



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, September 10, 2013
6:00 P.M.

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

AGENDA

ADDENDUM, 9/9/13

Item 6c)	Amends Staff Report
Item 7f)	Amends Staff Report and Agreement
Item 8c)	Adds backup material (Council/Staff only)
Item 8e)	Adds backup material (Council/Staff only)

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Introduction of Scott Freitag, new Fire Chief of the Chino Valley Fire District.
- b)** Proclamation declaring September 2013 as "National Alcohol and Drug Addiction Recovery Month," sponsored by the Prescott Area Recovery Day Committee.
- c)** Presentation by Claire Louge, Parent Awareness and Community Outreach Coordinator with First Things First.
- d)** Presentation by Tracie Schimikowsky, Director of Operations, Chino Valley Chamber of Commerce, regarding the Tools for Business web links.

3) CALL TO THE PUBLIC

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

responding to criticism.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

6) CONSENT AGENDA

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

- a)** Consideration and possible action to approve the July 23, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- b)** Consideration and possible action to approve the August 13, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- c)** Consideration and possible action to approve the change order to the Professional Services Agreement with Stroh Architects in the amount of \$1,500.00 for services to resolve structural issues found with the library remodel. Funds to come from Library Impact Fees. (Ron Grittman, Public Works Director)
- d)** Consideration and possible action to approve change order number 1 to Professional Services Agreement with Lyon Engineering, in the amount of \$18,065.00, relating to the Road 3 North at Town Hall Drainage Project. Funds to come from the Road 3 North Yavapai Country Drainage Grant and the Capital Improvement Fund. (Ron Grittman, Public Works Director)

7) ACTION ITEMS

- a)** Consideration and possible action to approve purchase of alternative chip seal material from CEMEX Prescott Valley to provide 1/2" and 3/8" chips for the 2013 Chip Seal Program in an amount not to exceed \$80,000. Funds to come from HURF Fund Road Materials line. (Ron Grittman, Public Works Director)

Recommended Action: Approve purchase of alternative chip seal material from CEMEX Prescott Valley for the 2013 Chip Seal Program, in an amount not to exceed \$80,000.

- b)** Consideration and possible action to award trucking for the 2013 Chip Seal Program to C&R Trucking, in an amount not to exceed \$10,000.00. Funds to come from HURF Fund Road Materials line. (Ron Grittmann, Public Works Director)

Recommended Action: Award trucking for the 2013 Chip Seal Program to C&R Trucking in an amount not to exceed \$10,000.00.

- c)** Consideration and possible action to award the oil contract for the 2013 Chip Seal Program to Western Emulsion in an amount not to exceed \$100,000. Funds to come from the HURF Fund Road Materials budget. (Ron Grittmann, Public Works Director)

Recommended Action: Award the oil contract for the 2013 Chip Seal Program to Western Emulsion in an amount not to exceed \$100,000.

- d)** (i) Review of ARS Section 9-500.14 as it relates to a request by the citizens' committee in support of the Chino Valley Unified School District's bond measure for Council and Town support of the measure.

(ii) Review of ARS Section 16-1019 and Chino Valley Unified Development Ordinance (UDO) Section 4.21.3 regarding posting political signs on Town rights-of-way. (Mayor Chris Marley; Town Manager Robert Smith)

Recommended Action: Possible Council direction to Staff to prepare an amendment to the UDO regarding political signs in Town rights-of-way to conform with Arizona state law.

- e)** Notification and possible discussion regarding incident at Library on July 25, 2013 and public disclosure of email discussion among Councilmembers and Staff. (Councilmember Don Wojcik; Councilmember Linda Hatch)

Recommended Action: None.

- f)** *Continued from August 13, 2013:* Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering for design of the stormwater improvements at Chino Meadows Unit 5 in an amount not to exceed \$119,980.00. Funds to come from Capital Improvement Program fund. (Ron Grittmann, Public Works Director)

Recommended Action: Approve the Agreement for Professional Consulting Services with Lyon Engineering for design of the stormwater improvements at Chino Meadows Unit 5 in an amount not to exceed \$119,980.00.

- g)** Discussion and possible action to schedule a study session or otherwise direct staff with regard to developing an ordinance to regulate the growing of any plant that can be used for medicinal purposes. (Councilmember Pat McKee; Councilmember Don Wojcik)

Recommended Action: Schedule a study session for September 12 or other date, and/or direction to staff.

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

- a) Council may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the Peavine right-of-way. (Robert Smith, Town Manager)
- b) Council may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (7) for discussion or consultation with the Town Attorney for legal advice and with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property that is an extension of the existing Road 4 South to the east, in the immediate vicinity of the section line, consisting of approximately 8.6 acres. (Robert Smith, Town Manager)
- c) Consideration and possible approval of Letter of Intent and Contract relating to the acquisition of right-of-way for the Road 4 South extension project.
- d) Council may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an intergovernmental agreement with the City of Prescott related to payments for the transportation of water that is the subject of negotiations. (Robert Smith, Town Manager)
- e) Consideration and possible approval of an Intergovernmental Agreement with the City of Prescott related to Payments for the Transportation of Water. (Robert Smith, Town Manager)

9) ADJOURNMENT

Dated this 5th day of September, 2013.

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 636-1787 (TDD) 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/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____
Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. c.**

Meeting Date: 09/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Library

AGENDA ITEM TITLE:

Consideration and possible action to approve the change order to the Professional Services Agreement with Stroh Architects in the amount of \$1,500.00 for services to resolve structural issues found with the library remodel.

RECOMMENDED ACTION:

Approve the change order to the Professional Services Agreement with Stroh Architects in the amount of \$1,500.00 for services to resolve structural issues found with the library remodel.

SITUATION AND ANALYSIS:

During the remodel of the library structural issues were uncovered that required the architects input. Stroh Architects contacted Core Structural Group in order to seek additional recommendations. Attached are emails from the architect and the cost estimate from Core for additional information.

NOTE: As of the publishing of the agenda packet, this item is incomplete. As the item is still under review by the town attorney and has not been reviewed by the town manager or finance director, it may be subject to change.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 12-39-4050

Available: \$1,500

Funding Source:

Funds to come from Library Impact Fees.

Attachments

Email from Stroh Architects

Core Structure Group Project Proposal



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 09/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: Chino Meadows Unit 5

AGENDA ITEM TITLE:

Continued from August 13, 2013: Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering for design of the stormwater improvements at Chino Meadows Unit 5 in an amount not to exceed \$119,980.00.

RECOMMENDED ACTION:

Approve the Agreement for Professional Consulting Services with Lyon Engineering for design of the stormwater improvements at Chino Meadows Unit 5 in an amount not to exceed \$119,980.00.

SITUATION AND ANALYSIS:

On January 11, 2012, the Town of Chino Valley submitted five flood control projects to the Yavapai County Flood Control District for consideration of funding. On July 23, 2012, we were notified that the County will fund three flood control projects over the next three years.

These projects are:

1. Road 3 North at Town Hall (ADMS Project #4) at a cost of \$268,250.00 (**complete**)
2. Chino Meadows Unit 5 at Peavine Trail (ADMS Project #3) at a cost of \$1,084,600.00
3. Road 2 South at Highway 89 (ADMS Project #6) at a cost of \$235,770.00

This Professional Services Agreement will develop the necessary construction plans for the design of the flood control project between Chino Meadows Unit 5 and Unit 2. This project will construct a series of detention basins between Chino Meadows Unit 5 and the Brighstar Development in the vicinity of the 1MG water storage tank. The project will also look at the construction of several box culverts and channel improvements to the wash known as Little Doggie Draw between the Peavine Trail and the Santa Cruz Wash. The project will also extend

a new roadway across the drainage way from Margie Drive to Mylo Drive providing secondary access into this area of Chino Meadows Unit 5. While this project is not within the FEMA floodplain, the Little Doggie Draw is in all likelihood a jurisdictional drainage according the Army Corp of Engineers 404 permit. The engineer will prepare all necessary documents for submittal under the 404 permit.

NOTE: As of the publishing of the agenda packet, this item is incomplete. As the item is still under review by the town attorney and has not been reviewed by the town manager or finance director, it may be subject to change.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5515

Available: \$120,000

Funding Source:

Funds to come from the Yavapai County Flood Control District, as budgeted for in the Capital Improvements Fund.

Attachments

Agreement for Professional Consulting Services

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this __ day of _____, 2013, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Lyon Engineering, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing professional consulting services for the Town on the Chino Meadows Units 2 and 5 Drainage Improvements Project, hereinafter referred to as the “Project,” Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

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

1.3 Responsibility of the Consultant.

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

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

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Section 3.11 of this Agreement.

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

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

1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.7 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

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

1.4 Responsibility of Town.

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

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

1.5 Contract Term. The term of this Agreement shall be from ~~August 13, 2013~~ September 10, 2013 through June 30, 2014. All services identified herein shall be completed to the satisfaction of the Town no later than June 30, 2014.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed \$119,980.00 unless agreed to in writing by the Town.

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

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

SUBCONSULTANTS:

Core Structure Group, LLC
Engineering & Testing Consultants, Inc.
Fann Environmental