



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2019
6:00 P.M.**

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

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Presentation of Outstanding Citizen Award by Chino Valley Police Department. (Chuck Wynn, Police Chief)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a.** Concern expressed on social media pages regarding possible criminal activity on a certain property. (Chuck Wynn, Police Chief)
- b.** Two complaints by certain property owners unable to develop due to issues with utility connections. (Frank Marbury, Public Works Director/Town Engineer)
- c.** Concern by medical marijuana farmer about hemp growing near marijuana farms and possible issues with cross pollination. (Mayor Croft)

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. 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.

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 purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Cheverolet, in the amount of \$43,585.66, to be used by the Fleet Division. (Frank Marbury, Public Works Director)
- b. Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S.Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority. (Jami Lewis, Town Clerk)
- c. Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)
- e. Consideration and possible action to approve the August 13, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

- a. Consideration and possible action to approve Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z. (Joshua Cook, Development Services Director)

Recommended Action: Approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

- b. Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award construction Contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects.

- c. Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Civiltec Engineering, in an amount not to exceed \$36,500, for research and planning relating to submitting a Wayfinding Sign Plan with ADOT. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Approve professional services agreement between the Town of Chino Valley and Civiltec, in an amount not to exceed \$36,500, regarding the Wayfinding Sign Program.

- d. Consideration and possible action to adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

8. EXECUTIVE SESSION

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Grittmann, Town Manager)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 5th day of September, 2019.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 09/10/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Chevrolet, in the amount of \$43,585.66, to be used by the Fleet Division.

RECOMMENDED ACTION:

Approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Chevrolet, in the amount of \$43,585.66, to be used by the Fleet Division.

SITUATION AND ANALYSIS:

In the Fiscal Year 2019/2020 budget staff proposed purchasing a new vehicle from the Fleet Maintenance General Fund for use by the Fleet Division. This will replace a 2006 Ford F150 pickup used by the Fleet Mechanic. The Ford pickup will be assigned to limited use as a temporary vehicle to loan to staff when their regular vehicle is in for extended service. The Chevy Silverado will be purchased from Midway Chevrolet on State Contract # CTR041811.

Other Pertinent Documents Available Upon Request:

Appendix 6a-A. Cooperative Purchasing Agreement, Midway Chevrolet Company I may be viewed online at www.chinoaz.net/agendacenter with the September 10, 2019 Council meeting documents

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-73-5415
Available: \$43,585.66
Funding Source:
 The Town Budgeted \$48,000 the fiscal year.

Attachments

Midway Cheverolet Quote



ARIZONA STATE CONTRACT VEHICLE QUOTE

7 of 82

STATE CONTRACT # CTR041811 Medium Duty Cab Chassis Contract

QUOTE SENT TO: Chino Valley

CONTRACT VEHICLE 2020 Chevrolet CK31403 Chassis Utility

QUOTE DATE: 7/18/2019

		2019 Base
CONTRACT PRICE	PER ATTACHED SPECS	\$ 27,151.00

Additional Options

2020 Model Adjustment	GM Fleet	\$ 1,788.00
11' Utility Body with Hitch	Dealer	\$ 8,968.00
ZLQ	WT Conv Pkg	\$ 1,137.50
ZQO	Spare tire and wheel	\$ 345.80
VYU	Snow Plow Prep Pkg	\$ 273.00
JL1	Trailer Brake	\$ 250.25
R9Y	Fleet Maint Credit	\$ (31.40)
Delivery	Dealer	\$ 135.00
Solar Tint Glass	Dealer	\$ 195.00

Sub Total	\$ 40,212.15
Sales Tax (8.3 %)	\$ 3,337.61
City of Phx. 2018 Tax	\$ 30.90
Tire Tax	\$ 5.00
Plates	
Extended Warranty	

Capital Total Each Unit	\$ 43,585.66
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Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time
TBD

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 09/10/2019
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S. Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority.

RECOMMENDED ACTION:

Designate the customer service manager as the person authorized to take the following actions pursuant A.R.S. Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority.

SITUATION AND ANALYSIS:

Effective August 3, 2018, the legislature amended the provisions of A.R.S. Title 4 (House Bill 2334), providing that the Council may designate another person to exercise the authority to approve or deny applications for special event liquor licenses (including extension of premises), farm winery festivals or fairs and craft distillery festivals or fairs. The legislation also authorized the Council to designate another person to recommend approval or denial of applications for control.

A.R.S. 4-203	Recommendation regarding Acquisition of Control, Agent Change, Restructure
A.R.S. 4-203.02	Approve Special Events, Patio Permits
A.R.S. 4-203.03	Approve Farm Winery Festivals
A.R.S. 4-205.11	Approve Craft Distillery Festivals

On September 11, 2018, the Council voted to designate the town clerk as the person authorized to take the above actions.

Recently, staff members from the town clerk's office and customer service department met to discuss transferring the processing and recommendation of liquor licenses from the town clerk's office to the customer service department. Currently, the process is split between the two departments, and since all permanent liquor licenses are tied to a business license and customer service retains all liquor licenses, it makes sense to simplify the process by having one department administering it.

Staff requests that Council change their authorization from the town clerk's office to the customer service department.

Other Pertinent Documents Available Upon Request:

Fiscal Impact

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 09/10/2019
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019.

RECOMMENDED ACTION:

Remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019.

SITUATION AND ANALYSIS:

After the summer recruitment period for public bodies, there were two positions left unfilled, one the Board of Adjustment (Alternate Member) and one on the Parks and Recreation Advisory Board. We recently received applications from Billie James for both positions.

The Board of Adjustment has an upcoming appeal case. Board Member Gary Warren has indicated to Staff that he does not have enough time to participate on the Board. As he has not submitted a letter of resignation, Staff's recommendation is to remove him from the Board. Should Council elect to do so, this will leave a Regular position vacancy, as well as the Alternate position.

The members of the Appointments Subcommittee individually reviewed Ms. James' application and informed Staff that they had no objections to recommending Ms. James for appointment to:

- Board of Adjustment Regular Member position to complete a 3-year term that started August 1, 2019 through July 31, 2022.
- Parks and Recreation Advisory Board for a 2-year term from July 1, 2019 through June 30, 2021.

Other Pertinent Documents Available Upon Request:

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 09/10/2019

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the July 23, 2019, regular meeting minutes.

Attachments

August 13, 2019 Minutes

DRAFT

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

**TUESDAY, AUGUST 13, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 13, 2019.

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 Gritman; Town Attorney Andrew McGuire; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Police Lieutenant Randy Chapman; Police Officer Dave McNally; Community Services Director Scott Bruner; Water Advisor Mark Holmes; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)

Police Chief Wynn introduced K-9 Gus, who had been with the Police Department for six years, and announced he was retiring to become a house pet in Officer McNally's home. Officer McNally detailed K-9 Gus' career with the Police Department.

Chief Wynn and Officer McNally introduced the new K-9 dog, Lisko, who was purchased from a kennel in the Netherlands through private donation funds; and he had been trained and certified in narcotics detection, and will be trained in apprehensions.

b) Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.

Elizabeth Vicory, Eagle Level Frontier Girl, reported on the Summer Fun Kids Club, which filled the need for a summer book club for children. She spoke about consulting with her advisor team to design and implement the project to best fill the needs of the community and provided an overview of the volunteer time and services to the 222 children that attended the program.

Community Services Director Scott Bruner commended Miss Vicory for this project.

- c) Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

Lorette Brashear introduced Jeff Frohock, who presented a proposal for a repertory theater in the Town. Mr. Frohock spoke about his experience as an educator and in theater, the necessary steps to establish a theater, and the money to be made for the community from the arts. The first production planned was a holiday melodrama in December.

The Mayor stated that the Town needed to support Mr. Frohock and thought his ideas would benefit the Town.

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.

Sarah Bradley spoke of concerns expressed on Chino Valley social media pages regarding alleged criminal activity at a property adjacent to the Chamber of Commerce and asked about the Town addressing the issue. The Mayor stated it was currently in the courts and that the Town Manager would speak with her further.

Ryan Roberts spoke about a conflict with the Town over property he owned on Perkinsville Road that he was unable to develop due to not being able to have septic installed since Town utilities would eventually be run down the easement, but having no timeline or cost for such utilities. The Mayor stated that the Town Manager would speak with him further.

David Melde spoke about the same utilities issue regarding his own property on Perkinsville Road that he was now unable to split and was paying interest while development was stalled. The cost of Town utilities, which he did not believe applied to his property, would cost him more than the value of the land. He suggested that impact fees be used to cover the cost if he was going to be forced to connect to Town utilities. The Mayor stated that the Town Manager would speak with him further.

Perry Stone spoke about a potential situation with hemp and medical marijuana farming, in that cross pollination between the two crops would render marijuana crops useless and put growers out of business. He requested that the Town create a study group with the other five cultivation sites in the Town to consider an ordinance that would require a certain distance between the two crops.

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. 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.

Mayor Croft reported on Congressman Gosar's roundtable on the second amendment and participation in Chino Valley officer recognition; and the upcoming Territorial Days event.

Councilmember Perkins reported on the Boys and Girls Club's ribbon cutting, and the grand opening of the Compass Training Center at the Chino Valley Shooting Range and initial membership of 95 persons.

Vice Mayor Miller reported on the upcoming Chino Valley Mud Run, and Community Services Director Bruner spoke further about the event.

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

Town Manager Grittmann reminded everyone that there would be no Council Study Session next week due to the League of Cities conference.

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.

Council set down items (c) and (e).

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items as written, 6(a), (b), (d) and (f).

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

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network. (Scott Bruner, Community Services Director)

- b) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of \$53,218.23 and a Parks Utility Cart in the amount of \$24,842.58, totaling \$78,060.81. (Scott Bruner, Community Services Director)
- c) Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of \$35,043.02. (Chuck Wynn, Police Chief)

Police Lieutenant Randy Chapman was present to answer questions. Councilmember Miller apologized, noting that he set down the item by accident.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (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

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of \$29,446.48. (Frank Marbury, Public Works Director/Town Engineer)
- e) Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc. (Frank Marbury, Public Works Director)

Vice-Mayor Miller stated that there was no dollar amount included on the agenda. Mr. Marbury stated that it was an annual bid for services and that the Town had estimated about \$75,000 for the year. Town Manager Gritman added that the dollar amount, estimated between \$50,000-\$100,000 annually, was in the staff report and the cost was determined by the tonnage amount that was transported. Council asked that staff include dollar amounts on agenda items, when applicable.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (e) as read.

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

Vote: 7 - 0 PASSED - Unanimously

- f) Consideration and possible action to accept the July 16, 2019, study session minutes.

7) ACTION ITEMS

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

- a) Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraiso Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for El Paraiso.

Town Clerk Lewis reported that the applicant had applied for a Series 12 Restaurant liquor license. The State required the Town to hold a public hearing. All legal requirements were met and staff had not received any comments for or against the application.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to hold a 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

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to recommend approval of the new Series 12 Liquor License for El Paraiso.

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

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply. (Frank Marbury, Public Works Director)

Recommended Action: Execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

Water Advisor Mark Holmes reported that:

- This was a proposal for a water physical availability determination for the Town's entire water service area for now and the future. The purpose of the study was to determine how much groundwater was physically available to serve water customers for 100 years. The study would determine the area of hydrologic impact from the recharge facility and help the Town to establish recovery wells to recover reclaimed water.
- Direct benefits included: (i) The Town could potentially lock up part of this water supply for Old Home Manor, initially for 10 years, and with two additional five-year renewal terms; (ii) The physical availability could be shared with other entities for certificates of assured water supply, saving them a year or more from having to produce their own study; (iii) The Town could recover reclaimed water, which could be provided to other entities; and (iv) The Town would have the ability to utilize its reclaimed water, which was the only increasing renewable supply that it had in its water portfolio.
- The proposal was to have Montgomery Associates perform the necessary groundwater modeling used to determine the physical availability determination and the area of hydrologic impact from the recharge facility. The consultant had knowledge of the Town's AMA aquifer and Big Chino region, and had performed the previous hydrologic analysis of assured water for the Town.
- If approved, the tasks would be completed by the end of November. Upon completion of the work, he recommended coordinating with the Water and Utility Subcommittee to determine the appropriate ADWR applications, determine the amounts of water to apply for in the permits, and complete the necessary recovery wells permit applications.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

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

Vote: 7 - 0 PASSED - Unanimously

- c) Consideration and possible action to authorize Water Attorney Bill Staudenmaier and Manager Grittman to purchase 20 acre feet of assured water supply for \$20,000 an acre foot. (Cecilia Grittman, Town Manager)

Recommended Action: Authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Grittman to purchase 20 acre feet of assured water for \$20,000 an acre foot, for a total of

\$400,000.00.

Mayor Croft requested that this item be forwarded to the August 27 meeting, as there was more work to be done.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to table Item 7(c) to the next meeting.

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

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town's position and instruct the attorneys for the Town regarding the Town's position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn to executive session at 7:00 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

Vote: 7 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:40 p.m.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:40 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

Vote: 7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of August, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of September, 2019.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.e.

Meeting Date: 09/10/2019

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the August 13, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the August 13, 2019, regular meeting minutes.

Attachments

August 13, 2019 Minutes

DRAFT

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

**TUESDAY, AUGUST 13, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 13, 2019.

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; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Police Lieutenant Randy Chapman; Police Officer Dave McNally; Community Services Director Scott Bruner; Water Advisor Mark Holmes; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)

Police Chief Wynn introduced K-9 Gus, who had been with the Police Department for six years, and announced he was retiring to become a house pet in Officer McNally's home. Officer McNally detailed K-9 Gus' career with the Police Department.

Chief Wynn and Officer McNally introduced the new K-9 dog, Lisko, who was purchased from a kennel in the Netherlands through private donation funds; and he had been trained and certified in narcotics detection, and will be trained in apprehensions.

b) Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.

Elizabeth Vicory, Eagle Level Frontier Girl, reported on the Summer Fun Kids Club, which filled the need for a summer book club for children. She spoke about consulting with her advisor team to design and implement the project to best fill the needs of the community and provided an overview of the volunteer time and services to the 222 children that attended the program.

Community Services Director Scott Bruner commended Miss Vicory for this project.

- c) Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

Lorette Brashear introduced Jeff Frohock, who presented a proposal for a repertory theater in the Town. Mr. Frohock spoke about his experience as an educator and in theater, the necessary steps to establish a theater, and the money to be made for the community from the arts. The first production planned was a holiday melodrama in December.

The Mayor stated that the Town needed to support Mr. Frohock and thought his ideas would benefit the Town.

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.

Sarah Bradley spoke of concerns expressed on Chino Valley social media pages regarding alleged criminal activity at a property adjacent to the Chamber of Commerce and asked about the Town addressing the issue. The Mayor stated it was currently in the courts and that the Town Manager would speak with her further.

Ryan Roberts spoke about a conflict with the Town over property he owned on Perkinsville Road that he was unable to develop due to not being able to have septic installed since Town utilities would eventually be run down the easement, but having no timeline or cost for such utilities. The Mayor stated that the Town Manager would speak with him further.

David Melde spoke about the same utilities issue regarding his own property on Perkinsville Road that he was now unable to split and was paying interest while development was stalled. The cost of Town utilities, which he did not believe applied to his property, would cost him more than the value of the land. He suggested that impact fees be used to cover the cost if he was going to be forced to connect to Town utilities. The Mayor stated that the Town Manager would speak with him further.

Perry Stone spoke about a potential situation with hemp and medical marijuana farming, in that cross pollination between the two crops would render marijuana crops useless and put growers out of business. He requested that the Town create a study group with the other five cultivation sites in the Town to consider an ordinance that would require a certain distance between the two crops.

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. 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.

Mayor Croft reported on Congressman Gosar's roundtable on the second amendment and participation in Chino Valley officer recognition; and the upcoming Territorial Days event.

Councilmember Perkins reported on the Boys and Girls Club's ribbon cutting, and the grand opening of the Compass Training Center at the Chino Valley Shooting Range and initial membership of 95 persons.

Vice Mayor Miller reported on the upcoming Chino Valley Mud Run, and Community Services Director Bruner spoke further about the event.

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

Town Manager Grittmann reminded everyone that there would be no Council Study Session next week due to the League of Cities conference.

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.

Council set down items (c) and (e).

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items as written, 6(a), (b), (d) and (f).

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

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network. (Scott Bruner, Community Services Director)

- b) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of \$53,218.23 and a Parks Utility Cart in the amount of \$24,842.58, totaling \$78,060.81. (Scott Bruner, Community Services Director)
- c) Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of \$35,043.02. (Chuck Wynn, Police Chief)

Police Lieutenant Randy Chapman was present to answer questions. Councilmember Miller apologized, noting that he set down the item by accident.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (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

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of \$29,446.48. (Frank Marbury, Public Works Director/Town Engineer)
- e) Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc. (Frank Marbury, Public Works Director)

Vice-Mayor Miller stated that there was no dollar amount included on the agenda. Mr. Marbury stated that it was an annual bid for services and that the Town had estimated about \$75,000 for the year. Town Manager Gritman added that the dollar amount, estimated between \$50,000-\$100,000 annually, was in the staff report and the cost was determined by the tonnage amount that was transported. Council asked that staff include dollar amounts on agenda items, when applicable.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (e) as read.

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

Vote: 7 - 0 PASSED - Unanimously

- f) Consideration and possible action to accept the July 16, 2019, study session minutes.

7) ACTION ITEMS

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

- a) Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraiso Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for El Paraiso.

Town Clerk Lewis reported that the applicant had applied for a Series 12 Restaurant liquor license. The State required the Town to hold a public hearing. All legal requirements were met and staff had not received any comments for or against the application.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to hold a 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

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to recommend approval of the new Series 12 Liquor License for El Paraiso.

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

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply. (Frank Marbury, Public Works Director)

Recommended Action: Execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

Water Advisor Mark Holmes reported that:

- This was a proposal for a water physical availability determination for the Town's entire water service area for now and the future. The purpose of the study was to determine how much groundwater was physically available to serve water customers for 100 years. The study would determine the area of hydrologic impact from the recharge facility and help the Town to establish recovery wells to recover reclaimed water.
- Direct benefits included: (i) The Town could potentially lock up part of this water supply for Old Home Manor, initially for 10 years, and with two additional five-year renewal terms; (ii) The physical availability could be shared with other entities for certificates of assured water supply, saving them a year or more from having to produce their own study; (iii) The Town could recover reclaimed water, which could be provided to other entities; and (iv) The Town would have the ability to utilize its reclaimed water, which was the only increasing renewable supply that it had in its water portfolio.
- The proposal was to have Montgomery Associates perform the necessary groundwater modeling used to determine the physical availability determination and the area of hydrologic impact from the recharge facility. The consultant had knowledge of the Town's AMA aquifer and Big Chino region, and had performed the previous hydrologic analysis of assured water for the Town.
- If approved, the tasks would be completed by the end of November. Upon completion of the work, he recommended coordinating with the Water and Utility Subcommittee to determine the appropriate ADWR applications, determine the amounts of water to apply for in the permits, and complete the necessary recovery wells permit applications.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

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

Vote: 7 - 0 PASSED - Unanimously

- c) Consideration and possible action to authorize Water Attorney Bill Staudenmaier and Manager Grittman to purchase 20 acre feet of assured water supply for \$20,000 an acre foot. (Cecilia Grittman, Town Manager)

Recommended Action: Authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Grittman to purchase 20 acre feet of assured water for \$20,000 an acre foot, for a total of

\$400,000.00.

Mayor Croft requested that this item be forwarded to the August 27 meeting, as there was more work to be done.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to table Item 7(c) to the next meeting.

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

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town's position and instruct the attorneys for the Town regarding the Town's position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn to executive session at 7:00 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

Vote: 7 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:40 p.m.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:40 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

Vote: 7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of August, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of September, 2019.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 09/10/2019
Contact Person: Joshua Cook, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z.

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

SITUATION AND ANALYSIS:

See attached staff report.

Fiscal Impact

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

Attachments

Heritage Point Staff Report
 Heritage Point Preliminary Plat



TOWN OF CHINO VALLEY TOWN COUNCIL Staff Report September 10, 2019

APPLICATION SUMMARY

File Number: P19-000001

Assessor's Parcel Number: 306-13-004X, 306-13-004Z, 306-13-120

Site Location: Located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of Chino Lakes Unit 2 subdivision.

Owners of Record: Big Chino Investors LLC

Applicant: Craig Helsing, Brown Homes

Request: Request for Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

SITE DATA

Existing Zoning	SR-1 (Single Family Residential- 1 Acre Minimum)
Lot Size	89.9 acres (3,916,044 square feet)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 ac or less)
Existing Land Use	Vacant

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	SR-1, CL/SR-1 AG-5	Medium Density Residential (2 ac or less)	Windmill House, Vacant, Single Family Residence
East	SR-1	Medium Density Residential (2 ac or less)	Appaloosa Meadows Phase 2 Subdivision
South	SR-1	Medium Density Residential (2 ac or less)	Chino Lakes No.2 Subdivision
West	SR-1	Medium Density Residential (2 ac or less)	Chino Lakes No.2 Subdivision

BACKGROUND

SITE DESCRIPTION

The subject properties are located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of Chino Lakes Unit 2 subdivision. The properties are accessed by way of West Road 4 North. The site has a zoning classification of SR-1 (Single Family Residential- 1 Acre Minimum) and a land use designation of Medium Density Residential (2 ac or less). Currently there are no improvements on the site. **(See Attachment 1: Vicinity Map)**

The area is predominantly lower to medium density single-family residential development. The properties directly north are zoned SR-1 (Single Family Residential- 1 Acre Minimum) and CL/SR-1 (Commercial Light/ Single Family Residential- 1 Acre Minimum) with the Windmill House, vacant land and a single family residence. To the east, properties are SR-1 (Single Family Residential- 1 Acre Minimum) with Appaloosa Meadows Phase 2 subdivision. The south properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum) with Chino Lakes No. 2 subdivision. To the west, properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum) with Chino Lakes No. 2 subdivision. **(See Attachment 2: Zoning Map)**

HISTORY

On April 26, 2005, Town Council approved a final plat for Heritage Pointe subdivision. The final plat consisted of 75 one (1) acre lots on approximately 90 acres. The final plat was never recorded and subsequently expired.

PROJECT DESCRIPTION

The applicant is requesting approval of the preliminary plat for Heritage Pointe with its associated property boundaries, easements, land use, streets, utilities, drainage and other information requirements for the proposed development.

PRELIMINARY PLAT

The preliminary plat stage of land subdivision involves detailed subdivision planning, submittal, review and approval of the preliminary plat. Per Section 5.2.3 of the Unified Development Ordinance, during the preliminary plat stage, the applicant provides proposed lot configuration, including approximate size and dimensions of lots, information regarding tributary storm runoff channels for frequency storms as well as drainage and utility easements, public areas and platted streets among other information.

The recordation of the plat will subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. **(See Attachment 4: Preliminary Plat)**

All lots will need to conform to the development standards set forth by the SR-1 zoning district including; building setbacks, minimum lot area, minimum lot frontage and maximum building height. Staff has reviewed the preliminary plat at length and has determined that all propose lots meet the minimum lot area of a least one (1) acre. With exception of Lot 1, 2, 13, 16, 17 and 18, all lots meet a minimum lot frontage of 100 feet. Since the applicant is not requesting a (PAD) Planned Area Development overlay for relief on developments standards, staff is expecting the lots to be modified to conform to the SR-1 zoning district development standards before the recordation of the final plat.

All arterial, collector and local streets shall be dedicated to the Town of Chino Valley with all street improvements completed as required by the Unified Development Ordinance. All lots will be served by wells and sewage disposal (septic tanks). Gas will be provided by Unisource and power by Arizona Public Service.

PLANNING COMMISSION HEARING AND RECOMMENDATION

The Planning and Zoning Commission meeting was held on August 6, 2019 at Town Hall. Staff gave a brief overview of the areas current conditions, parcel history and staff findings.

The Commission wanted clarification that all lots that did not meet the development standards would need to be modified before the final review. Staff indicated that the preliminary plat is still at a conceptual stage, those lots that do not meet development standard will not have to be modified until final plat review. The Commission inquired about allowance of certain entitlements, such as animals on properties. The applicant stated that the property owner intended to only allow domesticated animals and that the property owner would be disclosing to home buyers that farm animals were allowed in the neighboring areas.

The public wanted to know if the homes would be developed as two story homes. The applicant stated that the homes would be single story homes with RV garages attached and that size had not yet been determined. Another resident asked if there would be any further public meetings on the development. The Commission responded that the pre-plat would go before Council followed by the technical review process with the Town staff.

Planning and Zoning Commission forwarded a recommendation of approval to Town Council for the preliminary plat.

Vote: 7-0 Passed – Unanimously

STAFF ANALYSIS AND RECOMMENDATION

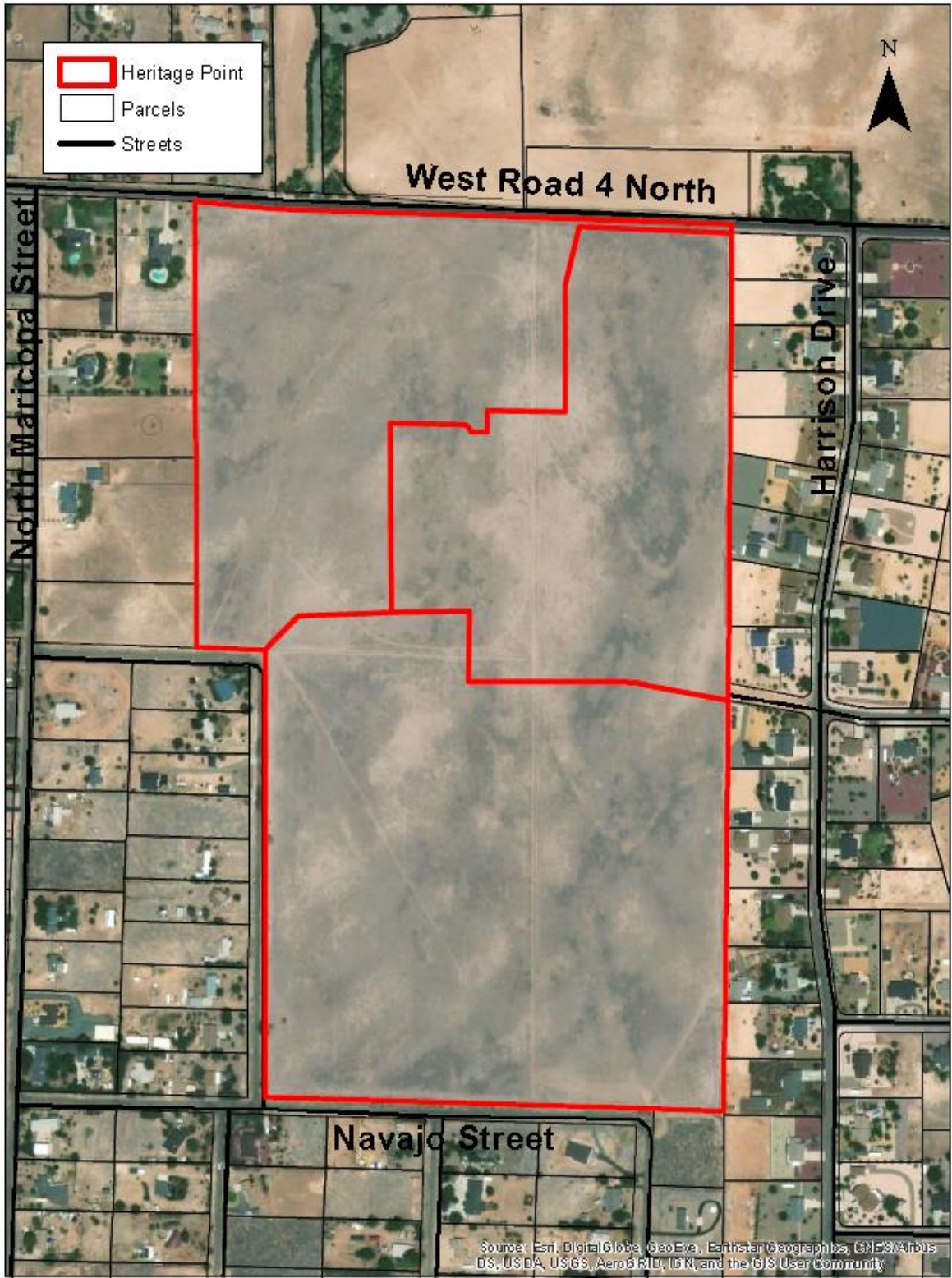
Per the Unified Development Ordinance, the preliminary plat needs to identify all information listed in Section 5.2.3. of the U.D.O. After initial submittal, both Development Service Department and Public Works Department completed an initial review of the plat and sent comments back to the applicant. The applicant resubmitted the plat with modifications and additional information staff requested. After approval of the preliminary plat, the project will go through technical review and then will go back to the public hearing process for approval of the final plat.

RECOMMENDATION ON REQUESTED REZONE

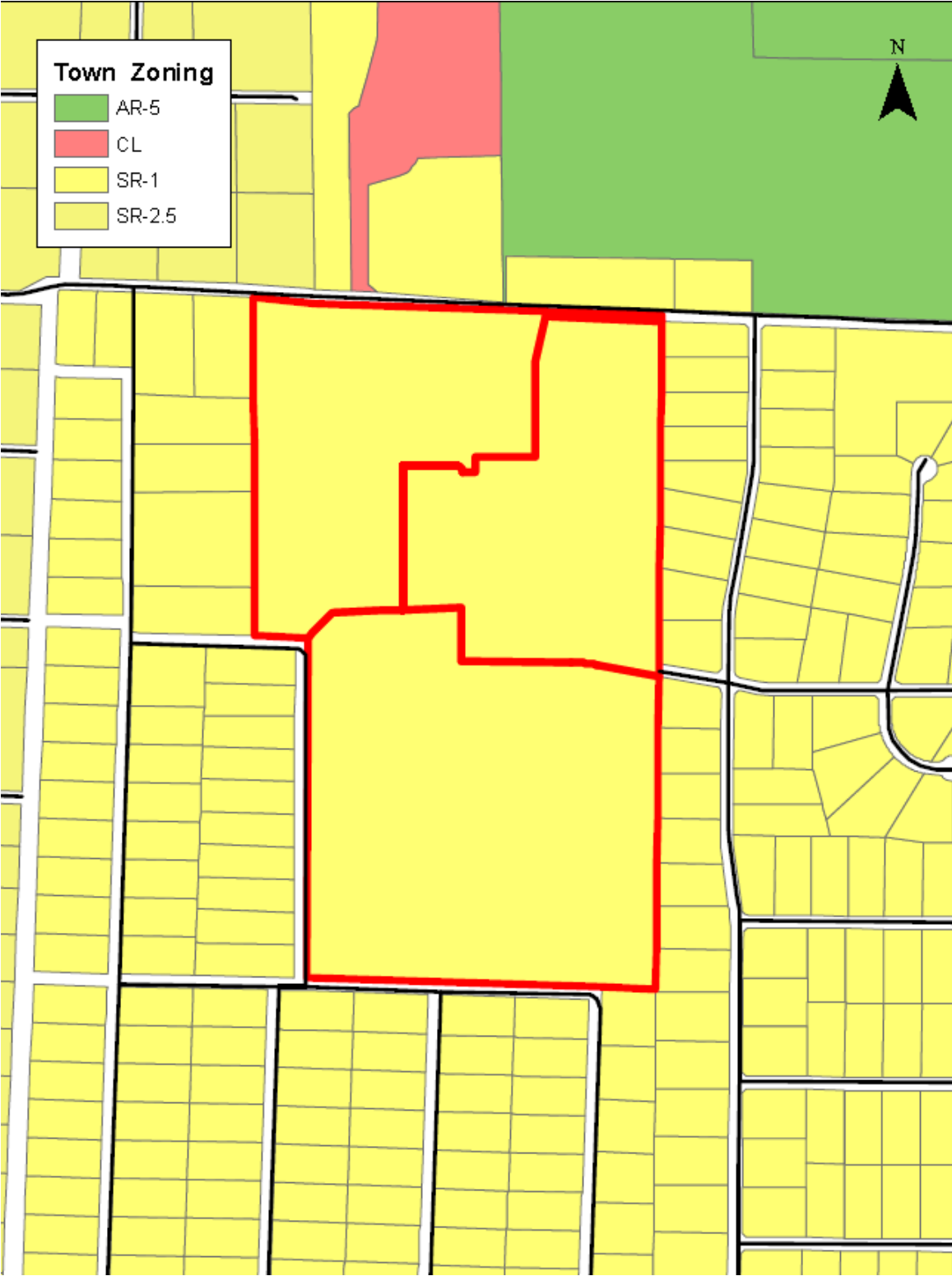
Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council for Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

ATTACHMENTS

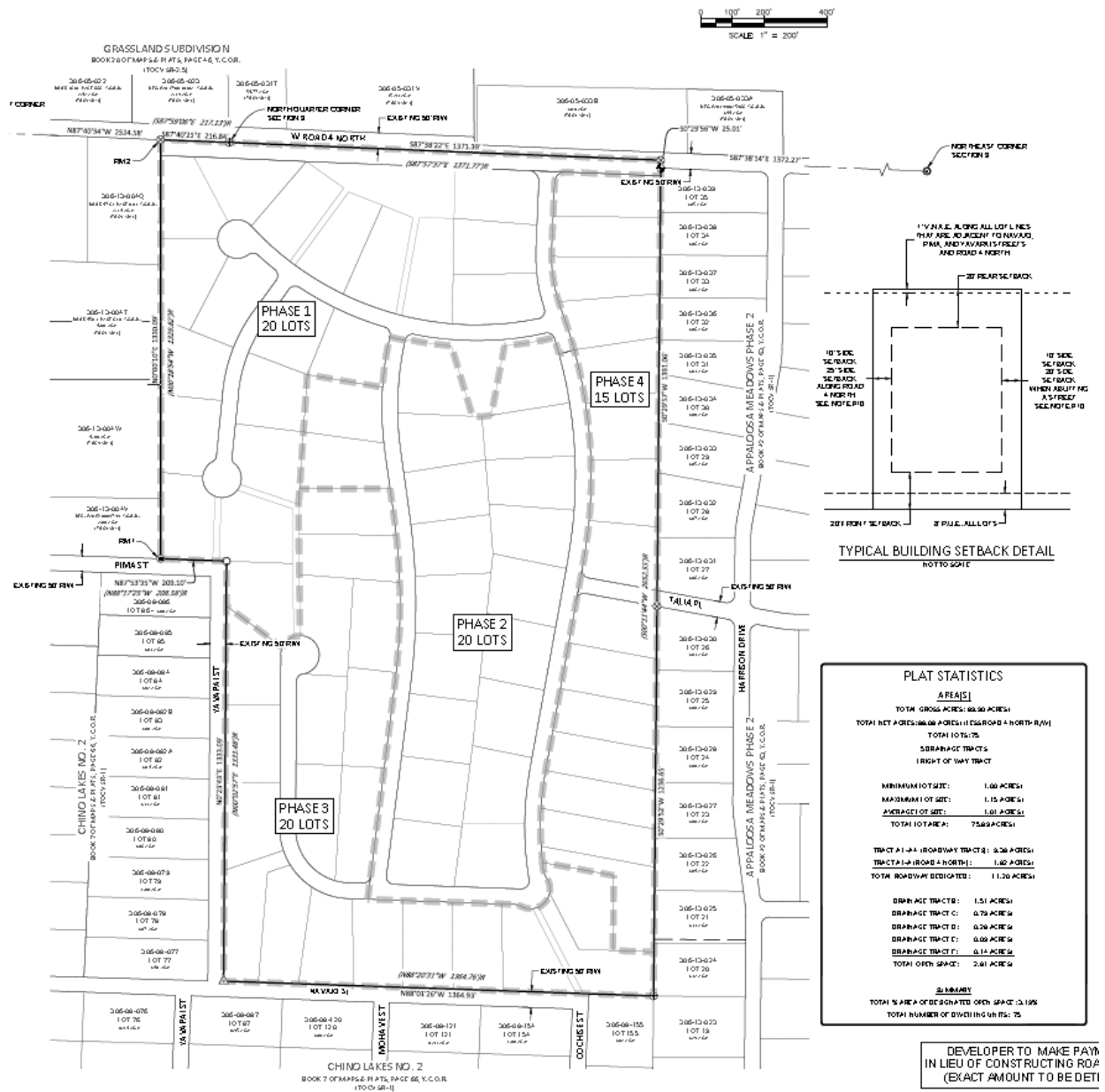
VICINITY MAP

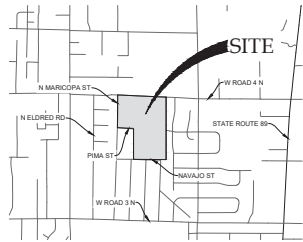


ZONING MAP

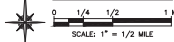


PRELIMINARY PLAT





VICINITY MAP



LEGEND

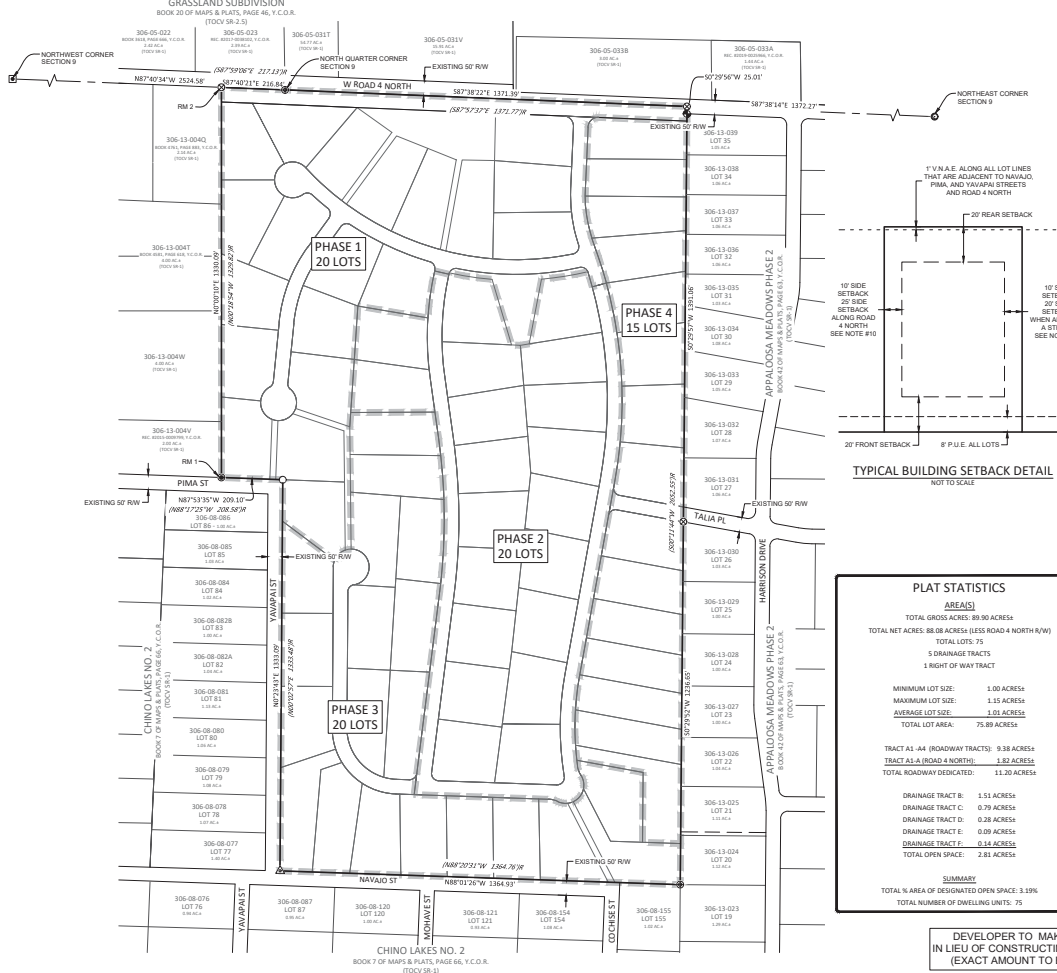
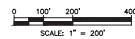
- FOUND 1/2" REBAR AND CAP RLS 16921
- FOUND 1/2" REBAR AND CAP RLS 48100
- FOUND TOWN OF CHINO VALLEY BRASS CAP
- 1" PIPE WITH TAG RLS 12005 PER MBP 43-63
- FOUND 1/2" REBAR AND CAP RLS 33863
- FOUND 1/2" REBAR AND CAP RLS 33863
- FOUND BOAT SPIKE WITH TAG RLS 48100
- 1/2" REBAR NO MARKINGS
- 1/2" REBAR WITH MARKINGS RLS 33861 TO BE SET
- MEASURED DATA BASED ON FIELD SURVEY
- RECORD DATA PER RECEPTION #2018-0029567, Y.C.O.R.
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PARENT PARCEL LINE
- ADJACENT PARCEL LINE
- EXISTING RIGHT OF WAY
- CENTERLINE
- INTERIOR PARCEL LINE
- DRAINAGE EASEMENT DEDICATED PER THIS PLAT
- 1" VEHICULAR NON-ACCESS EASEMENT DEDICATED PER THIS PLAT
- 8" PUBLIC UTILITY EASEMENT DEDICATED PER THIS PLAT
- BUILDING SETBACK PER TOCV ZONING
- INDEX CONTOURS
- INTERMEDIATE CONTOURS
- BARR WIRE FENCE
- DIRT ROAD/KEEP TRAIL
- DRAINAGE LINE
- EDGE OF PAVEMENT
- PROPOSED CURB & GUTTER

SURVEYOR'S NOTES

- THIS SURVEY WAS PERFORMED BY THE SURVEYOR OR HIS ASSIGNS WHOSE SIGNATURE IS AFFIXED TO THE SURVEY DURING THE MONTH OF JUNE OF THE YEAR 2019.
- THIS SURVEY IS SUBJECT TO MODIFICATION AND ENHANCEMENT AS ADDITIONAL DISCOVERY JUSTIFIES.
- A.R.S. 32-151 STATES THAT THE USE OF THE WORD CERTIFY BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IN AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE SUBJECT TO THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY WHO IS UNDER CONTRACT AT THE TIME OF THIS SURVEY AND THE PARTIES LISTED IN THE CERTIFICATION. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT THE PERMISSION OF THE REGISTRANT WHOSE SEAL IS AFFIXED HEREON.
- THIS SURVEY IS ONLY VALID WHEN BEARING THE SEAL AND SIGNATURE OF THE SURVEYOR IN RESPONSIBLE CHARGE.
- THE INTENT OF THIS SURVEY IS TO VERIFY THE BOUNDARIES OF THE REFERENCED PARCEL. WHEN SUCH SURVEY IS BASED UPON A TITLE REPORT, THE CORPORATION AND THE REGISTRANT IN RESPONSIBLE CHARGE WHOSE SEAL IS AFFIXED HEREON MAKE NO STATEMENT AS TO THE ACCURACY OF THAT REPORT BUT HAVE USED IT TO THE BEST OF THEIR ABILITY.
- THE BEARINGS AND DISTANCES AS REPORTED HEREON REFLECT THE INTENDED LOCATIONS OF THE PROPERTY MONUMENTS BOTH FOUND AND SET BY THE SURVEYOR OF RECORD.
- ALL LOTS WILL BE SERVED BY ON LOT WELLS AND ON LOT SEWAGE DISPOSAL. GAS WILL BE PROVIDED BY UNDISCOUR AND POWER BY ARIZONA PUBLIC SERVICE.
- ALL WELLS AND SEWAGE DISPOSAL SYSTEMS WILL HONOR THE YAVAPAI COUNTY CODE FOR MINIMUM SEPARATION BETWEEN SYSTEMS, LOT LINES, AND STRUCTURES.
- SPECIAL SETBACK NOTE: LOT 1, 2, 7, AND 75 WILL HAVE A 25-FOOT SIDE SETBACK ALONG ROAD 4 NORTH; LOT 9, 10, 11, 12, 23, 24, 34, 35, 49, 50, 67, AND 68 WILL HAVE A 20-FOOT SIDE SETBACK ALONG THE SIDE THAT IS ADJACENT TO A STREET.

PRELIMINARY PLAT FOR HERITAGE POINT

PARCELS 306-13-004X, 306-13-004Z & 306-13-120 AS RECORDED AT RECEPTION #2017-0042102, Y.C.O.R.
LOCATED IN SECTION 9, TOWNSHIP 16N, RANGE 2W, GILA AND SALT RIVER MERIDIAN
TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA



TYPICAL BUILDING SETBACK DETAIL



PLAT STATISTICS

AREAS	
TOTAL GROSS ACRES:	89.90 ACRES
TOTAL NET ACRES:	88.08 ACRES (LESS ROAD 4 NORTH R/W)
TOTAL LOTS:	75
5 DRAINAGE TRACTS	
1 RIGHT OF WAY TRACT	
MINIMUM LOT SIZE:	1.00 ACRES
MAXIMUM LOT SIZE:	1.15 ACRES
AVERAGE LOT SIZE:	1.01 ACRES
TOTAL LOT AREA:	75.89 ACRES
TRACT A1-44 (ROADWAY TRACTS):	9.38 ACRES
TRACT A3-A (ROAD 4 NORTH):	1.82 ACRES
TOTAL ROADWAY DEDICATED:	11.20 ACRES
DRAINAGE TRACT B:	1.51 ACRES
DRAINAGE TRACT C:	0.79 ACRES
DRAINAGE TRACT D:	0.28 ACRES
DRAINAGE TRACT E:	0.69 ACRES
DRAINAGE TRACT F:	0.14 ACRES
TOTAL OPEN SPACE:	2.81 ACRES
SUMMARY	
TOTAL N. AREA OF DESIGNATED OPEN SPACE:	3.19%
TOTAL NUMBER OF DWELLING UNITS:	75

DEVELOPER TO MAKE PAYMENT TO THE TOWN OF CHINO VALLEY
IN LIEU OF CONSTRUCTING ROAD 4 NORTH HALF STREET IMPROVEMENTS
(EXACT AMOUNT TO BE DETERMINED WITH ENGINEER'S ESTIMATE)

PARENT PARCEL DESCRIPTION

ALL THAT PORTION OF SECTION 9, TOWNSHIP 16N, RANGE 2W, GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCELS A, B, AND C, PER THAT RECORD OF SURVEY RECORDED AT RECEPTION #2017-0042102, Y.C.O.R.
SAND PARCELS A, B, AND C COMPRISE THAT PARCEL DESCRIBED AT RECEPTION #2018-0029567, Y.C.O.R.

PROJECT INFORMATION

CLIENT / DEVELOPER:
BROWN HOMES
8700 E VIA DE VENTURA, SUITE 350
SCOTTSDALE, AZ 85258
OWNER:
BIG CHINO INVESTORS, LLC
4531 N 16TH STREET, SUITE 103
PHOENIX, AZ 85016
CIVIL ENGINEER/SURVEYOR:
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCIAL CENTER CIRCLE, SUITE B
PRESCOTT, ARIZONA 86301
(928) 717-0171
GEOTECHNICAL ENGINEER:
ENGINEERING & TESTING CONSULTANTS, INC.
417 NORTH ARIZONA AVENUE
PRESCOTT, ARIZONA 86301
(928) 778-9001
SITE DATA:
ASSESSOR PARCEL NUMBER(S)
306-13-004X (24.17 AC.)
306-13-004Z (23.51 AC.)
306-13-120 (42.21 AC.)
ZONING:
SR1; SINGLE FAMILY RESIDENTIAL
20 FOOT FRONT SETBACK
20 FOOT REAR SETBACK
10 FOOT SIDE SETBACK
20 FOOT SIDE SETBACK ALONG STREET
25 FOOT SIDE SETBACK ALONG ROAD 4 NORTH
FLOODPLAIN NOTE:
THIS PROJECT IS LOCATED ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 04025C135G DATED SEPTEMBER 3, 2010 AND THE PARCEL IS NOT IMPACTED BY THE FEMA DELINEATED 100 YEAR FLOODPLAIN.

BASIS OF BEARINGS & BENCHMARKS

THE BASIS OF BEARING FOR THIS PROJECT IS N00°00'00"E A DISTANCE OF 1330.09 FEET ALONG THE WEST LINE OF THE PARENT PARCEL BETWEEN A 1/2" REBAR AND CAP RLS 16921 AT THE WEST ANGLE POINT AND A 1/2" REBAR AND CAP RLS 48100 AT THE NORTHWEST CORNER OF THE PARENT PARCEL.

REFERENCE MARK	NORTHING	EASTING	ELEVATION(BB)
RM 1	378215.33	132568.06	4625.80
RM 2	379545.42	132568.13	4617.79

THE COORDINATES AS DEPICTED HEREON REFLECT THE TOWN OF CHINO VALLEY COORDINATE SYSTEM AS PUBLISHED BY THE TOWN OF CHINO VALLEY AND AVAILABLE ON THEIR WEBSITE.

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 13861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.

SHEET INDEX

1	PROJECT INFORMATION/PARENT PARCEL
2	EXISTING CONDITIONS PLAN
3	PROPOSED CONDITIONS PLAN
4	GEOMETRIC PLAN
5	GEOMETRIC DATA



REVISIONS	DATE	DESCRIPTION
1	08/18/2019	FOR REVIEW ONLY
2	08/18/2019	FOR APPROVAL ONLY
3	08/18/2019	FOR RECORDING ONLY
4	08/18/2019	FOR CONSTRUCTION ONLY
5	08/18/2019	FOR AS-BUILT ONLY



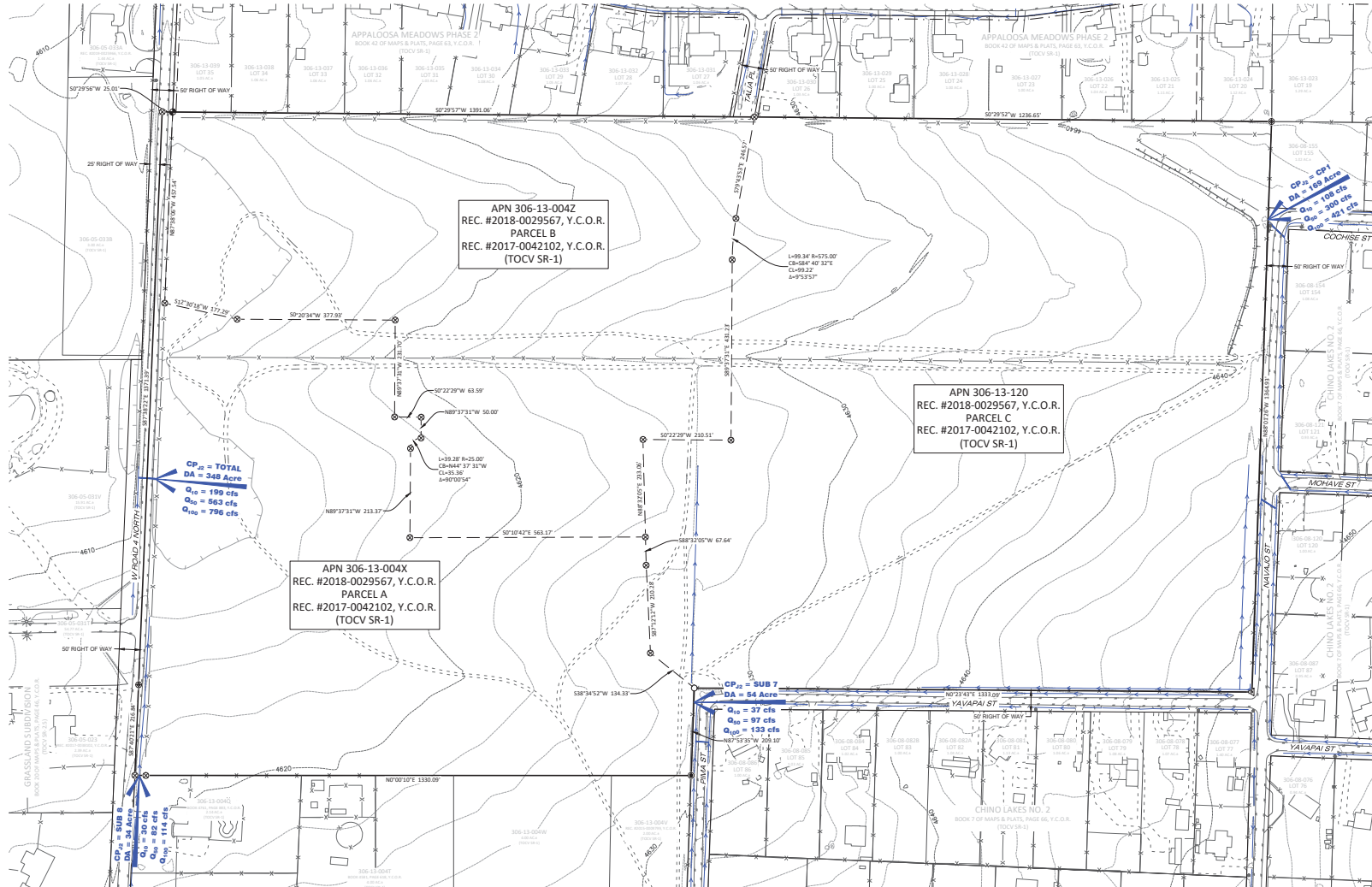
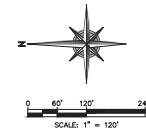
PRELIMINARY PLAT FOR
HERITAGE POINT
8700 EAST VIA DE VENTURA, SUITE 350
SCOTTSDALE, ARIZONA 85258
PROJECT INFORMATION/PARENT PARCEL

PRELIMINARY
FOR REVIEW ONLY
NO COMMENT

DATE	SCALE	FILED	DATE	CHECKED	DATE
08/18/2019	AS NOTED	08/18/2019	08/18/2019	08/18/2019	08/18/2019

PRELIMINARY PLAT FOR HERITAGE POINT

PARCELS 306-13-004X, 306-13-004Z & 306-13-120 AS RECORDED AT RECEPTION #2017-0042102, Y.C.O.R.
LOCATED IN SECTION 9, TOWNSHIP 16N, RANGE 2W, GILA AND SALT RIVER MERIDIAN
TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA



REVISIONS	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



GRANITE BASIN
ENGINEERING, INC.
8700 EAST VIA DE VENTURA, SUITE 300
SCOTTSDALE, ARIZONA 85258
PRELIMINARY PLAT FOR
EXISTING CONDITIONS PLAN

PRELIMINARY
FOR COMMENT
AND COMMENT

DATE	SCALE	FILED	DATE	FILED

2



CHINO LAKES NO. 2
BOOK 7 OF MAPS & PLATS, PAGE 66, Y.C.O.R.

CHINO LAKES NO. 2
BOOK 7 OF MAPS & PLATS, PAGE 66, Y.C.O.R.

3	PRELIMINARY FOR REVIEW AND COMMENT		BROWN HOMES 8700 EAST VA DE VENTURA, SUITE 500 SCOTTSDALE, ARIZONA 85258		 GRANITE BASIN ENGINEERING, INC. THE CONSULTANT'S WORK HEREON IS A PROFESSIONAL SERVICE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OF THIS DOCUMENT IS EXPRESSLY PROHIBITED.			
	JOB#	90908					REVISIONS	
	DATE	8/15/2019						
	SCALE	AS NOTED						
	FIELD	GP						
	DRAWN	DPTLW						
	CHECKED	W						

0 50' 100' 200'

SCALE: 1" = 100'



CHINO LAKES NO. 2
BOOK 7 OF MAPS & PLATS, PAGE 66, Y.C.O.R.

CHINO LAKES NO. 2
BOOK 7 OF MAPS & PLATS, PAGE 66, Y.C.O.R.

ARIZONA 811
at least two full working days
before you begin excavating.
Call 811 or 1-800-55-ARIZONA (762-5346)
in Maricopa County: (602) 263-1180

[illegible]

FOR REVIEW ONLY	
FOR BID ONLY	NUM
FOR APPROVAL ONLY	
FOR RECORDING ONLY	
FOR CONSTRUCTION ONLY	
FOR BIDDING ONLY	



BROWN HOMES
10101 VIA DE VENTURA, SUITE 350
TUCSON, ARIZONA 85725

PRELIMINARY
FOR REVIEW
AND COMMENT

JOB:	10056
DATE:	8/15/2019
SCALE:	AS NOTED
FIELD:	DP
DRAWN:	DATYL
CHECKED:	TO

4

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 09/10/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: Various Locations

AGENDA ITEM TITLE:

Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects.

RECOMMENDED ACTION:

Award construction Contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects.

SITUATION AND ANALYSIS:

Streets to be Reconstructed include:

Reed Road from Center Street to Road 1 North - Pulverize, add 4" ABC, and Pave 3" Asphalt	\$259,315.00
Road 1 North from just east of Highway 89 to Road 1 East - Pulverize, add 4 " ABC, Pave 4" Asphalt	\$165,360.00
Peppertree Pl. from Juniper to Road 2 North - Pulverize, Pave 4" Ashpalt	\$86,418.90
Jerome Junction - Fine Grade, Pave 3" Asphalt, adjust manholes	\$67,029.75
Horizon Way - Pulverize, Pave 3" Asphalt	\$29,677.05
Traffic Control Allowance	\$17,000.00
Total Cost including Sales Tax is a not to exceed amount of Cooperative Contract to be used is issued by City of Buckeye	\$666,834.17

Other Pertinent Documents Available Upon Request:

Appendix 7b-A. Cooperative Purchasing Agreement (construction contract) with Sunland Asphalt may be viewed online at www.chinoaz.net/agendacenter with the September 10, 2019 Council meeting documents

Fiscal Impact**Fiscal Impact?:** Yes**If Yes, Budget Code:** Various**Available:** 666,834.17**Funding Source:**

The projects will be paid from the following line items included in the fiscal year 2019/2020 budget.

Chip Seal Projects - HURF 02-78-5400 \$150,000

Jerome Junction - CAPITAL IMPROVEMENT FUND 05-90-5536 \$100,000

Extra HURF Funding - HURF 02-78-5400 \$198,000

Road Materials - HURF \$218,834

Attachments

Sunland Proposal

775 W Elwood Street
 Phoenix, AZ 85041
 (p) (602) 323-2800 (f) (602) 910-3224



To:	Town of Chino Valley	Contact:	Frank Marbury
Address:	1982 Voss Drive, #201 Chino Valley, AZ 86323 USA	Phone:	928-636-2646
		Fax:	
Project Name:	Town of Chino Valley - FY20 Reconstruction Projects	Bid Number:	PH004034
Project Location:	202 North State Route 89, Chino Valley, AZ	Bid Date:	8/29/2019

City of Buckeye JOC
Mill & Pave Projects
Contract No - 2019005-04

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<u>Reed Rd - Pulverize / Grade / Pave</u>	8,365.00	SY	\$31.00	\$259,315.00
Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings. Mobilize To Site. Provide Traffic Control And Barricades During Our Scope Of Work. Provide A Private Locator To Locate Underground Obstacles. Make Necessary Saw cuts. Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness. Place and Finish 4" of Aggregate Base Course. Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 3" After Compaction With A Steel Wheeled Vibratory Roller. Includes MAG 201 Type "B" Thickened Edge				
This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.				
<u>Rd 1 North - Pulverize / Grade / Pave</u>	4,240.00	SY	\$39.00	\$165,360.00
Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings. Mobilize To Site. Provide Traffic Control And Barricades During Our Scope Of Work. Provide A Private Locator To Locate Underground Obstacles. Make Necessary Saw cuts. Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness. Place and Finish 4" of Aggregate Base Course. Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 4" After Compaction With A Steel Wheeled Vibratory Roller. Includes MAG 201 Type "B" Thickened Edge				
This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.				

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<u>Peppertree Pl / Road 2 North Intersection to Tumbleweed - Pulverize / Grade / Pave</u> Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings. Mobilize To Site. Provide Traffic Control And Barricades During Our Scope Of Work. Provide A Private Locator To Locate Underground Obstacles. Make Necessary Saw cuts. Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness. Fine Grade Existing Base, Add Moisture, And Compact To Grade. Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 4" After Compaction With A Steel Wheeled Vibratory Roller. Includes MAG 201 Type "B" Thickened Edge This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.	3,807.00	SY	\$22.70	\$86,418.90
<u>Jerome Jct / Gavin Crt Tie In - Grade / Pave</u> Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings. Mobilize To Site. Provide Traffic Control And Barricades During Our Scope Of Work. Make Necessary Saw cuts. Fine Grade Existing Base, Add Moisture, And Compact To Grade. Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 3" After Compaction With A Steel Wheeled Vibratory Roller. Final adjustment of 3 manholes to new pavement elevation. Includes MAG 201 Type "B" Thickened Edge This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.	2,883.00	SY	\$23.25	\$67,029.75
<u>Horizon Way - Pulverize / Grade / Pave</u> Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings. Mobilize To Site. Provide Traffic Control And Barricades During Our Scope Of Work. Provide A Private Locator To Locate Underground Obstacles. Make Necessary Saw cuts. Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness. Fine Grade Existing Base, Add Moisture, And Compact To Grade. Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 3" After Compaction With A Steel Wheeled Vibratory Roller. Includes MAG 201 Type "B" Thickened Edge This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.	1,157.00	SY	\$25.65	\$29,677.05
<u>Traffic Control Allowance</u> Provide Traffic Control & Barricades Within Our Scope Of Work Per Town Of Chino Valley Requirements. TCP's Are To Be Drafted And Submitted To Town Of Chino Valley For Approval Prior To Start Of Work. Traffic Control Will Be An Allowance Item In Order To Provide All Of The Requested Labor & Devices (Flaggers, VMB's, Off-Duty Officers, Etc.) At The Town's Direction. Costs Shown Are <u>Only An Estimate</u> . Actual Costs For Traffic Control Items Will Be Billed At Cost Plus 10% Mark-Up. These Items Will Be Subject To Tax & Bond As Part Of The Overall Contract Value.	1.00	AL	\$17,000.00	\$17,000.00
Bid Price Subtotal:				\$624,800.70
Total Yavapai County / Chino Valley 6.7275%:				\$42,033.47
Total Bid Price:				\$666,834.17

Notes:

- In order to hold pricing, this proposal must be signed and returned within 30 days from the bid date specified above.

- **Material pricing is good through 12-28-2019.**
- Pricing excludes striping, utility adjustments, night/weekend work, permits, fees, notifications, QC testing, gate loops, painting bumper blocks, permanent signage, herbicide, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)
- The depth of the existing asphalt is only an estimate. Additional depth may require additional charges. The pulverization of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the pulverization, it is determined that water has weakened either the base or sub-base, we will negotiate additional charges to correct the unforeseen problem. Note: Sunland Asphalt recommends that an independent testing lab perform core sampling to determine the stability of the subgrade soils. Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sunland Asphalt & Construction, Inc.

Authorized Signature: _____

Project Consultant: Rick Risner
602-705-1041 rrisner@sunlandasphalt.com

- **Sunland Asphalt Terms and Conditions:**

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

- 1. **PAYMENT**

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

- 2. **INTEREST AND EXPENSES**

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

- 3. **ATTORNEYS' FEES**

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

- 4. **CONTINUED PERFORMANCE**

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

- 5. **BACK CHARGES**

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

- 6. **WORK AREAS**

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

- 7. **TIME FOR PERFORMANCE**

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

- 8. **WORKMANSHIP**

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

- 9. **WORK HOURS**

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

- 10. **NOTICE**

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

- 11. **LIEN RIGHTS**

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

- 12. **LABOR**

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

- 13. **LIQUIDATED DAMAGES**

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

- 14. **SCHEDULE**

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

- 15. **INSURANCE RESTRICTION**

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

- 16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

- 17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

- 18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

- 19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 09/10/2019
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Civiltec Engineering, in an amount not to exceed \$36,500, for research and planning relating to submitting a Wayfinding Sign Plan with ADOT.

RECOMMENDED ACTION:

Approve professional services agreement between the Town of Chino Valley and Civiltec, in an amount not to exceed \$36,500, regarding the Wayfinding Sign Program.

SITUATION AND ANALYSIS:

The professional services agreement with Civiltec is the first step in achieving Wayfinding signs in Town. The second step will be in the next fiscal year, which will include the purchase and installation of the signs.

Wayfinding guide signs are used to aid travelers in identifying and locating their travel destinations with guidance to major civic, cultural, visitor and recreational destinations within a specified region. By the use of such signage, a region's most prominent features, attractions and assets may be identified and signed. Wayfinding is an ADOT program and such guide signs will enhance the nature and provide character to the town as they will also have our town logo.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5600
Available: \$36,500
Funding Source:
 Funds will come from the Contingency Fund Line Item.

Attachments

PSA-Civiltec Eng - Wayfinding-Rev

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of September 10, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town is in need of a wayfinding guide sign system plan for vehicular directional signs (the “Plan”).

B. Consultant possesses the skill and experience necessary to research existing wayfinding sign programs for SR89 and develop a Plan for submittal to the Arizona Department of Transportation (the “Services”).

C. Pursuant to Section 32.08(D) of the Town Code, the Town desires to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 26, 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 A** 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.

3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$36,500.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of **Exhibit A**.

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

5. Safety Plan. 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 adequate, 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 shall 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 A, 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 12.

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. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

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 Maricopa 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 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:	Civiltec Engineering, Inc. 2054 North Willow Creek Road Prescott, Arizona 86301 Attn: Richard E. Aldridge, P.E., M.B.A.

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 is 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 § 35-393, Arizona Revised Statutes.

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

16.20 Time is of the Essence. The timely completion of the Project 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 L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

CIVILTEC ENGINEERING, INC.
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.



July 10, 2019

EXHIBIT A

Town of Chino Valley
Attn: Ms. Maggie Tidaback
Economic Development Project Manager
202 N. State Route 89
Chino Valley, AZ 86323

Email: mtidaback@chinoaz.net

**Subject: Town of Chino Valley Wayfinding Guide Sign System Plan
Civiltec Proposal No. PP19040.00**

Dear Ms. Tidaback:

Civiltec Engineering, Inc. (Civiltec) appreciates the opportunity to submit this proposal to The Town of Chino Valley (Client) for professional engineering services for the above referenced project located in Chino Valley, Arizona.

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop a Wayfinding Guide Sign System Plan for submittal to and approval by the Arizona Department of Transportation.

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

Phase 1 – Wayfinding Guide Sign System Plan

Civiltec will research existing wayfinding sign programs for SR89 and the requirements for developing a plan for the installation of new wayfinding signs within the Town limits. A summary of the existing conditions, constraints and requirements affecting the planned sign installations will be developed to support the Wayfinding Guide Sign System Plan (PLAN) to be developed in Tasks 3 and 4.

Task 1 – Research and Data Collection

Civiltec will collect and review existing roadway conditions, sign locations, any SR89 sign programs, sign requirements, clear zone limits and other constraints affecting the design and placement of new wayfinding sign installations. Civiltec will schedule and attend a planning meeting with Town Staff to review the results of our findings and to discuss the elements to include in a preliminary alignment plan for the new signs.

Task 2 – Preliminary Sign Alignment Plan

Upon completion of Task 1, Civiltec will provide a conceptual sign location exhibit on an aerial background showing the locations, approximate distances from the intersections, sign graphic and sign installation details consistent with ADOT standard sign installation details. This task includes incorporation of Town provided graphics for logos and enhancement markers in CADD and preparation of conceptual sign graphics for review.

A meeting with the Town will be scheduled to review the exhibits and details/graphics for concurrence with sign placement and design details.

Task 3 – Pre-Final Wayfinding Guide Sign System Plan, Standards, Details and Submittal to ADOT

Upon completion of Task 2, Civiltec will prepare a pre-final Wayfinding Guide Sign System Plan for vehicular directional signs. The draft plan will include the detailed map of the proposed locations, engineering standards, details and graphics for review by the Town and subsequent submittal to ADOT. The Wayfinding Guide Sign System Plan shall include the following elements per ADOT's policy on Wayfinding Signs requirements as outlined in the ADOT Traffic Engineering Guidelines and Processes, June 2015, Section 300-Signs, Section 338 for Wayfinding Signs:

1. Information on the Town of Chino Valley Existing Wayfinding Sign Program, if any;
2. A Detailed Map defining the proposed location where signs are to be installed;
3. Graphical representations of the sign formats to be used including any special color coding;
4. Provide detailed information on the sign design, colors, sizes, spacing and other requirements for sign installations in accordance with the MUTCD;
5. Include ADOT details for foundations and posts and other necessary construction elements;
6. Include Identification Enhancement Marker details and graphics

A meeting with the Town will be scheduled to review the Pre-Final PLAN prior to submittal to ADOT.

Task 4 –Final Wayfinding Guide Sign System Plan, Standards, Details and Submittal to ADOT

After receipt of ADOT review comments, Civiltec will prepare and issue the final Wayfinding Guide Sign System Plan including the location map, engineering standards, details and graphics in word.doc, excel, CADD .dwg and PDF format for review and approval by ADOT and adoption by the Town. Civiltec will prepare and issue the final documents in word.doc, excel, CADD .dwg as necessary for final ADOT review and final approval by the Town.

Phase 2 – Public Meetings

Civiltec will attend additional Town meetings on an as-requested basis by Town Staff. An allowance has been included in the project fee for Civiltec to attend public meetings including, but not limited to, Town Planning Commission, Town Council, ADOT review meetings, public outreach, individual property owner meetings or other additional meetings as requested by the Town.

Task 1 –Public Meeting Allowance

A total of 16 hours has been included for additional project meetings, to be billed on an hourly rate basis if requested by Town Staff.

Phase 3 – Preparation of Bid Documents

Upon final approval of the Plan, Civiltec will prepare construction plans, specifications and bid documents for use in bidding and constructing the project. Bid documents are anticipated to be prepared in 8-1/2" x 11" page format with supplemental drawings and details included in 11" x 17" format.

Task 1 –Construction Plans, Specifications and Bid Documents:

Civiltec will prepare and furnish to the Town a set of bid-ready construction documents for bidding and installation of the signs via a public bid process.

Assumptions:

The Town will provide Civiltec with the appropriate existing documents including, but not limited to, the following:

1. Any sign code guidelines that may affect the sign locations, sizes, or other installation issues for compatibility with Town requirements. These will be compared to the allowable ADOT sign requirements.
2. An AutoCAD quality Town Logo or other graphic to be included as an Identification Enhancement Marker or Pictograph to be installed on the top or sides of the wayfinding guide signs.
3. Civiltec will utilize ADOT, MAG and Quad-City standards and details as the primary sources for development of the sign installation standards and details.
4. The project assumes the signs will be for vehicular directional signs only. Pedestrian directional signs are not anticipated to be incorporated into the plan.
5. Civiltec will prepare the project construction plans and project Special Provisions for bidding. Post design services, including final bid documents preparation, bid management and construction management/observations and other construction phase services will be by Town Staff. If post design services are requested, Civiltec is available to perform any or all of these tasks via a separate post design services proposal.

All submittals will be made via direct email or SharePoint distribution of the electronic files for printing and review by Town Staff.

DELIVERABLES

Civiltec will provide the Town with the following deliverables for the project:

Phase 1 - Task 2 - Preliminary Draft compilation of the alignment plan and other documents and details to be utilized by the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those will be furnished as well.

Phase 1 - Task 3 – A Pre-Final Wayfinding Guide Sign System Plan (PLAN) to be utilized by the Town of Chino Valley and ADOT will be prepared in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those will be furnished as well. Upon completion of the Towns review, the Final compilation of documents will be furnished to the Town in PDF and word.doc, excel and/or CADD files as appropriate. This Task 3 includes the submittal to ADOT for review of the wayfinding project and sign locations, details and other documents for approval of the Plan. This Task 3 also includes preparation of an estimate of the Engineers Opinion of Probable Construction Cost for installation of the signs.

Phase 1 - Task 4 – Final compilation of the PLAN to be utilized by the Town of Chino Valley and ADOT in PDF file format for approval by ADOT and for preparation of construction plans. If word.doc, excel or CADD files are requested, those will be furnished as well. Upon completion of the Towns review, the Final compilation of documents will be furnished to the Town in PDF and word.doc, excel and/or CADD files as appropriate. This Task 4 also includes preparation of a final estimate of the Engineers Opinion of Probable Construction Cost for installation of the signs.

Phase 3 - Task 1– Civiltec will prepare the Construction Plans, Specifications and Bid documents in PDF file format for bidding and construction of the signs by the Town. Files will be furnished in word.doc, excel and/or CADD files as appropriate for bidding. Construction permit submittals to ADOT for the installation of the signs, traffic control and other work within the SR89 ROW will be the responsibility of the project Contractor.

SCHEDULE

Civiltec is available to commence this project immediately. Due to the nature of the project, a detailed schedule cannot be determined. It is anticipated that the project will require 4 -6 months for compilation, review, draft submittals, Town and ADOT reviews and preparation of the final documents for bidding and construction of the project.

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Phase 1 - Wayfinding Guide Sign System Plan	\$26,232.00
Phase 2 - Public Meeting Allowance	\$2,800.00
Phase 3 – Preparation of Bid Documents	\$7,468.00
Total Fee.....	\$36,500.00

Reference our attached staff-hours detailed cost summary for the hour's distribution for the project.

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiation based on current rates.

Reimbursables / Additional Services

Reimbursable expenses are estimated at a lump sum amount of \$500 and will be billed on a percent complete basis without backup documentation over the term of the contract. Reimbursable expenses are included in the Phase 1 budget. Additional services may be authorized by the Client based on Civiltec's Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

PP19040.00-TOCV-Wayfinding Signs Project - EXHIBIT A

July 10, 2019

Page 5 of 5

We are looking forward to working with you and will begin work upon receipt of a fully executed contract with the Town of Chino Valley.

Sincerely,

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'R. Aldridge', with a stylized flourish extending to the right.

Richard E. Aldridge, P.E., M.B.A.
Principal Engineer / Branch Manager

Proposal Name - TOCV WAYFINDING GUIDE SIGN SYSTEM PLAN

Proposal Number: PP19040.00

Project Location - TOWN OF CHINO VALLEY - SR89

Time and Fee Estimate

Date: July 5, 2019

		HOURS BY PIC	HOURS BY PM	HOURS BY PE	HOURS BY D	HOURS BY Admin	REIMB. EXPENSE	TOTAL COST
SCOPE OF WORK		\$ 195.00	\$ 175.00	\$ 145.00	\$ 122.00	\$ 66.00		
Phase 1 -	WAYFINDING GUIDE SIGN SYSTEM PLAN							\$ 26,232.00
Task 1 -	RESEARCH AND DATA COLLECTION - PLANNING MEETING		8	8	4			\$ 3,048.00
Task 2 -	PRELIMINARY SIGN ALIGNMENT PLAN - PLANNING MEETING		12	12	24			\$ 6,768.00
Task 3 -	PRE-FINAL WAYFINDING GUIDE SIGN SYSTEM PLAN - REVIEW MEETING - SUBMITTALS	1	12	24	40	2		\$ 10,787.00
Task 4 -	FINAL WAYFINDING GUIDE SIGN SYSTEM PLAN - SUBMITTALS	1	8	10	16	2		\$ 5,129.00
Task 5 -	REIMBURSABLE EXPENSES						\$ 500.00	\$ 500.00
Phase 2 -	PUBLIC MEETING ALLOWANCE							\$ 2,800.00
Task 1 -	PUBLIC MEETING ALLOWANCE		16					\$ 2,800.00
Phase 3 -	PREPARATION OF BID DOCUMENTS							\$ 7,468.00
Task 1 -	CONSTRUCTION PLANS, SPECIFICATIONS AND BID DOCUMENTS		16	12	24			\$ 7,468.00
HOURS		2	72	66	108	4		252
BUDGET		\$ 390.00	\$ 12,600.00	\$ 9,570.00	\$ 13,176.00	\$ 264.00	\$ 500.00	\$ 36,500.00

PIC = Principal Engineer
SrE = Senior Engineer
PE = Project Engineer
D = Designer
DR = Drafter
Assistant/Clerical
CO = Construction Observer

PM = Project Manager
PrEE = Principal Electrical Engineer
SE = Staff Engineer
DD = Designer/Drafter
Admin = Administrative
SM = Survey Manager

Civiltec Project Manager

Richard Aldridge

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 09/10/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Parcel No. 800-13-034F (Perpendicular to Granite Creek Lane)

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

RECOMMENDED ACTION:

Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

SITUATION AND ANALYSIS:

Town staff is of the opinion that the 50' roadway easement known as Yavapai Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane is not necessary for public use at this time and was accepted in error. The Town of Chino Valley is authorized to terminate and convey, without receiving payment, such easement pursuant to Arizona Revised Statutes § 9-402(E).

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

RES 2019-1142 Peterson Abandonment
 Map

RESOLUTION NO. 2019-1142

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, VACATING, ABANDONING, AND TERMINATING ITS INTEREST IN THE 50' ROADWAY EASEMENT KNOWN AS YAVAPAI COUNTY ASSESSOR'S PARCEL NO. 800-13-034F, WHICH IS PERPENDICULAR TO GRANITE CREEK LANE; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, the Town Council of the Town of Chino Valley finds that the 50' Roadway Easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which parcel is perpendicular to Granite Creek Lane as described in the attached Exhibit A is not necessary for public use at this time and was accepted in error; and

WHEREAS, the Town of Chino Valley is authorized to terminate and convey, without receiving payment, such easement pursuant to ARIZ. REV. STAT. § 9-402(E).

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

SECTION 1. The 50' Roadway Easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane, and legally described in Exhibit A, attached hereto and incorporated herein, is hereby terminated and conveyed to the owners of the properties burdened by the Easement.

SECTION 2. The Nonrevocable Offer for Dedication of Public Roadway dated August 8, 2017, and recorded in the Yavapai County Recorder's Office at Document No. 2017-0042532 on August 21, 2017, is not terminated by this Resolution and shall remain in effect.

SECTION 3. The Town Clerk is hereby authorized and directed to record a copy of this Resolution with the Yavapai County Recorder evidencing the permanent termination of said Easement.

SECTION 4. Pursuant to ARIZ. REV. STAT. § 28-7213, this Resolution shall become effective on the date it is recorded in the Office of the Yavapai County Recorder.

SECTION 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 10th day of September, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

I hereby certify the above foregoing Resolution No. 2019-1142 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 10, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1142

[Legal Description]

See following page.

All that portion of the Northwest quarter of Section 11, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

A 50.00 foot easement for ingress-egress and public utilities laying East of, running parallel with and adjacent to the following described line.

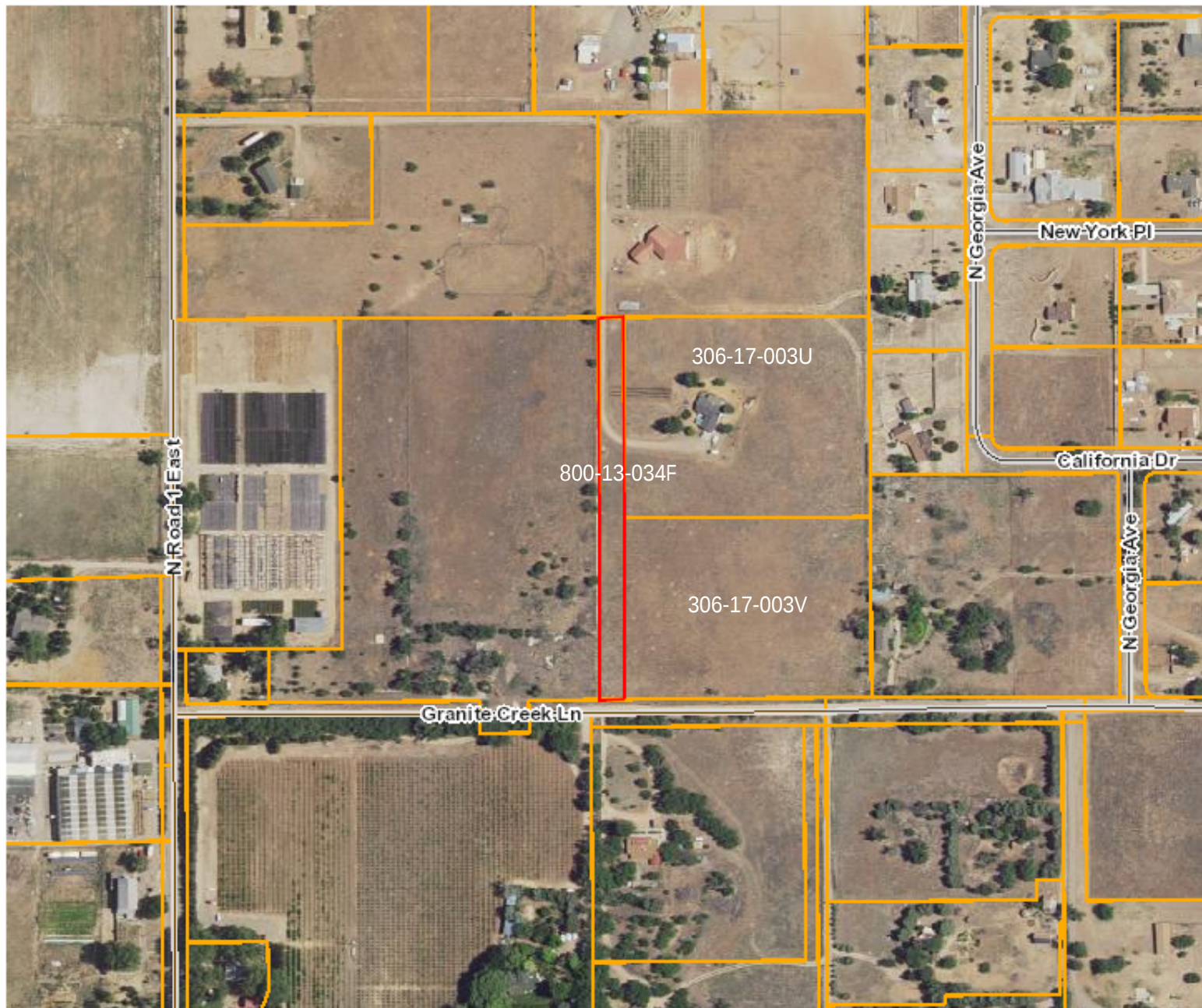
COMMENCING at the Northwest corner of Section 11;

Thence South 00°03'57" West along the West line of said Section 11, a distance of 674.00 feet;

Thence South 89°56'49" East, a distance of 852.60 feet;

Thence South 00°14'03" West, a distance of 402.25 feet to THE POINT OF BEGINNING.

Thence continuing South 00°14'03" West, a distance of 773.19 feet to a point on the North Right-of-Way line of Granite Creek Lane and the END OF THIS EASEMENT.



Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg

Legend truncated...



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

Map printed on: 5.29.2019