



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, July 25, 2017
6:00 P.M.

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Administration of Oath of Office to Magistrate Mary E. Hamm by Judge Glenn Savona, Prescott Consolidated Court.
 - b. Quarterly presentation by Arlene Alen, CEO/President of the Chino Valley Area Chamber of Commerce (CVACC). (Cecilia Grittmann, Town Manager)
 - c. Presentation of Traffic Impact Study, prepared by Dowl, related to the two proposed apartment developments on Road 2 North. (Richard Straub, Interim Public Works Director/Town Engineer)
 - d. Presentation of the proposed construction of Road 1 East from Road 3 South to Kalinich Avenue and three connector roads to SR 89. (Richard Straub, Interim Public Works Director/Town Engineer)
3. **CALL TO THE PUBLIC**

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

4. **RESPONSE TO THE PUBLIC**

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

- a. Contribute unused fireworks money to Territorial Days, National Night Out or another local event.

5. **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to approve First Amendment to Agreement for Professional Consulting Services with EPS Group, related to Old Home Manor Industrial Park, to revise the contract term and Town representative. (Cecilia Grittmann, Town Manager)
- b. Consideration and possible action to adopt Resolution No. 17-1111 authorizing acquisition of a right-of-way along Road 4 South and Picacho Boulevard for roadway purposes. (Phyllis Smiley, Town Attorney)
- c. Consideration and possible action to provide prior approval to Judge Hamm by the Council regarding the appointment of John Erickson as a Judge Pro Tempore in the Chino Valley Municipal Court. (Ronda Apolinar, Court Administrator)
- d. Consideration and possible action to appoint applicants to fill vacancies on the Parks and Recreation Advisory Board, Senior Center Advisory Board, Roads and Streets Committee, Board of Adjustment, Industrial Development Authority, and Municipal Property Corporation. (Jami Lewis, Town Clerk)

- e. Consideration and possible action to approve the Intergovernmental Agreement between the Arizona Department of Housing, Office of Manufactured Housing, and the Town of Chino Valley, effective July 25, 2017 outlining the terms of inspection and reporting. (Cecilia Gritman, Town Manager)
- f. Consideration and possible action to accept the June 27, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)
- g. Consideration and possible action to accept the July 11, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

- a. Consideration and possible action to approve the Second Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 17/18 in the amount of \$ _____ dollars. (Cecilia Gritman, Town Manager)

Recommended Action: Approve the Second Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 17/18 in the amount of \$ _____ dollars.

- b. Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering and Surveying, Inc. for Road 2 South & SR 89 Drainage Improvements, in an amount not to exceed \$13,710.00. (Richard Straub, Interim Public Works Director/Town Engineer)

Recommended Action: Approve Agreement for Professional Consulting Services with Lyon Engineering and Surveying, Inc. for design and contract administration services for drainage improvements, in an amount not to exceed \$13,710.00.

- c. Consideration and possible action to approve the Agreement for Professional Consulting Services with Civiltec Engineering, Inc. for Road 1 East from Road 3 South to Kalinich Avenue and three related connector roads to SR 89, in the amount of \$59,958.00. (Richard Straub, Interim Public Works Director/Town Engineer)

Recommended Action: Approve Agreement for Professional Consulting Services with Civiltec Engineering, Inc. for design services for Road 1 East from Road 3 South to Kalinich Avenue and three connector roads to SR 89 in the amount of \$59,958.00.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 20th day of July, 2017.

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

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

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

CERTIFICATION OF POSTING		
The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk. Date: _____ Time: _____ By: _____ Jami C. Lewis, Town Clerk		



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.b.

Meeting Date: 07/25/2017
Contact Person: Cecilia Grittmann, Assistant Town Manager
Department: General Services
Estimated length 10 minutes
of Staff Presentation:
Physical location of item:

AGENDA ITEM TITLE:

Quarterly presentation by Arlene Alen, CEO/President of the Chino Valley Area Chamber of Commerce (CVACC). (Cecilia Grittmann, Town Manager)

SITUATION & ANALYSIS:

The Town has a contract with the CVACC; Arlene Alen has agreed to give quarterly updates to the Council regarding the Chamber's activities and its partnership with the Town.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.c.

Meeting Date: 07/25/2017

Contact Person: Richard Straub, Interim Public Works Director/Town Engineer
Phone: 928.636.2646 x-1308

Department: Public Works

Estimated length 10 minutes

of Staff Presentation:

Physical location of item: Road 2 North

AGENDA ITEM TITLE:

Presentation of Traffic Impact Study, prepared by Dowl, related to the two proposed apartment developments on Road 2 North. (Richard Straub, Interim Public Works Director/Town Engineer)

SITUATION & ANALYSIS:

A preliminary traffic study has been completed to identify certain impacts to the existing traffic on Road 2 North at SR 89. This study lists certain items that the Developer's Traffic Engineers will be required to study and present to the Town for review.

Attachments

Road 2 North Traffic Study

**TOWN OF CHINO VALLEY
HAWKSNEST AT CHINO VALLEY AND
VILLAGE NORTH APARTMENTS
TRAFFIC IMPACT STUDY
SUBMITTAL NO. 1**

PREPARED FOR:



Arizona
Chino Valley

**TOWN OF CHINO VALLEY
1982 VOSS DRIVE
CHINO VALLEY, ARIZONA 86323
(928) 636-7140**

PREPARED BY:



**DOWL
430 WEST WARNER ROAD, SUITE B101
TEMPE, ARIZONA 85284
(480) 753-7275**



**PROJECT ENGINEER: NICHOLAS J WESTPHAL, P.E.
3122.41430.01
JUNE, 2017**

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1.0 INTRODUCTION

1.1 Purpose of Report and Study Objectives

The purpose of this report is to provide a preliminary Traffic Impact Study (TIS) for the development of two apartment complexes near the intersection of SR-89 and Road 2 North in Chino Valley, Arizona. The **Hawksnest at Chino Valley** apartment development (Hawksnest) is proposed to be located on the north side of Road 2 North, west of SR-89, and the **Village North** apartment development (Village North) is proposed to be located on the north side of Road 2 North, east of SR-89. This report provides a preliminary analysis of the SR-89 and Road 2 North intersection and the surrounding roadway network in the existing condition and with the apartment developments. Average daily traffic counts (ADT) from the Arizona Department of Transportation (ADOT) and the Town of Chino Valley (Town) were used to estimate peak hour traffic volumes. Preliminary recommendations for roadway and intersection improvements and recommendations for additional analysis have been provided.

2.0 PROPOSED DEVELOPMENT

2.1 Site Location

The proposed Hawksnest and Village North apartments are located on Road 2 North, near the intersection of SR-89 in the Town. Hawksnest is located approximately 800 feet west of the intersection and Village North is located approximately 1,200 feet east of the intersection as shown in Figure 1. Both developments are accessed primarily from Road 2 North, although Hawksnest provides for a potential future access to/from the north. A depiction of the location of both developments relative to the adjacent transportation system is provided in Figure 1 herein.

2.2 Land use and Intensity

The two apartments are proposed to be constructed on undeveloped land. Each site is currently proceeding through the Town's rezoning process. Hawksnest is proposed to be developed at a density of 15 dwelling units/acre across 29 separate buildings. Village North is proposed to be developed at a density of 17 dwelling units/acre across 18 separate buildings. Hawksnest is proposing two accesses to Road 2 North, while Village North is proposing one access to Road 2 North.

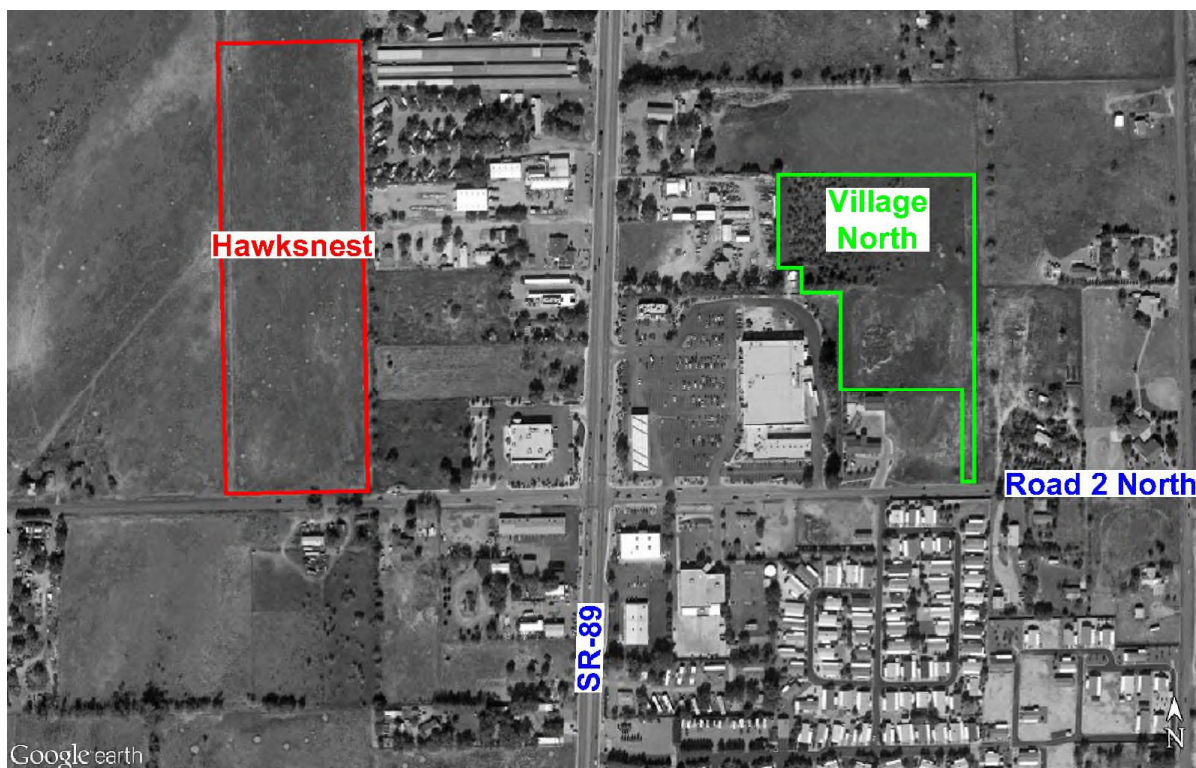


Figure 1 – Development Location

2.3 Development Phasing

Hawksnest is proposed to be developed in two phases. Phase 1 will include 32 one-bedroom and 80 two-bedroom units in 14 buildings on 8.60 acres. Also included in Phase 1 will be a separate reception and clubhouse building. For this phase, 248 parking stalls will be provided to serve the residential units. Phase 2 will include 32 one-bedroom and 80 two-bedroom units in 14 buildings on 6.3 acres. For Phase 2, 226 parking stalls will be provided to serve the residential units. Parking calculations were completed by the developer.

Village North is proposed to be developed in three phases. Phase 1 will consist of 8 one-bedroom, 56 two-bedroom, and 8 three-bedroom units in nine buildings; and will provide 151 parking stalls. Phase 2 will consist of 4 one-bedroom, 20 two-bedroom, and 4 three-bedroom units in three buildings; and will provide 58 parking stalls. Phase 3 will include 16 one-bedroom, 24 two-bedroom, and 16 three-bedroom units in six buildings; and will provide 107 parking stalls. Parking calculations were completed by the developer.

3.0 STUDY AREA CONDITIONS

3.1 Study Area

The study area for this TIS is depicted in Figure 2 by the red boundary. The primary focus of analysis is at the intersection of SR-89 and Road 2 North. Roadways that may be affected by the developments are also being reviewed, and include SR-89, Road 2 North, Perkinsville Road to the north, Road 1 North to the south, Road 1 West to the west, and Road 1 east to the east.

3.2 Existing Land Use

The primary study area is located at the intersection of SR-89 and Road 2 North. The land use at this intersection is mainly commercial with some residential. Notable commercial properties include a Walgreens on the northwest corner; a commercial strip mall on the southwest corner; a United States Post Office and Pet Club on the southeast corner; and a Taco Bell/KFC, Safeway Grocery Store and Gas Station, and a commercial strip mall on the northeast corner. The locations of these commercial properties have been labeled in Figure 2.

Vacant land is also present in the study area which may be developed in the future. The zoning at the study intersection is mainly Commercial Heavy (CH) to the west of SR-89 and Commercial Light (CL) to the east of SR-89. Outside of the study area, on the northwest corner of Road 1 West and Road 2 North is Del Rio Elementary and Heritage Middle School. Sidewalks are currently not extended to the schools.

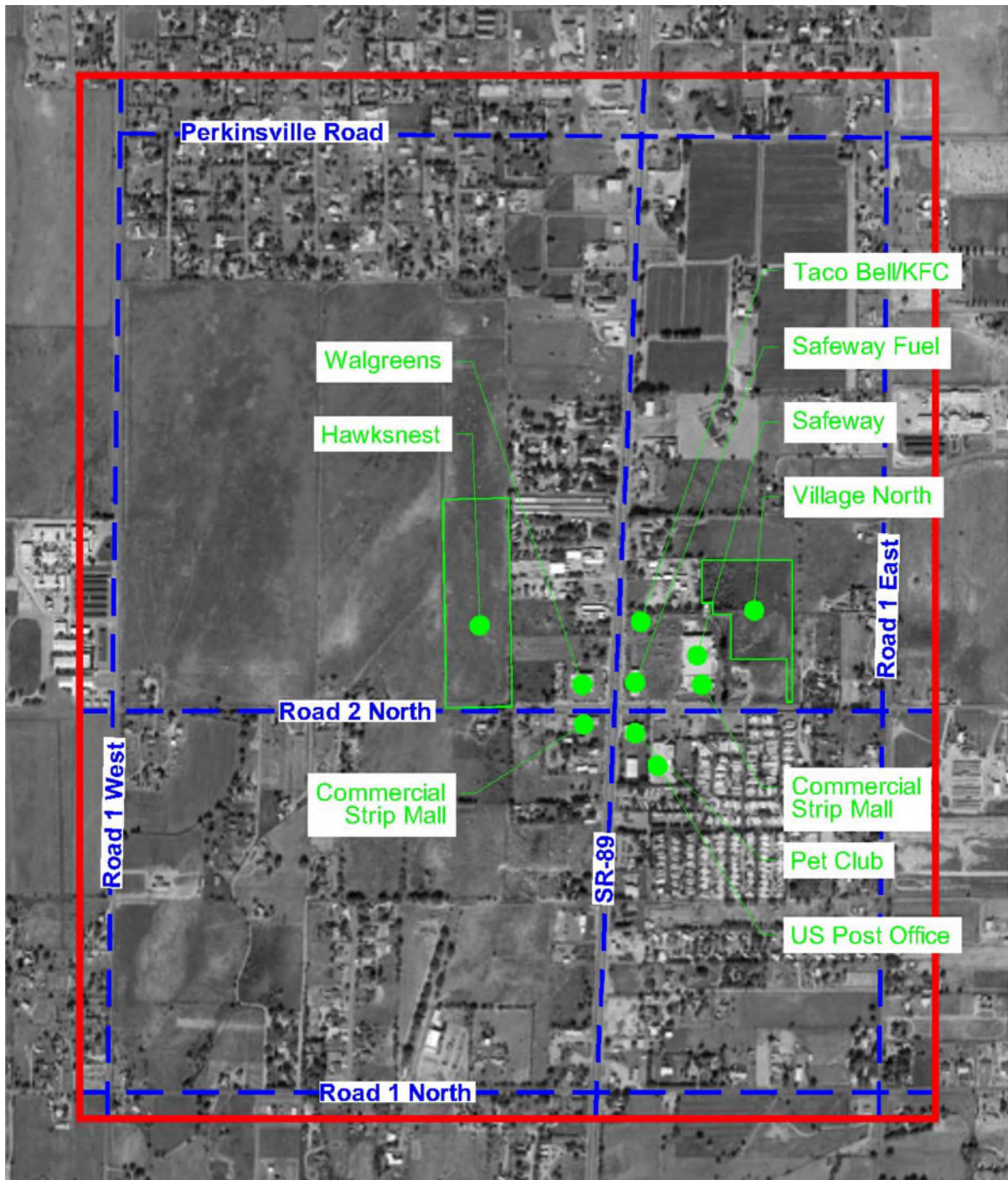


Figure 2 – Study Area

4.0 ANALYSIS OF EXISTING CONDITIONS

4.1 Physical Characteristics

Roadway Characteristics

Existing roadway characteristics were determined using aerial photography. West of SR-89, Road 2 North is fully improved along the north side of the road (curb, gutter, sidewalk), with a right-turn lane provided for westbound traffic. At approximately 700-ft, the turn-lane abruptly ends and Road 2 North becomes a two-lane 24-ft wide asphalt roadway with no shoulders. Approximately 200 feet west of SR-89, Road 2 North widens for eastbound traffic to allow for the addition of an eastbound left-turn lane and a shared through/right-turn lane. The posted speed limit for Road 2 North west of SR-89 is 35 miles per hour (mph).

East of SR-89, Road 2 North is fully improved with curb, gutter, and sidewalk for approximately 200-ft with a single eastbound thru lane and separate westbound left, thru, and right lanes. Along the north side of the road, roadside improvements extend approximately 700 feet east of SR-89 and continue to include left-turn and right-turn auxiliary lanes for westbound traffic. Beyond this section, Road 2 North narrows to a two-lane 24-ft wide asphalt roadway with no shoulders. The posted speed limit for Road 2 North east of SR-89 is 25 mph.

SR-89 is a five-lane state highway with two 12-ft lanes in each direction and one 14-ft two-way left-turn lane (TWLTL). Dedicated left-turn and right-turn lanes are provided for both the northbound and southbound traffic at Road 2 North. Right-turn lanes are also provided for the commercial developments in advance of the intersection. The posted speed limit on SR-89 is 45 mph.

Road 1 West, Road 1 East, Road 1 South, and Perkinsville Road are each two-lane unimproved asphalt roadways with limited development along them. North of the study intersection, Perkinsville Road has the most existing development consisting of mainly residential homes west of SR-89. The intersection of Perkinsville Road with SR-89 includes dedicated left-turn lanes for both eastbound and westbound traffic.

Traffic control Devices

The intersection of SR-89 and Road 2 North is controlled by a traffic signal maintained by ADOT. Left-turns are controlled with protective and permissive phases triggered through video detection on each leg.

All other intersections in the study area are stop controlled on the minor approaches, except the intersections of Road 2 North and Road 1 West, Road 1 South and Road 1 West, and Road 1 South and Road 1 East, which are all-way stop controlled intersections.

Pedestrian/Bicycle Facilities

There are no dedicated bicycle facilities within the study area.

Sidewalks are provided along portions of SR-89 and along the north side Road 2 North adjacent to the commercial developments. Pedestrian actuated crossing indicators are provided at the intersection of SR-98 and Road 2 North for each leg.

4.2 Traffic Volumes

Traffic counts were not conducted as part of this preliminary study. Existing ADT volumes were acquired from ADOT and the Town. Based on an ADOT recommend K Factor of 10, peak hour volumes were calculated for the roadways and directional turning movements were estimated by an assumed breakout. ADT volumes from the surrounding roadways are shown in Figure 3. The *ITE Trip Generation Manual, 8th Edition* (Trip Manual) was used to develop existing trips for the existing developments; those rates can be seen in Figure 4. Figure 5 shows the existing traffic volumes estimated using the ADOT and Town's ADT volumes and the Trip Manual.

Roadway	From	To	ADT
Road 1 North	Road 1 West	SR-89	807
Road 1 North	SR-89	Road 1 East	1,699
Road 2 North	Road 1 West	SR-89	6,715
Road 2 North	SR-89	Road 1 East	4,145
Perkinsville	Road 1 West	SR-89	2,395
Perkinsville	SR-89	Road 1 East	2,395
Road 1 West	Road 1 North	Road 2 North	794
Road 1 West	Road 2 North	Perkinsville	1,487
SR-89	Road 1 North	Road 2 North	21,982
SR-89	Road 2 North	Perkinsville	19,687
Road 1 East	Road 1 North	Road 2 North	1,776
Road 1 East	Road 2 North	Perkinsville	2,046

Figure 3 – Existing ADT's

Hawksnest and Village North
Traffic Impact Study

Town of Chino Valley
3122.41430.01

ITE Code	Description	Unit	Size	Wkday Rate	Wkday Trips	AM Rate	AM Trips	PM Rate	PM Trips
210	Single Family Detached Housing	Houses	53	9.57	507	0.75	40	1.1	58
732	US Post Office	1,000 SF	20	108.19	2164	8.21	164	11.12	222
820	Shopping Center (SW Corner)	1,000 SF	12	42.94	515	1	12	3.73	45
820	Shopping Center (Pet Store)	1,000 SF	10	42.94	429	1	10	3.73	37
820	Shopping Center (Safeway Strip)	1,000 SF	18	42.94	773	1	18	3.73	67
850	Supermarket (Safeway)	1,000 SF	60	102.24	6134	3.59	215	10.5	630
881	Pharmacy/Drugstore with Drive-Through Window (Walgreens)	1,000 SF	16	88.16	1411	2.66	43	10.35	166
934	Fast-Food Restaurant with Window (Taco Bell/KFC)	1,000 SF	3	168.56	506	12.16	36	13.87	42
944	Gasoline/Service Station (Safeway)	Fueling Stations	16	496.12	7938	49.35	790	33.84	541

ITE Code	Description	Unit	Size	Wkday In	Wkday Out	AM In	AM Out	PM In	PM Out
210	Single Family Detached Housing	Houses	53	254	254	10	30	37	21
732	US Post Office	1,000 SF	20	1082	1082	85	79	113	109
820	Shopping Center (SW Corner)	1,000 SF	12	258	258	7	5	22	23
820	Shopping Center (Pet Store)	1,000 SF	10	215	215	6	4	18	19
820	Shopping Center (Safeway Strip)	1,000 SF	18	387	387	11	7	33	34
850	Supermarket (Safeway)	1,000 SF	60	3067	3067	131	84	321	309
881	Pharmacy/Drugstore with Drive-Through Window (Walgreens)	1,000 SF	16	706	706	26	17	81	85
934	Fast-Food Restaurant with Window (Taco Bell/KFC)	1,000 SF	3	253	253	18	18	22	20
944	Gasoline/Service Station (Safeway)	Fueling Stations	16	3969	3969	403	387	271	271

Figure 4 – Trip Generation Rates



4.3 Intersection Level of Service

Intersection capacity analyses have been conducted using the procedures outlined in the *Highway Capacity Manual* (HCM), as appropriate, and through the use of *Synchro 8* traffic signal timing and analysis software and based on HCM delay, capacity, and level-of-service calculations. Calculation forms for the analyses are contained in Appendix A. In accordance with the HCM procedures, Level-of-Service (LOS) has been determined by estimating the average vehicular delay of the intersections and the intersection movements. The range of traffic delays associated with each LOS is presented in Figure 6 for both signalized and unsignalized intersections. It should be noted that delay thresholds for a given LOS for unsignalized intersections are lower than those given for signalized intersections. This difference, as explained in the HCM, is to account for the greater variability in delay associated with unsignalized movements in addition to different driver exceptions associated with each type of intersection control, with the expectation that signalized intersections are designed to carry higher traffic volumes and therefore will experience greater delay than an unsignalized intersection.

LOS	Signalized Intersection Average Delay (sec / veh)	Unsignalized Intersection Average Delay (sec / veh)
A	≤ 10	≤ 10
B	> 10 to 20	> 10 to 15
C	> 20 to 35	> 15 to 25
D	> 35 to 55	> 25 to 35
E	> 55 to 80	> 35 to 50
F	> 80	> 50

Figure 6 – Level of Service Criteria (HCM)

The HCM delay and LOS analysis of the study intersections is summarized in Figure 7, and indicates that all of the existing study intersections operate at a satisfactory LOS C or better in their current configuration and volumes for both the AM and PM peak hours.

Node	Intersection	Worst Case Approach			
		AM Peak		PM Peak	
		Delay	HCM LOS	Delay	HCM LOS
1	SR 89 and Road 2 North	21.7	C	16.5	B
3	Road 2 North and Walgreens	13.0	B	11.4	B
4	Road 2 North and Strip Mall (SW)	12.3	B	10.6	B
5	Road 2 North and Safeway/Pet/USPS	15.2	C	13.5	B
6	Road 2 North and Safeway/USPS	15.9	C	13.0	B
7	Road 2 North and Safeway Strip Mall	12.6	B	11.1	B
8	Road 2 North and Residential	13.2	B	11.3	B
10	SR-89 and Strip Mall (SW)	11.1	B	11.5	B
11	SR-89 and Walgreens	14.2	B	11.5	B
12	SR-89 and Taco Bell/KFC	10.2	B	12.3	B

Figure 7 – Existing HCM Level of Service

An additional but separate measure of effectiveness (MOE) for intersection LOS analysis has been included in this study; the *intersection capacity utilization level-of-service* (ICU LOS) calculation. This measure of effectiveness is based on procedures outlined in *Intersection Capacity Utilization: Evaluation Procedures for Intersections and Interchanges, 2003 ED* developed for use with the Synchro Traffic Signal and Intersection Analysis software. The ICU factor is characterized as a means to measure an intersection's capacity through the review of saturation (similar to reviewing critical volumes to saturation flow rates) to determine the expected or potential reserve capacity at an intersection, independent of delay, allowing for a slightly different picture of the intersection's operation. *It should be cautioned, however, that this method of analysis is not yet nationally recognized as a viable method of intersection analysis. As such, the values reported by this method are presented for information only, and are not intended to replace or supersede the LOS values as developed by the HCM.* The range of reserve capacity associated with each ICU LOS is presented in Figure 8 for both signalized and unsignalized intersections. ICU values calculated for the study intersections are included in the worksheets located within the appendix of this report and are not specifically identified herein. The analysis indicates an ICU LOS of A for all unsignalized intersections in current conditions. However, for the intersection of SR-89 and Road 2 North the ICU LOS is D indicating that the intersection typically has no congestion and that most traffic can be served through one signal cycle. However, accidents, sub optimal signal timings, and lane closures may cause congestion.

LOS	ICU (Estimate of Reserve Capacity)
A	$\leq 55.0\%$
B	> 55% to 64.0%
C	> 64% to 73.0%
D	> 73% to 82.0%
E	> 82% to 91.0%
F	> 91% to 100.0%
G	> 100% to 109.0%
H	> 109%

Figure 8 – Level of Service Criteria (ICU)

4.4 Safety (Traffic, Bicycle & Pedestrian)

Crash data was not analyzed as part of this preliminary study. Crash data should be reviewed during the final analyses. The area around the intersection of SR-89 and Road 2 North appears to have pedestrian activity. There is a residential development in the southeast quadrant of the intersection which has a sidewalk connection to SR-89, but no sidewalk connection to Road 2 North. Extending the sidewalk between residential areas commercial areas, and schools should be considered to improve pedestrian safety. There does not appear to be any dedicated bicycling facilities in the Town. As roadways are improved and widened, the addition of dedicated bicycle lanes should be considered to improve bicycle safety and encourage ridership.

5.0 PROJECTED TRAFFIC

5.1 Site Traffic Forecasting

Future traffic volumes were developed using the Trip Manual. Figure 9 shows the trips generated by Hawksnest and Village North. The trips generated by Hawksnest and Village North were distributed with 60 percent traveling towards SR-89 and 40 percent traveling away from SR-89 when leaving the developments. When entering the development it was assumed that 60 percent would be coming from SR-89 and 40 percent would be coming from the opposite direction. At SR-89 it was assumed that, of the 60 percent, 30 percent would be coming to/from the north, 60 percent would be coming to/from the south, and 10 percent would be coming straight through the intersection.

ITE Code	Description	Unit	Size	Wkday Rate	Wkday Trips	AM Rate	AM Trips	PM Rate	PM Trips
221	Low-Rise Apartments (Village North)	Units	154	4.2	647	0.3	46	0.35	54
221	Low-Rise Apartments (Hawksnest)	Units	224	4.2	941	0.3	67	0.35	78

ITE Code	Description	Unit	Size	Wkday In	Wkday Out	AM In	AM Out	PM In	PM Out
221	Low-Rise Apartments (Village North)	Units	154	324	324	12	35	33	21
221	Low-Rise Apartments (Hawksnest)	Units	224	471	471	17	50	48	30

Figure 9 – Trip Generation Rates**5.2 Total Traffic**

The combined existing estimated traffic and development traffic volumes can be seen in Figure 10.

6.0 Traffic and Improvement Analysis**6.1 Site Access**

The proposed developments will be accessed from Road 2 North. Based on the preliminary estimated traffic volumes, it does not appear that left-turn lane or right-turn lanes are necessary at the development entrances per *the American Association of State Highway and Transportation Officials (AASHTO) Policy of Geometric Design of Highways and Streets* (Greenbook). Left-turn and right-turn lane warrants should be evaluated during the final analysis using actual intersection volume counts (not estimates) from SR-89 and Road 2 North. Available sight distance should also be reviewed at the developments driveways. Landscaping should not be provided as to interfere with the required sight distance per the AASHTO Greenbook.

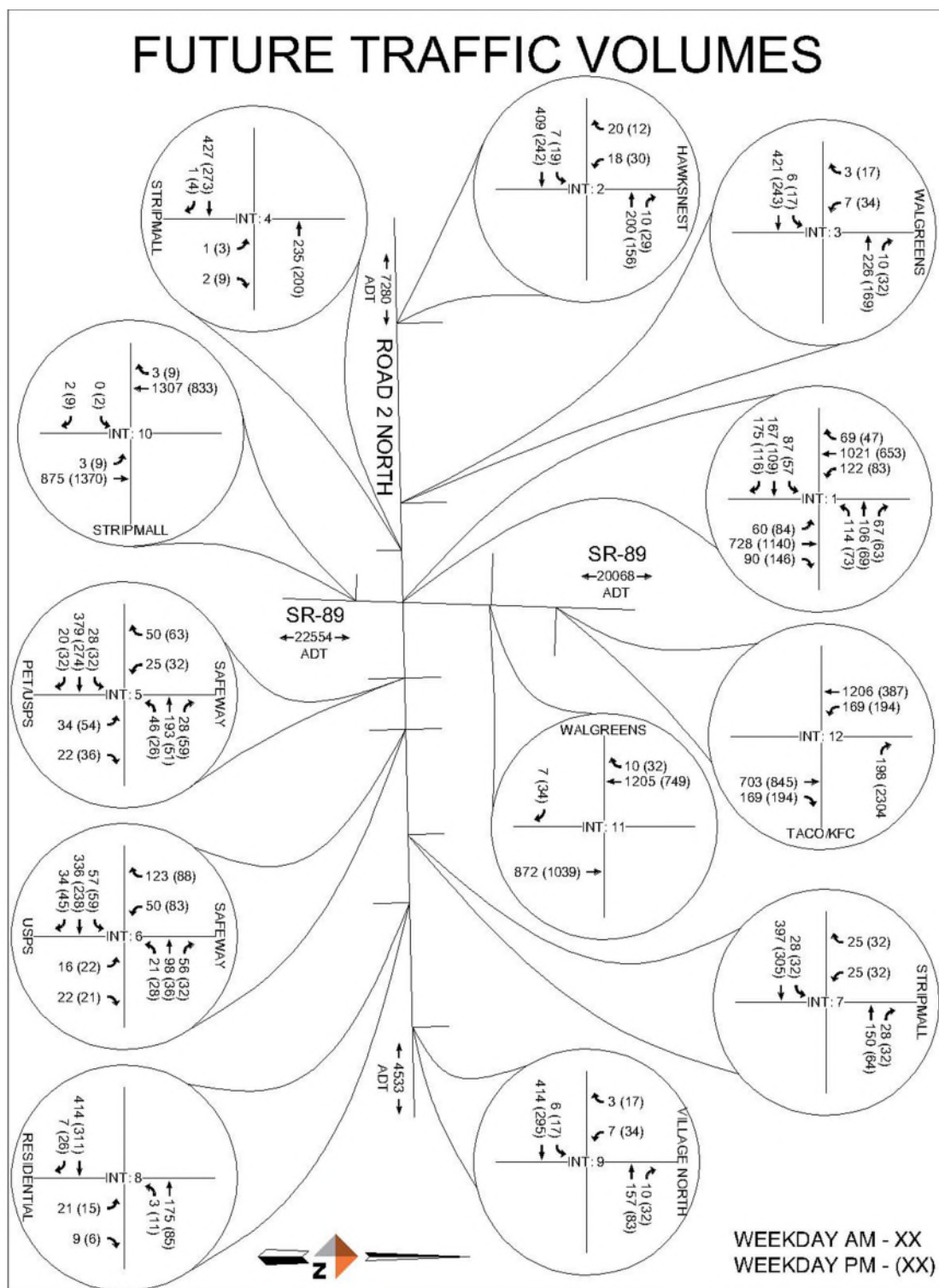


Figure 10 – Projected Future Traffic

6.2 Level of Service Analysis

The HCM delay and LOS analysis of the study intersections is summarized in Figure 11, and indicates that all of the existing study intersections operate at a satisfactory LOS C or better in the future with the developments traffic for both the AM and PM peak hours.

Node	Intersection	Worst Case Approach			
		AM Peak		PM Peak	
		Delay	HCM LOS	Delay	HCM LOS
1	SR 89 and Road 2 North	23.0	C	18.5	B
2	Road 2 North and Hawksnest	13.6	B	11.5	B
3	Road 2 North and Walgreens	13.6	B	11.9	B
4	Road 2 North and Strip Mall (SW)	12.7	B	10.3	B
5	Road 2 North and Safeway/Pet/USPS	15.6	C	13.9	B
6	Road 2 North and Safeway/USPS	16.5	C	13.5	B
7	Road 2 North and Safeway Strip Mall	13.0	B	11.4	B
8	Road 2 North and Residential	13.6	B	11.7	B
9	Road 2 North and Village North	11.9	B	10.5	B
10	SR-89 and Strip Mall (SW)	9.8	A	11.4	B
11	SR-89 and Walgreens	14.2	B	11.6	B
12	SR-89 and Taco Bell/KFC	10.2	B	12.4	B

Figure 11 – Future HCM Level of Service

ICU values calculated for the study intersections are included in the worksheets located within the appendix of this report and are not specifically identified herein. The analysis indicates an ICU LOS of A for all unsignalized intersections in current conditions. However, for the intersection of SR-89 and Road 2 North the ICU LOS is D indicating that the intersection typically has no congestion and that most traffic can be served through one signal cycle. However, accidents, sub optimal signal timings, and lane closures may cause congestion.

6.3 Roadway Improvements

SR-89 is an ADOT controlled state highway. Dedicated right-turn lanes and left-turn lanes/TWLTL's are provided at major developments primarily near Road 2 North. It does not appear that any improvements will be required to SR-89 with the development of Hawksnest and Village North.

Road 2 North is a two-lane roadway. Pavement markings for the roadway are only located where the roadway widens to provide turn-lanes at the SR-89 intersection. As part of the development of Hawksnest and Village North, pavement markings should be extended along the entire frontage of the developments at a minimum.

The surrounding roadway network of Road 1 West, Road 1 East, Road 1 North, and Perkinsville Road are two-lane asphalt roadways. It is anticipated that a percentage of vehicles from Hawksnest and Village North will use these roadways to avoid the intersection of SR-89 and Road 2 North.

A review of these surrounding roadways indicates that improvements should be made to improve the safety along the roadways. According to the AASHTO Roadside Design Guide (RDG), roadways with a speed limit less than 40 mph and an ADT of 750-1,500 should have a minimum of 7 feet of clear zone from the edge of pavement. Roadways with a speed limit less than 40 mph and an ADT of 1,500-6,000 should have a minimum of 10 feet of clear zone from the edge of pavement. There are numerous utility poles, fences, drainage ditches, irrigation ditches, and other miscellaneous structures and may be in the roadway clear zone. At multiple intersections there are utility poles that are adjacent to the edge of pavement making it difficult for large vehicles to navigate around the corner. The radius of the pavement edges at the intersections should be reviewed. A minimum radius should be constructed at each intersection, typically 25-feet or 35-feet depending on the design vehicle determined. The Town should also address existing safety concerns along these roadways by removing obstructions in the clear zone. Obstructions that cannot feasibly be moved should have an adequate barrier installed.

These roadways and intersections should also be addressed in the final development analyses since vehicles from these developments are anticipated to use the surrounding roadways.

6.4 Pedestrian Considerations

The proposed developments are located within walking distance to multiple commercial properties. Therefore, an increased number of walking pedestrians can be anticipated. Sidewalk should be extended to each of the developments along Road 2 North. Sidewalk ramps meeting the American with Disabilities Act (ADA) requirements should be installed at each driveway crossing. It appears that adequate pedestrian controls are present at the intersection of SR-89 and Road 2 North; however, the crosswalk striping has been worn away and should be restriped. The Town should also consider constructing sidewalk from SR-89 to Del Rio Elementary and Heritage Middle School at the intersection of Road 2 North and Road 1 West.

6.5 Traffic Control/Signal Needs

A stop sign should be provided at the exit of each development driveway and pavement markings should be extended along the frontage of each development.

A traffic signal is provided at the intersection of SR-89 and Road 2 North. No additional intersections in the study area warrant a traffic signal. After each phase of the developments is completed, traffic counts should be conducted at the intersection of SR-89 and Road 2 North. These traffic counts should be used to re-time the intersection to the optimal length.

7.0 CONCLUSIONS

Two apartment developments are proposed near the intersection of SR-89 and Road 2 North; Hawksnest to the west and Village North of the east. Each of these developments will have an impact on the adjacent roadway network. This report provided a preliminary study for the effect the developments will have. The final analyses provided for the developments should include a turning movement traffic count at the intersection of SR-89 and Road 2 North to aid in developing more accurate traffic volume data.

8.0 Recommendations

To continue to provide a safe and efficient roadway network, improvements and additional analyses are recommended to be completed with the proposed developments. Some of these recommendations should be completed by the Developers, while others may need to be completed by the Town. These recommendations are listed below.

- Complete a turning movement count during the AM Peak Hour and PM Peak Hour at the intersection of SR-89 and Road 2 North.
- Analyze LOS's along Road 2 North based on updated traffic volumes from the turning movement counts. Provide recommendations for improvements if LOS is decreased due to the developments traffic.
- Analyze the need for left-turn and right-turn lanes at the developments entrances based on updated traffic volumes from the turning movement count.
- Extend sidewalk along the developments frontage and install sidewalk ramps meeting ADA requirements at all intersections and driveways.
- Extend the sidewalk on Road 2 North to the residential development on the southeast quadrant of the SR-89 intersection.
- Extend sidewalk Del Rio Elementary and Heritage Middle School at the intersection of Road 2 North and Road 1 West.
- Extend pavement markings along the developments frontage at a minimum.
- Update striping along Road 2 North at the intersection of SR-89.
- Re-time the intersection of SR-89 and Road 2 North after each developments phase.
- Review available clear zone on the surrounding roadway network in the study area. Remove obstructions in the clear or provide adequate barriers if the obstruction cannot be removed. Provide adequate pavement radii at all intersections.
- Review available crash data and provide additional safety measures if warranted.
- Provide adequate sight visibility at the developments entrances. Ensure landscaping is properly designed and installed to not obstruct sight visibility.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.d.

Meeting Date: 07/25/2017

Contact Person: Richard Straub, Interim Public Works Director/Town Engineer
Phone: 928.636.2646 x-1308

Department: Public Works

Estimated length 10 minutes

of Staff Presentation:

Physical location of item: Road 1 East

AGENDA ITEM TITLE:

Presentation of the proposed construction of Road 1 East from Road 3 South to Kalinich Avenue and three connector roads to SR 89. (Richard Straub, Interim Public Works Director/Town Engineer)

SITUATION & ANALYSIS:

The Public Works Department proposed to design Road 1 East (Consultant) and three SR 89 connecting roads and use a combination of Town Forces and Contract Forces to construct these roads.

The Department plans to start construction in the fall after completion of the plans and field survey with existing Road personnel after the busy summer roads demands are over.

The design plans will be for Town use only and will not require the usual bid set of documents.

Town Forces will construct the grading and drainage (low water crossings) and Contract Forces will provide the aggregate base.

The existing asphalt millings will be mixed with asphalt and laid down by Contract Forces. A chip seal will be placed on the millings next summer.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 07/25/2017
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Old Home Manor Industrial Park

AGENDA ITEM TITLE:

Consideration and possible action to approve First Amendment to Agreement for Professional Consulting Services with EPS Group, related to Old Home Manor Industrial Park, to revise the contract term and Town representative. (Cecilia Grittman, Town Manager)

RECOMMENDED ACTION:

Move to approve First Amendment to EPS Group agreement, revising the contract term and Town representative.

SITUATION AND ANALYSIS:

The Town entered into a contract with EPS Group May 9, 2017 to perform services at the Old Home Manor Industrial Park in relation to Master Planning for the industrial park area. The contract called for the project to begin June of 2017 and conclude Dec 31, 2017. Because of turnover within the department, staff is recommending suspending any work that has been done between June 1 and now, with work to begin again on Sept 1, 2017. The contract term will be extended to April 1, 2018. This should offer sufficient time for staff and Council to recommend the stakeholders who will participate with EPS Group regarding the design and other aspects of the Industrial Park. The amendment also changes the Town's representative from Ruth Mayday, who is no longer employed by the Town, to Cecilia Grittman, Town Manager.

Fiscal Impact

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

Attachments

EPS OHMIP Agreement - Amendment 1

**First Amendment to Agreement for Professional Consulting Services, dated May 9, 2017
Between Town of Chino Valley, Arizona and
EPS Group, Inc.**

This First Amendment to the Agreement for Professional Consulting Services for the Old Home Manor Industrial Park project by and between the Town of Chino Valley, Arizona (“Town”) and EPS Group, Inc., (“Consultant”), dated May 9, 2017, is made and entered into this ____ day of July, 2017.

WHEREAS, Town and EPS entered into an Agreement for Professional Consulting Services dated May 9, 2017 (“Agreement”) whereby Consultant would provide professional consulting services (the “Services”) for the Town on the Old Home Manor Industrial Park project (the “Project”); and

WHEREAS, due to Staff turn-over, Town and Consultant mutually agreed to suspend the Consultant’s services and extend the Agreement as specified below.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises and agreements of the parties, Town and Consultant agree to amend the Agreement as follows:

1. Pursuant to Section 8.1 Order to Suspend of the Agreement, Town hereby orders, and Consultant hereby agrees to suspend all of the Services from the date of this First Amendment until September 1, 2017. Said suspension is agreed by the Parties to be a reasonable period of time and shall not increase the amount of compensation to be paid by Town to Consultant for the Services.
2. Section 1.4 Responsibility of Town, is amended to read as follows:
 - 1.4.2 Town designates Cecilia Grittmann, Town Manager, or her designee, as its Project Representative. All communications to Town shall be through its Project Representative.
3. Section 1.5 Contract Term is amended to read as follows:
 - 1.5 Contract Term. The term of this Agreement shall be from June 1, 2017 through April 1, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than May 1, 2018.
4. All provisions and terms of the Agreement not amended by this First Amendment shall remain in effect.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

CONSULTANT

Bryan Kitchen, Principal



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 07/25/2017
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 17-1111 authorizing acquisition of a right-of-way along Road 4 South and Picacho Boulevard for roadway purposes. (Phyllis Smiley, Town Attorney)

RECOMMENDED ACTION:

Move to approve Resolution No. 17-1111 authorizing acquisition of the right-of-way along Road 4 South and Picacho Boulevard for roadway purposes.

SITUATION AND ANALYSIS:

Issue Statement

This acquisition is necessary for the improvements to Road 4 South and has been in the works for some time. Delays were attributed to change in the ownership of the property and in the name of the corporate entity owning the property. The current owner, AZO One Members, LLC, formerly known as Arizona Organics, is willing to dedicate the right-of-way to the Town. In order to complete the escrow process, a resolution authorizing the acquisition must be approved by the Town Council. Staff recommends approving the resolution.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

ROW ACQ

Exhibit A - Resolution 17-1111 ROW Acquisition

Exhibit B - Resolution 17-1111 ROW Acquisition

RESOLUTION NO. 17-1111

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY PURPOSES FOR IMPROVEMENTS TO ROAD 4 SOUTH AND PICACHO BOULEVARD; AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires the acquisition of certain real property for roadway improvements to Road 4 South and Picacho Boulevard, which real property is generally described in Exhibits A and B, attached hereto and made a part hereof; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way purposes for the Project and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley have considered alternatives available, have balanced the public good and the private injury resulting from the acquisition of the property, and have determined that locating the public improvements on the property results in the greatest public good and the least private injury.

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

That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibits A and B, plus any additional real property required for completion of the Project, as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

BE IT FURTHER RESOLVED, that the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this ____ day of _____, 2017.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 17-1111 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 25, 2017, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A – Legal description of property to be acquired
(APN 306-33-173N along Picacho Blvd.)
2. Exhibit B - Legal description of property to be acquired
(APN 306-33-173N along Road 4 South)

EXHIBIT A

Legal Description

(APN 306-33-173N along Picacho Blvd)

Legal Description

All that portion of land as shown in Book 191 of Land Surveys, Page 44, Yavapai County Recorder's Office, lying within the southeast quarter of Section 34, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 01°16'44" East as measured between a found brass cap monument at the southeast corner of said Section 34 and the east quarter corner of said Section 34)

COMMENCING at a found brass cap monument at the southeast corner of said Section 34;

Thence North 01°16'44" West, along the easterly section line of said Section 34, a distance of 25.00 feet to a found capped rebar RLS# 18214 to a point on the northerly right of way line of Road 4 South;

Thence continuing, North 01°16'44" West, along said easterly section line, a distance of 1271.17 feet and the TRUE POINT OF BEGINNING;

Thence South 89°40'08" West, a distance of 1853.62 feet to a point on the easterly right of way line of State Route 89;

Thence North 01°40'00" West, along said easterly right of way line, a distance of 25.01 feet;

Thence North 89°40'08" East, a distance of 1853.78 feet to a point on the easterly section line of said Section 34;

Thence South 01°16'44" East, along said easterly section line, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Containing 46,342.50 square feet or 1.06 acres more or less.

02/12/16

LE #1054-01

105401-North Easement.doc

JASON O'BRIEN, R.L.S.



EXPIRES 6/30/16

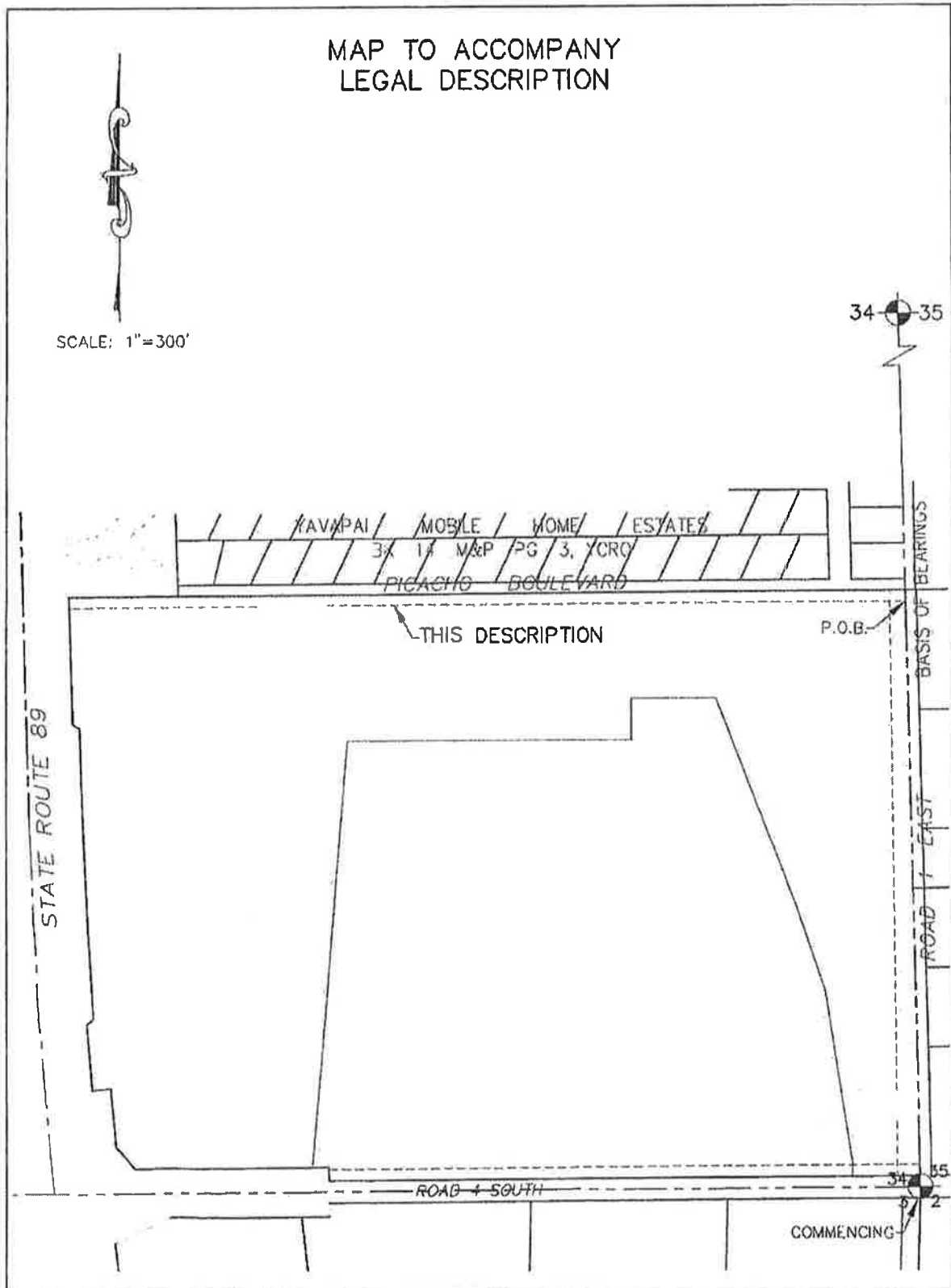


EXHIBIT B

Legal Description

(APN 306-33-173N along Road 4 South)

Legal Description

All that portion of land as shown in Book 191 of Land Surveys, Page 44, Yavapai County Recorder's Office, lying within the southeast quarter of Section 34, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North $01^{\circ}16'44''$ East as measured between a found brass cap monument at the southeast corner of said Section 34 and the east quarter corner of said Section 34)

COMMENCING at a found brass cap monument at the southeast corner of said Section 34;

Thence North $01^{\circ}16'44''$ West, along the easterly section line of said Section 34, a distance of 25.00 feet to a found capped rebar RLS# 18214 to a point on the northerly right of way line of Road 4 South and the TRUE POINT OF BEGINNING;

Thence South $89^{\circ}37'39''$ West, along said northerly right of way line, a distance of 1314.21 feet;

Thence North $00^{\circ}22'21''$ West, a distance of 25.00 feet;

Thence South $89^{\circ}37'39''$ West, a distance of 1313.81 feet to a point on the easterly section line of said Section 34;

Thence South $01^{\circ}16'44''$ East, along said easterly section line, a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Containing 32,850.31 square feet or 0.75 acres more or less.

02/12/16

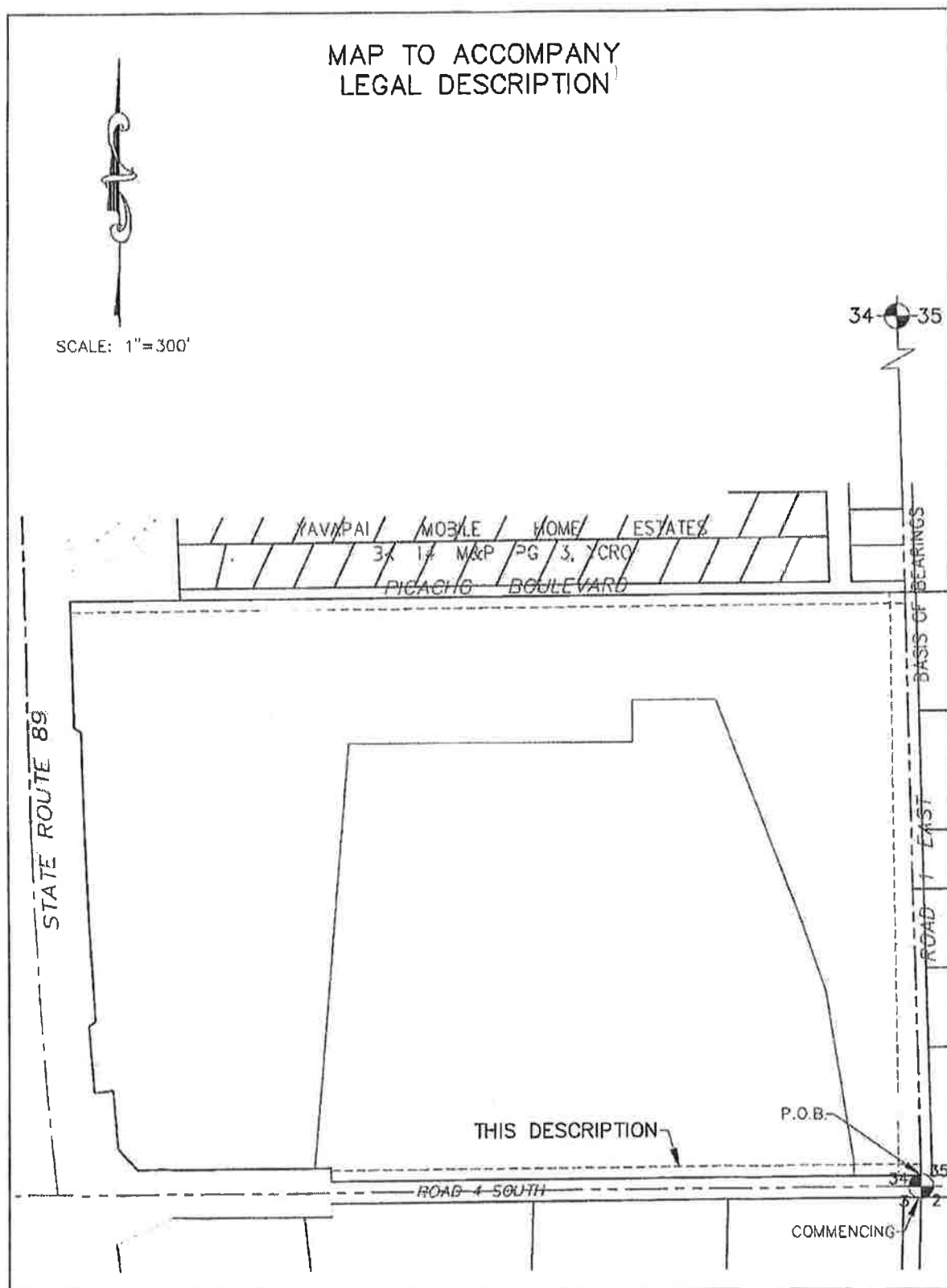
LE #1054-01

105401-South Easement.doc

JASON O'BRIEN, R.L.S.



EXPIRES 6/30/16





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 07/25/2017
Contact Person: Ronda Apolinar, Court Administrator
 Phone: 928-636-2646 x-1289
Department: Municipal Court
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to provide prior approval to Judge Hamm by the Council regarding the appointment of John Erickson as a Judge Pro Tempore in the Chino Valley Municipal Court. (Court Administrator, Ronda Apolinar)

RECOMMENDED ACTION:

Move to provide prior approval to Judge Hamm of the appointment of John Erickson as a Judge Pro Tempore in the Chino Valley Municipal Court.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale Ms. Hamm may appoint qualified individuals to serve in the position of Pro Tempore ("Pro Tem") Magistrate or hearing officer to provide services in her absence and in cases where she may not act pursuant to a change of judge being filed. A Pro Tem Magistrate may be appointed pursuant to Chino Valley Town Code § 31.02. Pursuant to Judge Hamm's Agreement with the Town (Section 5), if the appointee is not a sitting or retired judge, judge pro tem, magistrate or hearing officer, his or her appointment shall require prior approval by the Town Council. John Erickson is not a sitting or retired judge, judge pro tem, magistrate, or hearing officer, but he is an attorney and is qualified to serve as a Pro Tempore Magistrate.

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-45-5212

Available:

Funding Source:

The funding will be provided by the Town of Chino Valley through the Courts Professional Services line item.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 07/25/2017
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on the Parks and Recreation Advisory Board, Senior Center Advisory Board, Roads and Streets Committee, Board of Adjustment, Industrial Development Authority, and Municipal Property Corporation. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Appoint applicants to the above public bodies per recommendation of the Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on July 11 to review applications for several public bodies. See attached minutes for further details of the subcommittee's discussion. They have recommended that Council appoint the following persons to the corresponding public body:

- *Parks and Recreation Advisory Board* - Eric Smith, Deryl Jevons, Donna Armstrong, and Debbe Hacke to term ending June 30, 2019.
- *Senior Center Advisory Board* - Nancy Mitchell, Mary Johnson, and Elaine Erb to terms ending June 30, 2019; and Haryaksha Knauer to a possible upcoming vacancy with term ending June 30, 2018.
- *Roads and Streets Committee* - Doug Federico, Ron Romley, and Dean Echols to term ending June 30, 2019.
- *Industrial Development Authority* - John Coomer and Welles Geary to term ending June 30, 2022.
- *Municipal Property Corporation* - John Coomer and Welles Geary to term ending June 30, 2020.

Status of other public bodies:

- *Board of Adjustment* - This board has 2 regular and 1 alternate vacancies.
- *Industrial Development Authority* - This board will still have 2 vacancies if the above are appointed.
- *Municipal Property Corporation* - This board will still have 2 vacancies if the above are appointed.

Other Pertinent Documents Available Upon Request:

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

July 11, 2017 draft minutes

DRAFT

TOWN OF CHINO VALLEY TOWN COUNCIL APPOINTMENTS SUBCOMMITTEE MINUTES

**TUESDAY, JULY 11, 2017
4:00 P.M.**

The Town Council Appointments Subcommittee of the Town of Chino Valley, Arizona, convened for a public meeting in the Council Chambers Conference Room, located at 202 N. State Route 89, Chino Valley, Arizona.

Present: Mayor Darryl Croft (Chair); Vice-Mayor Mike Best; Councilmember Lon Turner

Staff Present: Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER

Councilmember Turner called the meeting to order at 4:55 p.m.

2) ROLL CALL

3) APPROVAL OF MINUTES

- a) Consideration and possible approval of June 20, 2017 minutes.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to approve the minutes of June 20, 2017.

Vote: 3 - 0 PASSED - Unanimously

4) OLD BUSINESS

5) NEW BUSINESS

- a) Consideration and possible action to appoint applicants to the Parks and Recreation Advisory Board.

Staff Report summary:

- 4 expirations: includes 1 vacant position)
- 5 applications: 3 current members; 2 new applicants
- Staff recommendation: Re-appoint Eric Smith, Deryl Jevons, and Donna Armstrong; and appoint one of the new applicants to terms ending June 30, 2019.

Members reviewed and discussed the applications, as well as: Applicant Geary's references; how best to use Mr. Geary's talents, as he had applied for several positions; and potential opening for Mr. Geary as Planning and Zoning Commission Alternate.

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Mike Best to appoint Debbe Hacke to the vacant position on the board.

Vote: 2 - 0 PASSED - Unanimously

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Mike Best to bring back Eric Smith, Donna Armstrong, and Deryl Jevons for another two-year term.

Vote: 2 - 0 PASSED - Unanimously

Vice-Mayor Croft arrived at 5:07 p.m. Vice-Mayor Best and Councilmember Turner briefed him on the previous items.

b) Consideration and possible action to appoint applicants to the Senior Center Advisory Board.

Staff Report summary:

- 3 expirations
- 5 applications: 1 current member; 4 new applicants
- Staff recommendation: Re-appoint Nancy Mitchell and appoint Mary Johnson and Elaine Erb to terms ending June 30, 2019.
- Staff comment: There may be another vacancy in the near future.

Members reviewed and discussed the applications, as well as: current participation by Applicants Johnson and Erb; status of current member Nancy Best; recommending another for appointment in case of the potential vacancy; and Applicant Knauer's participation in Citizens' Academy and Council meetings.

MOVED by Vice-Mayor Mike Best, seconded by Mayor Darryl Croft (Chair) to re-appoint Nancy Mitchell, and appoint Mary Johnson, and Elaine Erb; and recommend Haryaksha Knauer to replace any upcoming vacancy.

Vote: 3 - 0 PASSED - Unanimously

c) Consideration and possible action to appoint applicants to the Roads and Streets Committee.

Staff Report summary:

- 3 expirations
- 5 applications: 2 current members; 3 new applicants
- Staff recommendation: Re-appoint Doug Federico and Ron Romley to term ending June 30, 2019; and appoint Jeffrey Low to same term.
- Staff comment: Staff received a new application earlier in the day from Mr. Marcus Walker.

Members reviewed and discussed the applications, as well as: the status of current member

Echols, who had not applied for re-appointment but had seemed interested in continuing on the committee; Liaison Richard Straub's recommendation of Applicant Low; Mr. Walker's interests; and Applicant Liss' experience.

Members suggested that staff contact Mr. Echols to confirm his intention to re-apply or decline. Vice-Mayor Best stated he would ask Mr. Walker about applying for the Board of Adjustment.

MOVED by Vice-Mayor Mike Best, seconded by Mayor Darryl Croft (Chair) to re-appoint Ron Romley, Doug Federico, and Dean Echols; and if he [Mr. Echols] cannot fulfill this, appoint Jeffrey Low.

Vote: 3 - 0 PASSED - Unanimously

d) Consideration and possible action to appoint applicant to the Industrial Development Authority.

Staff Report summary:

- 2 expirations; 1 vacancy
- 2 applications: 1 current member; 1 new applicant
- Staff recommendation: Re-appoint John Coomer and appoint Welles Geary to terms ending June 30, 2022.

Members reviewed and discussed the applications, as well as current member Ed Steinback's status. Members suggested that staff contact Mr. Steinback to confirm his intention to re-apply or decline.

MOVED by Vice-Mayor Mike Best, seconded by Mayor Darryl Croft (Chair) to re-appoint John Coomer and appoint Welles Geary to the IDA board.

Vote: 3 - 0 PASSED - Unanimously

e) Consideration and possible action to appoint applicant to the Municipal Property Corporation.

Staff Report summary:

- 3 expirations: includes 1 vacant position; 1 other vacancy
- 1 application: 1 current member
- Staff recommendation: Re-appoint John Coomer to term ending June 30, 2020.

Members reviewed and discussed the applications, as well as current member Steinback's status. Members suggested that staff contact Mr. Steinback to confirm his intention to re-apply or decline and contacting Mr. Geary about his interest in applying.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to re-appoint John Coomer to the Municipal Property Board.

Vote: 3 - 0 PASSED - Unanimously

f) Consideration and possible action regarding expirations and vacancies on the Board of Adjustment.

Staff report summary:

- 1 expiration: Alternate position only; 2 vacancies
- 0 applicants
- Staff recommendation: Direct staff to continue advertising.

Members suggested that: Vice-Mayor Best contact Mr. Walker about the board; staff contact Mr. Knauer and Mr. Geary about serving on the board; staff continue advertising for the board; and staff contact Gwen Rowitsch about continuing as Alternate Planning and Zoning Commissioner.

6) **ADJOURNMENT**

MOVED by Vice-Mayor Mike Best, seconded by Mayor Darryl Croft (Chair) to adjourn the meeting at 5:31 p.m.

Vote: 3 - 0 PASSED - Unanimously

Dated this 12th day of July, 2017.

By: *Jami C. Lewis, Town Clerk*

Approved: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.e.

Meeting Date: 07/25/2017
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Intergovernmental Agreement between the Arizona Department of Housing, Office of Manufactured Housing, and the Town of Chino Valley, effective 7/25/2017 outlining the terms of inspection and reporting. (Cecilia Grittman, Town Manager)

RECOMMENDED ACTION:

Move to approve the Intergovernmental Agreement between the Arizona Department of Housing, Office of Manufactured Housing, and the Town of Chino Valley, outlining the terms of inspection and reporting.

SITUATION AND ANALYSIS:

Pursuant to A.R.S. § 41-4002 the purpose of Office of Manufactured Housing (OHM) is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

A.R.S. § 41-4004 (B) (5) directs OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH.

It is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction, and the Town's Building Department will fulfill this function, rather than the OMH.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments	
DOH Agreement , 2017	

AGREEMENT

BETWEEN

**ARIZONA DEPARTMENT OF HOUSING
OFFICE OF MANUFACTURED HOUSING**

AND

TOWN OF CHINO VALLEY

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the Town of Chino Valley ("Agency").

WHEREAS, pursuant to A.R.S. § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-4004 (B) (5) directs OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (B) (4) and A.A.C. R4-34-102 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802 (A) and pays to the Agency the fee established by OMH pursuant to the authority by A.A.C. R4-34-501 and as permitted by A.A.C. R4-34-506.
4. Monthly Reporting. The Agency in this Agreement shall submit a Monthly IGA Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be submitted with the monthly report. The monthly report with copies of permits shall be submitted

by mail, fax, or email, on or before the 15th of the following month. OMH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by OMH pursuant to its authority under A.R.S. § 41-4010 (A) (4) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for OMH to:

Arizona Department of Housing
Office of Manufactured Housing
1110 West Washington, Suite #280
Phoenix, AZ 85007-2935

Attn: Debra Blake
Title: Deputy Director
Phone: (602) 364-1022

- b. If intended for Agency, to:

Town of Chino Valley
202 N State Route 89
 Chino Valley, Arizona 86323

Attn: Cecilia Gritman
 Title: Town Manager
 Phone: (928) 636-2646, ext 1202
 cgrittman@chinoaz.net

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.
19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

TOWN OF CHINO VALLEY:

Names: _____
Carol Ditmore, Interim Director
Arizona Department of Housing

Name: _____
Darryl Croft, Mayor

Debra Blake, Deputy Director
Arizona Department of Housing
Office of Manufactured Housing

ATTEST: _____
Jami Lewis, City Clerk

APPROVED this ____ day of _____, ____.

This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

BY: _____
Phyllis Smiley, Town Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this ____ day of _____, ____.

BY: _____
Valerie L. Marciano, Esq.
Assistant Attorney General



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.f.

Meeting Date: 07/25/2017

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 27, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the June 27, 2017 regular meeting minutes.

Attachments

June 27, 2017 minutes

DRAFT

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

**TUESDAY, JUNE 27, 2017
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 27, 2017.

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

Staff Present: Town Manager Cecilia Gritman; Town Attorney Phyllis Smiley (via Skype); Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Lieutenant Vince Schaan; Sergeant Gary Bruso; Court Administrator Ronda Apolinar; Court Clerk Erin Deskins; Interim Public Works Director/Town Engineer Richard Straub; Associate Planner Alex Lerma; Library Director Scott Bruner; Matt Santos (videographer); Deputy Town Clerk Michelle Greenstreet; Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

a) **Administer Oath of Office to new Councilmember, Cloyce Kelly.**

Town Clerk Lewis administered the Oath of Office to new Council appointee, Cloyce Kelly.

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

3) **CALL TO THE PUBLIC**

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

Rick Nichols with the Chino Valley Model Aviators reported on the status of the organization's facility, membership, events, the annual fly-in in September, and a change to allow free membership to those in active service.

4) **RESPONSE TO THE PUBLIC**

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

- a) Question regarding the Town having a separate fund for roads maintenance.

Mayor Croft reported that Arizona law required that the Town keep all proceeds from highway revenues in a separate fund to be used solely used for streets and highway purposes. The Town's annual highway revenues of approximately \$920,000 funded roads department salaries, benefits, equipment, and operating costs, leaving about \$125,000 for maintenance. The general fund contributed another \$175,000 toward maintenance.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a) Status reports by Mayor and Council regarding current events.

Councilmember Turner reported on the Town's upcoming 4th of July celebration.

Councilmember Lane reported on issues associated with the Goodwin Fire; the Yavapai County Emergency Management's Code Red notification system; and the upcoming annual Wade Parker memorial softball tournament.

- b) Status report by Town Manager Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
- c) Update on the chip seal project and schedule. (Richard Straub, Interim Public Works Director/Town Engineer)

Mr. Straub reported on:

- the Town using the County's chip seal contract for the \$1.5 million project;
- the project's mid-July anticipated start date; and
- chipping on the Old Home Manor road starting yesterday.

- d) Update on the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association. (Laura Kyriakakis, Human Resources Director)

Ms. Kyriakakis reported that there were no recommended changes to the Memorandum of Understanding (MOU), so the current MOU will roll over to the new year.

6) CONSENT AGENDA

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

Town Clerk Lewis requested that Council postpone item 6a to the next meeting, as the dates were in error.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to move 6a to the next regular meeting.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Cloyce Kelly to accept item 6b.

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to cancel the August 23, 2016, November 22, 2016, and December 27, 2016 regular meetings to accommodate the annual League Conference, and Thanksgiving and Christmas holidays. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to accept the June 13, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to approve a Conditional Use Permit (CUP17-002) for approximately 14.76 acres of real property located at 915 North Road 1 West (APN 306-23-027) to allow for the use of horse boarding, horse shows and equine events within the AR-5 (Agricultural Residential-5 Acre Minimum) zoning district, subject to conditions. Applicant: Traesa Santori; Owner: James Leneve. (Alex Lerma, Associate Planner)

Recommended Action: Approve Conditional Use Permit for approximately 14.75 acres of real property located at 915 North Road 1 West to allow for the use of horse boarding, horse shows and equine events within the AR-5 (Agricultural Residential-5 Acre Minimum) Zoning District.

Mr. Lerma presented:

- *Current uses* included a residence and hay field. Surrounding zoning districts included residential, agricultural, commercial light, multi-family residential, and public land.
- *Conformance:* The General Plan land use designation was medium density residential.
- *Staff analysis:* As the UDO did not specifically list the proposed uses as permitted or conditional under the AR-5 zoning district, but it allowed similar uses as conditional uses, and the proposed uses will have no or a small direct impact on surrounding properties, the zoning administrator had determined that the proposed uses were

appropriate and would require a CUP.

- *Public participation:* No negative comments were offered by the neighboring public.
- *Planning and Zoning Commission* recommended approval with the stipulations recommended by staff.
- *Conditions:* Staff recommended a condition that applicant dedicate a 13-foot right-of-way to Road 2 North and Road 1 West. Other conditions related to lighting, timing, dust control, and parking were added by staff, town attorney, and Commission. The CUP will be effective after the dedications were complete.

Council and staff discussed the following in more detail:

- *CUP:* After the packet was published, Town Attorney Smiley removed a stipulation from the CUP that was redundant. This amendment did not need to go back to the Commission.
- *Parking area:* The zoning administrator deemed that the applicant did not need to pave the parking area. Open space on the south portion of the property was sufficient for parking.
- *ADA and restroom requirements:* This was not needed as the proposed events would be for small, private crowds by invitation only.
- *Site access:* Entrances were on Road 1 West and Road 2 North. Schools would not be in session during events.

Council expressed concern about access gates being locked; lack of signage; handicapped parking; and restrooms.

MOVED by Councilmember Kelly to bring back to July 11 with questions answered by the Planning and Zoning Commission regarding handicapped parking, access, and restrooms.

Applicant Traesa Santori reported that:

- She had been waiting for the CUP to be approved before opening the access gates and installing entrance signage.
- She already had a restroom on the premises and pavement for handicap access, as well as adequate driveway material, and proper drainage and slope.
- Planned events would be very small and mainly related to 4-H activities. No roping was intended.

Ms. Smiley advised that she had no issue with entrances, and the matter was ready to go forward.

Mayor Croft asked for a second on the above motion.

The motion FAILED for lack of a second.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve Conditional Use Permit for approximately 14.75 acres of real property located at 915 North Road 1 West to allow for the use of horse boarding, horse shows and equine events within the AR-5 (Agricultural Residential-5 Acre Minimum) Zoning District.

Vote: 7 - 0 PASSED - Unanimously

- b) Public Hearing and consideration and possible action to adopt Resolution No. 17-1106, adopting a Final Budget for fiscal year 2017/2018, and proposed expenditure limitation for the same year, in the amount of \$ 23,100,000. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing and (2) Adopt Resolution No. 17-1106 adopting a Final Budget and proposed expenditure limitation for fiscal year 2017/2018 in the amount of \$23,100,000.

Mr. Duffy presented budget highlights, which pertained to:

- *Budget Change:* Fiscal year 2017/18 budget increase of 6%.
- *General Fund:* \$333,000 rollover being used in next year's budget; reserves fully funded; police officer market adjustment; PSPRS increases and possible buy down of unfunded liability at the end of the fiscal year; and purchase of eight police cars.
- *Highway User revenues:* Doubled road materials budget; using carryover funds; decreasing the general fund overhead; and adding funds for highway maintenance.
- *Water Enterprise:* Budgeted \$2 million for potential water system acquisition; reduced capital improvements fund subsidy; and 6% increase in water accounts.
- *Sewer Enterprise:* Completed Molly Rae and Road 1 West sewer extensions; completed plant upgrades; fund to be operating in the black; and 19 new accounts.
- *Capital Improvements:* Increased transfer to police; Yavapai County drainage project; grant matches for Old Home Manor Industrial Park project; and Road 1 East road impact fee project.
- *Capital equipment:* All requests, other than the police cars, being held off until a new public works director was hired.

Mr. Duffy also reviewed proposed capital projects.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Corey Mendoza to open the public hearing on the budget.

Vote: 7 - 0 PASSED - Unanimously

Haryaksha Knauer, county resident, asked about retiring police vehicles and allowing native plants to grow at the Aquatics Center. Mr. Duffy explained that miled-out Dodge Chargers will be retired, and it will be at least three years before more cars were needed. Library Director Bruner spoke about the maintenance process for plants considered as weeds.

Mark Vucich, resident, asked about future sewer extensions. Mr. Duffy related that no specific extensions had been identified yet, but staff had to include funds in the budget for anticipated or hopeful projects.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to close the public hearing.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to adopt Resolution No. 17-1106 adopting a Final Budget and proposed expenditure limitation for fiscal year 2017/2018 in the amount of \$23,100,000.

Vote: 7 - 0 PASSED - Unanimously

- c) Public Hearing and consideration and possible action to adopt Resolution No. 17- 1107, adopting the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2017/2018, which shall constitute the budgets of the Districts for fiscal year 2017/2018. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing; and (2) Adopt Resolution No. 17- 1107, approving the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2017/2018, which shall constitute the budgets of the Districts for fiscal year 2017/2018.

Mr. Duffy reported that the three districts were located in the Bright Star subdivision. APS billed the Town for the electric use and the County reimbursed the Town from the property taxes collected from the homeowners.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Cloyce Kelly to open the public hearing.

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Corey Mendoza to close the public hearing.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to adopt Resolution No. 17- 1107, approving the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2017/2018, which shall constitute the budgets of the Districts for fiscal year 2017/2018.

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC for the purpose of providing professional planning consulting services in the amount not to exceed \$50,000. (Joe Duffy, Finance Director)

Recommended Action: Approve Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC.

Mr. Duffy reported that due to a recent vacancy in planning department management, staff needed help with the workload. Mr. Sanks' firm would work up to two days per week to assist. Staff did not anticipate expending the full \$50,000, unless new large projects came up. Funding will come from the salary that would have been paid to the former employee.

Human Resources Director Kyriakakis anticipated starting recruitment for the position in July and the process taking about 90 days.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Corey Mendoza to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC. not to exceed \$50,000.

Vote: 7 - 0 PASSED - Unanimously

- e) Consideration and possible action to adopt Resolution No. 17-1108, amending the Town of Chino Valley Personnel Policy and Administrative Guideline Manual by amending Policy No. 100 Definitions; repealing existing Policy No. 715 Sick Leave, and adopting new Policy No. 715 Earned Paid Sick Leave, dated September 12, 2002, Revised effective July 1, 2017. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Adopt Resolution No. 17-1108, amending the Town of Chino Valley Personnel Policy and Administrative Guideline Manual by amending Policy No. 100 Definitions; repealing existing Policy No. 715 Sick Leave, and adopting new Policy No. 715 Earned Paid Sick Leave, dated September 12, 2002, Revised effective July 1, 2017.

Ms. Kyriakakis presented on this item:

- *New law:* In 2016, Arizona voters passed Prop 206 making changes to minimum wage and sick time regulations, requiring the Town to revise its related policy. As many of the policy's current provisions needed clarification, staff rewrote the entire policy.
- *Changes:* Prop 206 expanded the circumstances under which an employee could take sick leave; clarified the definition of family members; expanded the class of workers who would be eligible for sick leave, although those less than full-time would receive it at a different rate; and addressed employees leaving and coming back within nine months.
- *Impacts to Town:* Staff projected an increase of \$2,000 in expenses. The Town's current policies that exceeded some of new requirements were not changed.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to adopt Resolution No. 17-1108, amending the Town of Chino Valley Personnel Policy and Administrative Guideline Manual by amending Policy No. 100 Definitions; repealing existing Policy No. 715 Sick Leave, and adopting new Policy No. 715 Earned Paid Sick Leave, dated September 12, 2002, Revised effective July 1, 2017.

Vote: 7 - 0 PASSED - Unanimously

- f) Consideration and possible action to update appointments to Council subcommittees and outside entities. (Jami Lewis, Town Clerk)

Recommended Action: Update appointments to Council subcommittees and outside entities per discussion.

Council made the following updates:

- *Subcommittees:* Added Mayor Croft and Councilmember Kelly to Finance; assigned Mayor Croft as temporary Chair of Finance; moved Councilmember Lane from Finance to Economic Development; and assigned Mayor Croft as temporary Chair of Economic Development.
- *Entity appointments:* Appointed Councilmember Kelly as Chamber of Commerce liaison; changed GPREP liaison from Mayor to Town Manager.

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to go into executive session at 7:12 p.m.

Vote: 7 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salaries of the following candidates for the position of Town Magistrate: John Erickson, Mary Hamm, Catherine Kelley, Ingrid Hughes, and Joel Thompson. (Council Appointments Subcommittee).

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:39 p.m.

- a) Consideration and possible action to appoint a Presiding Magistrate and direct Staff to negotiate and prepare an employment contract, to be approved by Council at the next meeting. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Appoint _____ to the position of Town of Chino Valley Presiding Magistrate, contingent upon successful completion of pre-employment drug test and background screening; and direct staff to negotiate with _____ to prepare an employment contract for consideration by the Town Council at its Council meeting on July 11, 2017.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to appoint Mary Hamm to the position of Town of Chino Valley Presiding Magistrate, contingent upon successful completion of pre-employment drug test and background screening; and direct staff to negotiate with Mary Hamm to prepare an employment contract for consideration by the Town Council at its Council meeting on July 11, 2017.

Vote: 7 - 0 PASSED - Unanimously

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Mike Best to adjourn the meeting at 7:40 p.m.

Vote: 7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 27th day of June, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of July, 2017.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.g.

Meeting Date: 07/25/2017

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 11, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 11, 2017 regular meeting minutes.

Attachments

July 11, 2017 minutes

DRAFT

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

**TUESDAY, JULY 11, 2017
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 11, 2017.

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

Absent: Councilmember Corey Mendoza

Staff Town Manager Cecilia Gritman; Town Attorney Phyllis Smiley; Police Lieutenant Vince

Present: Schaan; Steven Angel Police Officer; Chief Building Official Dan Trout; Community Services Director Scott Bruner; Town Clerk Jami Lewis (recorder)

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

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

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

3) **CALL TO THE PUBLIC**

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

John Garden spoke about using the money saved from cancelling the 4th of July event toward Territorial Days, National Night Out, or some other event.

4) **RESPONSE TO THE PUBLIC**

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

- a) Status reports by Mayor and Council regarding current events.

Vice-Mayor Best commended all those who volunteered and participated in repairing the welcome sign on the north end of Town.

- b) Status report by Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittmann reported on:

- Recommendations needed for Old Home Manor Industrial Park stakeholder meetings beginning in September;
- Public Works Director candidate visits; and
- Development Services Director recruitment starting in three to four months.

- c) Update on building permits, Year to date and Quarter to date, residential and commercial. (Dan Trout, Chief Building Official)

Mr. Trout reported on building statistics, comparing second quarter 2016 and 2017.

6) CONSENT AGENDA

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve consent agenda items a and b.

Vote: 6 - 0 PASSED - Unanimously

- a) Consideration and possible action to cancel the August 22, 2017, November 28, 2017, and December 26, 2017 regular meetings to accommodate the annual League Conference, and Thanksgiving and Christmas holidays. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to accept the June 20, 2017 special meeting minutes. (Jami Lewis, Town Clerk)

7) 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) (i) Public Hearing regarding application from Andrea Lewkowitz for the Acquisition of Control of an existing Series 10 (Beer & Wine Store) Liquor License for Walgreens, located at 1020 N. State Route 89, Chino Valley.
- (ii) Consideration and possible action to either allow or protest the change of ownership of the Series 10 Liquor License for Walgreens to the Arizona Department of Liquor Licenses and Control. (Jami Lewis, Town Clerk)

Recommended Action: (i) Hold Public Hearing and (ii) Take no action; OR Protest the acquisition of control of Walgreen's Series 10 Liquor License.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to open the public hearing.

Vote: 6 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to close the public hearing.

Vote: 6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to take no action.

Vote: 6 - 0 PASSED - Unanimously

- b) Consideration and possible action to adopt Resolution No. 17-1109, 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 2017/2018, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution No. 17-1109, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2017/2018.

Town Manager Grittmann recounted that Finance Director Duffy had presented this information previously.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to adopt Resolution No. 17-1109, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2017/2018.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:15 p.m.

Vote: 6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of July, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of July, 2017.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 07/25/2017
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A/

AGENDA ITEM TITLE:

Consideration and possible action to approve the Second Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 17/18 in the amount of \$_____ dollars. (Cecilia Grittmann, Town Manager)

RECOMMENDED ACTION:

Move to approve the Second Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 17/18 in the amount of \$_____ dollars.

SITUATION AND ANALYSIS:

On October 13, 2015 the Town and Chino Valley Area Chamber of Commerce entered into an Accountability Contract for services. The Agreement automatically renews for up to five (5) years, with the Scope of Services being updated annually to reflect the needs of the Town and the available resources and strengths of the Chino Valley Chamber.

The Scope of Work has been created through a cooperative effort between the Town of Chino Valley staff and the Chamber's CEO and Board President.

The Chamber is a strong resource to support local businesses and help to grow the local economy. In the past two and one-half years, the Chamber has changed its focus to become community-centric and, toward that end, has created three signature community events to drive tourism and revenue into the Chino Valley Area. These events include a very successful Bus through Chino History Tour that is currently being expanded. The Chamber works jointly with the Town's economic development efforts to secure business and economic development improvements for the community and the region. The Scope of Work reflects the cooperative efforts between the two entities.

Although minor tweaks have occurred in the Scope of Services for FY 17/18, there are no material changes. Chamber and Town professional staff continue to express the desire to partner on projects or events where it makes sense or is practical. The larger issue for consideration by the Council is the

level of funding for the Chamber. For the last 5 years the Town has funded the Chamber at \$38,000/annually. That is down from the pre-recession funding of \$45,000/annually. The Quarterly Updates the Chamber CEO has given the Town Council have indicated a marked and substantial increase in the foot and phone traffic for the tourism center and the distribution of *welcome packets.*

The Chamber applied for and was awarded an AmeriCorps/Vista grant to assist in funding a position to head up a multi-year effort of developing a Volunteer program. There will be additional costs for this program which is community-based and, once established, should be a sustaining tool for organizations to access volunteers. The Chamber has requested funding of \$55,000 this fiscal year, and this request is supported by Staff.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5563

Available: 40,000

Funding Source:

The Town budgeted \$40,000 in the Fiscal Year 2017/2018 budget. Additional funding will come from the Contingency line item.

Attachments

Chamber Agreement - Amendment 2

Chamber Agreement - Amendment 2 Scope

**SECOND AMENDMENT
TO
ACCOUNTABILITY CONTRACT BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
AND
CHINO VALLEY CHAMBER OF COMMERCE**

This Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce dated October 13, 2015 ("Second Amendment"), is made and entered into this ____ day of July, 2017, with an Effective Date of July 1, 2017 by and between the Town of Chino Valley, a municipal corporation of the State of Arizona (the "Town") and Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the "Chamber"). Town and Chamber are collectively referred to herein as the "Parties".

I. RECITALS

A. The Parties entered into an Accountability Contract effective October 13, 2015 (the "Contract") through June 30, 2016 and automatically renewing each year for up to five (5) successive one-year terms, effective July 1 of each successive year. The Parties are, therefore, in the second renewal year at the time of this Second Amendment.

B. The Contract was amended effective July 1, 2016, pursuant to the First Amendment to the Accountability Contract.

C. The Parties desire to make additional changes to their obligations by revising the amount of compensation and adopting a new Scope of Work for fiscal year 2017-2018.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the Contract, the Parties agree to amend the Contract as follows:

1. Section 2 Compensation is amended to read as follows:
 2. Compensation: town shall compensate Chamber in the amount of fifty-five thousand dollars (\$_____) for Services delineated and defined in this Second Amendment.
2. Section 3 Scope of Services is amended to read as follows:
 - 3.1 Chamber Responsibilities. Chamber agrees to use funds received from Town to provide Visitor Center and services ("Scope of Services"), as set forth in **Exhibit A**, which is attached hereto and incorporated herein and to use the funds from the Town for those purposes only. Chamber also agrees to maintain accurate financial records to enable Town to verify that the funds provided under this Agreement are expended in accordance with this Agreement. Chamber shall be responsible for compliance with all applicable federal, state and local laws and regulations.

3.2 Town Responsibilities. Town shall:

3.2.1 Pay the match portion (a total of \$3,000.00 in total) of the match grant received by Chamber from the Arizona Office of Tourism m for the 2017-2018 fiscal year.

* * *

3. The "Provisions of Agreement FY 16-17 Scope of Services", attached to the First Amendment as Exhibit B, is hereby superseded and replaced by the "Scope of Services, Fiscal Year 2017-2018", attached to this Second Amendment as Exhibit A.

4. New Section 15 Non-Boycott of Israel is added to read as follows:

15. Non-Boycott of Israel. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Contract and any amendments thereto, that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

Except as amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, effective October 13, 2015 and the First Amendment thereto, which shall become effective retroactively to July 1, 2017.

THE TOWN OF CHINO VALLEY

Chino Valley Chamber of Commerce

By: _____
Darryl Croft, Mayor

By: _____
Arlene Alen, CEO

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
Scope of Services
Beginning Fiscal Year 2017-2018

For the consideration provided in the Second Amendment, Chamber shall provide the following Services:

1. Visitor Center

The Chamber will maintain and staff the Visitor Center located within the Town limits. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism ("AOT") to be a State-designated Local Visitor Information Center ("LVIC"). The Visitor Center will be open to the public during normal working hours and staffed adequately to answer all correspondence, telephone, e-mail, or walk-in inquiries for general information relating to Chino Valley. The Visitor Center will be closed on posted Chamber holiday observances; however, a 24/7 kiosk on Chamber premises will be available with community information.

2. Promotion / Marketing

The Chamber will continue or begin the following promotion and marketing activities:

- a. Distribute relocation / community guides and maps of the Chino Valley area in coordination with the Town and its GIS division and / or other sources, some of which sources may be members of the Chamber, including "Lunar Cow", which has become a Chamber member.
- b. Provide an opportunity for the Town to host one "Talk of the Town – Chino Valley," radio show per month.
- c. Maintain "Platinum Sponsorship" for the Town of Chino Valley at all Chamber events.
- d. Continue to expand Visitor Center services and act as resource to visitors and persons who are planning to or have relocated to the area or open a small business in the area.
- e. Continue to work with the AOT office in administering the AOT grant, if approved, and producing banner ads, using the 12 month format.
- f. Continue to promote and work to expand the "Shop Local" program in conjunction with Prescott and Prescott Valley.
- g. Continue to promote and enhance the Chamber's Small Business Saturday Campaign.
- h. Ensure that all promotional and printed materials created and distributed by the Chamber with funds from the Town contain a statement recognizing and acknowledging that funding has been provided from the Town for such documents.

3. Economic Development

In order to maintain fairness between the industries and retail businesses inside the Town, the Chino Valley Chamber of Commerce shall practice the concept of being community focused. The Chamber's mission is to serve the interests of local businesses which advocating business advancement, economic vitality and job creation for the benefit of Chino Valley and our region.

The Chamber will continue or begin the following economic development activities:

- a. Coordinate with Town and other economic development organizations including Northern Arizona Council of Governments, Prescott Valley Economic Development Foundation, Greater Prescott Regional Economic Partnership, and Yavapai College to represent the Chino Valley business sector and to foster business development in the Town.
- b. Work with the Town in economic development efforts, focusing on opportunities to increase jobs and if possible, enhance the balance of the retail businesses, restaurants, nightlife, and social activities to attract families, visitors, and residents to live and shop in Chino Valley.
- c. Conduct workshops and classes, survey community or businesses on topics benefitting or of interest to the business community, utilizing technology or social media, communicate those findings and structure classes to address same.
- d. In conjunction with the Town, Yavapai College, and other organizations, incorporate a Small Business Resource Center ("SBRC") at the Chamber. Through the SBRC, assist small businesses navigating through the start-up processes, which may include partnering with the Town's Development Services and Public Works departments regarding permitting and licensing processes, or assisting the small businesses with various state or federal agencies.

4. Partnering with the Town

In addition to the scope of work listed above, the Chamber further agrees, through its partnership with the Town, to perform the following functions:

- a. Give Quarterly reports to the Chino Valley Town Council.
- b. Upon request, the Chamber Board will participate in an annual joint meeting with the Town Council.
- c. With the Town, jointly conduct a "Citizen's Academy" annually.
- d. Upon request, the Chamber Chief Executive Officer will meet with new Town Councilmembers, at the CVACC facility to provide the incoming Councilmembers with information about the Chamber's activities and work on behalf of the Town as set forth in this Agreement and other matters related to the Town's economic development.
- e. In conjunction with the Town's technology department, where appropriate, explore the feasibility of the following:
 - 1. Integrating event calendars;
 - 2. Linking websites;
- f. Continue to develop concepts and implementation strategies for Town and Chamber events. Efforts will include leveraging some existing, recurring events to increase the intensity of such events as well as enhance visitation and tourism; promotion and contact with local businesses, regardless of membership status, to explore and facilitate expansion of recurring events.
- g. Produce CVACC Fall Fest and Chino Valley Heritage Festival in the spring, respectively, as Community Development events, and participate at some level in Town events. Participation in Town events can include inclusion on calendar, website, e-mail blasts, and other levels of participation.
- h. Where appropriate, participate in Town planning efforts such as General Plan updates and amendments to Town Codes and Ordinances and solicit feedback from the business sector on such proposed amendments.
- i. Participate, as an active member, in the Town's Economic Development Committee.

- j. As appropriate, provide feedback on project proposals brought before the Town Council for consideration or approval.
- k. As appropriate and as resources are available, work with the Town's Recreation department to enhance resources and communication, with the Town continue to work towards streamlining Town and Chamber events to be more cohesive and joint.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 07/25/2017

Contact Person: Richard Straub, Interim Public Works Director/Town Engineer
Phone: 928.636.2646 x-1308

Department: Public Works

Item Type: Action Item

Estimated length 10 minutes

of staff presentation:

Physical location of item: Road 2 South & SR89

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering and Surveying, Inc. for Road 2 South & SR 89 Drainage Improvements, in an amount not to exceed \$13,710.00.

RECOMMENDED ACTION:

Move to approve Agreement for Professional Consulting Services with Lyon Engineering and Surveying, Inc. for design and contract administration services for drainage improvements, in an amount not to exceed \$13,710.00.

SITUATION AND ANALYSIS:

Issue Statement

Road 2 South at SR 89 has had a drainage issue for several years due to new upstream construction. This problem was identified in the Town wide drainage study done about six years ago and is currently on the approved Yavapai County Flood Control District project list for construction.

The proposed project will not solve the flooding problem but will eliminate the current ponding in the road and business driveway. The proposed improvement will consist of a new storm sewer inlet and culvert to the existing ADOT drainage basin. A storm sewer easement will be required. A construction contract will be advertised after completion of the design work and easement acquisition.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact**Fiscal Impact?:** Yes**If Yes, Budget Code:** 05-90-5515**Available:** \$13,710**Funding Source:**

Project will be paid for with Yavapai County Flood Control District Funds.

AttachmentsRoad 2 South Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (Architects and Engineers)

THIS Agreement is entered into as of this ___ day of _____, 2017, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and Lyon Engineering & Surveying, Inc., hereinafter referred to as the "A/E."

FOR THE PURPOSE of providing professional consulting services for the Town on the Road 2 South & SR89 Drainage Project, hereinafter referred to as the "Project," Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, Town engages the A/E to render professional architect or engineering services, as applicable, set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The A/E shall do, perform and carry out the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A. The A/E shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the A/E.

1.3.1 A/E shall provide sufficient qualified personnel, upon reasonable notice to perform any and all Services, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. A/E agrees and acknowledges that it is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by A/E pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Section 2.

1.3.2 A/E hereby agrees that the documents and reports prepared by A/E will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by A/E shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to A/E's Services.

1.3.4 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.5 A/E shall designate Scott Lyon, as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of Town.

1.3.6 A/E's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.7 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.

1.3.8 A/E shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.9 A/E shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. A/E shall provide and pay for and insure for all equipment necessary for the Services.

1.3.10 A/E shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. A/E shall pay all applicable taxes. A/E shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. A/E shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Richard Straub, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from August 1, 2017 through August 1, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than August 1, 2018.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by A/E, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$13,710.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the A/E's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the A/E for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the A/E of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein; nor shall A/E provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. A/E agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. A/E's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, A/E shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 A/E's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent A/Es, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

4.11.3 Vehicle Liability: A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this

paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : A/E shall maintain Products and Completed Operations Insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: A/E shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in A/E’s name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to A/E pursuant to this Agreement.

4.11.6 Workers’ Compensation Insurance: A/E shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of A/E’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, A/E shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the A/E, its subcontractors, employees or any other persons used by A/E or its subcontractors (hereinafter collectively “A/E”) related to the Services in the performance of this Agreement. A/E’s duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by A/E’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by A/E or used by A/E in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E shall reasonably cooperate with Town in the Town’s defense of those issues related to A/E’s Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the A/E, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the A/E to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to A/E for Services performed through the date of termination, A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by A/E in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by A/E in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to A/E upon Termination. If the Agreement is terminated, Town shall pay A/E for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by A/E for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by A/E of A/E's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. A/E agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of A/E involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to A/E of intent to examine, and done within normal business hours at the mutual convenience of Town and A/E.

7.3 Ownership of Document and Other Data. The Town acknowledges the A/E's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the A/E, or, in the event of termination, payment in full of all monies due to the A/E at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the A/E. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subcontractors (collectively, A/E) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that A/E will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. A/E agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between A/E and Town, and Town will not be liable for any obligation incurred by A/E, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: A/E shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

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

7.7 A/E, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. A/E will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by A/E within this Agreement are for the exclusive use of Town and A/E shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.10 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.11 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Town.

7.12 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

A/E:

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

Scott Lyon
Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 85301

The address may be changed from time to time by either party by serving notices as provided above.

7.13 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.14 Corporate Protection. It is intended by the parties to this Agreement that the A/E's services in connection with the Project shall not subject the A/E's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the A/E and not against any of the A/E's individual employees, officers or directors.

7.15 Non-Boycott of Israel. A/E certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the A/E, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay A/E all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of A/E, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, A/E may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 Interest of A/E. A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to A/E from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and A/E have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Darryl Croft, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

A/E

By: _____
Its: _____

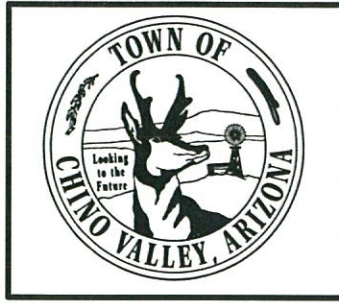
**EXHIBIT A
SCOPE OF WORK
FOR DESIGN-BID-BUILD PROJECT**

A. GENERAL

1. The Project is generally described as follows: Design drainage improvements on Road 2 South.
2. A/E shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by A/E under this Contract. A/E shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. Reserved.
4. A/E shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to Town for inclusion in the overall Project documentation.
5. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
6. All designs and specifications prepared by A/E shall comply with applicable engineering and design standards, including the Americans with Disabilities Act, as determined by permitting agencies.
7. If A/E provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and contract documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by A/E.
8. Time is of the essence in this contract.

See Engineer's proposal dated 5/1/2017, attached to this Exhibit A

- B. PRE-DESIGN PHASE**
- C. DESIGN PHASE**
- D. BIDDING PHASE**
- E. CONSTRUCTION PHASE**
- F. POST CONSTRUCTION PHASE**



LYON ENGINEERING & SURVEYING, INC.

SCOPE OF WORK

ROAD 2 SOUTH &

SR89 DRAINAGE

IMPROVEMENTS

MAY 1, 2017





**Road 2 South – SR89
Drainage Improvements**



**Road 2 South – SR89 Drainage Improvements
Scope of Work**

OVERVIEW	2
BASIC SERVICES	3
TASK SERIES 2000 ROAD 2 SOUTH – SR89 DRAINAGE IMPROVEMENTS	3
TASK 2100 DESIGN PLANS.....	3
<i>Subtask 2150 Final Plans</i>	<i>3</i>
<i>Subtask 2155 Bid Tab, Specifications, and Special Provisions</i>	<i>3</i>
TASK SERIES 4000 POST DESIGN SERVICES	3
TASK 4100 PRE-CONSTRUCTION ACTIVITIES.....	3
<i>Subtask 4110 Coordinate and Conduct Pre-Bid Meeting</i>	<i>3</i>
<i>Subtask 4120 Bid Review and Recommendation of Award.....</i>	<i>3</i>
<i>Subtask 4130 Coordinate and conduct Pre-Construction Meeting</i>	<i>4</i>
<i>Subtask 4140 Submittal Review and Approval</i>	<i>4</i>
TASK 4200 CONSTRUCTION ACTIVITIES	4
<i>Subtask 4210 Construction Staking and Surveying</i>	<i>4</i>
<i>Subtask 4220 Construction Observation</i>	<i>4</i>
<i>Subtask 4230 Construction Administration</i>	<i>5</i>
<i>Task 4300 Post-Construction Activities.....</i>	<i>5</i>
<i>Subtask 4310 Punch List and Substantial Completion.....</i>	<i>5</i>
<i>Subtask 4320 Final Project Walk Through.....</i>	<i>5</i>
<i>Subtask 4330 Project Certification and Final Acceptance</i>	<i>5</i>
<i>Subtask 4340 As-Built Survey and Record Drawings</i>	<i>6</i>
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SCOPE ASSUMPTIONS.....	6

Appendices

Appendix A – Consultant Fees



**Road 2 South – SR89
Drainage Improvements**



Overview

Lyon Engineering has been requested to provide a revised Scope of Services and Fee estimate for the improvements at Road 2 South and SR89. Design services for the Town of Chino Valley (Town) CVUSD School Site Traffic Improvements Project (Project) will be performed by Lyon Engineering & Surveying, Inc. (Engineer)

The scope of work associated with this project is based on a series of tasks as follows:

- Basic Services
 - Task Series 1000, Project Management
 - Task Series 2000, Road 2 South – SR89 Drainage Improvements
- Post Design Services
 - o Task Services 4000, Post Design Services
- Other Direct Costs

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Update the current Road 2 South – SR89 Drainage Improvement plans. The plan update will include updated MAG/Quad. City details, and the engineers seal.
- Preparation of construction specifications, bid tab, and bidding instructions.
- Prepare pre-bid meeting, minutes, and addendums as required.
- Post design services including field inspection, quality assurance testing, and construction staking.

The Town will provide the following to the Engineer:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required legal descriptions.
- Furnish information regarding the Town's utilities (existing and/or proposed) near the project site.
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from utility companies. Authorization will not include decision-making by Engineer.



Basic Services

Task Series 2000 Road 2 South – SR89 Drainage Improvements

Task 2100 Design Plans

Subtask 2150 Final Plans

Lyon Engineering will revise the final plan set provided to the Town of Chino Valley to include only the improvements located on Road 2 South west of SR89. The plan updates will include revised MAG/Quad. City details and revisions.

➤ Deliverables:

- Three (3) 22" x 34" copies of the Final Design Plan Set
- Three (3) copies of the total estimated quantities and Engineers Cost Estimate

Subtask 2155 Bid Tab, Specifications, and Special Provisions

Lyon Engineering will provide a final bid tabulation and final specifications based on the Town boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer. The final special provisions will include provisions for the restoration of private property infrastructure as necessary. This scope item includes iterative comment/review rounds with the Town as necessary to produce the final bid document packet. This task includes the Engineer providing support to the Town up to and including the pre-bid meeting with prospective contractors.

Task Series 4000 Post Design Services

Task 4100 Pre-Construction Activities

This task includes the preparation of the bid tabulation sheet that will be included in the Town's bid package. Town standard specifications and special provisions will be prepared specific this project. Addendums to the bid tab and special provisions based on pre-bid RFI's and responses are included in this task.

Subtask 4110 Coordinate and Conduct Pre-Bid Meeting

This task includes preparation of the pre-bid meeting agenda, attendance at the pre-bid meeting to answer questions and take notes, and preparing the pre-bid meeting minutes and notes.

Subtask 4120 Bid Review and Recommendation of Award



**Road 2 South – SR89
Drainage Improvements**



This task includes the review of contractor's bids to determine conformance with the bid documentation and the apparent qualified low bidder for recommendation to the Town.

Subtask 4130 Coordinate and conduct Pre-Construction Meeting

This task includes coordinating and conducting a pre-construction meeting with Town Staff, the general contractor, and private utility companies. A meeting agenda and meeting minutes will be prepared.

Subtask 4140 Submittal Review and Approval

This task includes the review, response, and approval of the shop drawing packet submitted by the general contractor to ensure conformance of the proposed construction materials with the project plans and specifications.

Task 4200 Construction Activities

Subtask 4210 Construction Staking and Surveying

The Engineer will provide the following survey services for Lyon Engineering's proposed improvements only, including construction stakes, lines and grades in conformance with the project specifications, as follows:

1. Locate, check and confirm control. Provide project control. Collect and calculate survey data, as needed.
2. Provide limits for clearing and grubbing and limits of removals.
3. Provide vertical and horizontal control for staking of drainage improvements.

Subtask 4220 Construction Observation

The Engineer will provide a qualified construction observer and perform construction observation as follows:

1. Observation & Coordination: Develop working relationships and act as the liaison for the Town with the general contractor on a limited basis with focus on the sewer installation and turf reinforcement mat installation. Conduct limited on-site construction observation site visits to monitor the progress and process of ongoing and completed construction work on an as-needed basis to determine and certify compliance in accordance with the construction contract documents. Town staff is anticipated to be on-site daily to observe the majority of the earthmoving operation.
2. Weekly Construction Meeting: One (1) weekly regularly scheduled construction progress meeting (eight (8) in total) will be conducted with interested parties including Town Staff, the general contractor, and private utilities to provide coordination and to verify Contractor's understanding of each aspect of the work during the duration of construction. Project progress and issues will be identified



**Road 2 South – SR89
Drainage Improvements**



and documented. Meeting notes for each meeting will be prepared and distributed to all concerned parties.

Subtask 4230 Construction Administration

The Engineer will provide construction administration for the project as follows:

1. Quality Control (QC) Testing Review: Collect and review test results from the contractor's Quality Control firm.
2. Professional Design Support: During construction, provide professional services to facilitate and enable construction to be accomplished in conformance to the construction drawings, specifications, and other contract documents. Clarify and/or interpret construction contract documents, when requested by the contractor and/or the Town.
3. RFI Review: Consider, evaluate and notify the Town of changes and/or alterations believed to be in the Town's best interest, due to actual field conditions encountered, etc. Provide supporting detail, including sketches and revised construction drawings, if needed, of the proposed change(s). Prepare and process any change orders, and/or any field orders that may be required. Issue instructions from the Town to the Contractor. Resolve issues in the best interests of the Town. Make recommendations to the Town on corrective actions or contractual measures that may be exercised by the Owner.
4. Contractor's Progress Payments: Review progress payments, based on degree of completion of the work. Prepare cover letter for the Progress Payment, recommending issuance of such payment(s) by the Town.

Task 4300 Post-Construction Activities

Subtask 4310 Punch List and Substantial Completion

The Engineer will Perform field observations with Town and General Contractor personnel and develop the "punch list" of deficiencies and incomplete work. Coordinate with Town and General Contractor to ensure completion and satisfaction of punch list items.

Subtask 4320 Final Project Walk Through

Conduct a final inspection to ensure and verify all punch list items were completed and the project conforms to the intent of the plans and specifications.

Subtask 4330 Project Certification and Final Acceptance

Upon the contractor's completion of all punch list items and final walk-through, prepare an "Engineer's Certification" for acceptance of all completed work.



**Road 2 South – SR89
Drainage Improvements**



Subtask 4340 As-Built Survey and Record Drawings

Field surveys to collect measurements of completed construction items after completion of the final walk through. Determine final contract quantities. Excavation quantity and channel final grades will not be verified or as-built. Prepare and certify reproducible "Record Drawings" (one set of the scanned or digitally recorded images in Town-approved formats) showing the "as-built" condition of the work for submission to the Town for their permanent records. Submit final project as-built CAD file to the Town in DWG or DXF format.

Other Direct Costs

Copying and Courier

The Engineer has added this item to cover various printing costs of concept maps, plan sets, and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Scope Assumptions

1. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
2. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
3. The Town will attend all meetings and negotiate easement purchases with private stakeholders without the Engineer.
4. No potholing of existing utilities will be necessary for this project.
5. Bid document reproduction and distribution costs will be paid by the Town.

EXHIBIT 'A'

		Town of Chino Valley Road 2 South - SR89 Drainage Improvements							Fee Proposal Lyon Engineering & Surveying, Inc. 7/11/2017	
Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		\$ 150	\$ 85	\$ 125	\$ 125	\$ 140	\$ 75	\$ 60		
Task Series 2000	CVUSD School Site Traffic Improvements									
Task 2100	Design Plans									
Subtask 2150	Final Design Plans		4	1	4	1			10	\$ 1,105
Subtask 2151	Legal Description for Drainage Infrastructure		6	2		1			9	\$ 900
Subtask 2155	Bid Tab, Specifications, and Special Provisions				8	2			10	\$ 1,280
Task Series 2000 Subtotal		0	10	3	12	4	0	0	29	\$ 3,285
Task Series 4000	Post Design Services									
Task 4100	Pre-Construction Activities									
Subtask 4110	Coordinate and Conduct Pre-Bid Meeting				4	4			8	\$ 1,060
Subtask 4120	Bid Review and Recommendation of Award				3	3			6	\$ 795
Subtask 4130	Coordinate and Conduct Pre-Construction Meeting				4	4			8	\$ 1,060
Subtask 4140	Submittal Review and Approval				4	4			8	\$ 1,060
Task 4200	Construction Activities									
Subtask 4210	Construction Staking and Surveying	6	3			1			10	\$ 1,295
Subtask 4220	Construction Observation						15		15	\$ 1,125
Subtask 4230	Construction Administration				4	4			8	\$ 1,060
Task 4300	Post-Construction Activities									
Subtask 4310	Punch List and Substantial Completion				4	1			5	\$ 640
Subtask 4320	Project Certification and Final Acceptance				4	2			6	\$ 780
Subtask 4330	As-Built Survey and Record Drawings	4	2			2			8	\$ 1,050
Task Series 4000 Subtotal		10	5	0	27	25	15	0	82	\$ 9,925
Task Series 1000 through 4000 Subtotal		10	15	3	39	29	15	0	111	\$ 13,210
Other Direct Costs										
Copying and Courier										\$ 500
Other Direct Costs Subtotal										\$ 500
Contract Total										\$ 13,710

Labor Codes Legend:

GPS - GPS Survey Crew, STCH - Survey Technician, SMGR - Survey Manager, ENG - Project Engineer, PE - Principal Engineer, INSP - Inspection, CLER - Clerical

EXHIBIT B
A/E'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
SCHEDULE OF SERVICES

See Engineer's proposal dated 5/1/2017, attached to Exhibit A

EXHIBIT D PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to A/E, as provided herein shall be in full compensation for all of A/E's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the A/E's hours and fee estimate for the Project. A/E's fee shall not exceed the amounts:

Description	Amount
-------------	--------

See Engineer's proposal dated 5/1/2017, attached to Exhibit A

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the A/E within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the A/E in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the A/E's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs *(See Engineer's proposal dated 5/1/2017)*

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E **CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN		[]
A/E	[]	
OTHER		[]

PROJECT: _____ DATE: _____

OWNER: Town of Chino Valley

A/E:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and A/E.

Signature of A/E indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

A/E
By _____

Town of Chino Valley
By _____

Date _____

Date _____

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 07/25/2017
Contact Person: Richard Straub, Interim Public Works Director/Town Engineer
 Phone: 928.636.2646 x-1308
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with Civiltec Engineering, Inc. for Road 1 East from Road 3 South to Kalinich Ave. and three related connector roads to SR 89. (Richard Straub, Interim Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Move to approve agreement for Professional Consulting Services with Civiltec Engineering, Inc. for design services for Road 1 East from Road 3 South to Kalinich Ave and three connector roads to SR 89 in the amount of \$59,958.00

SITUATION AND ANALYSIS:

Issue Statement

When the new four lane section of SR 89 was built, the Town of Chino Valley and ADOT agreed the Town would build Road 1 East from Road 3 South to Kalinich Ave. and construct three connecting roads from Road 1 East to SR 89. The purpose of these new roads is to provide an alternate access for any traffic blockage on SR 89. ADOT supplied millings from the SR 89 project to assist the Town in the construction of these roads.

The majority of the right of way has been obtained and construction work should begin immediately after completion of the road/drainage design.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5512

Available: \$59,958

Funding Source:

The Town budgeted to use Road Impact Fees for this project.

Attachments

Civiltec Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (Architects and Engineers)

THIS Agreement is entered into as of this ___ day of _____, 2017, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Civiltec Engineering, Inc., hereinafter referred to as the “A/E.”

FOR THE PURPOSE of providing professional consulting services for the Town on the Road 1 East Project, hereinafter referred to as the “Project,” Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, Town engages the A/E to render professional architect or engineering services, as applicable, set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The A/E shall do, perform and carry out the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. The A/E shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the A/E.

1.3.1 A/E shall provide sufficient qualified personnel, upon reasonable notice to perform any and all Services, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. A/E agrees and acknowledges that it is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by A/E pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Section 2.

1.3.2 A/E hereby agrees that the documents and reports prepared by A/E will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by A/E shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to A/E’s Services.

1.3.4 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.5 A/E shall designate Chris Dusza, as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of Town.

1.3.6 A/E's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.7 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.

1.3.8 A/E shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.9 A/E shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. A/E shall provide and pay for and insure for all equipment necessary for the Services.

1.3.10 A/E shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. A/E shall pay all applicable taxes. A/E shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. A/E shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Richard Straub, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from August 1, 2017 through August 1, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than August 1, 2018.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by A/E, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$59,958.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the A/E's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the A/E for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the A/E of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein; nor shall A/E provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. A/E agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. A/E's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, A/E shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by A/E's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be A/E's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 A/E's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent A/Es, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

4.11.3 Vehicle Liability: A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : A/E shall maintain Products and Completed Operations Insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: A/E shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in A/E's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to A/E pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: A/E shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of A/E's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, A/E shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the A/E, its subcontractors, employees or any other persons used by A/E or its subcontractors (hereinafter collectively "A/E") related to the Services in the performance of this Agreement. A/E's duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by A/E's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by A/E or used by A/E in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E shall reasonably cooperate with Town in the Town's defense of those issues related to A/E's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the A/E, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the A/E to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to A/E for Services performed through the date of termination, A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by A/E in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by A/E in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to A/E upon Termination. If the Agreement is terminated, Town shall pay A/E for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by A/E for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by A/E of A/E's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. A/E agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of A/E involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to A/E of intent to examine, and done within normal business hours at the mutual convenience of Town and A/E.

7.3 Ownership of Document and Other Data. The Town acknowledges the A/E's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the A/E, or, in the event of termination, payment in full of all monies due to the A/E at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the A/E. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subcontractors (collectively, A/E) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that A/E will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. A/E agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between A/E and Town, and Town will not be liable for any obligation incurred by A/E, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: A/E shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

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

7.7 A/E, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. A/E will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by A/E within this Agreement are for the exclusive use of Town and A/E shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.10 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.11 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Town.

7.12 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

A/E:

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

Chris Dusza
Civiltec Engineering, Inc.
2054 N. Willow Creek Road
Prescott, AZ 86301

The address may be changed from time to time by either party by serving notices as provided above.

7.13 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.14 Corporate Protection. It is intended by the parties to this Agreement that the A/E's services in connection with the Project shall not subject the A/E's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the A/E and not against any of the A/E's individual employees, officers or directors.

7.15 Non-Boycott of Israel. A/E certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the A/E, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay A/E all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of A/E, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, A/E may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 Interest of A/E. A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

A/E shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to A/E from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and A/E have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Darryl Croft, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Phyllis Smiley, Town Attorney
Gust Rosenfeld P.L.C.

A/E

By: _____
Its: _____

**EXHIBIT A
SCOPE OF WORK
FOR DESIGN-BID-BUILD PROJECT**

A. GENERAL

1. The Project is generally described as follows: Provide engineering and survey services as listed in Engineer's Proposal dated 6/27/2017, a copy of which is attached to this Exhibit A.
2. A/E shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by A/E under this Contract. A/E shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. Reserved.
4. A/E shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to Town for inclusion in the overall Project documentation.
5. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
6. All designs and specifications prepared by A/E shall comply with applicable engineering and design standards, including the Americans with Disabilities Act, as determined by permitting agencies.
7. If A/E provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and contract documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by A/E.
8. Time is of the essence in this contract.

B. PRE-DESIGN PHASE

Discuss water line issues with City of Prescott.

C. DESIGN PHASE

Provide engineering plans/and right of way survey for construction by Town Forces.

D. BIDDING PHASE

N/A

E. CONSTRUCTION PHASE

Provide construction survey.

F. POST CONSTRUCTION PHASE

N/A



June 27, 2017

Town of Chino Valley
Attn: Mr. Richard Straub, PE
Public Works Director
1982 Voss Drive
Chino Valley, AZ 86323

Subject: Professional Engineering and Surveying Services for Road 1 East, Gheral Brownlow Drive, Road 4 ½ South and Kalinich Avenue

Dear Mr. Straub:

Civiltec Engineering, Inc. is pleased to provide you with the following Scope of Services for the project.

Project Understanding

There are 4 components to this road improvement project:

1. Road 1 East from Road 3 South to Kalinich Avenue (~6,800 LF)
2. Gheral Brownlow Drive from Hwy 89 ROW to Road 1 East (~1,600 LF)
3. Road 4 ½ South from Hwy 89 ROW to Road 1 East (~1,250 LF)
4. Kalinich Avenue from Hwy 89 ROW to Road 1 East (~750 LF)

The total length for this road improvement project includes approximately 10,400 LF.

The roadway improvements will include 2-12 foot lanes with 2 foot minimum unpaved shoulders. Paving improvements will likely include a chip seal over AB or millings. If possible, we will utilize the existing stockpile of millings adjacent to Road 1 East. The final paving section will be per the recommendation of the Town of Chino Valley and its geotechnical engineer.

Autumn Wash crosses SR 89 south of Road 4 ½ South. It impacts Road 4 ½ South and Gheral Brownlow Drive. Proposed improvements at these locations will include low water crossings (fords or vented fords). They will not be designed to convey a particular storm event.

Road 1 East Road Improvement Project

There is an existing irrigation ditch that crosses Road 1 East and Gheral Brownlow Drive several times. The proposed drainage improvements at these locations will have at least the same capacity as existing conditions.

All of the right-of-way (ROW) for the proposed improvements has been obtained by the Town. No services associated with ROW acquisition are needed.

No permitting services will be needed for this project.

No post design services will be needed for this project.

Additional services, if needed can be added by a written contract addendum.

Road 1 East Road Improvement Project

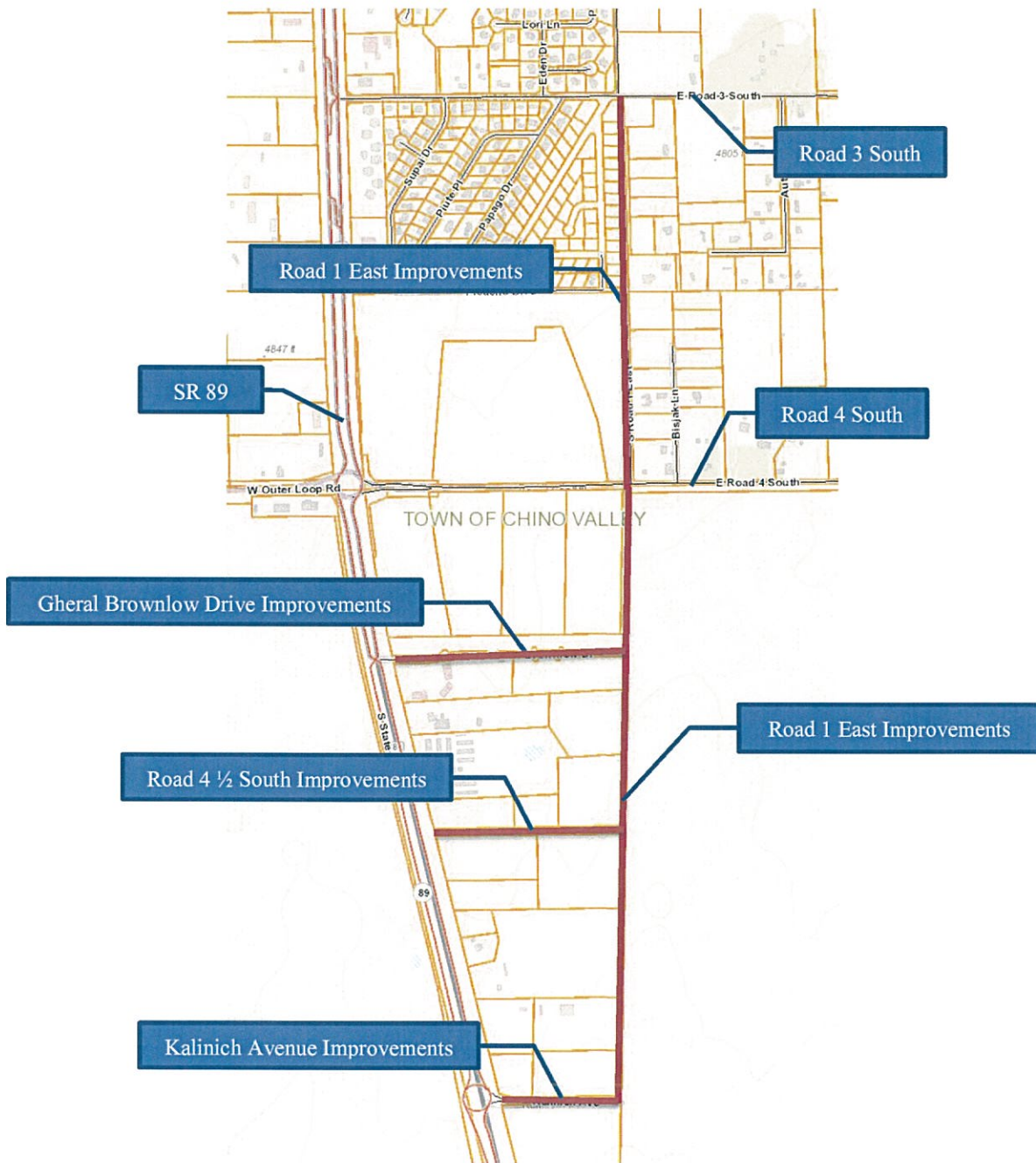


Figure 1. Project Limits

Road 1 East Road Improvement Project

Scope of Services

Phase 1 – Design Services

Task 1 – Kickoff Meeting: Civiltec will schedule a Kickoff Meeting with the Town of Chino Valley to discuss the project. The meeting will be held at the Town's offices. We will review the project limits, approach, objectives, and schedule. Known geotechnical, land, and any other project constraints or concerns should be presented at this meeting. Up to 2 Civiltec staff members will attend this meeting. A meeting agenda and sign-in sheet will be prepared for the meeting and meeting minutes distributed after the meeting.

Task 2 – Supplemental Design Field Survey: Civiltec will provide field survey along the proposed street alignments to supplement the existing topographic mapping and aerial imagery. We will detail relevant existing improvements within the project improvement areas. We will survey the existing millings stock pile near Road 1 East and estimate the available quantity of millings for project use.

Prior to the survey, we will call in a Blue Stake request in the project area. The survey will include all Blue Stake markings. Potholing is assumed to be provided by the Town and coordinated with Civiltec for surveying the potholed locations.

Task 3 – Base Map Preparation: All project plans will be developed using Town provided mapping and imagery. The mapping will be supplemented with field survey.

Based on field survey, we will prepare a project base map showing existing utility locations, improvements, easements, and right of way.

Task 4 – Utility Research: This task will include the following research:

- Utility company facility maps for the project area
- As-built information for utilities
- GIS records of utility locations

Task 5 – Utility Company Coordination: Civiltec will provide utility coordination with each respective local utility company. We will coordinate utility relocations with the utility companies as necessary.

The City of Prescott has a 36" transmission water main in the project area. There are 2 concrete vaults along Road 1 East, one at the high point between 3S and 4S, and the one at the intersection of Road 1 East and Road 4 South. At this time, it is not known if improvements to protect the water utility will be needed. Therefore, design services for water utility improvements, relocations, and/or protection are not included in this scope and fee estimate.

Task 6 – 75% Preliminary Construction Plans: Civiltec will prepare 75% Preliminary Construction Plans using AutoCAD Civil 3D Version 2017 (plan and profile sheets). The plans will be prepared at a horizontal scale of 1-inch = 40 feet (plan view) and a vertical scale of 1-inch = 4

Road 1 East Road Improvement Project

feet (profile view). The 75% Preliminary Construction Plans will include the proposed road alignments in plan and profile, title sheet, note sheet, vicinity and location map, abbreviations, legend, utility contacts, survey control, easements, property lines, rights-of-way, typical sections, Autumn Wash crossing details, and pertinent topographic survey data. The 75% Preliminary Construction Drawings will be provided to the Town of Chino Valley and the utility companies for review.

Task 7 – 75% Preliminary Cost Estimate: Civiltec will prepare a 75% Preliminary Construction Cost Estimate based on the 75% preliminary design. The cost estimate will be provided to Town of Chino Valley for review.

Task 8 – Staking: Civiltec will provide 2 sets of finished surface road centerline stakes and 2 sets of low water crossing culvert invert and headwall stakes (initial and restake) for the proposed improvements for the use of the Town of Chino Valley.

Civiltec's estimated fee for the project including sub consultants based on the above scope of services is \$59,958.00. A man hour breakdown per task is attached.

Thank you for the opportunity to work with the Town of Chino Valley. We are excited about this project and can begin work immediately.

Please contact me if you have any questions or concerns.

Sincerely,
CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Dusza', with a stylized flourish at the end.

Chris Dusza, PE, CFM
Vice President

W:\Proposals\2017 Proposals\Phoenix Proposals\PX17005.00-Road 1 East\Road 1E R2.docx

Road 1 East											
Town of Chino Valley											
Man Hour and Fee Breakdown											
Date:	27-Jun-17										
	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	Subconsultant	TOTAL
	PIC	PM	PE	SE	D	DD	2MS	SLS	CO		COST
RATE (AZ 2018)	\$ 188.00	\$ 155.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 165.00	\$ 120.00	\$ 105.00	Cost	
Phase 1 Design Services											
Task 1 - Kickoff Meeting	4	4									\$ 1,372.00
Task 2 - Supplemental Design Field Survey			4				24	4			\$ 5,000.00
Task 3 - Base Map Preparation		4	8			32		20			\$ 7,600.00
Task 4 - Utility Research		2	4			12					\$ 2,190.00
Task 5 - Utility Company Coordination		4	16			16					\$ 4,620.00
Task 6 - 75% Preliminary Construction Plans	10	32	72			72		12			\$ 27,408.00
Task 7 - 75% Preliminary Cost Estimate	1	4	8								\$ 1,628.00
Task 8 - Staking							52	10			\$ 6,785.00
HOURS	21	50	112	0	0	132	76	46	0	\$0.00	437
BUDGET	\$ 3,948.00	\$ 7,750.00	\$ 15,680.00	\$ -	\$ -	\$ 14,520.00	\$ 12,540.00	\$ 5,520.00	\$ -	\$0.00	\$ 59,958.00

Civltec Project Manager

Chris Duza



Prepared by CIVLITEC ENGINEERING 6/27/2017

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EXHIBIT B
A/E'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
SCHEDULE OF SERVICES

See Engineers Proposal dated 6/27/2017, attached to Exhibit A

EXHIBIT D PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to A/E, as provided herein shall be in full compensation for all of A/E's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the A/E's hours and fee estimate for the Project. A/E's fee shall not exceed the amounts:

Description	Amount
Lump Sum Fee	\$59,958.00

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the A/E within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the A/E in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the A/E's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs – N/A

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN		[]	
A/E	[]		
OTHER		[]	

PROJECT: _____ DATE: _____

OWNER: Town of Chino Valley

A/E:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and A/E.

Signature of A/E indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of _____

The new compensation under the Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

A/E

By _____

Date _____

Town of Chino Valley

By _____

Date _____