



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, AUGUST 11, 2020
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**
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. **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

- c. Report by Public Works Director/Town Engineer Frank Marbury regarding current status of capital projects.

5. **CONSENT AGENDA**

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

- a. **p.5** Consideration and possible action to adopt Ordinance No. 2020-884 adopting by reference the "Town of Chino Valley Procurement Policy, Dated August 11,2020"; and amending Town Code Title III Administration, Chapter 32 Finance and Revenue, as set forth in the "Town of Chino Valley Procurement Policy, Dated August 11,2020". (Joe Duffy, Administrative Services Director)
- b. **p.29** Consideration and possible action to approve the July 21, 2020, study session minutes.(Jami Lewis, Town Clerk)
- c. **p.35** Consideration and possible action to approve the July 28, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

6. **ACTION ITEMS**

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

- a. **p.45** Consideration and possible action to approve the Professional Services Agreement with Stroh Architecture Inc. for the Police Station 30% Schematic Design Services in the amount of \$148,057.00. (Chuck Wynn, Police Chief)

Recommended Action: Approve the Professional Services Agreement with Stroh Architecture Inc. for the Police Station 30% Schematic Design Services in the amount of \$148,057.00.
- b. **p.103** Consideration and possible action to approve a monetary donation toward the Yavapai County Fallen Officer Memorial. (Chuck Wynn, Police Chief)

Recommended Action: Approve a monetary donation, in the amount of \$2,500, toward the Yavapai County Fallen Officer Memorial.

7. **ADJOURNMENT**

**EXECUTIVE SESSION
TUESDAY, AUGUST 11, 2020
6:30 P.M.**

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

AGENDA

- 1. CALL TO ORDER; ROLL CALL**

- 2.** An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney regarding pending lawsuits. (Levie v. Chino Valley) (Andrew McGuire, Town Attorney)

- 3. ADJOURNMENT**

Dated this 6th day of August, 2020.

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.

Council meetings are live-streamed on Cable Channel 57, Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/88089355589>

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap: US: +13462487799,,88089355589# or +16699009128,,88089355589#

Webinar ID: 880 8935 5589

CERTIFICATION OF POSTING

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

Date: _____ Time: _____ By: _____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 08/11/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 2020-884 adopting by reference the "Town of Chino Valley Procurement Policy, Dated August 11,2020"; and amending Town Code Title III Administration, Chapter 32 Finance and Revenue, as set forth in the "Town of Chino Valley Procurement Policy, Dated August 11,2020". (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Consideration and possible action to adopt Ordinance No. 2020-884 adopting by reference the "Town of Chino Valley Procurement Policy, Dated August 11,2020"; and amending Town Code Title III Administration, Chapter 32 Finance and Revenue, as set forth in the "Town of Chino Valley Procurement Policy, Dated August 11,2020".

SITUATION AND ANALYSIS:

Town Staff has had difficulty receiving bids from vendors for items over \$25,000 and under \$50,000. By increasing the formal bidding requirement from \$25,000 to \$50,000, the Town can use a simplified "Request for Quotation" process. This process significantly reduces the amount of work a vendor is required to complete in order to submit a bid which should result in more vendors submitting bids.

The Finance Subcommittee met on January 14, 2020, to review proposed changes to the Town's Procurement Code. The Finance Subcommittee voted to approve the recommended changes.

Council met on July 21, 2020, to discuss the proposed changes and recommended forwarding them to a regular Council meeting for consideration.

Staff is also recommending several other changes to the Town's Procurement Code, including increasing the Town Manager's approval authority from \$25,000 to \$50,000.

The attached Procurement Policy Summary summarizes the proposed changes.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

ORD 2020-884

Procurement Summary

Redlined Comparison

New Procurement Code

ORDINANCE NO. 2020-884

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING BY REFERENCE THE “TOWN OF CHINO VALLEY PROCUREMENT POLICY, DATED AUGUST 11, 2020”; AND AMENDING THE CHINO VALLEY TOWN CODE TITLE III, ADMINISTRATION, CHAPTER 32, FINANCE AND REVENUE, TO DELETE AND REPLACE PORTIONS THEREOF AS SET FORTH IN THE “THE TOWN OF CHINO VALLEY PROCUREMENT POLICY, DATED AUGUST 11, 2020.”

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Procurement Policy of the Town of Chino Valley, Section 32.02 (Definitions), Section 32.03 (Council Approval; When Required), Section 32.04 (Emergency Purchases; Procedure), Section 32.05 (Purchases in General), Section 32.06 (Lowest Responsible Bidder), Section 32.07 (Performance and Payment Bonds), Section 32.08 (Exceptions) and Section 32.09 (Professional and Technical Services), by deleting the current text of such sections and replacing it with the August 2020 Procurement Policy (as defined below) relating the procurement of goods and services (the “Text Amendment”);

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

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

Section 2. The document entitled “Town of Chino Valley Procurement Policy, August 11, 2020” (the “August 2020 Procurement Policy”), of which one paper copy and one electric copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 are on file in the office of the Town Clerk and open for public inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the Town Clerk.

Section 3. The August 2020 Procurement Policy is hereby adopted by reference pursuant to ARIZ. REV. STAT. § 9-802.

Section 4. The Text Amendment, which is comprised of the August 2020 Procurement Policy, is hereby approved, and the Town Code of the Town of Chino Valley, Title III, Administration, Chapter 32, Finance and Revenue, Sections 32.02 through 32.09, are hereby amended by deleting the provisions thereof in their entirety and replacing them with the August 2020 Procurement Policy.

Section 5. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the code amendments adopted herein by reference, are hereby repealed.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the August 2020 Procurement Policy adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and the August 2020 Procurement Policy.

Section 7. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 11th day of August, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2020-884 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on August 11, 2020, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

Town of Chino Valley					
Procurement Policy Summary with proposed changes					
Purpose	Finance Director	Department Head Approval	Town Manager Approval	Mayor Approval	Council Approval Required
BUDGETED ITEMS	Approves all PO's over \$5,000 under \$50,000 prior to order	Division Managers may issue PO's up to \$5,000 \$10,000			ANYTHING OVER \$25,000 \$50,000
NON BUDGETED ITEMS (NOT CONTINGENCY)	Approves all PO's over \$5,000 \$10,000 prior to order, within approved department budget	Division Managers may issue PO's up to \$5,000 \$10,000 within approved department budget	Over \$5,000 \$10,000 less than \$25,000 \$50,000 prior to order within approved department budget		ANYTHING OVER \$25,000 \$50,000
ALL USES OF RESERVE FUNDS					COUNCIL APPROVES
ALL USES OF CONTINGENCY FUNDS			Up to \$25,000		COUNCIL APPROVES OVER \$25,000
DECLARATION OF "IN HOUSE" PROJECT					COUNCIL APPROVES
COUNCIL APPROVED "IN HOUSE" PROJECT EXPENDITURES					ANYTHING OVER \$50,000
Change Order Approval			Up to \$50,000		
EMERGENCY PURCHASES			Up to \$50,000	Mayor May Authorize	Full Report to Council at next regular meeting
CONTRACTING AUTHORITY		Under \$10,000 or \$50,000 if acting as Managers Designee	\$10,000 - \$25,000 Under \$50,000		ANYTHING OVER \$25,000 \$50,000
BIDDING					
Oral Bids		Less Than \$2,500 - \$10,000			
Informal Written Bids (3)		\$2,500 - \$10,000			
Written Bids (3)		\$10,000 - \$50,000	\$10,000 - \$25,000 \$50,000		
Competitive Sealed Bids Public Process					ANYTHING OVER \$25,000 \$50,000
EXCEPTIONS	Sole Source Provider Used Equipment Cooperative Purchasing Intergovernmental Agreements Professional Services Waiver by Town Council*	Must document in writing	Recommends to Council		COUNCIL APPROVES COUNCIL APPROVES COUNCIL APPROVES COUNCIL APPROVES COUNCIL APPROVES COUNCIL APPROVES

* Town Council may waive the requirements upon finding that doing so is in the best interest of the Town.

AMENDMENTS TO THE TOWN OF CHINO VALLEY
PROCUREMENT POLICY
AUGUST 11, 2020

§ 32.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BID. To offer goods or services to the ~~town~~Town in response to an oral or written request for bids or a formal invitation for bids.

BUSINESS. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

CONSTRUCTION. The process of building, altering, improving, demolishing or relocating any public structure or building, or other public improvements of any kind to any public real property. **CONSTRUCTION** does not include the routine operation, repair or maintenance of existing structures, buildings or real property.

CONTRACT. All types of ~~town~~Town agreements, regardless of what they may be called, for the procurement of goods, services or construction or the disposal of materials.

COOPERATIVE PURCHASE CONTRACT. A contract previously bid through a competitive process by another governmental entity, including purchases from the state bid list or from a purchasing cooperative.

EMERGENCY PURCHASE. Procurement when goods or services are needed for a situation where time is of the essence to provide for the health, safety or welfare of the public.

GOODS. Any materials, supplies, equipment, printing, insurance and leases of property and equipment.

IN HOUSE CONSTRUCTION PROJECT. A capital project, as defined in the current budget, that is constructed using primarily regularly employed ~~town~~Town personnel or volunteer labor, pursuant to A.R.S. § 34-201, as amended.

INVITATION FOR BID (IFB). All documents, including those attached or incorporated by reference, used for soliciting bids where price is the sole determining factor.

PROCUREMENT. Buying, purchasing, renting, leasing or otherwise acquiring any goods, services or construction, to include contracted professional services not exempt by Arizona Revised Statutes.

PROPOSAL. An offer to sell goods or services or a combination of goods and services to the ~~town~~Town in response to a request for proposals.

REQUEST FOR PROPOSALS (RFP). All documents, including those attached or incorporated by reference, used for soliciting proposals.

REQUEST FOR QUALIFICATIONS (RFQ). All documents, including those attached or incorporated by reference, used for soliciting statements of qualifications.

RESPONSIBLE BIDDER OR PROPOSER. A bidder or proposer who has the capability to fully perform the contract requirements and the reliability which will assure performance of the contract.

SERVICES. The furnishing of labor, time or effort by a contractor which does not involve the delivery of a specific end product other than required reports and performance.

TOWN MANAGER. The manager of the ~~town~~Town or ~~his~~-designee.

~~(2001 Code, Art. 3A-2) (Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.03 COUNCIL APPROVAL; WHEN REQUIRED.

Council approval shall be obtained prior to making a purchase in the following instances:

(A) Where the funds for the purchase are not provided in the budget as adopted;

(B) For the expenditure of funds in the amount of \$~~25,000 or more.~~

~~(C) For an expenditure of funds in the amount of \$50,000 or more, where the Council has determined that a capital project shall be constructed as an in-house construction project.~~

~~(2001 Code, Art. 3A-3) (Am. Ord. 06-637, passed 1-12-2005; Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.04 EMERGENCY PURCHASES; PROCEDURE.

In case of an emergency ~~which~~that requires immediate purchases of supplies or services and when time is of the essence, ~~a special meeting of the Council shall be called if possible for approval of an emergency purchase. In the event time prevents such a meeting, the Mayor shall be empowered to authorize the Town Manager~~ is authorized to purchase goods or services approve emergency purchases up to \$50,000, and the Mayor is authorized to approve emergency purchases over \$50,000, without complying with the requirements and procedures in this chapter. A full report of the circumstances of the emergency purchase ~~and~~ the goods or services obtained, the vendor used to provide the supplies or services and the process used to select the vendor shall be made to the Council at its next regular meeting ~~for ratification of the emergency action.~~

~~(2001 Code, Art. 3A-4) (Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.05 PURCHASES IN GENERAL; ~~BIDS.~~

(A) *Purchase orders.* ~~Division managers are authorized~~ All purchase orders shall be prepared and approved prior to issue ~~minor~~ any purchase, except in the event of an emergency, as determined by the Town Manager. Purchase orders may be issued for purchases up to \$~~25,000~~50,000, subject to approval as set forth below.

(1) *Budgeted and unbudgeted items under \$10,000.* Purchase orders may be issued with department head authorization for budgeted items under \$10,000; unbudgeted items shall be submitted to and processed by the finance director prior to the goods being ordered.

(2) Budgeted items over \$5,00010,000. PurchaseFor budgeted items over \$10,000 but less than \$50,000, purchase orders ~~shall~~must be submitted to and processed by the finance director prior to the goods and services being ordered.

(23) NonUn-budgeted items over \$5,00010,000. Unbudgeted items over \$10,000 but less than \$~~25,000~~50,000 must be approved by the ~~town manager~~Town Manager before the goods or services are ordered.

~~—(3) Each division will be issued a block of pre-numbered purchase order forms. All completed purchase orders shall be presented to the finance department for payment. Any request for an unbudgeted item must include verification that there are funds available in the department's budget to absorb the unbudgeted cost.~~

(4) Purchases Requiring Council Approval. Any purchase of goods or services over \$~~25,000~~ for purchase that are not in house construction projects and purchase of goods or services over \$~~50,000~~ for in house construction projects shall require~~50,000~~ requires Council approval.

(5) Town Attorney Approval. Purchase orders for goods shall be in a form approved by the Town Attorney. Purchases of services, regardless of amount, must be approved by the Town Manager or designee, on forms approved by the Town Attorney.

(6) Contingency Funds. Purchases requiring the use of contingency funds may be approved by the Town Manager up to \$25,000. Council approval, ~~as is~~ required ~~in § 32.03,~~ ~~above~~ for all purchases requiring the use of contingency funds totaling \$25,000 or more.

(B) Oral bids. For purchases of goods or services totaling less than \$2,500, any number of oral or written bids is sufficient. For purchases of goods and services totaling more than \$2,500, but less than \$10,000, ~~3-oral~~three informal written bids shall be obtained whenever possible.

(C) ~~Informal-written~~Written bids. For purchases of \$10,000 up to \$~~25,000~~50,000 for goods or services ~~3, three~~ written bids shall be obtained. In some cases, it may be impossible to obtain ~~3~~three written bids, in which case ~~1 or 2, as many~~ bids as practical shall be obtained. The bids received shall be submitted with the purchase order.

~~—(D) Competitive sealed bids and proposals. Whenever any contemplated purchase or contract for services is for the sum of \$25,000 or more, the Town Manager shall cause (D) Formal purchases.~~

(1) Purchases over \$50,000. The procurement of supplies and services when the estimated total annual value will exceed \$50,000 shall be made using a written invitation for bids (IFB), a request for proposals (RFP), a request for qualifications (RFQ), except as otherwise provided in this chapter or any method permitted by A.R.S. Title 34. The using department's director, with the approval of the Town Manager or designee, shall determine which procurement method (RFP, RFQ or IFB) will be most practical and advantageous to the Town for the procurement of the supplies or services.

(2) General.

(a) Notice of an IFB, RFP or RFQ shall include a description of the goods or services required, shall state where the IFB, RFP or RFQ forms and specifications may be obtained, the deadline for submitting a bid, proposal or submittal, and shall include the location for opening the bids, proposals or submittals. The notice of invitation for bids to an IFB, RFP or RFQ shall be published pursuant to the procedures set forth in A.R.S. § 39-204. ~~The notice shall include a general description of the articles to be purchased or services to be performed and the time and place for opening bids~~

(b) Unless specifically required by Title 34, the Town Manager or designee or using department director shall have authority to require that a bid or proposal guarantee be submitted with any and all bids or proposals, and performance bonds and payment bonds be submitted prior to execution of any contract.

(c) Late bids, proposals or submittals shall be rejected and returned unopened to the bidder or proposer.

(d) The due date and time for bids, proposals or submittals may be extended by the Town Manager or designee after the published due date if the Town Manager or designee determines it is in the Town's best interest.

(e) The IFB, RFP or RFQ may be delayed or cancelled by the Town Manager or designee if the Town Manager or designee determines it is in the Town's best interest.

(f) If the Town Manager or designee anticipates that a multiple award will be made, and it is in the Town's best interest to do so, the IFB, RFP or RFQ will include a notification of the intent of the Town to make such an award, in whole or in part by line item or group of items, and the criteria upon which such an award will be based. A multiple award will be limited to the least number of vendors necessary to meet the requirements of the Town's using department(s).

(g) The Council shall have the authority, in its discretion, to refuse an award to any bidder or proposer who is in default on the payment of taxes, licenses or other moneys due the Town at the time set for opening the bid, proposal or submittal. All bidders and proposers must be in compliance, at the time set for opening the bid, proposal or submittal, with all applicable state licensing laws, rules and regulations.

(h) Awards resulting from an IFB, RFP and RFQ require Council approval. Council may reject all bids, proposals or submittals at its sole discretion.

(i) No contract or procurement shall be subdivided to avoid procurement policy requirements.

(j) Renewable annual contracts for supplies purchased in large quantities may be awarded subject to annual budget appropriation by the Council. The value of such contracts shall be calculated as if all term extensions are exercised.

(k) If two or more bids received pursuant to an IFB are for the same total amount or unit price, quality and services being equal, and if the public interest will not permit the delay of re-advertising for bids, the Council shall determine the successful bidder by lot.

(l) A contract for professional services shall not be awarded to any person or firm who participated in the preparation or evaluation that RFP or RFQ.

(m) Formal purchase procedures may be waived with approval of the Council, except for contracts subject to Title 34 of the Arizona Revised Statutes.

(3) Invitation for Bids (IFB).

(a) An IFB shall include a description, all contractual specifications, terms and conditions applicable to the procurement and, for projects governed by A.R.S. Title 34, Chapter 2, all information set forth in A.R.S. § 34-201. ~~The Town Manager shall post the notice inviting bids in the town's regular posting places and on the town website and may also mail a copy of the notice to all responsible prospective suppliers.~~

~~—(1) Competitive sealed bids. The Town Manager shall follow the procedure set forth below for all purchases and contracts subject to the bidding process:~~

~~—(a) A notice of invitation for bids shall state the date, time and place of opening and the place and time period within which bids shall be submitted.~~

~~(b) The notice shall state, with particularity, the goods or services required.~~

~~—(c) The invitation for bids shall be issued and shall include a description of the goods or services to be purchased and all contractual specifications, terms and conditions applicable to the procurement.~~

~~—(d) Bids shall be submitted in a sealed envelope clearly identified as a bid on the front of the envelope. Any bids not received within the time period allowed shall be rejected.~~

~~—(e) All bids shall be opened in public~~publicly at the time and place ~~specified, and a designated in the IFB. The amount of each bid, and such other relevant information as may be specified by the Town Manager or designee or using department's director, together with the name of each bidder shall be recorded. A~~ tabulation of all bids received shall be posted in ~~town hall~~Town Hall for public inspection ~~after the bid opening. Trade secrets or other proprietary data designated in the bid as such shall remain confidential unless otherwise required to be disclosed pursuant to public records law.~~

~~—(f) The Town Manager and the Council shall have the right to reject any and all bids and parts of bids and to re-advertise or re-solicit for bids.~~

~~—(g) Upon a finding by the Town Council that a reasonable basis for constructing a capital project in house and that the project is not being constructed in house for the purpose of avoiding the bidding requirements, the Town Council may determine that a capital project~~

~~shall be constructed as an in-house construction project. If the project is for construction of a building, structure, addition or alteration, the materials and equipment used in the project shall be bid in compliance with this subchapter.~~

~~—(2) *Competitive sealed proposals.* If the Town Manager determines, in writing, that the use of competitive sealed bidding is either not practical or not advantageous to the town, a contract may be entered into by competitive sealed proposals, except that the competitive sealed proposal method may not be used for construction contracts. A request for proposals may be used when the town wishes to exercise competitive negotiation, the award will be based on criteria other than price, or if the town is unable to provide bid specifications for a project and requests prospective bidders to specify what goods and services will be needed to perform the project.~~

~~—(a) Competitive sealed proposals shall be solicited according to the same procedure for bid solicitation.~~

(c) After bid opening, any changes to bid prices or other provisions of bids or withdrawal of bids that are prejudicial to the interest of the Town or fair competition shall not be permitted. All decisions to permit the correction of a bid mistake, to permit withdrawal of any bid based on a bid mistake or, to cancel an award based on a bid mistake after bid opening shall be supported by a written determination made by the Town Manager or designee.

(d) The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. In making the determination of the lowest responsible and responsive bidder, the Council may consider the following:

(i) The ability, capacity and experience of the bidder, its employees and subcontractors to perform the contract.

(ii) Whether the bidder can perform the contract promptly, within the time specified, without delay or interference.

(iii) The quality of performance of previous contracts.

(iv) The sufficiency of the financial resources of the bidder to perform the contract.

(v) The quality and adaptability of the materials, supplies or services to the particular use required.

(e) If an award is not made to the lowest bidder, a statement of the reason for not awarding to the lowest bidder shall be given in writing and be placed in the contract file.

(4) *Requests for Proposals (RFP) and Requests for Qualifications (RFQ).*

3860807-1-3860522.1

(a) Proposals for which price will be considered shall be solicited through an RFP. Submittals based entirely on qualifications shall be solicited through an RFQ.

(b) Proposals and submittals shall be opened publicly at the time and place designated in the ~~request for proposals~~RFP or RFQ. The name of each proposer, ~~and such other relevant information as is specified by regulations,~~ shall be publicly read and recorded. ~~All Trade secrets or other information contained~~proprietary data designated in the ~~proposals~~proposal as such shall ~~be remain~~ confidential ~~so as to avoid disclosure of contents prejudicial to competing proposers during the process of negotiation. The proposals shall be open for public inspection after the contract is awarded, unless otherwise required to be disclosed by the public records law.~~

(c) ~~The request for proposals shall state the relative importance of price and other evaluation factors.~~

~~(d) Discussions~~Discussion may be conducted with ~~responsible~~responsive proposers who submit proposals or submittals determined to be reasonably susceptible to being selected for award for the purpose of clarification to ~~assure~~ensure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals or submittals and such revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals ~~submitted by or~~ submittals from competing proposers during the negotiation process. Where permitted in the RFQ or SOQ, and if the Town Manager or designee believes it would be in the best interest of the Town to require proposers who are determined to be reasonably susceptible to being selected for award of a contract, the Town Manager or designee may require such proposers to submit their best and final offers, whether or not the scope has been revised.

(~~ed~~) ~~The~~For an RFP, the award shall be made to the responsible and responsive proposer whose proposal is determined, in writing, to be the most advantageous to the ~~town,~~Town and best meets the overall needs of the Town taking into consideration the evaluation of factors set forth in the ~~request for proposals~~RFP and this subsection (d). The Town is not bound to award the contract to the lowest priced RFP. No other factors or criteria may be used in the evaluation other than as set forth in the RFP or the following:

(i) Price. ~~The contract file shall contain the basis on which the award is made. The award shall be approved by the Council.~~

(ii) The ability, capacity and experience of the proposer, its employees and subcontractors to perform the contract.

(iii) Whether the proposer can perform the contract promptly, or within the time specified, without delay or interference.

(iv) The quality of performance of previous contracts.

(v) The sufficiency of the financial resources of the proposer to perform the contract.

(vi) The quality and adaptability of the materials, supplies or services to the particular use required.

(vii) The number and scope of conditions attached to the proposer's offer, and conformance of the proposer's offer to material aspects of the RFP.

(e) For an RFQ, the award shall be made based upon the factors in the RFQ and subsection (d)(ii) – (vii) above.

(E) Adoption of Selected Provisions of the State Procurement Code. Pursuant to A.R.S. § 41-2501(C), the Town is permitted to adopt all or any part of the State Procurement Code and abide by its rules in the procurement of Goods and Services. When such provisions have been adopted, they will be specifically set forth in this Code.

(F) *Contracting authority.* The Town Manager or ~~his or her~~ designee may approve, and shall execute, all contracts in the amounts between \$10,000 and \$25,000 less than \$50,000. All contracts for purchases totaling ~~\$25,000~~50,000 or more shall be approved by the Town Council and executed by the Mayor ~~or the Town Manager.~~ The Town Manager is also authorized to execute, without further Town Council approval, amendments to contracts approved by the Town Council so long as such amendments do not, individually or collectively, exceed \$50,000.

~~(2001 Code, Art. 3A-5) (Am. Ord. 05-614, passed 8-11-2005; Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.06 LOWEST RESPONSIBLE BIDDER.

(A) Unless the Council or the Town Manager, as appropriate, exercises the right of rejection, bids for all supplies, goods and services in an amount in excess of ~~\$25,000~~50,000 shall be awarded to the lowest responsible bidder, except as provided in §§ 32.05 and 32.08.

(B) In determining the lowest responsible bidder, the Council or the Town Manager may consider:

(1) The ability, similar prior work, capacity, and skill of the bidder to perform the contract or provide the service required in a timely manner;

(2) The quality of performance of previous contracts together with previous and existing compliance with the ordinances of the ~~town~~Town or state law;

(3) The financial resources and ability of the bidder to perform under the terms of the contract;

- (4) The quality, availability, and adaptability of the goods or services.

~~(2001 Code, Art. 3A-6) (Am. Ord. 06-637, passed 1-12-2005; Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.07 PERFORMANCE ~~BOND~~ AND PAYMENT BONDS.

The Town hereby adopts the provisions of A.R.S. § 41-2574, as amended with regard to performance and payment bonds. Performance and payment bonds, each in an amount equal to one hundred percent of the contract price, are required for all contracts in excess of the amount established in A.R.S. § 41-2535. The Town Manager shall have the authority to ~~require a~~ determine whether performance ~~bond, in such~~ and payment bonds are necessary and, if they are, the amount ~~as~~ deemed sufficient, to secure the execution of for a contract below the amount established in A.R.S. § 41-2535.

~~(2001 Code, Art. 3A-7)~~

§ 32.08 EXCEPTIONS.

The following procurements are exempt from the requirements of this subchapter to the extent set forth below:

(A) *Sole source provider.* If there is only ~~4~~ one known person or entity capable of providing a particular ~~commodity~~ good or service, the requirement of this subchapter concerning bidding procedures shall not be applicable. Documentation and justification of the sole source provider shall be included in writing with submission of the purchase order.

(B) *Used equipment.* Upon recommendation of the Town Manager, the Council may elect to waive the bid procedures with respect to the purchase of used equipment.

(C) *Cooperative purchasing.* The Council may approve a cooperative purchase or award a contract for service without a formal bidding process whenever another governmental ~~units~~ unit or public procurement unit has ~~done so~~ conducted a formal bidding process for the same item or service if, in the opinion of the Town Manager, a separate bidding process is not likely to result in a lower price for the items or services.

~~(D) *Public works.* All public works contracts shall be bid in accordance with the provisions of A.R.S. Title 34.~~

~~—(E) *Construction projects.* Construction projects shall comply with A.R.S. Title 34, except that where the Town Council has determined that a project shall be constructed as an in-house construction project, public bidding shall not be required~~ including modifications thereto resulting from the Town's adoption of A.R.S. § 41-2574, as amended.

(E) *Brand name compatibility.* The Town may request brand names for items used on a regular basis, as long as such designation is for the purpose of maintaining compatibility of like equipment and the efficiencies associated with the use of compatible equipment.

~~3860807-1-3860522.1~~

(F) *Intergovernmental agreements.* Intergovernmental agreements pursuant to A.R.S. § 11-251 et seq.

(G) *Emergency purchases.* Emergency purchases, as set forth in § 32-04.

~~(2001 Code, Art. 3A-8) (Am. Ord. 13-775, passed 10-22-2013)~~

§ 32.09 PROFESSIONAL AND TECHNICAL SERVICES.

(A) ~~The~~Subject to the provisions of ~~this subchapter shall not apply to~~A.R.S. Title 34, the Town may procure professional or technical services ~~when the services are~~ provided by licensed professionals such as engineers, architects, or attorneys, ~~provided however, that the town manager may issue a request for proposals or invitation for bids for such services in his discretion~~by direct selection, RFP or RFQ.

(B) No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the ~~town~~Town unless possessing a current license in good standing.

~~(2001 Code, Art. 3A-9) (Am. Ord. 13-775, passed 10-22-2013)~~

**TOWN OF CHINO VALLEY
PROCUREMENT POLICY
AUGUST 11, 2020**

§ 32.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BID. To offer goods or services to the Town in response to an oral or written request for bids or a formal invitation for bids.

BUSINESS. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

CONSTRUCTION. The process of building, altering, improving, demolishing or relocating any public structure or building, or other public improvements of any kind to any public real property. **CONSTRUCTION** does not include the routine operation, repair or maintenance of existing structures, buildings or real property.

CONTRACT. All types of Town agreements, regardless of what they may be called, for the procurement of goods, services or construction or the disposal of materials.

COOPERATIVE PURCHASE CONTRACT. A contract previously bid through a competitive process by another governmental entity, including purchases from the state bid list or from a purchasing cooperative.

EMERGENCY PURCHASE. Procurement when goods or services are needed for a situation where time is of the essence to provide for the health, safety or welfare of the public.

GOODS. Any materials, supplies, equipment, printing, insurance and leases of property and equipment.

IN HOUSE CONSTRUCTION PROJECT. A capital project, as defined in the current budget, that is constructed using primarily regularly employed Town personnel or volunteer labor, pursuant to A.R.S. § 34-201, as amended.

INVITATION FOR BID (IFB). All documents, including those attached or incorporated by reference, used for soliciting bids where price is the sole determining factor.

PROCUREMENT. Buying, purchasing, renting, leasing or otherwise acquiring any goods, services or construction, to include contracted professional services not exempt by Arizona Revised Statutes.

PROPOSAL. An offer to sell goods or services or a combination of goods and services to the Town in response to a request for proposals.

REQUEST FOR PROPOSALS (RFP). All documents, including those attached or incorporated by reference, used for soliciting proposals.

REQUEST FOR QUALIFICATIONS (RFQ). All documents, including those attached or incorporated by reference, used for soliciting statements of qualifications.

RESPONSIBLE BIDDER OR PROPOSER. A bidder or proposer who has the capability to fully perform the contract requirements and the reliability which will assure performance of the contract.

SERVICES. The furnishing of labor, time or effort by a contractor which does not involve the delivery of a specific end product other than required reports and performance.

TOWN MANAGER. The manager of the Town or designee.

§ 32.03 COUNCIL APPROVAL; WHEN REQUIRED.

Council approval shall be obtained prior to making a purchase in the following instances:

- (A) Where the funds for the purchase are not provided in the budget as adopted.
- (B) For the expenditure of funds in the amount of \$50,000 or more.

§ 32.04 EMERGENCY PURCHASES; PROCEDURE.

In case of an emergency that requires immediate purchases of supplies or services and when time is of the essence, the Town Manager is authorized to approve emergency purchases up to \$50,000, and the Mayor is authorized to approve emergency purchases over \$50,000, without complying with the requirements and procedures in this chapter. A full report of the circumstances of the emergency purchase, the goods or services obtained, the vendor used to provide the supplies or services and the process used to select the vendor shall be made to the Council at its next regular meeting.

§ 32.05 PURCHASES IN GENERAL.

(A) *Purchase orders.* All purchase orders shall be prepared and approved prior to any purchase, except in the event of an emergency, as determined by the Town Manager. Purchase orders may be issued for purchases up to \$50,000, subject to approval as set forth below.

(1) *Budgeted and unbudgeted items under \$10,000.* Purchase orders may be issued with department head authorization for budgeted items under \$10,000; unbudgeted items shall be submitted to and processed by the finance director prior to the goods being ordered.

(2) *Budgeted items over \$10,000.* For budgeted items over \$10,000 but less than \$50,000, purchase orders must be submitted to and processed by the finance director prior to the goods and services being ordered.

(3) *Un-budgeted items over \$10,000.* Unbudgeted items over \$10,000 but less than \$50,000 must be approved by the Town Manager before the goods or services are ordered. Any request for an unbudgeted item must include verification that there are funds available in the department's budget to absorb the unbudgeted cost.

(4) *Purchases Requiring Council Approval.* Any purchase of goods or services over \$50,000 requires Council approval.

(5) *Town Attorney Approval.* Purchase orders for goods shall be in a form approved by the Town Attorney. Purchases of services, regardless of amount, must be approved by the Town Manager or designee, on forms approved by the Town Attorney.

(6) *Contingency Funds.* Purchases requiring the use of contingency funds may be approved by the Town Manager up to \$25,000. Council approval is required for all purchases requiring the use of contingency funds totaling \$25,000 or more.

(B) *Oral bids.* For purchases of goods or services totaling less than \$2,500, any number of oral or written bids is sufficient. For purchases of goods and services totaling more than \$2,500, but less than \$10,000, three informal written bids shall be obtained whenever possible.

(C) *Written bids.* For purchases of \$10,000 up to \$50,000 for goods or services, three written bids shall be obtained. In some cases, it may be impossible to obtain three written bids, in which case, as many bids as practical shall be obtained. The bids received shall be submitted with the purchase order.

(D) *Formal purchases.*

(1) *Purchases over \$50,000.* The procurement of supplies and services when the estimated total annual value will exceed \$50,000 shall be made using a written invitation for bids (IFB), a request for proposals (RFP), a request for qualifications (RFQ), except as otherwise provided in this chapter or any method permitted by A.R.S. Title 34. The using department's director, with the approval of the Town Manager or designee, shall determine which procurement method (RFP, RFQ or IFB) will be most practical and advantageous to the Town for the procurement of the supplies or services.

(2) *General.*

(a) Notice of an IFB, RFP or RFQ shall include a description of the goods or services required, shall state where the IFB, RFP or RFQ forms and specifications may be obtained, the deadline for submitting a bid, proposal or submittal, and shall include the location for opening the bids, proposals or submittals. The notice of an IFB, RFP or RFQ shall be published pursuant to the procedures set forth in A.R.S. § 39-204.

(b) Unless specifically required by Title 34, the Town Manager or designee or using department director shall have authority to require that a bid or proposal guarantee be submitted with any and all bids or proposals, and performance bonds and payment bonds be submitted prior to execution of any contract.

(c) Late bids, proposals or submittals shall be rejected and returned unopened to the bidder or proposer.

(d) The due date and time for bids, proposals or submittals may be extended by the Town Manager or designee after the published due date if the Town Manager or designee determines it is in the Town's best interest.

(e) The IFB, RFP or RFQ may be delayed or cancelled by the Town Manager or designee if the Town Manager or designee determines it is in the Town's best interest.

(f) If the Town Manager or designee anticipates that a multiple award will be made, and it is in the Town's best interest to do so, the IFB, RFP or RFQ will include a notification of the intent of the Town to make such an award, in whole or in part by line item or group of items, and the criteria upon which such an award will be based. A multiple award will be limited to the least number of vendors necessary to meet the requirements of the Town's using department(s).

(g) The Council shall have the authority, in its discretion, to refuse an award to any bidder or proposer who is in default on the payment of taxes, licenses or other moneys due the Town at the time set for opening the bid, proposal or submittal. All bidders and proposers must be in compliance, at the time set for opening the bid, proposal or submittal, with all applicable state licensing laws, rules and regulations.

(h) Awards resulting from an IFB, RFP and RFQ require Council approval. Council may reject all bids, proposals or submittals at its sole discretion.

(i) No contract or procurement shall be subdivided to avoid procurement policy requirements.

(j) Renewable annual contracts for supplies purchased in large quantities may be awarded subject to annual budget appropriation by the Council. The value of such contracts shall be calculated as if all term extensions are exercised.

(k) If two or more bids received pursuant to an IFB are for the same total amount or unit price, quality and services being equal, and if the public interest will not permit the delay of re-advertising for bids, the Council shall determine the successful bidder by lot.

(l) A contract for professional services shall not be awarded to any person or firm who participated in the preparation or evaluation that RFP or RFQ.

(m) Formal purchase procedures may be waived with approval of the Council, except for contracts subject to Title 34 of the Arizona Revised Statutes.

(3) *Invitation for Bids (IFB).*

(a) An IFB shall include a description, all contractual specifications, terms and conditions applicable to the procurement and, for projects governed by A.R.S. Title 34, Chapter 2, all information set forth in A.R.S. § 34-201.

(b) Bids shall be opened publicly at the time and place designated in the IFB. The amount of each bid, and such other relevant information as may be specified by the Town Manager or designee or using department's director, together with the name of each bidder shall be recorded. A tabulation of all bids received shall be posted in Town Hall for public inspection after the bid opening. Trade secrets or other proprietary data designated in the bid as such shall remain confidential unless otherwise required to be disclosed pursuant to public records law.

(c) After bid opening, any changes to bid prices or other provisions of bids or withdrawal of bids that are prejudicial to the interest of the Town or fair competition shall not be permitted. All decisions to permit the correction of a bid mistake, to permit withdrawal of any bid based on a bid mistake or, to cancel an award based on a bid mistake after bid opening shall be supported by a written determination made by the Town Manager or designee.

(d) The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. In making the determination of the lowest responsible and responsive bidder, the Council may consider the following:

(i) The ability, capacity and experience of the bidder, its employees and subcontractors to perform the contract.

(ii) Whether the bidder can perform the contract promptly, within the time specified, without delay or interference.

(iii) The quality of performance of previous contracts.

(iv) The sufficiency of the financial resources of the bidder to perform the contract.

(v) The quality and adaptability of the materials, supplies or services to the particular use required.

(e) If an award is not made to the lowest bidder, a statement of the reason for not awarding to the lowest bidder shall be given in writing and be placed in the contract file.

(4) *Requests for Proposals (RFP) and Requests for Qualifications (RFQ).*

(a) Proposals for which price will be considered shall be solicited through an RFP. Submittals based entirely on qualifications shall be solicited through an RFQ.

(b) Proposals and submittals shall be opened publicly at the time and place designated in the RFP or RFQ. The name of each proposer shall be publicly read and recorded. Trade secrets or other proprietary data designated in the proposal as such shall remain confidential, unless otherwise required to be disclosed by the public records law.

(c) Discussion may be conducted with responsive proposers who submit proposals or submittals determined to be reasonably susceptible to being selected for award for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals or submittals and such revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals or submittals from competing proposers during the negotiation process. Where permitted in the RFQ or SOQ, and if the Town Manager or designee believes it would be in

the best interest of the Town to require proposers who are determined to be reasonably susceptible to being selected for award of a contract, the Town Manager or designee may require such proposers to submit their best and final offers, whether or not the scope has been revised.

(d) For an RFP, the award shall be made to the responsible and responsive proposer whose proposal is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation of factors set forth in the RFP and this subsection (d). The Town is not bound to award the contract to the lowest priced RFP. No other factors or criteria may be used in the evaluation other than as set forth in the RFP or the following:

(i) Price.

(ii) The ability, capacity and experience of the proposer, its employees and subcontractors to perform the contract.

(iii) Whether the proposer can perform the contract promptly, or within the time specified, without delay or interference.

(iv) The quality of performance of previous contracts.

(v) The sufficiency of the financial resources of the proposer to perform the contract.

(vi) The quality and adaptability of the materials, supplies or services to the particular use required.

(vii) The number and scope of conditions attached to the proposer's offer, and conformance of the proposer's offer to material aspects of the RFP.

(e) For an RFQ, the award shall be made based upon the factors in the RFQ and subsection (d)(ii) – (vii) above.

(E) *Adoption of Selected Provisions of the State Procurement Code.* Pursuant to A.R.S. § 41-2501(C), the Town is permitted to adopt all or any part of the State Procurement Code and abide by its rules in the procurement of Goods and Services. When such provisions have been adopted, they will be specifically set forth in this Code.

(F) *Contracting authority.* The Town Manager or designee may approve, and shall execute, all contracts in amounts less than \$50,000. All contracts for purchases totaling \$50,000 or more shall be approved by the Town Council and executed by the Mayor or the Town Manager. The Town Manager is also authorized to execute, without further Town Council approval, amendments to contracts approved by the Town Council so long as such amendments do not, individually or collectively, exceed \$50,000.

§ 32.06 LOWEST RESPONSIBLE BIDDER.

(A) Unless the Council or the Town Manager, as appropriate, exercises the right of rejection, bids for all supplies, goods and services in an amount in excess of \$50,000 shall be awarded to the lowest responsible bidder, except as provided in §§ 32.05 and 32.08.

(B) In determining the lowest responsible bidder, the Council or the Town Manager may consider:

(1) The ability, similar prior work, capacity, and skill of the bidder to perform the contract or provide the service required in a timely manner;

(2) The quality of performance of previous contracts together with previous and existing compliance with the ordinances of the Town or state law;

(3) The financial resources and ability of the bidder to perform under the terms of the contract;

(4) The quality, availability, and adaptability of the goods or services.

§ 32.07 PERFORMANCE AND PAYMENT BONDS.

The Town hereby adopts the provisions of A.R.S. § 41-2574, as amended with regard to performance and payment bonds. Performance and payment bonds, each in an amount equal to one hundred percent of the contract price, are required for all contracts in excess of the amount established in A.R.S. § 41-2535. The Town Manager shall have the authority to determine whether performance and payment bonds are necessary and, if they are, the amount deemed sufficient for a contract below the amount established in A.R.S. § 41-2535.

§ 32.08 EXCEPTIONS.

The following procurements are exempt from the requirements of this subchapter to the extent set forth below:

(A) *Sole source provider.* If there is only one known person or entity capable of providing a particular good or service, the requirement of this subchapter concerning bidding procedures shall not be applicable. Documentation and justification of the sole source provider shall be included in writing with submission of the purchase order.

(B) *Used equipment.* Upon recommendation of the Town Manager, the Council may elect to waive the bid procedures with respect to the purchase of used equipment.

(C) *Cooperative purchasing.* The Council may approve a cooperative purchase or award a contract for service without a formal bidding process whenever another governmental unit or public procurement unit has conducted a formal bidding process for the same item or service

if, in the opinion of the Town Manager, a separate bidding process is not likely to result in a lower price for the items or services.

(D) *Construction projects.* Construction projects shall comply with A.R.S. Title 34, including modifications thereto resulting from the Town's adoption of A.R.S. § 41-2574, as amended.

(E) *Brand name compatibility.* The Town may request brand names for items used on a regular basis, as long as such designation is for the purpose of maintaining compatibility of like equipment and the efficiencies associated with the use of compatible equipment.

(F) *Intergovernmental agreements.* Intergovernmental agreements pursuant to A.R.S. § 11-251 *et seq.*

(G) *Emergency purchases.* Emergency purchases, as set forth in § 32-04.

§ 32.09 PROFESSIONAL AND TECHNICAL SERVICES.

(A) Subject to the provisions of A.R.S. Title 34, the Town may procure professional or technical services provided by licensed professionals such as engineers, architects, or attorneys, by direct selection, RFP or RFQ.

(B) No person or firm practicing in a professional or technical field for which a license is required by state law shall be engaged by the Town unless possessing a current license in good standing.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 08/11/2020

Contact Person: Erin Deskins, Deputy Town Clerk
Phone: 928-636-2646 x-1210

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 21, 2020, study session minutes.(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the July 21, 2020, study session minutes.

Attachments

07/21/20 SS draft minutes

DRAFT

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

**TUESDAY, JULY 21, 2020
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 21, 2020.

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

Staff Present: Town Manager Cecilia Grittman; Finance Director Joe Duffy; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Economic Development Project Manager Maggie Tidaback; IT Manager Spencer Guest (videographer); Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Erin Deskins

- 1) CALL TO ORDER; ROLL CALL
- 2) Review and discussion regarding the allocation of funding in the amount of \$1,420,731 from the AZ Cares Act Fund. (Joe Duffy, Administrative Services Director)

Joe Duffy, Administrative Services Director presented the following:

- The Town received of \$1,420,731 from the AZ Cares Act Fund.
- The money was placed in a separate fund specifically for Arizona Cares Act money.
- Each pay period, the Town's Police Department's payroll was expensed from the fund for a two week pay period. All benefits, wages, and employee benefits would be included. It amounted to approximately \$180,000 per pay period.
- The money could be used on the Police Department because it was deemed that anything public safety was COVID related.
- The money would be fully expensed by October, but that money would not be spent from the General Fund.

Frank Marbury, Public Works Director/Town Engineer presented the following:

- Staff and the Roads and Street Committee discussed projects that could be completed with available funding and came up with a list of recommendations.
 - Resurface Road 2 North from State Route 89 to Bright Star. It would be a rebuild and/or overlay of the pavement.
 - Seal coat the roads of Appaloosa Meadows I&II, Bright Star, Mollie Rae and Parkside Village.
- The full cost of those projects would be \$2.4 million. The additional \$1 million would be HURF money, if available.
- After the Roads and Streets meeting, staff researched the proposed costs and had an additional suggestion for possible projects. The project portion on Road 2 North from

Peppertree to Bright Star was already chip sealed and was 20' wide. To widen the road could result in extra costs. Another option to consider would be to chip seal instead of overlay from Peppertree to Bright Star. It would be significantly cheaper. This would give the ability to do a seal coat in Highlands Ranch and Mesa View Estates. The seal coats in low traffic neighborhoods would last several years.

Council and staff discussed the following:

- The Roads and Streets Committee had no issues with staff's recommendation on the Road 2 North project.
- The Committee knew there were many bad roads in the Community that were beyond the point of repair. They were focusing on subdivisions within Town that could be maintained and the roads not completely lost within a few years.

Council Member questioned how many sewer lines could be installed for the \$1.4 million. Other members explained that since 2006, the roads had gotten so far behind that if something wasn't done, the Town would have all dirt roads. Members were also in support of sewer lines, but thought the roads were the current priority. Staff explained that the \$1.4 million would get approximately one to two miles of sewer line installed.

- 3) Discussion regarding the Professional Services Agreement with Stroh Architecture Inc. for the Police Station 30% Schematic Design Services in the amount of \$148,057.00. (Frank Marbury, Public Works Director/Town Engineer)

Frank Marbury and Joe Duffy presented the following:

- An architect firm needed to be selected to do a 30% design of a future police station with the option of amending the contract later to get full design of the facility.
- The 30% selected cost proposal was \$148,057. The cost to complete the entire design was an additional \$300,000 or total design for \$450,000.
- The selection committee reviewed six firms' proposals. Each was reviewed and scored and then the top three were interviewed. The Committee's recommendation was Stroh Architecture, Inc.

Council, Staff and Stroh Architecture Inc. representatives Dough Stroh, Bill Altwell and Richard Aldridge discussed the following:

- Mr. Stroh gave a brief introduction and firm history.
- The design elements would be up to the Town. The style would be determined by a series of meetings and questions. The design committee would be shown examples of designs.
- The estimated cost of the building would be determined within the 30% design. An estimating company out of Phoenix was part of the team, and that was the service they provided.

Chief Wynn, Staff and Council discussed the following:

- Explained that the firm was the only proposer that provided a conceptual drawing during the interview.
- An important aspect of the design was the ability to enlarge the facility at a future date. The conceptual drawing provided areas of future expansion.
- A design committee would be established to include members of the public, Council, and Police Department members.
- A second egress entrance by the current Town Hall was discussed.
- Stroh had recommended doing a design build bid. The firm would design the building and put out the bids. They would remain with the Town during the entire process.

- Driveway and turn lane permits would come from ADOT.

4) Consideration and discussion regarding proposed changes to the Town's Procurement Code. (Joe Duffy, Administrative Services Director)

Joe Duffy presented the following:

- This was presented to the finance committee in January. They recommended approval to the Council.
- Putting smaller projects, under \$50,000, out to bid. The current bid packet was 69 pages long. The Town was not receiving any bids for small projects.
- Staff contacted the Town Attorney for assistance in developing a packet more appropriate for small projects bids. The Attorney developed a request for quotes or proposal packet that was approximately eight pages long. Proposers were directed to the website for the Town's terms and conditions and had to sign that those were read and understood.
- In developing the new packet, staff also looked at procurement limits. Staff and the Attorney agreed that the \$50,000 procurement limit was appropriate.
- It would speed up the bid and project process.
- Staff reviewed the suggested changes to the procurement code.
 - The biggest change was increasing the amount for Mayor and Council approval from \$25,000 to \$50,000 for most things. If the project was under \$50,000 and budgeted for, it could be approved by the Town Manager, if the project was not budgeted but fell within a department's budget, it could also be approved by the Town Manager. Any contingency funding over \$25,000 would require Council approval.
 - Change order approvals and emergency purchases up to \$50,000 could be approved by the Town Manager.
 - Contract authority for projects under \$50,000 would go to the Town Manager.
 - Oral bids (no written bid required) were lowered from \$10,000 to \$2,500. Informal written bids were required for anything over \$2,500 to \$10,000. Written bids, quotes and proposals were required for any projects between \$10,000 and \$50,000.
- Area towns varied in the amounts for their bid requirements.

Council and Staff discussed the following:

- The Town had been under the \$25,000 threshold for at least 20 years.
- The Town should provide a written scope of work for jobs between \$2,500 to \$10,000 and should be added to the procurement wording. Staff was trying to standardize the way the Town did the bidding and purchase process.
- Staff would also be reviewing state bids and agreements to determine if new bids needed to be obtained to help the Town save money.
- The change order approval would only be for projects that had been previously approved by the Mayor and Council.
- A Council Member was uncomfortable with the amount. Members explained that in order to do business effectively and efficiently, key personnel had to have some responsibility. If they were not, that responsibility would be taken away.
- Staff explained that if there were a project under \$50,000 that they were unsure about, it would be brought to Council for consideration.
- The major intent was to streamline the routine budgeted items and to get them completed quickly.
- Change order processes, if brought to Council, could delay a project for up to three weeks. Council would still see the report on the project funding.

- 5) Presentation and discussion regarding the ground lease prepared by the Town Attorney between the Town of Chino Valley and future "Tenant." (Maggie Tidaback, Economic Development Project Manager)

Maggie Tidaback presented the following:

- The lease was discussed in the Economic Development Subcommittee (EDS) meeting, and gave her direction for the current work session.
- Most of the language in the lease was boiler plate language, which was mostly legal jargon that would not be changed.
- The terms that could be negotiated by Council included lease term, lease amount, etc.
- The subcommittee decided to leave it up to Council to determine the sale points: number of jobs, lease years, lease amount, etc.

Council and staff discussed the following:

- Considerations included the objective of OHM should be determined and at what point was it appropriate to consider entering an agreement with a customer, should there be a minimal employee amount, etc. It was discussed that a higher employee count should be required because a smaller employee count could be located anywhere else in Town. The number was undetermined during the EDS meeting.
- Employee pay and benefits could be considered so that they were contributing back to the Community.
- The Council needed to determine the parameters they would consider when choosing one business over another.
 - Square footage
 - Number of employees and wages
 - Water usage
 - Types of businesses
- Staff had been developing a process that would give free rent up front for a certain percentage of time for 1-25 employees, which could increase with increased numbers of employees.
- There could be automated businesses that did not employ a large amount of people but the local sale numbers would be higher than a larger employer.
- There had been community concern that OHM was a waste of money. Staff explained that they were following Council direction to help develop a business park at OHM. The goal at the time was jobs, but Council was expressing different ideas now.
- Town was growing, but those people were working elsewhere and leaving their money in other nearby Towns. The Town was trying to come up with a way to get an initial business started at OHM. Members did not see the Town in the landlord business, but instead the Town could generate sales tax revenue off money spent within the Town.
- The main goal should be jobs.
- Incentives for businesses bringing jobs needed to be determined. Staff explained her staggered method might work and Council could determine the parameters and incentives so that staff was ready to talk with potential businesses.
- Members discussed square footage of buildings.
- The goal was to get the initial business in OHM with incentives added for a certain period of time. The Town needed to project what every dollar brought into Town would generate and the ultimate profit for the Town overall.
- The Town needed more information and comparisons from other Towns on what they did to bring businesses to the business parks.
- Sizes of companies should be considered and what to expect with a large employer.
- Staff recommended doing a mock business venture. Mark Holmes could help the Town

formulate scenarios. NACOG might be able to help determine what types of businesses might come to the area. Town could use that knowledge to negotiate and establish the initial business.

- Provide a grounds report so Town would know what they would be giving up with a ground lease. Incentives could include permit fee waivers, construction incentives, hookup fees, etc.

- 6) Presentation and discussion regarding the preparation of a 1/2 - 1 acre dirt pad and real estate sign with rendering at the Business Park at Old Home Manor. (Maggie Tidaback, Economic Development Project Manager)

Ms. Tidaback shared a printout of a real estate sign for OHM that she had Tom's Print Shop design. Once the signs were completed, a dirt pad could be developed for the erection of the signs.

- 7) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly, to adjourn the meeting at 6:59 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 08/11/2020

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 28, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the July 28, 2020, regular meeting minutes.

Attachments

7/28/20 draft minutes

DRAFT

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

TUESDAY, JULY 28, 2020
6:00 P.M.

CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ

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

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

Staff Present: Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire(remotely); Police
Chief Chuck Wynn; Officer Jeff Pizzi(Sergeant-At-Arms); Public Works Director/Town
Engineer Frank Marbury; Development Services Director Joshua Cook; Assistant
Planner Will Dingee; IT Manager Spencer Guest; Deputy Town Clerk Erin Deskins;
Town Clerk Jami Lewis (recorder)

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a) Presentation by Sheriff Masher regarding the proposed Fallen Officer's Memorial. (Chuck Wynn, Police Chief)

Scott Mascher, Yavapai County Sheriff, presented on this item:

- He had worked to get the County Board of Supervisors' approval for a law enforcement officer memorial at the Prescott Plaza for over 10 years, and the Board unanimously approved it.
- The memorial, a bronze of a traditional western lawman by artist Bill Metzger, would represent all fallen officers from the entire Yavapai County, including detention officers. There were 18 such officers dating back to the territorial days.
- Thus far they had raised \$70,000 for the memorial.

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) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Councilmember Best reported that the Central Yavapai Metropolitan Planning Organization had contributed \$63,000 towards the Road 1 North signal.

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

- c) Report regarding Proposition 450, Alternative Expenditure Limitation (Home Rule Option). (Jami Lewis on behalf of Joe Duffy, Administrative Services Director)

Town Clerk Jami Lewis reported on Proposition 450 on the Town's August 4 ballot:

- In 1980, voters approved a constitutional amendment implementing an expenditure limitation for counties, cities, towns and community college districts. The purpose was to control expenditures and limit future increases in spending. The formula used for the expenditure limitation had limited growing towns and cities from using actual revenues received, so the legislature enacted alternatives that voters could approve for their local area.
- The Town was under the state limitation until 1985, when voters approved the home rule option. Voters have voted every four years since then to stay under the Home Rule Option. Available options to the Town were the State Limitation, the Permanent Base Adjustment, and Home Rule.
- Under the State-imposed limitation, regardless of revenues, which were anticipated to be approximately \$24 million, the Town would only be able to spend under \$10 million. The Town could not provide all of its current services under the State-imposed limitation.
- With Proposition 450, voters decide who should control the Town's budget and future: the State funding method or local officials based on local knowledge. A "yes" vote on the ballot will allow the Town to set the spending cap based on actual revenues for the next four years. A "no" vote will only allow the Town to set the spending cap based on the State formula for two years.
- Home Rule did not change the tax amount; it was about basic revenues and how those revenues could be spent. More information was available on the Town's website.

5) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best, to approve Consent Agenda items (a), (b), and (c) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the Shooting Range Grant Agreement between the Arizona Game and Fish Commission and the Town of Chino Valley, in the amount of \$9,715 in grant funds and \$9,715 Town match, for a total of \$19,430, to complete the 200-yard Rifle Range. (Chuck Wynn, Police Chief)
- b) Consideration and possible action to approve the June 30, 2020, study session minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve the July 14, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

6) ACTION ITEMS

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

- a) Public Hearing, and consideration and possible action to adopt Ordinance No. 2020-883, approving the rezoning of approximately 10.54 acres of real property from the AR-5 (Agricultural-Residential 5-acre minimum) zoning district to SR-0.16 PAD (Single-Family Residential 7,000 square foot minimum lot area) zoning district with a Planned Area Development Overlay zoning district. (Joshua Cook, Development Services Director)

Recommended Action: Adopt Ordinance No. 2020-883 approving the rezoning of approximately 10.54 acres of real property from the AR-5 zoning district to SR-0.16 PAD zoning district with a Planned Area Development Overlay zoning district with a stipulation related to farming and agricultural uses.

Assistant Planner Will Dingee presented on this item:

- Items 6(a) and 6(b), which both pertained to the same property will be presented together to avoid possible confusion and repetition.
- The subject property was 1,000 feet west of the intersection of West Road 2 South and South State Route (SR) 89. The property was approximately 10.54 acres, with a width of 320 feet and length of 1,300 feet, with an Agricultural Residential 5 acre minimum zone designation. The property is currently vacant, but had previously been used as an agricultural property. All structures that had been on the property were removed after acquiring a demolition permit from the Town in 2019.
- The General Plan Designation was Medium Density Residential. This designation included properties to the east and west of the subject property. The property to the north and south was designated multi-family commercial use. The subject property was also located near a potential community core near Road 1 South and SR 89.
- Surrounding residential developments included Wagon Wheel Ranch, Chino Gardens, Bee Mountain Estates, and Parkside Village. Chino Gardens, the development to the east, was originally planned to be one-acre lots, but due to lot splits, it now consisted of half acre

single family lots and was considered non-conforming. Of its 37 lots, 34 were non-conforming half-acre lots.

- The applicant proposed to rezone the property to half-acre lots, to mirror the lot size of the adjacent Chino Gardens subdivision, and under current Town Code, the only way to achieve that was to request the SR 0.16 zoning district with a planned area development, which would restrict the lot sizes to a half-acre minimum. Both the PAD and the preliminary plat restricted the development through the conceptual plan. Any drastic changes to the development would require approval by the Council.
- The conceptual plan included 15 lots with an average of 21,796 square feet, with a density of 1.54 homes to the acre; .77 acres of designated open space proposed; and seven house models. The main access would be off West Road 2 South; the development would utilize City of Prescott water and private septic systems for wastewater; and onsite amenities would be maintained by a homeowner's association (HOA).
- The planned area development would alleviate the lot dimension standards and the setback on lot one only. Code required lots not to exceed a three-to-one length-to-width ratio. The applicant was exceeding the required ratio so that there would be no detrimental impact to the lots by the 100 year floodplain. The developer's proposal was to mirror the lot size of the adjacent Chino Gardens subdivision.
- The applicant was requesting a setback reduction on the southern property line abutting Road 2 South of lot one from a 25 foot setback to a 10 foot setback. To offset the relaxation of standards, the applicant was proposing .77 acres of open space, with an open gazebo and landscaping buffering along the eastern boundary of the subdivision and the Chino Gardens subdivision.
- The proposed density met the intent of the General Plan medium density residential classification based on the surrounding area's current land use. The proposed development standards were consistent with the surrounding area; the open space and landscape area exceeded the surrounding developments; and the preliminary plat met all the requirements in Section 5.2.3 of the Unified Development Ordinance.
- Once the preliminary plat was approved, it would go through a staff technical review, followed by a final plat review by the Commission and the Town Council.
- Staff and the Planning and Zoning Commission were recommending approval of Ordinance 2020-883 for the rezone with a Planned Area Development Overlay zoning district.

Council, Developer George Rothfuss and Staff further discussed the following:

- The developer would provide landscaping along the southern boundary of the development as well as the east boundary. The southern boundary was required by Town code, but the eastern boundary was an additional amenity.
- Mr. Rothfuss' intention was not to build a block wall along the eastern boundary, but to provide a landscaping amenity. If screening was required, there was existing wood fencing along the boundary. Chino Gardens homeowners were split on whether they wanted additional landscaping.
- The property had ten dwelling units of water and the developer intended to purchase five more to meet the minimum requirement.
- The boxes shown on the preliminary plat were the proposed building areas for the homes, which would be staggered and the front of the homes facing east. The layout of the plat was to provide buffers between the Chino Gardens Subdivision and the neighbor to the west with large rear and front yards. The Developer would build each home.

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

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Public Hearing:

Michelle Belverud, resident, spoke about losing her views due to the development; greater precedence being given to floodplain requirements rather than the aesthetic effect; and the plan not conforming to the zoning rules and regulations in place. She suggested a compromise of only building nine homes on the subject property, and asked Council to review the General Plan and consider the residents over the developer.

Lisa Corbell believed the code was being violated with regard to Section 5.70(e) pertaining to sewer disposal and lot size, and expressed concern about possible future issues with the Arizona Department of Environmental Quality, as had happened with Chino Meadows years ago.

Chris Lowman, resident, stated that his family knew that something would eventually be built on the property, but he believed larger lot sizes was more in keeping with the surrounding area's agricultural lifestyle. He asked that the decision be tabled until changes were made to the zoning regulations to allow for something more fitting with the surrounding area. The Mayor's recent comments about what was best for Phoenix and other metro areas was not necessarily the best for small rural communities with regard to wearing face masks, should also apply to development.

Patsy Beaven, resident, read a statement from the Chino Meadows community in that they agreed the homes were beautiful, but not when stacked up in a nine-acre space, and they wanted to the development to conform more to the Town Code.

Andrea Sexton, resident, spoke for several people in the neighborhood that could not attend the meeting. The neighborhood valued open spaces and livestock. Allowing for livestock on the proposed lots, along with the floodplain and septic systems, did not seem feasible. They had been told at the last meeting that even though livestock could be approved, the HOA could exclude it. She wanted the Council to be creative and ask the Commission to come up with new ideas to modify the existing code so the developer had more options.

Carol Faoro, resident, expressed concern about an increased number of vehicles turning onto Road 2 South; nine homes being more comparable to Chino Gardens; and sewer being needed, as Chino Meadows' residents had been told 12 years prior that sewer would come because of their properties' small size.

Matthew Fish, resident, supported the rezone, even though all the headlights from the street would point directly towards his house. Although he loved the agricultural aspect, a half-acre dense project 1,000 feet from State Route 89 was not inappropriate and it was nice to have diverse housing throughout the community. He trusted the State and other specialists to make the determination regarding the septic permits.

Lisa Corbell asked about a study demonstrating that septic tanks would not affect the groundwater. Staff stated no study existed at this time and explained that the rezoning and preliminary plat dealt with conceptual level detail and all of the design elements and necessary studies were done during technical review, which was after the preliminary plat approval. Approval and request for septic studies was up to the County and State, not the Town.

Linda Patterson spoke about fears that the new residents would complain about the animals, dust, and noise from the Chino Gardens neighborhood.

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

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Council, Developer George Rothfuss and Staff responded to the public's comments:

- *Density:* The lots that were being created were half-acre in size, as was Chino Gardens, which was also served by septic. The comparisons to Chino Meadows was inaccurate, as those lots were only 7,000 square feet, and were platted around 50 years ago without infrastructure or plans to install infrastructure. The proposed lots were three times that size and would not be stacked on each other.
- *Floodplain:* There was nothing against building in a floodplain, but the building pads would need to be raised above the base flood elevation. Staff would handle this during the technical review, and they would work to minimize impact for water flows in the area. There had been ongoing issues with other subdivisions from the past that they hoped to prevent in the future. A property owner could not build any additional structures on a property if it would impede the flow of flood water. Any infrastructure would need to be engineered to show other properties were not impacted and the water flow was not impeded.
- *Sewer/Septic:* Section 5.3.4 of the UDO did not allow for septic on half-acre or less even though the county would approve septic for lots that size. Most the subject lots were above half acre by a few square feet and were not technically half-acre.
- *Livestock:* Some livestock was restricted to one per acre per the Town code, including cattle, horse and swine. Goat, sheep and fowl did not have a limit. The developer stated that he did not intend to create mini farms, and he was not looking for those types of buyers. The Town did review CC&Rs during the technical review. The existing Chino Gardens was non-conforming with their animals if they had cattle, horse, and swine, but they were grandfathered in if they had their animals for several years. It should be disclosed to buyers that they could be moving in next to someone with livestock.
- *Screening:* The developer favored a hedge or a combination of trees and hedges. Council discussed landscaping screening and spacing options for the eastern boundary. Privacy between the two subdivisions was important. Council asked for public input on the subject.
 - Carol Faoro stated that her tenant wanted to have a wall between the subdivisions to help deflect headlights.
 - Chris Lowman did not believe privacy fencing and brick walls were fitting in the Town and would block his views.
 - Mike Belverud stated that a brick wall would spoil everything he moved to the area for.
- *Screening stipulation:* Town Attorney McGuire advised that the stipulation in the proposed ordinance required compliance with the site plan or landscaping plan, but because they had not had uniformity in the request and if the developer and staff agreed, the developer could provide screening for adjacent lots if requested by the adjacent property owner. Staff said they could administer that, but Mr. Rothfuss preferred to abide by what the Town directed

him to do, as it was not realistic to be held to a variety of property owner wishes. The group discussed amending the motion to add a specific stipulation about screening.

Council comments:

- The close-the-door-behind-me attitude was disturbing. Every person in the room had impacted the population of Town at one point in time.
- The subdivision to the east was all half-acre lots, as was the proposed subdivision. The difference was the shape of the lots. It was not out of character for the area and people had personal property rights if they go through the proper channels and were approved.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best, to adopt Ordinance No. 2020-883 approving the rezoning of approximately 10.54 acres of real property from the AR-5 zoning district to SR-0.16 PAD zoning with a Planned Area Development Overlay zoning district with a stipulation related to farming and agricultural uses, with one tree every 20 feet along the east 1,300 foot eastern boundary along with staggering hedge such as Photinia.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

NAY: Councilmember Cloyce Kelly

6 - 1 PASSED

- b) Consideration and possible action to approve Wesdamar Farms Preliminary Plat, to subdivide approximately 10.54 acres into fifteen (15) lots with an average lot size of 21,796 square feet, developed over one (1) phase. Subject property, Assessor's Parcel No. 306-29-043B, is located approximately 1,000 feet west of the intersection of South State Route 89 and West Road 2 South. (Joshua Cook, Development Services Director)

Recommended Action: Approve Wesdamar Farms Preliminary Plat, subdividing approximately 10.54 acres into 15 lots with an average lot size of 21,796 square feet, developed over one (1) phase.

Mr. Cook explained that this item was discussed under Item 6(a) and they were requesting approval of the preliminary plat so that the technical review could start.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best, to approve Wesdamar Farms Preliminary Plat, subdividing approximately 10.54 acres into 15 lots with an average lot size of 21,796 square feet, developed over one (1) phase.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- c) Consideration and possible action to adopt Ordinance No. 2020-882, amending the Town of Chino Valley Unified Development Ordinance, Chapter 4 General Regulations, Section 4.21 Sign Regulations related to off-site commercial signage. (Joshua Cook, Development Services Director)
- Recommended Action: Adopt Ordinance No. 2020-882, amending the Town of Chino Valley Unified Development Ordinance, Section 4.21 related to off-site commercial signage.

Assistant Planner Will Dingee presented on this item:

- The proposed text amendment was for the addition of offsite commercial signage within the Town's limits. Currently, all offsite signage was prohibited. Council had directed staff to draft a text amendment following a February study session. Staff could not find any town that allowed offsite signage, so if adopted, the language would be precedent-setting in the State.
- The intent was for businesses that were primarily accessed off State Route 89 or other roadways that did not have direct frontage for signage. It would apply to businesses that had a property line within a quarter of a mile of a roadway. The Planning and Zoning Commission ("Commission") asked that a stipulation be made that the distance be extended based on approval of a conditional use permit on a case-by-case basis.
- The requirements for offsite signage included a license agreement between property owners of the offsite business and the property owner where the sign would be placed. It would not be affected by a sale of the property and all rights would still be held. Agreements would have to be renewed after their time periods had expired.
- All signs were subject to permanent sign standards; temporary or auxiliary signs would not be permitted. The placard needed to be placed on an existing free-standing sign. If one was not on a property, one could be constructed. It would be included in their total allowable permanent sign square footage.
- No offsite signage was allowed on vacant property. The property had to be in use as a business before any offsite signage was allowed. The business also had to have a sign on the property and the offsite sign could not be the only sign on the property.
- Staff and the Planning and Zoning Commission recommended approval of Ordinance 2020-882.

Councilmembers believed this would help the situation for offsite businesses.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins, to adopt Ordinance No. 2020-882, amending the Town of Chino Valley Unified Development Ordinance, Section 4.21 related to off-site commercial signage.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly, to adjourn the meeting at 7:39 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

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 _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 08/11/2020
Contact Person: Marrilee Easton, Civilian Officer
 Phone: 928-636-4223 x-1283
Department: Police
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Stroh Architecture Inc. for the Police Station 30% Schematic Design Services in the amount of \$148,057.00.

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Stroh Architecture Inc. for the Police Station 30% Schematic Design Services in the amount of \$148,057.00.

SITUATION AND ANALYSIS:

The Town of Chino Valley advertised a Request for Statements of Qualifications (RFQ) seeking Statements of Qualifications (SOQs) from qualified, licensed firms interested in providing Police Station 30% Schematic Design Services on November 8, 2019. The planned site for the police station is the western portion of Parcel No. 306-23-047F, located at 202 North State Route 89.

On January 9, 2020, the Town received six SOQs which were then reviewed and scored by a Selection Committee made up of Town Staff and members of the community. On January 30, 2020, the Selection Committee developed a shortlist of the three top scoring consultants to interview. Consultant interviews occurred on February 13, 2020. The Selection Committee tallied the final scores for both the SOQs and the interviews with the final ranking as follows:

1. Stroh Architecture Inc.
2. Architekton Inc.
3. LEA Architects, LLC.

Town staff entered into negotiations with the highest scoring vendor (Stroh Architecture Inc.). The final scope and associated fees are as follows:

Produce preliminary design and construction documents to build a new approximate 15,000 SF Police Station.

Programming: The Architect shall provide, through investigation and addressing the Owner's needs, a program of space, approximate size, functional relationship and character of each space required for the

project. Cost estimate provided.

Schematic Design Phase: The Architect shall review the program with the Owner as developed by the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Architect shall review with the Owner alternative approaches to design and construction of the Project. The Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, and other documents illustrating the scale and relationship of the project's components. Cost estimate, geotechnical investigation, IT and security systems provided.

Design Development Phase: Based on the approved Schematic Design documents and any other adjustments authorized by the Owner in the program, the Architect shall prepare, for approval by the Owner, Design Development documents consisting of drawings, colored renderings and other documents to affix and describe the size and character of the Project as to architectural, materials and such other elements as may be appropriate. A finish materials and colors board will be provided as part of this phase. Cost estimate provided.

Architecture	\$64,575
Electrical Engineering	\$6,000
Mechanical Engineering	\$6,000
Structural Engineering	\$10,000
Cost Estimating	\$22,980
Landscape Architecture	\$5,000
Geotechnical Engineering	\$4,200
Civil Engineering	\$28,302
Estimated Printing Budget	\$1,000
Total 30% Professional Fees	\$148,057

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5541

Available: 250000.

Funding Source:

The Town Budgeted \$250,000 for design services in FY 2020/2021.

Attachments

PSA - Stroh Architecture

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of August 11, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Stroh Architecture, Incorporated, an Arizona corporation (the “Consultant”).

RECITALS

A. The Town issued a Request for Statements of Qualifications, “Police Station 30% Schematic Design Services” (the “RFQ”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for the 30% schematic design of a new police station and budget estimate (the “Services”).

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

C. Upon review of the 30% design, at Town Council’s sole discretion, this Agreement may be amended for Consultant to complete the design through construction documents (the “Additional Services”).

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2020, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site. If, in Town Council’s sole discretion, this Agreement is amended for Consultant to provide the Additional Services, this Scope of Work will be amended accordingly.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$148,057.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference. If this Agreement is amended to include the Additional Services, Consultant's compensation will be increased to a mutually-agreed price.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

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

the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of

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

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

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

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

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

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

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

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

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

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for

any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting

from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

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

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

If to Consultant: Stroh Architecture, Incorporated
1577 Plaza West Drive, Suite B
Prescott, Arizona 86303
Attn: Douglas D. Stroh

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

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

information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

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

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

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

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

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

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

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

STROH ARCHITECTURE,
INCORPORATED, an Arizona corporation

By: _____
Douglas D. Stroh, President

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED

[SOQ]

See following pages.

TOWN OF CHINO VALLEY

POLICE STATION DESIGN
CHINO VALLEY, ARIZONA



Stroh Architecture Inc.
In Collaboration with
Otwell Associate Architects

**STROH ARCHITECTURE INC.**

January 9, 2020

Frank Marbury
Town of Chino Valley Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Re: Police Station 30% Design Services

Mr. Marbury,

This is a very important project for the Chino Valley Police Department. The completion of this facility will have a long-lasting impact on the health and well-being of the community.

We are pleased to submit the qualifications of Lead Architect, Stroh Architecture Inc., in collaboration with Otwell Associates Architects. As partner firms, we have collaborated on sixteen projects for public sector clients valued at over \$42M including the Yavapai College Administration Offices, the City of Prescott Public Library expansion and renovations and the 10,000 SF expansion of the Prescott Valley Police Station.

We offer the Town of Chino Valley a seamless Architectural/Engineering Team with extensive experience designing sustainable projects for Cities, Towns, Counties, Colleges and School Districts throughout Arizona.

Founded in Prescott in 1992, Stroh Architecture Inc. has designed numerous projects for the Town of Chino Valley including the Aquatic Center, Boys and Girls Club and additions and renovations to the Library.

The firm designed the 11,000 SG Camp Verde Marshal's facility and was the local architect on the team that designed the Yavapai County Juvenile Detention Center. Otwell Associates Architects was founded in Prescott in 1979. The firm designed the Prescott Police Station and recently completed the total renovation of the Yavapai County Courthouse in Prescott.

Stroh and Otwell combined have practiced Architecture here for 59 years. We are locals. No site trip charges. We are good listeners and proud of our record of working cooperatively with Town Councils, boards, building committees and other user groups. Recognition and awards earned by our projects is evidence of the success of our methods and efforts. The vast majority of our work is generated by return clients. The single contact person for our Team will be Douglas Stroh. We have received addendum number one. Please view our website www.stroharchitectureinc.com.

Sincerely,



Douglas Stroh, NCARB, AIA
Principal Architect



**Stroh Architecture
Inc.**



in collaboration with
**Otwell Associates
Architects**

Architectural Design and Construction Administration/Oversight Services for Town of Chino Valley Police Station

January 9, 2020

- A. General Information
- B. Experience and Qualifications of the Vendor
- C. Key Positions
- D. Project Approach
- E. Project Schedule
- F. Appendix

Table of Contents



**Stroh Architecture
Inc.**
in collaboration with
**Otwell Associates
Architects**



General Information



Vender Identification Information

Firm Name: Stroh Architecture Inc.
Contact Person: Douglas Stroh
Business Address: 1577 Plaza West Drive, Suite B
Prescott, AZ 86303
Telephone Number: 928-771-0548
Email: doug@stroharchitectureinc.com
Type of Organization: S Corporation
EIN: 35-2221892
Stroh Architecture Inc: Founded 1992

Stroh Architecture Inc. has not had any contract terminated in the last five years.

Stroh Architecture Inc. has not been involved in any litigation in the last five years.

See following page for Stroh Architecture's national design award from Metal Architecture Magazine.



By Mark Robins, Senior Editor

The Colorado River Indian Tribes (CRIT) consists of four distinct tribes: the Mohave, Chemehuevi, Hopi and Navajo. There are currently about 4,277 active Tribal members. The CRIT Reservation was created in 1885 by the Federal Government for "Indians of the Colorado River and its tributaries." The reservation stretches along the Colorado River on both the Arizona and California side. It includes almost 300,000 acres of land, with the river serving as the focal point and lifeblood of the area. The primary community in the CRIT Reservation is Parker, Ariz.

Recently, increased tourism, a new casino and economic growth has fueled the need for additional fire and life safety capabilities for the CRIT. The development of a new state-of-the-art fire safety substation was identified as a top priority by the CRIT Tribal Council. The council needed a facility that not only met all current and 10-year future operational needs, but also the image of success and conveyed pride for community members.

The fire safety substation is a 13,327-square-foot, multifunctional facility with a fire station, crew quarters, fire department administration space, community meeting rooms, an emergency operation center, triage and stabilization clinic, and six apparatus bays.

FIRE STATION IN THE MOHAVE DESERT

Temperatures exceed 120 F in the western Arizona desert area. Winds and sandstorms are present year-round with more than 25 mph winds blowing regularly, and gusts of 75 mph occurring. In addition to withstanding these adverse Mohave Desert weather conditions, the fire station also had to meet energy efficiency guidelines and require minimal maintenance.

The building envelope selected to meet these requirements needed to be extremely durable to withstand the natural elements. To meet the project's durability and aesthetic goals, Prescott, Ariz.-based Stroth Architecture Inc. used a combination of metal roof panels and wall panels.

METAL BUILDINGS



PHOTOS: LARRY KALNOS PHOTOGRAPHY



Dynamic Desert Design

Arizona fire substation exemplifies energy efficiency and withstands environmental extremes

The metal roof and wall panels are projected to be maintenance free for well over 30 years. White was chosen for the standing seam roof color to maximize reduction of solar heat gain. Earth-tone, red-colored horizontal metal siding was inspired by surrounding mountains and traditional firefighter colors. The fire station is oriented on an east-west axis to maximize solar orientation. Foam insulation was utilized beneath the roof and in the walls. Thermally broken, low U-value dual-pane windows complete the building envelope. The building is designed to Energy Star standards.

The building's design meets the fire department's operation program and has been well received by the CRIT community members.

Fire Station Feedback

This project was a great example of the use of the pre-engineered steel structure along with a conventional concrete masonry unit (CMU) and wood structures to create an economical yet aesthetically pleasing architectural look. The architect was brilliant in his choice of multiple metal panels. The schedule of this project was definitely a big challenge. The use of the PEMB structure played a big part in providing a structure that was quick to erect. Extra consideration had to be taken to accommodate most of the trades having to travel distances to perform on this project to be able to do their work with only one mobilization.

Greg St. Clair, president, Arizona Corporate Builders LLC, Tempe, Ariz.

I believe this facility is the first of its kind for the Colorado River Indian Tribe Community and was developed to be a prototype for future fire stations in the community. My favorite part of this building is the horizontal metal siding. I love how it gives texture and shadows to the building during different times of the day without being overbearing. It gives the high walls of the building some character.

Wayne Hatch, vice president, Low Mountain Construction Inc., Phoenix

The project had a lot going on with it due to different angles, textured surfaces and color contrast. We incorporated different wind beam bracing rather than our conventional portal frame or X-bracing due to clearance requirements. It was a great project to be a part of in that it had numerous metal systems that were all working together.

Joe Simas, builder service representative, Star Building Systems, Atwater, Calif.

I'm very happy with the finished result of this project. The tribe wanted a building with an attractive design, while also keeping construction costs reasonable and long-term maintenance low. That's exactly what was delivered.

Rick Ench, projects administrator at the Colorado River Indian Tribes

Colorado River Indian Tribes' Fire Safety Substation, Parker, Ariz.

Completed: February 2019

Size: 13,327 square feet

Owner: Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California

General contractor: Low Mountain Construction Inc., Phoenix, www.lowmountain.com

Architect: Stroth Architecture Inc., Prescott, Ariz., www.strotharchitecture.com

Erector/installer: Arizona Corporate Builders LLC, Tempe, Ariz., www.azcorporatebuilders.com

Metal building system: Star Building Systems, Oklahoma City, www.starbuildings.com, Circle #35

Metal roof panels: MBCI, Houston, www.mbcimetal.com, Circle #36

Metal wall panels: Taylor Metal Inc., Salem, Ore., www.taylormetal.com, Circle #37



Stroh Architecture

Inc.

in collaboration with



Otwell Associates

Architects

Vendor Experience & Qualifications



Stroh Architecture Inc.
Description of Firm and Team Experience

Stroh Architecture, Inc. originated in 1992 in Prescott Arizona. Principal Douglas Stroh offers 45 years of professional experience. The Firm has successfully completed over 200 projects for public sector clients, including the following:

- Town of Prescott Valley 11,000 SF Police Department Expansion (Stroh/Otwell Collaboration)
- Town of Prescott Valley 5300 SF Police Department Remodel
- Town of Camp Verde 11,000 SF Marshal's Facility and Courthouse
- Prescott Police Station 12,000 SF (Otwell)
- Yavapai Apache Fire Station/Police Station
- Town of Chino Valley Aquatic Center
- Town of Chino Valley boys and Girls Club (formerly the community center)
- Town of Chino Valley Library Renovations & Addition
- Town of Parker Food Bank 2,000 SF
- Town of Parker Library Addition 1,000 SF
- Town of Parker Senior Center Addition 2,600 SF
- Town of Pinetop-Lakeside Community Center Master Plan & Park 50 Acres
- Town of Prescott Valley 12,000 SF Town Hall Remodels
- Town of Prescott Valley Amphitheatre/ Band Shell
- City of Prescott Library Addition/Expansion (Stroh Otwell Collaboration)
- City of Prescott Rowle P. Simmons Community Center
- Town of Safford Library Design 20,852 SF
- City of Sedona 6,000 SF City Hall Remodel
- ADOT 10,000 SF Payson Maintenance Facility
- U.S. Department of Veterans Affairs Phoenix Veterans Administration Hospital Building 21; 18,000 SF
- U.S. Forest Service Bradshaw Ranger Station Remodel 3,000 SF
- Yavapai College Rock House & ADOT Buildings Renovations 5037 SF (Stroh/Otwell Collaboration)
- Prescott Ruger Shooting Range Addition 5000 SF
- Town of Tusayan Fire Station
- Colorado River Indian Tribes 10,000 SF Fire Station
- Yavapai Prescott Indian Tribe Prescott Resort Renovations 160,000 SF \$13M
- Yavapai Apache Administration Building 15,000 SF
- Cornville Community Park Phases I & II 10 Acres
- Seligman Post Office 5,400 SF
- Verde Valley Senior Center 8,558 SF



We have been recognized in numerous publications and honored with many design awards including the following:

- Colorado River Indian Tribes Fire Safety Substation; Metal Architecture 2019 Design Award
- 2015 Master Builder Award from Star Building Systems for Little Dealer Little Prices in Prescott Valley, AZ. Selected Best of the Auto Dealership Category.
- The 2014 Governor's Heritage Preservation Award for the renovation and adaptive reuse of the McHat Inn, now known as the Wagon Wheel Lodge, located in Pittman, Arizona
- The 2009 Governor's Heritage Preservation Award for the renovation and adaptive reuse of the Lorenzo Hubbell Trading Post, located in Winslow, Arizona
- The 2007 Governor's Housing Hero Award for the Ak-Chin Homes II (Tax Credit Housing)
- The 2006 Governor's Heritage Preservation Award for the adaptive reuse of the Clemenceau Smelter Building, now known as the Verde Valley Senior Center, located in Cottonwood, Arizona.
- The City of Prescott's 2006 Preservation Award for the adaptive reuse of the Yavapai College Rock House.
- The Prescott Valley Economic Development Foundation's 1998 Beautification Award for Outstanding Architectural Design for the National Bank
- The prestigious 1994 Arizona Masonry Guild Merit Award for design of the Arizona Institute of Medicine and Surgery, located in Kingman, Arizona
- A 1991 Silver Award for the best new office building in Las Vegas, Nevada, for the 50,000 SF Flamingo Place.
- Southwest Contractor, "Native American Construction on the Rise", April/May, 2010.
- Engineering News-Record, "Indian Tribes put \$3 Billion in Stimulus Funds to Work", June 7, 2010.

The ability to consistently design and produce buildings within an established budget is of critical importance to our clients, particularly in these times of volatile materials costs and labor fluctuations. Cost control is a discipline that cuts across all phases of project development. Our approach to cost control has resulted in an enviable record of success in designing projects at or under budget. Our Team approaches the task of cost control by first establishing a realistic budget based on specific requirements of the project and current costs for comparable construction. Stroh Architecture Inc. has never been involved in errors and omissions litigation.



Town of Prescott Valley Police Department Addition



Contact: Steven Roser (PV Police Chief)

7601 Civic Circle

Prescott Valley, AZ 86314

stevenroser@pvpolicedept.org

Total Architectural and Engineering Services provided by Stroh Architecture Inc. & Otwell Associates Architects.

Date of Contract: Nov. 2016 - Nov. 2017

Total Construction Cost: \$2,400,000.00

Total Area: 11,000 SF

Colorado River Indian Tribes Fire Safety Substation



Contact: Rick Ench

26600 Mohave Road

Parker, AZ 85344

(845) 639-1926

rickench@msn.com

Total Architectural and Engineering Services provided By Stroh Architecture Inc.

Date of Contract: Jan 2018 – Jan 2019

Total Construction Cost: \$3,670,000.00

Total Area: 13,327 SF

City of Prescott Rowle P. Simmons Community Center



Contact: Ron Miller (Project Manager; Retired)

1280 E. Rosser Street, Suite B

Prescott, AZ 86301

(928) 925-3232

Total Architectural and Engineering Services provided by Stroh Architecture Inc.

Date of Contract: Jan 2007

Total Construction Cost: \$3,500,000.00

Total Area: 21,000 SF



**Stroh Architecture
Inc.**



in collaboration with
**Otwell Associates
Architects**

Key Positions

Firm Identification and Proposed Project Team Members

Please see resumes under Appendix for relevant experience

LEAD ARCHITECT

Firm: Stroh Architecture, Inc.

Established in 1992 in Arizona

Address: 1577 Plaza West Drive, Suite B Prescott, AZ 86303 **Phone:** (928) 771-0548

Email: Doug@StrohArchitectureInc.com

Website: www.StrohArchitectureInc.com

<u>Team Members</u>	<u>License</u>
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Principal Architect:	Douglas Stroh	AZ-13991
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Project Architect:	William Waldrom	AZ-28033
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COLLABORATING ARCHITECT

Firm: Otwell Associates Architects Sole Proprietor Est. 1979

Address: 121 E Goodwin Street Prescott, AZ 86303 **Phone:** (928) 445-4951

Email: Bill@otwell-architects.com

Website: www.otwell-architects.net

<u>Team Members</u>	<u>License</u>
----------------------------	-----------------------

Principal Architect:	William Otwell, FAIA	AZ-12645
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MECHANICAL/ELECTRIC ENGINEER

Firm: Ardebili Engineering

Address: 8100 E. Indian School Road, Suite 205, Scottsdale AZ 85251

Phone: (480-626-7072)

Website: www.ardebiliengineering.com

<u>Team Members</u>	<u>License</u>
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Mechanical Engineer:	Omid Ardebili	AZ-
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Electrical Engineer:	Don Tuley	AZ-
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STRUCTURAL ENGINEER

Firm: Frost Structural Engineering Est. 1995

Address: 1678 Oaklawn Drive Prescott, AZ 86305 **Phone:** (928) 776-4757

Website: www.frost-structural.com

<u>Team Members</u>	<u>License</u>
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Owner/Principal:	Rick Frost, P.E., S.E.	AZ-27341
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CIVIL ENGINEER

Firm: Civiltec Engineering

Address: 2054 N Willow Creek Rd, Prescott, AZ 86301 **Phone:** (928) 771-2376

Website: www.civiltec.com

<u>Team Members</u>	<u>License</u>
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Chief Engineering Principal:	Richard Shroads	AZ-24601
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Chief Engineer in Charge:	Richard Aldridge	AZ-22752
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LANDSCAPE ARCHITECT & Planner

Firm: T. Barnabas Kane & Associates Est. 1999

Address: 7353 S. Alton Way Ste. A135, Centennial, CO 80112 **Phone:** (303) 224-9520

Website: www.tbkadesign.com

<u>Team Members</u>	<u>License</u>
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Principal:	T. Barnabas Kane	AZ-32714
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Estimator

Firm: Abacus Project Management Inc.

Address: 3030 N. Central Avenue, Suite 803, Phoenix, AZ 85012 **Phone:** 800-518-0876

Website: www.abacuspm.com

<u>Team Members</u>

Senior Cost Estimator:	Larry Brown
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Project Approach



Project Approach

The Project Team will conduct a complete Master Planning study for the Chino Valley Police Station. This will include periodic reviews of draft documents prior to issuing the listed final reports and drawings. The following further describes the items included in each of these studies:

Site & Area Analysis

- **Research:** We will research utilities, topography, surrounding land use, and jurisdictional procedures to provide the basis for site planning.
- **Existing Information:** Dependent on the level of existing information, some research may involve solely updates, while other items will discern the current and future status of systems and the character of surrounding properties.
- **Analysis:** The results of the research will be analyzed to determine the physical impact on development of the property. This includes identifying any “red flags” that may inhibit appropriate development.
- **Alternative Solutions:** In situations where constraints are identified, alternative solutions including appropriate cost estimates will be provided.
- **Processing:** The site and area analysis will include matters associated with processing of a proposed development through construction to include circulation, public parking and secure employee parking.
- **The result will be a written report, and site plan graphically depicting our proposed recommendations including electric, water and wastewater distribution, storm water retention/adaptive reuse, site lighting, site circulation, sidewalks, landscaping concepts and secure officer parking.**

Programming Phase

In the initiation of the project, the first major step will be developing a Detailed Facility Program for the Chino Valley Police Station which meets all required codes and regulations.

After initially distributing a series of questionnaires to the various stakeholders we will conduct a series of work sessions with user/client group representatives to develop a comprehensive facility program. After submittal and review of the draft program we will continue to add detail to circumscribe the detailed design criteria for each physical space. This will include both architectural and engineering design criteria such as : name, identification code for each space, function, occupancy, net area, basis for area allocation, adjacencies (next to, near, away from), critical dimensions, special features, security provisions, wall and floor finishes, communication needs, primary utility connections required (water, waste, electric), ambient air temperature, air changes, fire safety elements, and built-in moveable equipment.



Schematic Design Phase

This phase will include the exploration of various design alternatives based on the approved program. Proposed operational procedures for the facility will be analyzed and documented a part of the design/review efforts. The operational procedures for the facility will be developed as scenarios which directly impact design.

Structural, HVAC, plumbing and electrical systems will be analyzed, and a final recommendation on system design will be made. The probable energy consumption of the complex will be studied. Opportunities for conservation will be identified, including the analysis of alternative sources of energy including wind or solar energy. Of primary concern, will be the finalization of utility services to the site relative to the rough grading and utility infrastructure requirements. Decisions made in this phase are critical to meeting the goals and objectives of the project. The Design Team will include extensive participation with police staff in the design process. All design proposals will be checked as developed to measure compliance with the programmed and budgeted area. As part of the schematic effort, a system estimate of probable construction cost will be developed within 2 weeks after delivery of the SD package concurrent with Owner and QA/QC reviews.

Design Development Phase

During the Design Development Phase, 95% of all required design decisions relative to materials, systems and equipment will be finalized. These decisions are made within the overall framework established in the schematic design package. The primary objective of this phase is to develop a set of documents which define the character and construction of the project. These documents will be bass for the development of bidding and construction documents. During this phase all construction and finish materials are determined. The structural, HVAC, Plumbing, electrical and security systems are defined and incorporated into the overall project.

A high degree of client and user involvement is anticipated as part of the development of the Design Development package. Review meetings will be held on a periodic basis to allow opportunities for input by all parties. Additionally, other Town of Chino Valley and any other review agencies involved with the development of the project will involved during the process. As a great many decisions affecting the eventual operation of the facility will be made during this phase it is important that these decisions be documented as part of the DD process. The responsiveness of the Design Development Package to budge constraints will be further evaluated based on a detailed quantity estimate. This detailed estimate will be initiated during later stages of the development of the DD documentation, concurrent with Owner reviews. The completion of this phase concludes the Police Station 30% design scope.



Construction Documents Phase

During the construction document phase, the design decisions made during the previous phases will be incorporated into a final set of documents in sufficient detail to bid and construct the project. These documents will be the basis for securing bids and constructing the facility. The documents will fix and describe all parts of the project. The construction documents will be developed in accordance with the requirements of the tribes and accepted standards of professional practice.

The quality of the documents will be constantly monitored throughout the development of the CD package. Additionally, a formal in-house quality review will be held at 65% and 95% completion. This review will be completed by senior design and technical staff of our Team. The purpose of this review is twofold: first, is to check the coordination of the drawings and specifications and second, to review the overall quality of the package relative to clarity and constructability. Additionally, the detailed quantity estimate will be updated at these points in order to validate conformance with the established budget.

Bidding Phase

During bidding, members of the Design Team will assist the Town in obtaining responsive bids. Activities include attending the pre-bid conference and clarifying questions from bidders via addenda. A major focus of our Team during bidding is reviewing pre-bid substitutions to assure that "or equals" are in fact equal. Upon receipt of responsible and responsive bids, our Team will assist the town in evaluating the bids and make recommendations regarding contract award.

Construction Administration Phase

Construction Administration is one of the most critical phases of the project. It is during this phase that the success of the project becomes a reality. Key to our approach is a responsiveness. Stroh Architecture will provide the local hands on support during this phase of the work in support of the Design Team.

Douglas Stroh, project manager and key architectural staff responsible for design will maintain their involvement and responsibility through the construction phase. We do not believe in handing the project off to a separate CA Phase group. This continuity coupled with monthly, and when required more frequent, site visits by the project architect allow us to rapidly and accurately respond to the needs of the project during construction.

Our approach to construction administration consists of two phases:



The Start-up Phase begins with the pre-construction conference where associated document requirements such as documentation of the contract set, notice to proceed, reporting formats, and administrative procedures are established.

The Construction Phase encompasses activities and procedures critical to document control and project coordination. The detailed administrative requirements established for this particular project are maintained through time-proven logging, review and documentation procedures. Critical items such as shop drawings, proposed changes, change orders and action item lists are monitored through computer generated reports and will be placed on a construction administration website.

Contract Closeout Phase

The close-out phase begins with substantial completion and ends only after all work is in place and the required record drawings and documents have been received and accepted. A detailed document checklist is issued well in advance of completion to ensure that all requirements for completion are met.

Our coordinated approach to Budget Control includes the following key elements:

Program Phase Estimate - area-based estimate developed on a component by component basis utilizing historic cost data for similar projects adjusted to reflect the current bidding climates as well as the geographic location;

Schematic Phase – verification of area relative to program and concepts and development of a systems-based estimate for every major component of the project.

Design Development – verification of area relative to Schematics, review of material selections and approach to construction relative to assumptions of schematic system based on estimate, and preparation of a detailed quantity-based material and labor estimate.

Construction Documents – review of detailing relative to DD assumptions and update of the detailed quantity and labor estimate.



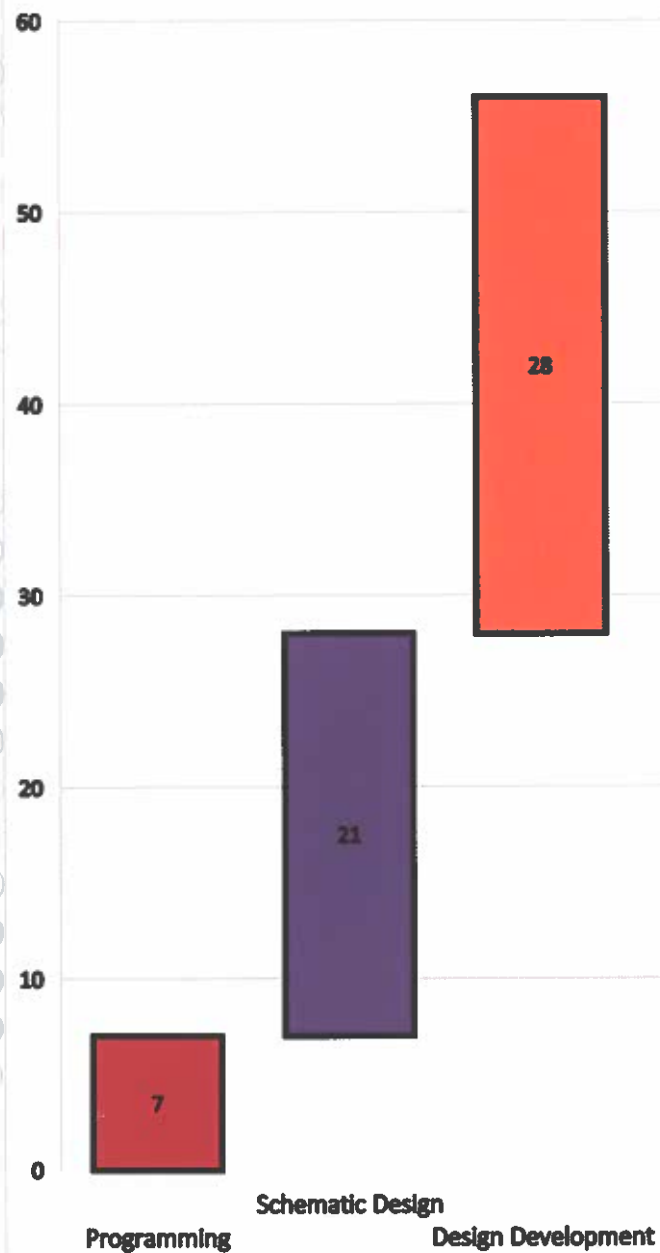
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Project Schedule



Chino Valley Police Department Proposed Work Schedule





**Stroh Architecture
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in collaboration with
**Otwell Associates
Architects**



Appendix

SECTION A**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT****PART IV. VENDOR INFORMATION FORM**

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Stroh Architecture Inc.
VENDOR SUBMITTING SOQ

352221892
FEDERAL TAX ID NUMBER

Douglas D. Stroh
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

1577 Plaza West Dr., Suite B
ADDRESS

928-771-0548
TELEPHONE FAX #

Prescott AZ 86303
CITY STATE ZIP

January 8, 2020
DATE

WEB SITE: www.stroharchitectureinc.com

E-MAIL ADDRESS: doug@stroharchitectureinc.com

ARIZONA CORPORATION COMMISSION FILE NO. 11017672

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☒ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No.

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

DOUGLAS STROH

PRINCIPAL ARCHITECT



Douglas Stroh is the President of Stroh Architecture, Inc. which he founded in 1987. The Firm is well known for its Public Sector design work, as well as historic renovation and sustainable energy-efficient, low maintenance buildings. After receiving his architectural degree in 1975 from the University of Nebraska, Mr. Stroh moved to Phoenix where he worked for several prominent architects. Stroh Architecture was established in Prescott Arizona in 1992 and has since designed over 50 projects for Cities and Counties in Northern Arizona. Mr. Stroh has designed 18 historic preservation/adaptive re-use projects and was on the City of Prescott Historic Preservation Commission for thirteen years.

EXPERIENCE

- Architectural Industry since 1975
- President Stroh Architecture since 1987

EDUCATION

- University of Nebraska
- College of Architecture
- Bachelor of Architecture 1975

CERTIFICATIONS

- Arizona Architect License 13991
Year Registered 1981
- Nebraska Architect License A1724, Year
Registered 1982
- National Council of Architectural
Registration Boards (NCARB)
License 28557, Registered 1983

AWARDS

- Colorado River Indian Tribes Fire Safety
Substation; Metal Architecture 2019
Design Award
- 2015 Master Builder Award from Star
Building Systems for Little Dealer Little
Prices in Prescott Valley, AZ. Selected
Best of the Auto Dealership Category
- The 2014 Governor's Heritage
Preservation Award for the renovation
and adaptive reuse of the McHat Inn,
now known as the Wagon Wheel Winery
located in Pittman, AZ
- The 2009 Governor's Award for the
renovation and adaptive reuse of the
Lorenzo Hubbell Trading Post, located in
Winslow, AZ
- The 2007 Governor's Housing Hero
Award for the Ak-Chin Homes II (Tax
Credit Housing)

AWARDS CONTINUED

- The 2006 Governor's Heritage Preservation for the
adaptive reuse of the Clemenceau Smelter Building, now
known as the Verde Valley Senior Center, located in
Cottonwood, AZ
- The 2006 City of Prescott Preservation Award for the
adaptive reuse of the Yavapai College Rock House

PROJECT EXPERIENCE

- City of Prescott:
 - Activities Center Renovations (15,000 SF)
 - Antelope Hills North Clubhouse Addition/Renovation
(4,800 SF)
 - Library Addition/Renovation (14,000 SF)
 - Library Expansion (25,000 SF)
 - Rowle P. Simmons Community Center (21,000 SF)
 - Sundog Office Building (1,600 SF)
 - Water Warehouse (3,000 SF)
- Town of Prescott Valley
 - Police Building Expansion 2nd Floor Project
(12,000 SF)
 - Senior Center Addition (6,000 SF)
 - Civic Center Remodel (22,000 SF)
 - Civic Center Bandshell
 - Treatment Plant Equipment Storage Building
- Prescott
 - Coldwell Banker Office Building (8,356 SF)
 - Communications Data Service Facility (40,000 SF)
 - Burmister Mercantile Building (10,000 SF)
 - Goldwater Building Historic Renovations, Prescott,
AZ (7,000 SF)
 - Owl Drugs Building/Keller Williams Realty, Prescott
AZ (5,000 SF)
- Taylor-Shumway Historical Society: Shumway One-Room
Brick Schoolhouse (800 SF)
- Town of Chino Valley
 - Aquatic Center (8,000 SF Water Area, 5,500 SF
Building)
 - Head Start Center (4,004 SF)
 - Library Renovation & Addition
 - Park & Aquatic Center Master Plan (50 Acres)

DOUGLAS STROH
Stroh Architecture Inc.

Project Experience Continued



Yavapai-Apache Administration Building, Middle Verde, Arizona; 1,500 SF



Camp Verde Marshal's Facility; Camp Verde, Arizona; 11,000 SF



Chino Valley Aquatic Center; Chino Valley, Arizona; 8,000 SF



William Otwell is principal of Otwell Associates Architects, a firm specializing in historic preservation, solar and energy efficient design, and preservation of natural site features. Bill is a native Arizonan, born and raised in Phoenix. After completion of his architectural degree in 1973, he moved to Prescott, Arizona and began his career, working for a local architect, and later as Assistant Director of Planning for the City of Prescott. In 1979, he established his own architectural practice in Prescott. Bill has a thorough working knowledge of the local environment, which gives his projects a strong sense of connection and compatibility with the location and climatic conditions.

EXPERIENCE

- 47 years of Architectural Experience

EDUCATION

- College of Architecture and Environmental Design at Arizona State University, Bachelor of Architecture, 1973

CERTIFICATIONS

AWARDS

- Governor's Award for Historic Preservation for the Milagro Arts Center Rehabilitation, Prescott, Arizona 2016
- American Institute of Architects, College of Fellows, Class of 2016
- Governor's Heritage Preservation Honor Award, 3-year Rehabilitation of Yavapai County Courthouse; 2015
- AIA Arizona College of Fellows awarded Class of 2016
- AIA Arizona College of Fellows Chairman's Award; 2012
- Governor's Heritage Preservation Honor Award, Grand Award Winner; 2012
- Arizona Culturekeeper; Only Architect out of 100 Honored; 2011
- Prescott Area Leadership Man of the Year; 2011
- Arizona Main Street Individual of the Year Award; 2010
- Governor's Heritage Preservation Award for the Knights of Pythias Building, Prescott Arizona; 2010

PROJECT EXPERIENCE

- City of Prescott Police Headquarters, Prescott, Arizona; Joint Venture with Rhodes & Associates Architects 1991 (22,000 SF)
- Regional Communications Center, Prescott, Arizona. A complete interior renovation of a former Social Security Administration Building to serve as the 911 emergency call center for the City of Prescott Police Department, the Town of Prescott Valley Police Department, Prescott Fire District, and Central Yavapai Fire District; 2005
- Prescott High School – Performing and Fine Arts Facility, Prescott, Arizona. (31,000 SF)
- Yavapai County Courthouse, Prescott, Arizona 2014
- City of Prescott Fire Station Number One, Prescott, Arizona. 1991
- Eastridge Professional Offices, Prescott Valley, Arizona; (7,460 SF) 2006
- Prescott Public Library, Prescott, Arizona (39,000 SF) 2006
- Windsong Medical Park, Prescott Valley, Arizona; 2005
- Yavapai College – District Services Complex, Prescott, Arizona. 2004
- Restoration of the Arizona State Capital Building, Phoenix, Arizona; 2001
- Charlie Ben Wilson Home, Prescott, Arizona, Historic Preservation of 1935 home in 2016
- Rosewood Ranch Campus, Wickenburg, Arizona 2008
- West Yavapai Guidance clinic – Psychiatric Hospital, Prescott Valley, Arizona (23,025 SF) 2008
- McCormick Place, Prescott, Arizona 2005
- Granite Street Garage, Prescott, Arizona 2005
- Bradshaw Mountain Labs, Prescott & Prescott Valley, Arizona 2002
- West Yavapai Guidance Clinic, Outpatient Facility, Prescott Valley, Arizona (9,800 SF) 2000
- Kingman Powerhouse, Kingman, Arizona 1997
- Ballard Pediatric Care Facility, Prescott, Arizona; 1996

WILLIAM OTWELL
Otwell Associates Architects

PROJECT EXPERIENCE CONTINUED



Prescott Public Library Renovation & Expansion; Prescott, Arizona; 38,892 SF



Prescott Police Headquarters; Prescott, Arizona; 22,000 SF



William X Waldrom
PROJECT ARCHITECT

William X Waldrom has been practicing architecture in the state of Arizona since 1983. Most of his work has been done in the Metro Phoenix Area, but it also extends throughout the state. Concentrating on public work early on, then expanding to housing, industrial, health care, retail and office type projects over the years. Mr. Waldrom believes that architecture is a very important part of the environment and works to create sustainable designs in all projects.

EXPERIENCE

- 40 years of professional experience

EDUCATION

- Bachelor of Architecture
University of Arizona 1979

AFFILIATIONS

- License Architect Arizona # 28033

SELECTED PROJECT EXPERIENCE

STROH ARCHIECTURE INC.

HOUSING/COMMERCIAL/ MEDICAL PROJECTS

- Ak-Chin Ibarra Family Farms
- Apache Behavioral Health Services
- Colorado River Indian Tribe Fire Substation
- Colorado River Indian Tribe Head Start Facility
- Havasupai Head Start Facility
- Havasupai Learning Center
- Havasupai Tribal Administration Building
- Keyenta Vender Village Restrooms
- Navajo Nation Chilchimbeto Chapter House
- Navajo Nation Council Chamber – Historic Renovation
- Yavapai Prescott Indian Tribe Administration Offices
- Arizona Associates in Dermatology and Cosmetic Surgery Facility
- Canyon Plaza Resort – Restaurant Remodel Tusayan, AZ
- Dr. Hojat Askari Outpatient Clinic
- Dr. Hojat Askari Urgent Care Facility
- Hillside Apartments – 10 Units
- McCormick Street Hotel
- Mingus Mountain Academy – 16 and 12 Bed Dormitories
- Mingus Mountain Office and Cafeteria
- Montezuma Heights Apartments – 141 Units
- Orchard Park Clubhouse Ranch & R.V. Park
- Phoenix Meadery Restaurant
- Prescott Plaza Hotel
- The Palmer House Personal Residence – 9000sqft
- Town of Prescott Valley Boys & Girls Club Expansion
- Town of Prescott Valley Police Building Expansion
- Town of Prescott Lake Valley Well House
- Valley Street Apartments – 14 Units



T. Barnabas Kane, ASLA
CONSILIUM DESIGN

SENIOR LANDSCAPE ARCHITECT

Barnabas is a second-generation landscape architect and planner. His multi-disciplined approach blends architecture, landscape architecture, ecology, art, and community planning skills in an ever-emerging industry. Because of his passion for the field he founded his design firm in 1999 with the intent to influence every project and client to design the best possible project while improving all the cultural and ecological systems involved. His design philosophy draws from a broad spectrum of disciplines with projects ranging from sustainable agriculture to off-grid tiny homes. He looks at every project as an opportunity to treat people as change agents, an integral part of the solution for repairing our relationships with our compromised planet. Optimizing the potential of every design challenge with people, place and purpose.

EXPERIENCE

- 30 Years Experience
- Landscape Architecture
- Site and Master Planning
- Stormwater Management
- Erosion Control
- Sustainable Habitat
- Parking and Circulation
- Efficient Irrigation and Low Water Landscape
- Permaculture
- Northern Arizona Environment
- LEED Certification

EDUCATION

- BS of Environmental Design, university of Massachusetts—Amherst. Cum Laude

LICENSES, CERTIFICATIONS & TRAININGS

- Arizona Landscape Architect No. 32714; Since 1998
- Also Licensed in California, Colorado, Nevada, New Mexico, Utah and Vermont
- Council of Landscape Architecture Registration Boards (CLARB)
- American Society of Landscape Architects (ASLA)
- Multiple Awards

PUBLIC WORK PROJECT LIST

- Yavapai County Water Quality Improvement Study
Manzanita & Aspen Creeks, Prescott
- Austin House – Independent Senior Living Campus,
Landscape Architecture, Cottonwood
- Nature Conservancy Hart Prairie, Water Management and
Rainwater Harvesting System, Flagstaff
- Prescott Area Tennis Association, Yavapai College Campus
– Landscape Architecture, Prescott
- NAU Health & Science Building, Site Planning, Landscape
Architecture, Flagstaff
- Storm Ranch – Landscape Master Plan for Streets and
Open Spaces, Prescott
- Kotzin Ranch Mixed – Use Master Planned Community,
Public Outreach, Planning, Tusayan
- Lake Havasu City Public Buildings, Rain Water Harvesting
Design & Implementation, Lake Havasu City
- Leman Academy – Addition to Existing School, Landscape
Architecture, Tucson
- Colorado River Indian Tribes Fire Station – Landscape
Architecture, Parker

Colorado

- City of Leadville Park and Town Entry Sign-scape
Improvements, Leadville
- Haskins Station Mixed-use Neighborhood Parks – Master
Planning, Entitlements, Landscape, Arvada
- High Point Academy Landscape Architecture, Aurora
- Leadville Irish Miners Memorial, Mountain View Cemetery,
Leadville
- Leman Academy – Site Planning, Landscape Architecture
for New K-12 School, Parker
- Poudre Learning Center, Campus Improvements & 20 Year
Master Plan, Greeley



OMID ARDEBILI
PRINCIPAL ENGINEER

Omid Ardebili is the President of Ardebili Engineering LLC, founded in 2009. Omid is a licensed Professional Electrical Engineer with an emphasis in the design of electrical power protection and distribution for low and medium voltage power. His expertise includes evaluation of existing systems, site verification, specifications development, project management, quality control and construction administration.

EDUCATION

Arizona State University
 Electrical Engineering 2007

LICENSES

Arizona #53834
 California #20186
 Colorado #46861
 Florida #77202
 Hawaii #17438
 Idaho #17206
 Illinois #62069431
 Indiana #11700223
 Kansas #25052
 Maryland #43221
 Minnesota #54574
 Missouri #2017006932
 Nebraska #16503
 Nevada #024890
 New Jersey #24GE05083600
 New Mexico #21313
 New York #92047
 North Carolina #039974
 Ohio #82024
 Oklahoma #30801
 Oregon #92200PE
 Puerto Rico #27775
 Tennessee #120598
 Texas #112305
 Utah #9059534-2202
 Virginia #402051686
 Washington #49779
 West Virginia #22839
 Wisconsin #47298-6

PUBLIC WORKS / OFFICE PROJECTS

- Control Tower Small Arms , US Army
- Mohave County Mental Health Clinic
- Hu Hu Kam Medical Facility – Sacaton, AZ
- Indian Health Services Facility
- Bureau of Indian Affairs Headquarters
- Anasazi Office Building - Tempe AZ
- Eastline Village (office/retail) - Tempe, AZ
- Parkview (office/retail) - Scottsdale, AZ
- El Cajon (office/retail) - San Diego, CA
- Roosevelt Point (office/retail) - Phoenix, AZ
- Surgenex Regenerative Medicine Headquarters - Scottsdale, AZ
- WTPC Office Scottsdale, AZ
- Arizona Water Company Phoenix, AZ
- Aurora Behavioral Health Systems (Tempe, AZ)
- Honor Health Gastroenterology Offices (Phoenix, AZ)
- Honor Health Primary Care Center (Anthem, AZ)
- Honor Health Primary Care Center (Mesa, AZ)
- Honor Health Primary Care Center (Phoenix, AZ)


DONALD TULEY
PROFESSIONAL ENGINEER

Don Tuley has been providing electrical engineering/design in Phoenix since 1978 and has provided a full range of engineering services from preliminary design and evaluation of existing building electrical systems, schematic design alternatives, construction documents, through construction observation and contract administration for projects such as public parks, street lighting, sports facilities, building system electrical evaluations, system deficiency studies, and equipment evaluations.

EXPERIENCE

- Electrical Engineer since 1998
- President of Tuley Engineering since 1998

LICENSES

Arizona #32861
 California #E17185

PUBLIC WORKS PROJECTS

- Prescott Valley Police Station (Architect, Doug Stroh, of Prescott)
- Mesa Fire Station #14
- Mesa Fire Station #16
- Mesa Fire Station #201
- Mesa Fire Station #2 (remodel)
- Mesa Fire Station #3 (remodel)
- Mesa Fire Station #6 (remodel)
- Mesa Fire Station #210 (remodel)
- Mesa Communications addition at Fire Station #13
- Phoenix Union High School Deficiency study (a study for all Phoenix Union High schools - recommending replacements or upgrades)
- Colorado River Indian Tribe (CRIT) 6 bay fire station (Parker, AZ)
- Scottsdale Ranch Park electrical system was designed by Don Tuley (including pedestrian lighting, parking lighting, ball field lighting and the entire distribution system design.
- Encanto Park upgrades (Phoenix)
- National Guard, Indian Health Services, Bureau of Indian Affairs, Marine Corps Air Station, Arizona Department of Administration, Arizona Department of Transportation, Mingus High School major remodel, ASU Law Library, Cottonwood Elementary School, Mesa High School remodels, Mohave County Mental Health building.

**FOUNDER**

Mr. Shroads has been involved in civil engineering arena since 1976. In 1986, he founded Civiltec Engineering, Inc. and served as President for 28 years. Mr. Shroads has 40+ years (33+ with Civiltec) of experience in the project management and design of grading/drainage, roadways, water supply and distribution systems, sewer systems, hydrology and drainage systems, airport specialty design and site development plans. He has performed and prepared boundary analysis and establishment surveys, aerial control surveys, mapping, platting, title research and analysis, land title discrepancy resolution, legal assistance, and hundreds of construction survey projects.

PROFESSIONAL REGISTRATION

- Professional Civil Engineer
Arizona No. 24601
California No. 35447
- Professional Land Surveyor
Arizona No. 26405
California No. 5640

EDUCATION

- B.S. Civil Engineering
California Polytechnic University;
Pomona, 1981

PROFESSIONAL AFFILIATIONS

- American Council of Engineering Companies
- American Public Works Association
- American Society of Civil Engineers
- Arizona Floodplan Management Association
- Arizona Professional Land Surveyors Association
- California Land Surveyors Association

EXPERTISE

- Civil Engineering
- Drainage Engineering
- Transportation Engineering
- Wastewater Engineering
- Water Engineering
- Survey
- Construction Management

PROJECT EXPERIENCE

- 360-degree Tactical Police Shooting Range; Town of Chino Valley
- Chino Valley Soccer Complex and Pump Station; Town of Chino Valley
- Yavapai County Jail, Water System Design; Camp Verde
- State Route 89 Deep Well Ranch Road to South Chino Valley Limits
- Area Drainage Master Study; Town of Chino Valley
- Old Home Manor Industrial Park Improvements; Town of Chino Valley
- Chino Valley and Central Arizona Static Control Backbone
- Road One West; Chino Valley

**BRANCH MANAGER/PRINCIPAL ENGINEERING**

Mr. Aldridge has been an area resident for the last 16 years. He brings 39+ years (1+ with Civiltec) of diverse engineering expertise that includes project management, planning and design for public and private entities throughout Northern Arizona. He is an area Expert in master planning, local utility coordination/design, cost estimating and civil/site design. Richard provided a conceptual parking layout design for this site when it was owned by Yavapai College prior to joining Civiltec. Mr. Aldridge's quality assurance/quality control (QA/QC) experience includes construction plan reviews for various agencies for code compliance and competent design, subdivision plat reviews for conformance with project specifications. He has also served as a contracted Town/City Engineer for 24+ years in various small Northern Arizona communities. He is committed to seeing real improvements in the local communities.

PROFESSIONAL REGISTRATION

- Professional Civil Engineer
Arizona No. 20878

EDUCATION

- MBA, Northern Arizona University
1996
- B.S., Civil Engineering Technology,
Northern Arizona University, 1980

PROFESSIONAL AFFILIATIONS

- American Council of Engineering
Companies
- American Society of Civil
Engineers, Associate Member

EXPERTISE

- Civil Engineering
- Drainage Engineering
- Transportation Engineering
- Wastewater Engineering
- Water Engineering
- Survey
- Construction management

PROJECT EXPERIENCE

- Chino Valley Engineering Standards Development
- Integrated Water Master Plan and Capital Improvement
Program for Old Home Manor (to begin in January 2020)
- Perkinsville Water and Sewer Extensions
- Century Ranch Development, Civil/Site Design
- Nighthawk Ridge, Site Design
- Road 1 East, Low Water Crossing
- Gheral Brownlow and 4 ½ South, Low Water Crossing
- Yarnell Fire Department Helipad and Paving, Yarnell Arizona
- Williams Justice, City of Williams/Coconino County
- School of Forestry Southwest Forest Science Complex and
U.S. Forest Services Greenhouse, Northern Arizona
University
- Swing Space, Northern Arizona University
- Marcus J. Lawrence Hospital, Cottonwood Arizona
- Community College New Campus Developments, Prescott
Valley, Sedona and Page Arizona



RICK FROST

PE, SE

President, founder of FROST Structural Engineering; Prescott, Arizona. Since its beginning in 1995, the firm has become one of the largest full-service structural engineering firms in Northern Arizona. Outstanding structural design on over 8,000 projects that include educational, office, medical, and residential buildings. Keep the solution as simple and elegant as possible. The most elegant solution is often the one that eliminates the problem rather than the one that over analyses it. Scoutmaster for Boy Scouts of America, Coach for YMCA Youth Basketball League.

EXPERIENCE

- President Frost Structural Engineering since 1992
- Licensed Professional and/or Structural Engineer AZ, California, Colorado, Idaho and Utah
- NCEES Registration

EDUCATION

- BS Civil Engineering, Brigham Young University, 1988
- MS Civil/Structural Engineering, Brigham Young University, 1989
- Continuing Education Professional Development 12 hours Annually

CERTIFICATIONS, AFFILIATIONS & AWARDS

- Structural Engineers Association of Arizona (SEAOA)
- Advisory Board member for Yavapai County Development Services

SELECTED PROJECT EXPERIENCE

- Yavapai Juvenile Justice Center
- Music Mountain High School
- National Bank of AZ
- Compass Bank
- Yavapai Regional Medical Center – Del Web Center
- Tim's Toyota Car Dealership
- Summit Financial Plaza
- McCormick Place Office Building
- Hopi Twin Arrows Masterplan and Design
60 Units
- Hopi Winslow Housing Masterplan, Design and Construction Documents
40 Units

**LARRY BROWN, LEED AP
ABACUS**
SENIOR COST ESTIMATOR


Larry has served as the Lead Estimator, directly responsible for the management estimation, and completion of more than 400 projects with a combined construction value over \$4.4 billion. His experience includes new construction and renovation / addition of both public and private construction projects including, but not limited to; Office Buildings, office Tenant Improvements, Industrial Buildings, Educational Facilities, Airport Facilities, Native American Housing and Medical Facilities, Private Country Clubs, Athletic Facilities and Parking Structures. Larry's project involvement spans through all phases of estimating including conceptual, programming, schematic, design development and construction documents. His qualifications include the ability to itemize complete structural and architectural takeoffs. His expertise is geared to manage and estimate multiple projects with a wide range of responsibilities. Larry is regularly involved in value engineering and evaluating various materials and building systems.

EXPERIENCE

- 34+ Years' Experience

EDUCATION

- Arizona State University – Accounting
- Glendale Community College – AAS

CERTIFICATIONS

- LEED Accredited Professional

AFFILIATIONS

- ASPE, Chapter 6

PROJECT EXPERIENCE

- City of Avondale Police Expansion
- Town of Marana Facility
- City of Phoenix Police Facility Condition Assessments
- City of Phoenix Sky Harbor Int'l Airport Development Program
 - Police Bureau Building ADA Modifications
 - Police Explosives Bunker
- City of Phoenix Pecos Park Community Center & Police Substation
- City of Goodyear Police Operations Facility
- City of Maricopa Copper Sky Police Substation
- City of Glendale Public Safety Building & Courts Complex
- City of Mesa Preliminary Programming Level Budgets / Estimating for Multiple Roadway and Public Safety Capital Improvements Projects
- City of Show Low Public Safety Headquarters Renovation
- City of Casa Grande Public Safety Facility
- City of Surprise Public Safety Facility
- Yuma County Jail Annex
- John M. Roll U.S. Courthouse
- City of Glendale Municipal Court Complex
- City of Casa Grande Courts Building
- Maricopa County Courts Master Plan
- Maricopa County Southwest Justice Courts
- Maricopa County Courthouse Remodel
- City of Imperial Marshal Service Facility
- Salt River Pima-Maricopa Indian Community Evidence and Storage Facility
- Phoenix Sky Harbor Int'l Airport Command Center

LARRY BROWN
ABACUS

PROJECT EXPERIENCE CONTINUED

- Phoenix Sky Harbor Int'l Airport Rental Car Center
- Phoenix Sky Harbor Int'l Airport Bus Maintenance Facility
- Arizona Department of Administration Facility Condition Assessments
- City of El Paso, Lomaland, Chamizal and Alameda Community Center Projects
- City of Avondale Resource Center
- City of El Mirage Recreation Center
- City of Goodyear Fire Station 181
- City of Goodyear Fire Station 186
- City of Goodyear Facilities Master Plan Square Footage Costs, Various Building Types
- City of Maricopa City Center
- City of Maricopa Copper Sky Multigeneration Center
- City of Maricopa Copper Sky regional Park
- City of Mesa Fire Station No. 203
- City of Scottsdale Fire Station No. 616
- Town of Gilbert Saint Xavier University
- City of Chandler New City Hall
- City of Chandler Fire Station 2811
- City of Surprise City Hall
- City of Tempe Downtown Fire Station
- City of Tempe Downtown Transportation Center
- Phoenix/Goodyear Airport Terminal and Maintenance Building
- City of Eloy New City Hall
- Town of Marana Municipal Building Tenant Improvements
- Tucson Airport Authority Maintenance Facility and Warehouse
- Ft. Huachuca Predator Aircraft Hangar
- Salt River Pima-Maricopa Indian Community Youth Services Center
- White Mountain Apache Tribe Transportation Facility
- Arizona State University College Avenue Commons (Block 12 Development)
- Arizona State University Alameda Warehouse
- Northern Arizona University Science & Health Building
- Northern Arizona University Capital Assets and Services Building Renovation
- Northern Arizona University Hotel Restaurant Management (HRM) Renovations

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED

[Scope of Work]

See following pages.



STROH ARCHITECTURE INC.

March 9, 2020

Steve Sullivan
1982 Voss Drive
Chino Valley, AZ 86323

Re: Chino Valley Police Station

PROPOSAL

The preliminary scope of services as we know it is as follows:

Produce preliminary design and construction documents to build a new approximate 15,000 SF Police Station.

▣ Basic Services ▣

The Architect's Basic Services consist of: architecture; structural, mechanical, plumbing, electrical, geotechnical, civil engineering, landscape architecture, cost estimating, surveying and computer renderings.

30% PHASE SCOPE

Programming

The Architect shall provide, through investigation and addressing the Owner's needs, a program of space, approximate size, functional relationship and character of each space required for the project. Cost estimate provided.

Schematic Design Phase

The Architect shall review the program with the Owner as developed by the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

Chino Valley Police Station
 Chino Valley, AZ
 March 9, 2020
 Page 2 of 4

The Architect shall review with the Owner alternative approaches to design and construction of the Project.

The Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, and other documents illustrating the scale and relationship of the project's components. Cost estimate, geotechnical investigation, IT and security systems provided.

Design Development Phase

Based on the approved Schematic Design documents and any other adjustments authorized by the Owner in the program, the Architect shall prepare, for approval by the Owner, Design Development documents consisting of drawings, colored renderings and other documents to affix and describe the size and character of the Project as to architectural, materials and such other elements as may be appropriate. A finish materials and colors board will be provided as part of this phase. Cost estimate provided.

▣ Additional Services ▣

The Additional Services described, but not necessarily limited to the following, are not included in the Basic Services and shall be considered extras to this Agreement and shall be paid for by the Owner. The Additional Services shall only be provided if confirmed in writing by the Owner.

- Making revisions in the Drawings, Specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice (such as FFE specifications and procurement).

Hourly Rates for Additional Services:

Principal Architect	\$ 165 / hour
Principal Engineer	\$ 165 / hour
Project Manager	\$ 135 / hour
Architectural Production	\$ 115 / hour
Engineering Production	\$ 115 / hour
Clerical Production	\$ 65 / hour

Chino Valley Police Station
 Chino Valley, AZ
 March 9, 2020
 Page 3 of 4

▣ Owner's Responsibilities ▣

The Owner shall provide full information regarding requirements for the Project, which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements, special equipment, systems and site requirements.

▣ Summary of Services Included ▣

Basic Services Included:

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Architecture ▪ Structural Engineering ▪ Mechanical Engineering ▪ Plumbing Engineering ▪ Electrical Engineering ▪ IT & Security System Design ▪ Geotechnical Engineering | <ul style="list-style-type: none"> ▪ Civil Engineering ▪ Landscape Architecture ▪ Surveying ▪ Cost Estimating ▪ Computer-Generated Renderings |
|---|--|

Compensation for the Basic Services listed above shall be as noted on Fee Schedule:

Project to be billed monthly based on percentage of completion.

Programming	\$ 34%
Schematic Design Phase Complete	\$ 33%
Design Development Phase Complete	\$ 33%
Total Compensation	\$ 100%

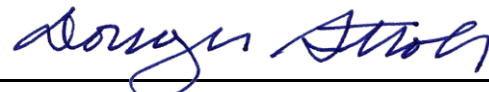
Professional fees are due and payable 30 days from the date billed.

In the event of termination, suspension or abandonment of the project, which is not the fault of the Architect, the Architect shall be compensated for services performed prior to the termination, suspension or abandonment, together with any reimbursable expenses.

Chino Valley Police Station
Chino Valley, AZ
March 9, 2020
Page 4 of 4

30% Reimbursable Expenses shall be as follows:

- | | |
|---------------------------|------------|
| ▪ Printing Expenses: | At cost |
| Estimated printing Budget | \$1,000.00 |
| ▪ Site Trip | No charge |



Douglas Stroh
STROH ARCHITECTURE, INC.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED

[Fee Proposal]

See following page.



STROH ARCHITECTURE INC.

CHINO VALLEY POLICE STATION

30% Professional Fees Schedule

Programming, Schematic Design
Design Development

Architecture		\$ 64,575.00
Electrical Engineering		\$ 6,000.00
Mechanical Engineering		\$ 6,000.00
Structural Engineering		\$ 10,000.00
Cost Estimating		\$ 22,980.00
Landscape Architecture		\$ 5,000.00
Geotechnical Engineering		\$ 4,200.00
Civil Engineering		\$ 28,302.00
Task 1 – Topographic and Boundary Verification Survey, Permits	\$5082.00	
Task 2 – Base Map Preparation	\$1,464.00	
Task 3 – Bluestake & Utility Coordination & Legal Descriptions	\$1,056.00	
Task 4 – TIA & ADOT Coordination	\$9,350.00	
Task 5 – Final 30% Site Plan Preparation	\$6,280.00	
Task 6 – Meetings and Coordination	\$1,400.00	
Task 7 – 30% Drainage Report	\$3,670.00	
Estimated printing budget		<u>\$ 1,000.00</u>
Total 30% Professional Fees		\$148,057.00

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 08/11/2020
Contact Person: Marrilee Easton, Civilian Officer
 Phone: 928-636-4223 x-1283
Department: Police
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve a monetary donation toward the Yavapai County Fallen Officer Memorial. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve a monetary donation, in the amount of \$2,500, toward the Yavapai County Fallen Officer Memorial.

SITUATION AND ANALYSIS:

On July 28, 2020, Sheriff Scott Mascher gave a presentation to the Council on the Yavapai County Fallen Officer Memorial. The memorial will recognize Yavapai County law enforcement officers who have given their lives in the line of duty. The Memorial will be a cast bronze statue and plaque including the names of the fallen, which will be placed on the Courthouse Square in Prescott.

Discussion to determine if the Town Council would like to make a \$2500 donation to this project.

Fiscal Impact

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

Attachments

No file(s) attached.