \_\_\_\_\_

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. d.

**Meeting Date:** 07/12/2022  
**Contact Person:** Will Dingee, Senior Planner  
 Phone: 928-636-4427 x-1233  
**Department:** Development Services  
**Estimated length of staff presentation:** None  
**Physical location of item:** 645 W Road 4 North

### AGENDA ITEM TITLE:

Consideration and possible action to approve amendments to the existing Medical Marijuana Protected Development Right Site Plan, PDR16-003, for PV Growers, reducing the square footage of greenhouses and adding a processing/drying building. (Will Dingee, Senior Planner)

### RECOMMENDED ACTION:

Approve the amendments to PV Growers' existing Protected Development Right Site Plan, PDR16-003.

### SITUATION AND ANALYSIS:

The Protected Development Right (PDR) was granted to Prescott Valley Growers in 2016 which allows for a total of 75,600 square feet of cultivation area, specific to Medical Marijuana (MMJ), to be constructed on site by 2021. In July of 2021, Town Council approved a two-year extension on this time limit. The property owner is requesting to eliminate 9,135 square feet of cultivation area and replace it with a processing building that totals 945 square feet. The processing building will consist of five rooms which will be used for drying, trimming, curing, bagging, labeling and propagation. All of these uses within this building are incidental to the cultivation of MMJ and are not viewed as an expansion of the approved PDR.

### Items to note:

- If the Town Council chooses to approve this amendment, it will not expand the time limit to develop this site. Per Arizona Revised Statute, no additional time limit extensions can be granted.
- The amended site plan shows two buildings in addition to the processing room. One is a security/restroom building and the other is the Grow Room. Neither of these require an amendment as the Grow Room falls within the allowable square footage for cultivation and security building will have no part in the cultivation process.

Town Staff is forwarding a recommendation of approval of the PDR site plan amendment to Town Council. The original site plan from 2016 and the amended site plan are attached.

### Fiscal Impact

**Fiscal Impact?:** N/A

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

2016 Site Plan

Amended Site Plan

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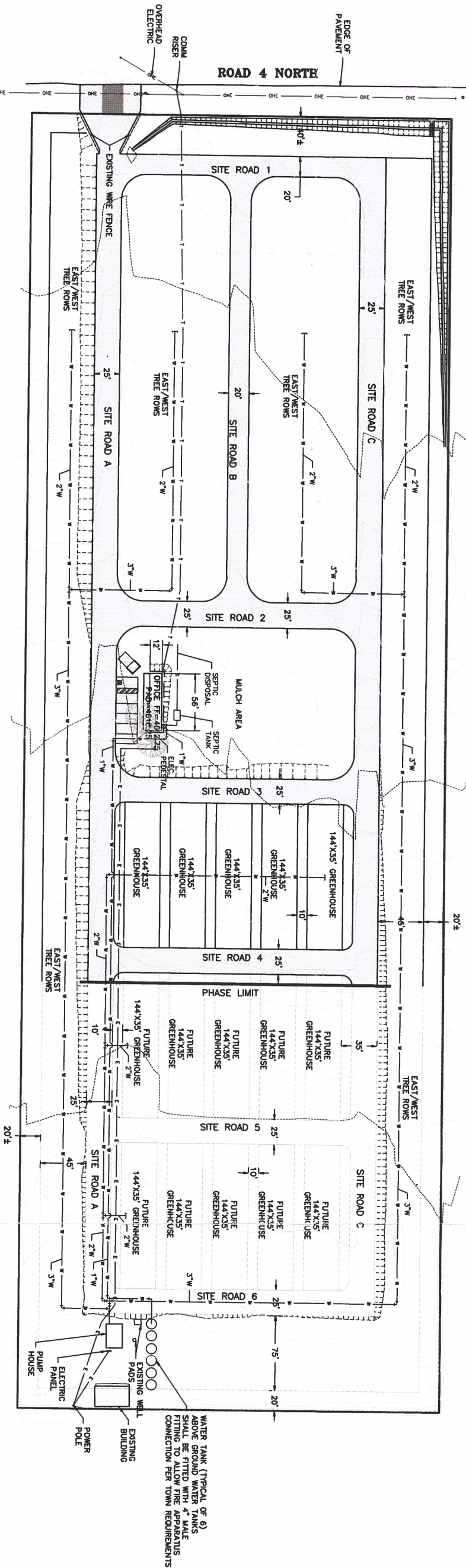
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2016 Site Plan

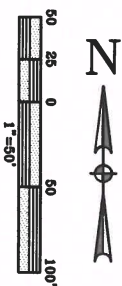
**SITE PLAN**  
**PV GROWERS**  
APN 306-14-003R  
645 W ROAD 4 NORTH  
CRIND VALLEY, AZ

"PROTECTED DEVELOPMENT RIGHT PLAN"  
FOR  
MEDICAL MARIJUANA CULTIVATION

PHASE 1  
5 GREENHOUSES: 5,040 S.F. EACH; HEIGHT = 16'-1" TO PEAK.  
1 OFFICE: 672 S.F.; HEIGHT = 12'-8" TO PEAK.



- SPECIAL NOTES:**
1. WATER SYSTEM IS ON-SITE PRIVATE WELL AND PRIVATE DISTRIBUTION SYSTEM PIPING.
  2. SEWER SYSTEM IS ON-SITE PRIVATE SEPTIC TANK AND DISPOSAL TRENCH SYSTEM.
  3. ELECTRICAL SERVICE IS PROVIDED BY ARIZONA PUBLIC SERVICE.
  4. GREENHOUSES TO UTILIZE PRIVATE PROPANE TANKS.



| SITE PLAN<br>645 W. ROAD 4 NORTH                                              |         |          |  |
|-------------------------------------------------------------------------------|---------|----------|--|
| KELLEY / WISE ENGINEERING, INC.                                               |         |          |  |
| 146 GROVE AVENUE<br>PRESCOTT, ARIZONA 86301<br>(928) 771-1730<br>FAX 778-2220 |         |          |  |
| DRAWN                                                                         | WRW     | REVIEWED |  |
| CHECK                                                                         | GRK     |          |  |
| DATE                                                                          | 1/27/16 |          |  |
| JOB                                                                           | 13-028  |          |  |
| SHEET NO.                                                                     | 1 OF 1  |          |  |

# SITE PLAN

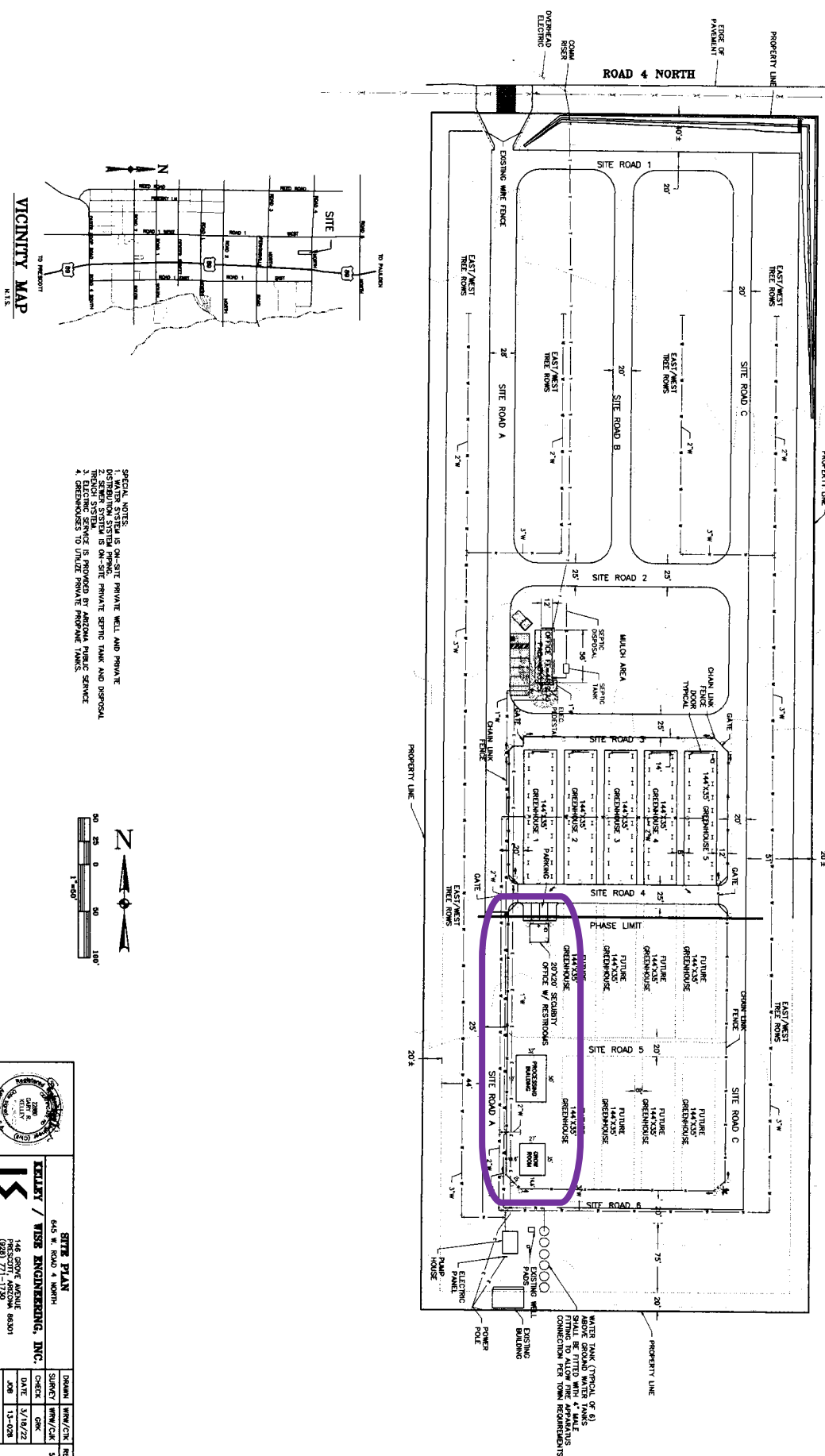
APN 306-14-003R  
645 W ROAD 4 NORTH  
CHINO VALLEY, AZ

CULTIVATION  
SITE PLAN

FOOT HIGH FENCE  
ALL GREENHOUSES AND THE OFFICE  
WILL BE ENCLOSED BY AN EIGHT (8)  
FOOT HIGH FENCE

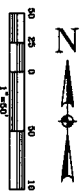
**SYMBOL LEGEND:**  
CAMERA  
STAIR

☐ PANIC BUTTON  
☐ NATURAL LIGHTS (20 IN EACH HOUSE)



**SPECIAL NOTES:**

1. WATER SYSTEM IS ON-SITE PRIVATE WELL AND PRIVATE DISTRIBUTION SYSTEM PIPING.
2. SEWER SYSTEM IS ON-SITE PRIVATE SEPTIC TANK AND DISPOSAL TRENCH SYSTEM.
3. ELECTRIC SERVICE IS PROVIDED BY ARIZONA PUBLIC SERVICE.
4. GREENHOUSES TO UTILIZE PRIVATE PROPANE TANKS.



**SITE PLAN**  
645 W. ROAD 4 NORTH  
**KELLEY / WISE ENGINEERING, INC.**  
146 GROVE AVENUE  
PUEBLO, ARIZONA 86501  
(928) 771-1730  
FAX 778-2220

|           |         |          |
|-----------|---------|----------|
| DRAWN     | WRW/CTR | REVISION |
| SURVEY    | WRW/CHK | 5.26.22  |
| CHECK     | GRK     |          |
| DATE      | 3/18/22 |          |
| JOB       | 13-028  |          |
| SHEET NO. |         |          |

Prescott Valley Growers

645 W road 4 North Chino Valley

Jim Cox

928-775-4813

PVG Processing Building Uses & Dimensions:

This will be a metal building with spray foam insulation and mini split units for heating and cooling.

It will consist of 5 rooms.

Rooms 1&2 will be for hanging and drying flower branches.

Room 3 will be used for separating flowers from the stems either by hand or machine trimming.

Room 4 will be for final curing, bagging and labeling of product.

Room 5 will be utilized for propagation.

Rooms 3 & 5 will each have a sink.

Dimensions:

50' Long, 32' Wide, 12" Sidewall Height, 15'6" Roof Peak

Prescott Valley Growers

645 West Road 4 North Chino Valley

Jim Cox

928-775-4813

PVG Indoor Grow Room Building Uses & Dimensions:

This will be a metal building with spray foam insulation and mini split units for heating and cooling.

This building will be used to grow plants exclusively indoors. This creates a unique product that is distinctly different from a greenhouse grown product.

The interior of the grow room will be fairly simple with a concrete floor, overhead lighting, a sink and additional water outlet.

Dimensions:

35' Long, 27' Wide, 12' Sidewall Height, 15'6" Roof Peak

All Proceeds will be donated to local charity organizations.



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. e.

**Meeting Date:** 07/12/2022  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
 Phone: 928-636-7140 x-1226  
**Department:** Public Works  
**Estimated length of staff presentation:** None  
**Physical location of item:** West Road 4 North and Dillon Blvd

### AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2022-1218 to accept the Heritage Pointe Subdivision Phase 3 street and public infrastructure improvements subject to a two-year warranty period. (Frank Marbury, Public Works Director / Town Engineer)

### RECOMMENDED ACTION:

Approve Resolution No. 2022-1218 to accept the Heritage Pointe Subdivision Phase Three street and public infrastructure improvements subject to a two-year warranty period.

### SITUATION AND ANALYSIS:

The Heritage Pointe Subdivision Phases One and Two street and public infrastructure were accepted by Town Council on January 11, 2022, with the condition that the warranty period will occur and the developer guarantees workmanship and materials for a period of two (2) years. Additionally, Performance Bonds #60136941 (\$1,553,373.00) and #CIC1915347 (\$1,445,406.00) were released.

The remaining performance bonds for the subdivision are as follows:

| Phase        | Bond No.   | Amount       | Date    |
|--------------|------------|--------------|---------|
| 3            | CIC1915346 | \$270,675.00 | 5/11/21 |
| Road 4 North | 60136940   | \$149,369.00 | 1/20/21 |
|              | Total      | \$420,044    |         |

The Town's Engineering Division has now completed the inspection of streets and public infrastructure improvements associated with Phase 3 on June 23, 2022, and found that they are in substantial compliance with the approved plans and specifications. The condition of acceptance is based on the successful completion of a two-year warranty period. Following the conditional acceptance by Town Council, the performance bond for Phase 3 will be released to the developer, and the two-year warranty period will commence.

Additionally, the developer has provided a check in the amount of \$149,369.00 for the release of the Road 4 North performance bond.

### **Fiscal Impact**

**Fiscal Impact?:** n

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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### **Attachments**

RES - 2022-1218

Substantial Completion Letter

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## RESOLUTION NO. 2022-1218

### A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, TO CONDITIONALLY ACCEPT THE STREETS AND PUBLIC INFRASTRUCTURE IMPROVEMENTS IN PHASE THREE OF THE HERITAGE POINTE SUBDIVISION.

**WHEREAS**, the Mayor and Town Council of the Town of Chino Valley (the "Town Council"), approved a final plat entitled "Heritage Pointe Phase One" on December 8, 2020; and

**WHEREAS**, the Town Council approved a final plat entitled "Heritage Pointe Phases Two, Three and Four" on May 25, 2021; and

**WHEREAS**, the developer of Heritage Pointe, Sage Land Holdings, LLC, an Arizona limited liability company (the "Developer"), dedicated to the Town the streets and public infrastructure improvements generally located at West Road 4 North and Dillon Boulevard; and

**WHEREAS**, on or about June 23, 2022, the Town's Public Works Department completed an inspection of the streets and public infrastructure improvements in Phase Three of the Heritage Pointe Subdivision generally located at West Road 4 North and Dillon Boulevard, and depicted on the map attached hereto as Exhibit A and incorporated herein by reference (the "Improvements"), and found the Improvements to be in substantial compliance with the approved plans and specifications; and

**WHEREAS**, section 5.4(C)(7) of the Unified Development Ordinance of the Town of Chino Valley requires developers to provide a two-year warranty against defective materials and workmanship when public infrastructure improvements for a subdivision are accepted by Town Council for maintenance and operation, and Developer has provided such warranty, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Warranty"); and

**WHEREAS**, the Town Council desires to conditionally accept the Improvements subject to the Warranty (the "Conditional Acceptance"); and

**WHEREAS**, the Town Council acknowledges that the two-year warranty period will commence upon Conditional Acceptance of the Improvements by the Town.

**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 Improvements are Conditionally Accepted.

SECTION 3. The Warranty is hereby accepted.

SECTION 4. The Town is hereby directed to commence maintenance and operation of the Improvements subject to the Warranty and the Unified Development Ordinance of the Town of Chino Valley.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 12th day of July, 2022.

---

Jack W. Miller, Mayor

ATTEST:

---

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. 2022-1218 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 12, 2022, 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. 2022-1218

[Map of Streets and Public Infrastructure Improvements]

See the following page.

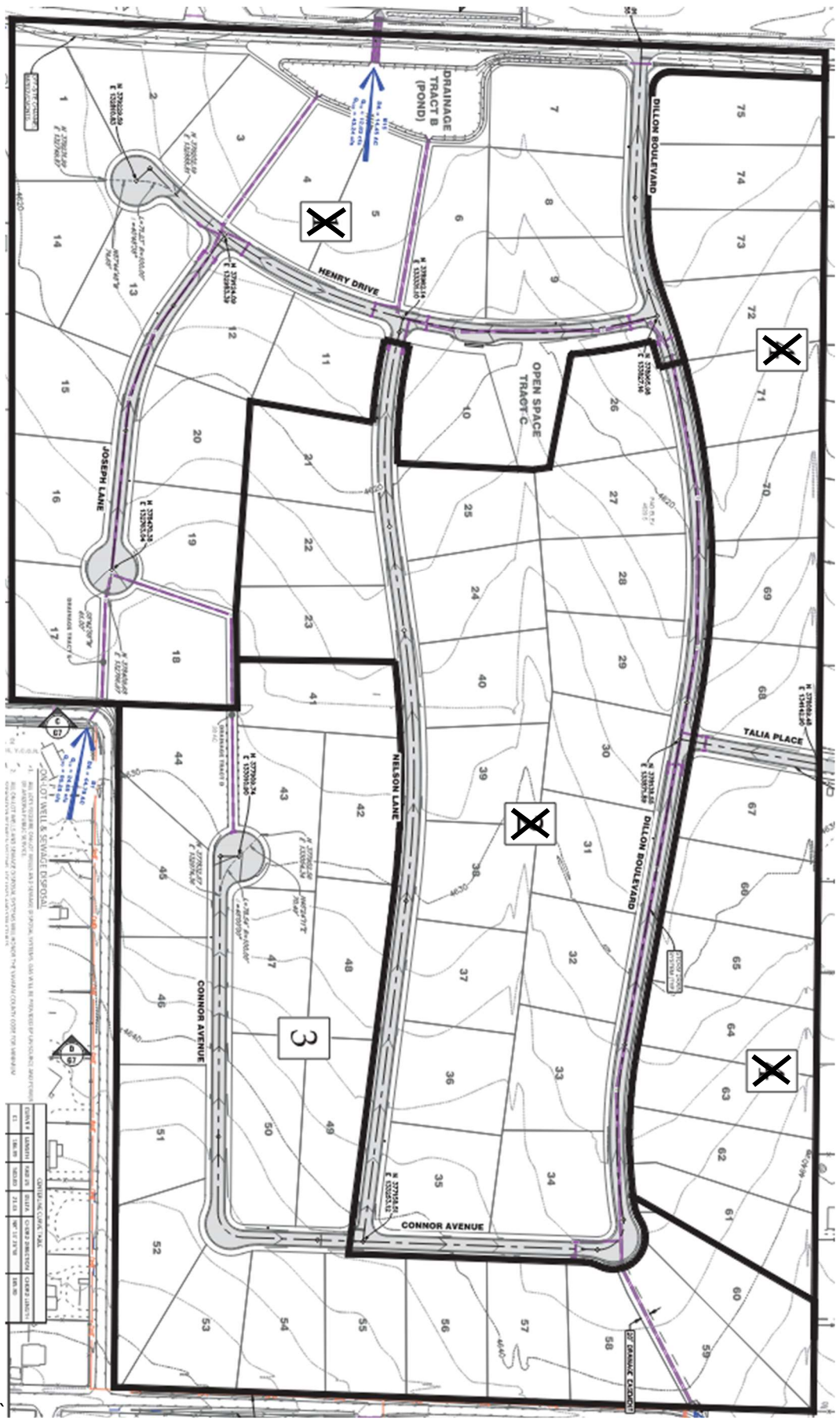


EXHIBIT B  
TO  
RESOLUTION NO. 2022-1218

[Developer's Warranty]

See the following pages.



8700 E. Via De Ventura, Suite 350  
Scottsdale, AZ 85258  
Main (480) 305-5319  
Fax (480) 829-7506

06-23-2022

Development Services  
Town of Chino Valley  
1982 Voss Dr  
Chino Valley, AZ 86323

**RE: Two Year Warranty Letter - Heritage Pointe – Phase 3**

Mr. Frank Marbury:

Developer is in receipt of the Notice of Substantial Completion letter regarding the Town requirements for improvements acceptance dated June 23rd, 2022.

**Town Maintained Improvements:**

Notice is hereby given that the work has been completed in accordance with Permit #2021101, #21-11 within public rights-of-way or easements in the Town of Chino Valley, Arizona generally described as Heritage Pointe, Phase Three which includes the following improvements – stormwater disposal, concrete and paving. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to the issuance of conditional acceptance and the official beginning of the two (2) year warranty period. Developer and its contractors will be responsible against defective materials and workmanship during the warranty period. A warranty inspection by the Town of the improvements will be performed no later than 60 days prior to the end of the warranty period to provide sufficient time for any corrections. Once any warranty deficiencies or workmanship corrections are completed and accepted, the Town will provide a Warranty Completion & Acceptance letter to Developer relieving Developer and contractors of any further obligations for the improvements.

**Non-City Maintained Improvements:**

Public Works Inspections has checked all non-town maintained improvements and found them to be in substantial compliance with the approved plans and specifications. Non-Town maintained improvements constructed as part of this project to be maintained by property owners and homeowners' association and are not subject to the two-year warranty.

Let me know if you have any questions.

Respectfully,  
Sage Land Holdings, LLC

*Craig Helsing*

Craig Helsing  
Director of Land Acquisition & Development

Cc: Heritage Pointe Phase 3

Michael Brown  
Timothy Morris  
Robert Smeriglio



Public Works Department  
1982 N. Voss Drive #201  
Chino Valley, AZ 86323

928-636-7140  
Fax 928-636-7141  
[www.chinoaz.net](http://www.chinoaz.net)

June 23, 2022

Craig Helsing  
Brown Homes AZ  
8700 E. Via De Ventura, Suite 350  
Scottsdale, AZ 85258

Re: Heritage Pointe Phase 3 Notice of Substantial Completion

Dear Mr. Helsing,

The Town of Chino Valley Public Works Department has completed the inspection of the public improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications.

Town Council action is required prior to conditional acceptance and the official beginning of the warranty/maintenance period. The time frame for Town Council action is approximately 14 days after the following items have been submitted, reviewed and approved:

- Completion of Phase 3 including any remaining punchlist items.
- As-built drawings for Phase 3 in pdf, 4 mil mylar, and autocad 2019 formats.
- A certified letter from the professional surveyor stating that the centerlines of streets, easements, and survey monuments are located as denoted on the final plat.
- A letter from the professional engineer stating that the stormwater detention basin meets design capacity.
- A warranty or guarantee for a period of 2 years against defective materials and workmanship.

Should you have any questions, please contact me at 928-636-2646 x 1308 or [ssullivan@chinoaz.net](mailto:ssullivan@chinoaz.net).

Sincerely,

Steven Sullivan, PE  
Assistant Town Engineer



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

5. f.

**Meeting Date:** 07/12/2022  
**Contact Person:** Joe Duffy, Finance Director  
 Phone: 928-636-2646 x-1211  
**Department:** Finance  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2022-1204, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2022-2023, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Administrative Services Director)

### RECOMMENDED ACTION:

Adopt Resolution No. 2022-1204 levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2022-2023 and ordering copies of the resolution to be delivered to the County Board of Supervisors and the Arizona Department of Revenue.

### 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 - 2022-1204 - CVSLID Tax Levy 2022-2023

**RESOLUTION NO. 2022-1204**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED, AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENT OF ESTIMATES AND EXPENSES FOR FISCAL YEAR 2022/2023; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the provisions of Arizona Revised Statutes ("A.R.S.") § 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 A.R.S. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2022, and ending June 30, 2023, 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 24, 2022, the Town Council approved Resolution 2022-1201, (i) adopting the statement of estimates and expenses for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as the tentative budgets for the Lighting Districts and (ii) directing that the budgets be posted and public notice be provided as required by law; and

**WHEREAS**, the required posting occurred and the required notice was given by the Town Clerk as required by law, and on June 28, 2022, the Town Council (i) held a public hearing on the final budgets and proposed tax levies as required by law and (ii) adopted Resolution 2022-1203, approving the final budgets for the Lighting Districts for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

**WHEREAS**, Yavapai County is the assessing and collecting authority for the Town of Chino Valley, and the Town is required to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of Yavapai County, Arizona, by the third Monday in August.

**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.** For each street lighting improvement district within the Town of Chino Valley listed on the Statement of Estimates and Expenses, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of each such street lighting improvement district is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation. The Town Council finds and determines that the amounts specified in the column labeled "2022/2023 Levy Request" on Exhibit A do not exceed \$1.20 per \$100 assessed valuation.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August, 2022 (August 15, 2022).

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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 12th day of July, 2022.

\_\_\_\_\_  
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. 2022-1204 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 12, 2022, 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. 2022-1204

[Statement of Estimates and Expenses]

See following page.

## TOWN OF CHINO VALLEY, ARIZONA

## Street Lighting Improvement Districts

**Statement of Estimates and Expenses**

Fiscal Year - 2022/2023

|                     |                |                                                                                | A                                            | B                            | C                                                     | D                                  | E                            |
|---------------------|----------------|--------------------------------------------------------------------------------|----------------------------------------------|------------------------------|-------------------------------------------------------|------------------------------------|------------------------------|
| Co.<br>Dist.<br>No. | Town<br>ID No. | Town ID<br>Name                                                                | 2021/2022<br>Estimated<br>Actual<br>Expenses | 2021/2022<br>Levy<br>Request | 2021/2022<br>Difference<br>on<br>Expenses<br>vs. Levy | 2022/2023<br>Projected<br>Expenses | 2022/2023<br>Levy<br>Request |
| 13004               | CVSLID<br>1    | Chino Valley,<br>Arizona,<br>CVSLID #1<br>Lighting<br>Improvement<br>District  | \$ 1,900                                     | \$ 1,900                     | \$ -                                                  | \$ 1,700                           | \$ 1,700                     |
| 13005               | CVSLID<br>2    | Chino Valley,<br>Arizona,<br>CVSLID #2<br>Lighting<br>Improvement<br>District  | \$ 1,000                                     | \$ 1,000                     | \$ -                                                  | \$ 1,100                           | \$ 1,100                     |
| 13006               | CVSLID<br>3A   | Chino Valley,<br>Arizona,<br>CVSLID #3A<br>Lighting<br>Improvement<br>District | \$ 1,200                                     | \$ 1,200                     | \$ -                                                  | \$ 1,100                           | \$ 1,100                     |

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6. a.

**Meeting Date:** 07/12/2022  
**Contact Person:** Will Dingee, Senior Planner  
 Phone: 928-636-4427 x-1233  
**Department:** Development Services  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Public Hearing and consideration and possible action to approve Ordinance 2022-920 amending the Town of Chino Valley Unified Development Ordinance by amending certain provisions of Chapter 2 related to the meaning of words and terms, and certain provisions of Chapter 4 related to guest houses. (Laurie Lineberry, Development Services Director)

### RECOMMENDED ACTION:

- (i) Hold Public Hearing
- (ii) Approve Ordinance No. 2022-920

### SITUATION AND ANALYSIS:

The Unified Development Ordinance (UDO) states that it “may be amended, supplemented, changed, modified or repealed when deemed necessary to best serve the public interest, health, comfort, convenience, safety and general welfare of the citizens of the Town.” This current text amendment request from staff is deemed necessary to best serve the public interest. The proposal is to modify Chapters 2 and 4 of the UDO as they pertain to guest houses. The primary purposes of the modifications are to revise the definition of a guest house to allow for renting of the unit under certain circumstances and to outline the general provisions that would allow a guest home to be built and to be rented.

Nation-wide and within the state of Arizona, housing availability is at an all-time low. The lack of homes for sale or rent, along with the recent increase in housing values, has made it nearly impossible for young families, teachers, police officers, and other similar workers to acquire adequate housing within the Town of Chino Valley. Current zoning regulations allow for the construction and use of a guest house on lots within the following districts: AR-5, AR-4, SR-2.5, SR-2, SR-1.6, and SR-1. Existing code does not allow guest houses to be rented out. Since 2014, 28 guest houses have been built within the Town of Chino Valley.

Within the 2014 General Plan Land Use Element, it discusses the trend of the increasing number of older generations in Chino Valley, reflecting a need for multi-generational housing (where at least two generations of family live on the same lot). This concept supports the renting of guest houses to others, to provide income for the primary resident, and to create housing for families and professionals that cannot find or afford available single-family housing.

This proposed amendment emphasizes the need for the property owner to live on the lot with the rented guest house. This is a requirement that helps to ensure oversight of the renters and the upkeep of the unit, protects the private property rights of neighboring property owners, while maintaining neighbor relations and positive property values.

If an owner desires to rent out a guest house, they will be required to register with an affidavit stating that they acknowledge that as the property owner, they agree to live on the property. The Town will record the acknowledgement so that it is reflected in a Title Search when the property changes hands. If the guest house is not being rented out, the owner is not required to live on the site.

Additional requirements for all guest houses include:

- No separate primary address for the guest house,
- No separate utility meters for the guest house,
- One off-street parking space,
- The main house and the guest house must share a common driveway,
- The guest house must be either a stick-built or a new Manufactured Home.
- Architecturally compatible with the principal residence.

This proposal was discussed with the Town Council at the work session on November 9, 2021 and with the Planning and Zoning Commission during the November 16, 2021 and April 5, 2022 work sessions.

The item was presented to the Planning and Zoning Commission on May 3rd.

The Commission forwarded a recommendation of approval to the Town Council with a 7-0 vote.

Minutes related to this item from the May 3rd Planning and Zoning Commission can be found in Attachment 1.

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### Fiscal Impact

**Fiscal Impact?:** N/A

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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### Attachments

Text Amendment Language

ORD 2022-920

Attachment 1 - P&Z minutes

Attachment 2 - P&Z Staff Report

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**PROPOSED CODE LANGUAGE:****2 DEFINITIONS****2.1 Meanings of Words and Terms**

**Guest House or Guesthouse** – An accessory dwelling unit established in conjunction with a principal residence on the same lot. A guest house is a site-built or new manufactured home unit on a permanent foundation, featuring a kitchen, sleeping and full bathroom facilities; the guest house is subordinate in size and intensity in comparison to the principal residence, per individual zoning district requirements.

**Principal Residence** – The primary single-family dwelling structure on a residential lot.

**4 GENERAL REGULATIONS****4.1 Guest Houses.**

1. **Purpose.** The purpose of this section is to allow for and regulate the establishment of accessory dwelling units for use as guest houses, including for use as rentals, while preserving the character and property values of neighboring properties. Benefits to the community may include expanding the existing housing supply and allowing older homeowners to remain in their homes while obtaining extra income, companionship and security. Requiring owner occupancy in conjunction with the rental is intended to help protect the stability and character of neighborhoods and reduce potential conflicts with surrounding single-family and agricultural neighbors.

2. **Applicability.** One guest house is permitted as an accessory dwelling unit to an existing or planned single-family dwelling, and may be rented out, provided that the provisions in this section are met. In no case shall more than two residential units exist on one lot (one principal residence and one guest house).

3. **Lot Size.** Guest houses are permitted on lots zoned one acre or larger. The lot must meet the minimum size required for the zoning district in which the guest house is proposed.

4. **Unit Size and Placement.** Unit size maximums are reflected in the zoning district in which the unit is being built. Each guest house shall have a minimum size of 400 square feet. Guest houses shall meet all of the same setbacks and building separation requirements as the principal residence and shall be located to the rear of the principal residence.

5. **Owner Occupancy and Registration.**

a. **Owner Occupancy.** No guest house may be rented unless the property owner resides on the property.

b. **Registration.** The property owner shall sign, and the Town shall record, an affidavit for the guest house as a rental unit, acknowledging that the owner must also reside on the property as long as the guest house is being rented.

6. **Existing Units.** Any guest houses existing at the date of adoption of this ordinance can qualify as a rental unit if the property is brought into compliance with the provisions of this section.

7. **Additional Requirements:**

- a. The guest house shall not have a separate primary property address.
- b. The guest house shall not have a separate set of utility meters for water, electricity, or sewer connections.
- c. A minimum of one additional off-street parking space shall be required for the guest house.
- d. The guest house shall share a common driveway with the principal residence. No additional driveway access is allowed from the street to accommodate the guest house.
- e. Mobile homes, travel trailers, park models, recreational vehicles, and other similar structures are prohibited for use as guest houses in all zoning districts. Only site-built and new manufactured homes may become guest houses.
- f. All guest houses must be architecturally compatible with the principal residence on the site.

## ORDINANCE NO. 2022-920

### AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE BY AMENDING CERTAIN PROVISIONS OF CHAPTER 2 RELATED TO THE MEANING OF WORDS AND TERMS, AND CERTAIN PROVISIONS OF CHAPTER 4 RELATED TO GUEST HOUSES.

**WHEREAS**, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Chino Valley Town Code, Title XV, Land Usage, Chapter 154, Unified Development Ordinance of the Town of Chino Valley (the “UDO”), by amending sections 2.1 (Meaning of Words and Terms) and 4.1 (General Provisions) as set forth herein (the “Text Amendment”); and

**WHEREAS**, the Town Council has determined that the Text Amendment is not in conflict with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or any other plan; and

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

**WHEREAS**, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent, and found none.

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

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

Section 2. The definition of “guesthouse” in UDO section 2.1 (Meanings of Words and Terms) is hereby deleted in its entirety and replaced with the following:

**GUEST HOUSE OR GUESTHOUSE.** An accessory dwelling unit established in conjunction with a principal residence on the same lot. A guest house is a site-built or new manufactured home unit on a permanent foundation, featuring a kitchen, sleeping and full bathroom facilities; the guest house is subordinate in size and intensity in comparison to the principal residence, per individual zoning district requirements.

Section 3. The definition of “principal residence” is hereby added to UDO section 2.1 (Meanings of Words and Terms) to read as follows:

**PRINCIPAL RESIDENCE.** The primary single-family dwelling structure on a residential lot.

Section 4. UDO section 4.1 (General Provisions) is hereby deleted in its entirety and replaced with the following:

#### 4.1 GUEST HOUSES

1. **Purpose.** The purpose of this section is to allow for and regulate the establishment of accessory dwelling units for use as guest houses, including for use as rentals, while preserving the character and property values of neighboring properties. Benefits to the community may include expanding the existing housing supply and allowing older homeowners to remain in their homes while obtaining extra income, companionship and security. Requiring owner occupancy in conjunction with the rental is intended to help protect the stability and character of neighborhoods and reduce potential conflicts with surrounding single-family and agricultural neighbors.

2. **Applicability.** One guest house is permitted as an accessory dwelling unit to an existing or planned single-family dwelling, and may be rented out, provided that the provisions in this section are met. In no case shall more than two residential units exist on one lot (one principal residence and one guest house).

3. **Lot Size.** Guest houses are permitted on lots zoned one acre or larger. The lot must meet the minimum size required for the zoning district in which the guest house is proposed.

4. **Unit Size and Placement.** Unit size maximums are reflected in the zoning district in which the unit is being built. Each guest house shall have a minimum size of 400 square feet. Guest houses shall meet all of the same setbacks and building separation requirements as the principal residence and shall be located to the rear of the principal residence.

5. **Owner Occupancy and Registration.**

a. **Owner Occupancy.** No guest house may be rented unless the property owner resides on the property.

b. **Registration.** The property owner shall sign, and the Town shall record, an affidavit for the guest house as a rental unit, acknowledging that the owner must also reside on the property as long as the guest house is being rented.

6. **Existing Units.** Any guest houses existing at the date of adoption of this ordinance can qualify as a rental unit if the property is brought into compliance with the provisions of this section.

7. **Additional Requirements:**

a. The guest house shall not have a separate primary property address.

- b. The guest house shall not have a separate set of utility meters for water, electricity, or sewer connections.
- c. A minimum of one additional off-street parking space shall be required for the guest house.
- d. The guest house shall share a common driveway with the principal residence. No additional driveway access is allowed from the street to accommodate the guest house.
- e. Mobile homes, travel trailers, park models, recreational vehicles, and other similar structures are prohibited for use as guest houses in all zoning districts. Only site-built and new manufactured homes may become guest houses.
- f. All guest houses must be architecturally compatible with the principal residence on the site.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

(SIGNATURES ON FOLLOWING PAGE)

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 12th day of July, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

I hereby certify the above foregoing Ordinance No. 2022-920 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on July 12, 2022, and that quorum was present, and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays and \_\_\_\_\_ abstentions. \_\_\_\_\_ Council members were absent or excused.

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

## **Attachment 1**

### **Minutes from the Planning and Zoning Commission**

**TA-2022-07 – GUEST HOUSE- TEXT AMENDMENT –** *Text Amendment to section 2.1 of the UDO revising the definition of guest house and replacement of existing section 4.1 in the UDO with general regulations for guest house development.*

**Lineberry** provided background details that in August of last year Staff went before the council and discussed this possible amendment. **Lineberry** explained that currently guesthouses are allowed in certain zoning districts, however guesthouses are not allowed to be rented. Staff researched other jurisdictions to see how they handled guesthouses, and some entities do allow guesthouses to be rented. The Town code currently allows guesthouses on properties that are a minimum of 1-acre in size, with the restriction that RV's are not allowed. Staff is recommending that the guesthouse be allowed to be rented out, with the requirement that the property owner live on site. There has been a shortage of affordable housing nationwide.

**Lineberry** continued with the staff proposal that the new guesthouse would be required to be "stick-built". The owners would also need to sign an affidavit stating that they understood & agreed to the requirement that they needed to live on-site, if they wanted to rent out their guesthouse.

**Switzer** asked about the installation date of existing manufactured homes and if they would be grandfathered. **Lineberry** stated yes, they would. Currently there are 24 guesthouses that have been permitted since 2014. **Somerville** asked about them being used as Air B&B. **Lineberry** stated that the state has exempted the town from having any control over Air B&B's. **Pasciak** asked about the fee to have a document recorded and if the owner would pay for that. **Dingee** shared that he thought the fee was under \$10 per page.

**Switzer** asked if there was currently illegal renting of these guesthouses and if Code Enforcement was involved. He also asked if an owner decided to move, and then rent out the home, could they only have one renter. **Lineberry** answered yes, because the owner would not be on-site. **Merritt** thought it sounded good, not perfect, but was the best attempt to bring the situation into focus and control illegal renting and also gives leverage to enact fines. **Lineberry** stated it was very hard to prove that rent is being paid since the federal definition of a family member is far-reaching.

**Chair Merritt** opened the meeting for public comment.

**Donna Armstrong** of 2160 Mohave Street felt that basically there were so many primary homes that were already mobile homes, that if the new guesthouses require stick-built, the renters would live better than the owner and that many guesthouses are just smaller mobile homes.

**Dan Main** felt that this situation has been a historic problem and staff has done a great job. He also shared that the town use to have impact fees that were used for roads and that the Library was built with impact fees too.

**Juliann Baker** of 2869 N Road 1 East, stated her question was that she currently has a mobile home and it's on 2-acres and if she built a guesthouse to use as a rental, if she moved off the property in order to rent out her house would she have to remove the mobile home. **Merritt** explained that her questions would be answered at the end of the public comment period.

**Mary Seale** shared that she understood the concerns about the guesthouse being stick-built but also wondered why there couldn't be a cutoff date for the year, like 2020, for the placement of a manufactured home which could be more affordable. She felt that many people may not be able to afford a stick-built home.

There were no further public comments. **Merritt** closed the public hearing.

**Merritt** asked Staff about the comments about the manufactured homes versus stick-built. **Lineberry** shared that Staff was proposing stick-built guesthouses after reviewing other jurisdictions which specifically

disallowed manufactured homes as guesthouses. She reminded the commission that this proposal could be changed to include manufactured homes. **Merritt** asked about the owner of the property moving, could there still be rental of the guesthouse? **Lineberry** restated that the owner needed to live on the property in order to rent out the guesthouse.

**Merritt** stated that this Unified Development Ordinance (UDO) revision provides the town the ability to control guesthouse rentals where none currently exists. **Lineberry** stated that there was an option to leave the code as it currently exists, but this amendment would provide protection to neighboring private properties since the property owner would be living on site to oversee any issues or concerns.

**Merritt** again had to remind the public, because there were comments being voiced out loud, that currently the rental of guesthouses was not being controlled and this text amendment was an attempt to bring it into an area that could be enforced. The proposed amendment may not be perfect but there were additional comments that audience members wanted to voice they would need to attend the Town Council meeting, because the public portion of the current meeting had been closed. The commission doesn't make the rules, but has to abide by them, and responding to the public chatter at the meeting was not adhering directly to the rules. However, **Lineberry** stated the options available are to leave things the way they are, or place these restrictions and keep neighboring property from being infringed upon by renters, who aren't suppose to be there right now, and that there is currently no control over.

**Switzer** stated that he would like to see a recommendation that manufactured homes be allowed as long as they are on a permanent foundation and that even stick-built should have some architectural design to match the existing home. **Lineberry** added that she did find in the other jurisdictions there were design standards and the requirement for permanent foundations. **Merritt** also mentioned defining a manufactured cut-off date for moving existing units onto a property. **Lineberry** stated the currently manufactured cut-off date is 1976. **Dingee** asked **Switzer** if he was wanting only new units. **Switzer** agreed with that comment. **Merritt** felt that older than 5 to 10 years they start to show wear and tear, and he didn't want to go back to 1976. **Switzer** restated that the units needed to be new. **Merritt** said he was ok with that and felt that the recommendation should include units on a permanent foundation,

**A motion was made by Commissioner Switzer and seconded by Vice Chair Pasciak to approve TA-2022-07, as presented by staff and adding the condition that manufactured home would be allowed as long as they are new and built on a permanent foundation with same architectural features as the existing home. Lineberry added that the definition would also be revised to add new manufactured homes. This motion passed with a 7-0 vote.**

## **Attachment 2**

### **Staff Report from Planning and Zoning Commission**



**TOWN OF CHINO VALLEY**  
**Planning Commission Staff Report**  
**May 3, 2022**  
**File Number TA-2022-07**  
**Text Amendment**

**PROJECT DESCRIPTION:** This is a request for a Text Amendment to Section 2.1 of the Chino Valley Unified Development Ordinance revising the definition of Guest House and replacement of existing Section 4.1 with General Regulations for Guest House development.

**BACKGROUND AND ANALYSIS:**

The Unified Development Ordinance (UDO) states that it “may be amended, supplemented, changed, modified or repealed when deemed necessary to best serve the public interest, health, comfort, convenience, safety and general welfare of the citizens of the Town.” This current text amendment request from staff, is deemed necessary to best serve the public interest. The proposal is to modify Chapters 2 and 4 of the UDO as they pertain to Guest Houses. The primary purposes of the modifications are to revise the definition of a Guest House to allow for renting of the unit under certain circumstances and to outline the general provisions that would allow a Guest Home to be built and to be rented.

Nation-wide and within the state of Arizona, housing availability is at an all-time low. The lack of home numbers for sale or rent, along with the recent increase in housing values, has made it nearly impossible for young families, teachers, police officers and other similar workers to acquire adequate housing within the Town of Chino Valley. Current zoning regulations allow for the construction and use of a Guest House on lots within the following districts: AR-5, AR-4, SR-2.5, SR-2, SR-1.6, and SR-1. Existing code does not allow Guest Houses to be rented out. Since 2014, 28 Guest Houses have been built within the Town of Chino Valley.

Within the 2014 General Plan Land Use Element, it discusses the trend of the increasing number of older generations in Chino Valley, reflecting a need for multi-generational housing (where at least two generations of family live on the same lot). This concept supports the renting of Guest Houses to others, to provide income to the primary resident and to create housing for the families and professionals that cannot find or afford available single-family housing.

This proposed amendment emphasizes the need for the property owner to live on the lot with the rented Guest House. This is a requirement that helps to ensure oversight of the renters and the upkeep of the unit, protects the private property rights of neighboring property owners, while maintaining neighbor relations and positive property values.

If an owner desires to rent out a guest house, they will be required to register with an affidavit stating that they acknowledge that as the property owner, they agree to live on the property. The Town will record the acknowledgement so that it reflects in a Title Search when the property changes hands. If the Guest House is not being rented out, the owner is not required to live on the site.

Additional requirements for all Guest Houses include:

- No separate primary address for the Guest House,
- No separate utility meters for the Guest House,
- One off-street parking space,
- The main house and the guest house must share a common driveway,
- The Guest House must be stick-built.

This proposal was discussed with the Town Council at the work session on November 9<sup>th</sup>, 2021 and with the Planning and Zoning Commission during the November 16<sup>th</sup>, 2021 and April 5<sup>th</sup> 2022 work sessions. Based on these discussions with the Commission and Council, Staff is proposing the attached amendment to the provisions of Guest Houses within the UDO.

The proposed text amendment is reflected in Attachment A

**Staff Recommendation:** Staff recommends **APPROVAL** of the text amendment to the Town of Chino Valley Unified Development Ordinance, Chapter 154, by amending Chapter 2 Definitions and Chapter 4 General Regulations, by revising the definition and adding a new section outlining General Regulations for Guest Houses.

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**SUGGESTED COMMISSION MOTION:** Move to **APPROVE** Text Amendment T-2022-07 as reflected in Attachment A, subject to the staff report and information provided during this hearing.

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**Effect of the Approval:** By approving the Text Amendment, the Planning and Zoning Commission is recommending that the Town Council approve the text amendment to amend Chapters 2 and 4 of the UDO which creates new general regulations for Guest Houses.

## Attachments

|                         |
|-------------------------|
| <b>A</b>                |
| Text Amendment Language |

**By:**

Laurie Lineberry, AICP  
 Development Services Director  
[llineberry@chinoaz.net](mailto:llineberry@chinoaz.net)  
 (928)636-4427, x1217

**Date:** May 3, 2022

## Attachment A

### Text Amendment Language

## 2 DEFINITIONS

### 2.1 Meanings of Words and Terms

**Guest House** – A guest house is an additional dwelling unit established in conjunction with a single-family dwelling on the same lot. A guest house is a site-built unit on a permanent foundation featuring a kitchen, sleeping and full bathroom facilities; the guest house is subordinate in size and intensity in comparison to the principle dwelling unit, per individual zoning district requirements. A guest house may be rented out, subject to UDO §4.1 Guest House. See General Regulations 4.1 for requirements and restrictions.

## 4 GENERAL REGULATIONS

### 4.1 Guest House.

**Purpose.** The purpose of this section is to allow for and regulate the establishment of accessory dwelling units, whether for rent or not, while preserving the character and property values of the neighborhood. The ability to rent guest houses is one way of expanding the existing housing supply. It also allows older homeowners to remain in their homes and obtain extra income, companionship and security. It allows extended family members a place to stay within the confines of their own residence, while paying rent. In no case shall a guest house be required to be rented.

**Applicability.** One guest house is permitted as an accessory dwelling to an existing or planned single-family dwelling unit, provided that the provisions in this section are met. In no case can more than two residential units exist on one lot (one primary residence and one guest house).

**Lot Size.** Guest houses are permitted on lots zoned one acre or larger. The lot must meet the minimum size required for the zoning district where the guest house is proposed.

**Unit Size and Placement.** Unit size maximums are reflected in the zoning district in which the unit is being built. Each guest house shall have a minimum size of 400 square feet. Guest houses shall meet all setbacks and building separation requirements as the primary residence and shall be located to the rear of the primary residence.

**Owner Occupancy and Registration.** It is required that the property owner reside on the property, whether it be in the principal unit or the guest house, if the guest house is to be rented. Owner occupancy is intended to help protect the stability and character of a neighborhood and reduce potential conflicts with surrounding single-family and agricultural neighbors.

If a guest house is to be used as a rental, the property owner shall sign and the Town shall record an affidavit for the guest house as a rental unit, acknowledging that the owner must also reside on the property as long as the guest house is being rented.

**Existing Units.** Guest houses existing at the date of adoption of this ordinance can qualify as a rental unit if the property is brought into compliance with the provisions of this section.

#### **Additional Requirements:**

- a. The guest house shall not have a separate primary property address.
- b. The guest house shall not have a separate set of utility meters for water, electricity, or sewer connections.
- c. A minimum of one additional off-street parking space shall be required for the guest house.
- d. The guest house shall share a common driveway with the primary residence with no additional driveway access allowed from the street to accommodate the guest house.
- e. Manufactured homes, mobile homes, travel trailers, park models, recreational vehicles and other similar structures shall be prohibited for use for all guest houses in all districts.

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6. b.

**Meeting Date:** 07/12/2022  
**Contact Person:** Terri Denemy, Assistant to the Town Manager  
 Phone: 928-636-2646 x-1301  
**Department:** Town Manager  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution 2022-1217, repealing Resolution 18-1124, and fixing and setting the annual compensation for the offices of Mayor and Councilmember at \$9,000 and \$6,000, respectively, effective as of the first regularly scheduled meeting in December 2022. (Terri Denemy, Assistant to the Town Manager)

### RECOMMENDED ACTION:

Approve Resolution 2022-1217, repealing Resolution 18-1124, and fixing and setting the annual compensation for the offices of Mayor and Councilmember at \$9,000 and \$6,000, respectively, effective as of the first regularly scheduled meeting in December 2022.

### SITUATION AND ANALYSIS:

The following table outlines the current and previous compensation rates for Mayor & Council.

|                 | Mayor   | Council |
|-----------------|---------|---------|
| Recommended     | \$9,000 | \$6,000 |
| Current (2018)  | \$6,000 | \$3,600 |
| Previous (2016) | \$4,800 | \$2,400 |
| Previous (1983) | \$2,400 | \$1,200 |

Attached is a recent compensation survey of Yavapai and Coconino County towns/cities in the State of Arizona. Of the 10 entities reporting, the Town of Chino Valley ranks nine out of ten when ranking compensation from highest (1) to lowest (10). The proposed compensation adjustment will move Chino Valley into the middle of the group with four neighboring entities in the #5 spot. The Mayor and members of Town Council will be eligible to receive the increased compensation rate at the beginning of a new term.

### Fiscal Impact

**Fiscal Impact?:** y

**If Yes, Budget Code:** 01-50-5109

**Available:** 13,500

**Funding Source:**

The newly elected Mayor and three newly elected Councilmembers will be eligible to receive the increase effective January 2023 when they begin their new terms.

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**Attachments**

Compensation Table 2022

RES - 2022-1217

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| <b>MAYOR / COUNCIL COMPENSATION</b><br><b>Yavapai &amp; Coconino County</b> |                  |                                  |                 |
|-----------------------------------------------------------------------------|------------------|----------------------------------|-----------------|
| CITY/TOWN                                                                   | COUNTY           | MAYOR                            | COUNCIL         |
| FLAGSTAFF                                                                   | COCONINO         | \$ 38,500                        | \$ 25,500       |
| PRESCOTT VALLEY                                                             | YAVAPAI          | \$ 12,600                        | \$ 8,400        |
| WILLIAMS                                                                    | COCONINO         | \$ 10,800                        | \$ 9,600        |
| PAGE                                                                        | COCONINO         | \$ 9,600                         | \$ 7,200        |
| COTTONWOOD                                                                  | YAVAPAI          | \$ 9,000                         | \$ 6,000        |
| PRESCOTT                                                                    | YAVAPAI          | \$ 9,000                         | \$ 6,000        |
| CAMP VERDE*                                                                 | YAVAPAI          | \$ 9,000                         | \$ 6,000        |
| <b>CHINO VALLEY - PROPOSED</b>                                              | <b>YAVAPAI</b>   | <b>\$ 9,000</b>                  | <b>\$ 6,000</b> |
| SEDONA                                                                      | YAVAPAI/COCONINO | \$ 8,400                         | \$ 6,000        |
| <b>CHINO VALLEY - CURRENT</b>                                               | <b>YAVAPAI</b>   | <b>\$ 6,000</b>                  | <b>\$ 3,600</b> |
| CLARKDALE                                                                   | YAVAPAI          | \$ 4,800                         | \$ 2,400        |
| DEWEY-HUMBOLDT                                                              | YAVAPAI          | Did Not Participate<br>in Survey |                 |
| FREDONIA                                                                    | COCONINO         |                                  |                 |
| JEROME                                                                      | YAVAPAI          |                                  |                 |
| TUSAYAN                                                                     | COCONINO         |                                  |                 |

\* Effective One Month after 2022 Election

**RESOLUTION NO. 2022-1217****A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, REPEALING RESOLUTION 18-1124 AND FIXING AND SETTING THE COMPENSATION OF ELECTIVE OFFICERS OF THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, ARIZ. REV. STAT. § 9-232.01 authorizes the common councils of municipalities to, by ordinance or resolution, prescribe daily compensation or salary to be paid to the Mayor and Councilmembers; and

**WHEREAS**, pursuant to Section 30.005 of the Chino Valley Town Code (the "Town Code"), compensation of elective officers of the Town of Chino Valley (the "Town") shall be fixed from time to time by resolution of the Mayor and Common Council of the Town of Chino Valley (the "Town Council"); and

**WHEREAS**, service as a member of the Town Council requires substantial financial sacrifices and time commitments that prevent many Chino Valley residents from serving on the Town Council; and

**WHEREAS**, the Town desires to provide its Mayor and Councilmembers with reasonable salaries that will provide adequate compensation for the service and time commitments required; and

**WHEREAS**, on June 26, 2018, the Town Council adopted Resolution 18-1124 increasing the Town Council salaries; and

**WHEREAS**, the Town Council desires to repeal Resolution 18-1124 and replace it with this Resolution, resulting in an increase of Town Council salaries as follows: (i) for the office of Mayor, from \$500 per month to \$750 per month; and (ii) for the office of Councilmember, from \$300/month to \$500/month; and

**WHEREAS**, pursuant to Arizona Constitution Article IV, Part 2, Section 17, compensation of public officials shall not be increased or decreased during the officer's term of office.

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

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

SECTION 2. In accordance with Article IV, Part 2, Section 17 of the Arizona Constitution and Section 30.005 of the Town Code, the compensation for the office of Mayor shall be \$750 per month and the compensation of other members of the Town Council shall be \$500 per month. Such increased compensation shall be effective for all elective officers holding office as of the first regularly scheduled meeting in December 2022.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution, including Resolution 18-1124, are hereby repealed.

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 12th day of July, 2022.

\_\_\_\_\_  
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. 2022-1217 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 12, 2022, 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