**Town of Chino Valley**

**MEETING NOTICE**
**TOWN COUNCIL**

**REGULAR MEETING**
**Tuesday, October 9, 2012**
**6:00 P.M.**

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

# AGENDA

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

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

**a)** Presentation by Arizona Department of Transportation regarding possible construction of two round-abouts located at the intersections of State Route 89 and Perkinsville Road and State Route 89 and Road 4 North. (Ron Grittman, Town Engineer)

**3) CALL TO THE PUBLIC**

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

**4) RESPONSE TO THE PUBLIC**

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

**5) CURRENT EVENT SUMMARIES AND REPORTS**

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

**a)** Presentation regarding Town wide managed print services. (Spencer Guest, I.T. Specialist)

**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.*

**7) ACTION ITEMS**

**a)** PUBLIC HEARING regarding Resolution No.12-1000, proposing an extension of the alternative expenditure limitation—home rule option. (Joe Duffy, Finance Director)

Recommended Action: Hold public hearing.

**b)** Consideration and possible action to approve the modification of the Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation (ADOT) to allow the Town of Chino Valley to contract with Jon Hair for the delivery of three equine sculptures. Funds in the amount of $250,000 to come from ADOT reimbursement. (Ron Grittman, Town Engineer)

Recommended Action: Approve the modification of the Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation to allow the Town of Chino Valley to contract with Jon Hair for the delivery of three equine sculptures with funds to be reimbursed from ADOT.

**c)** Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Jon Hair Studio of Fine Art in an amount not to exceed $250,000.00 for the construction and placement of three monumental bronze equine sculptures within the round-about at Outer Loop Road and State Route 89. The Town will be reimbursed from ADOT for all expenditures for this project; funds will be accounted for in the Grant Fund. (Ron Grittman, Town Engineer)

Recommended Action: Approve the Professional Services Agreement between the Town of Chino Valley and Jon Hair Studio of Fine Art in an amount not to exceed $250,000.00 for the construction and placement of three monumental bronze equine sculptures within the round-about at Outer Loop Road and State Route 89.

**d)** Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Lyon Engineering for the design of the flood control project at Road 3 North at Town Hall in an amount not to exceed $52,075. The Town will be reimbursed 100% from the Yavapai County Flood Control District. (Ron Grittman, Town Engineer)

Recommended Action: Approve the Professional Services Agreement between the Town of Chino Valley and Lyon Engineering for the design of the flood control project Road 3 North at Town Hall in an amount not to exceed $52,075.

**e)** Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Stroh Architects for the design of the modifications to the old Town Hall building to be converted into an expansion of the Chino Valley Library in an amount not to exceed $16,000. Funds to come from Library Impact Fees and additional funds will be available from the Yavapai County Library District. (Ron Grittman, Town Engineer)

Recommended Action: Approve the Professional Services Agreement between the Town of Chino Valley and Stroh Architects for the design of the modifications to the old Town Hall building to be converted into an expansion of the Chino Valley Library in an amount not to exceed $16,000.

**f)** Report and possible discussion regarding an Open Meeting Law violation and guidelines for Council communications with regard to the Open Meeting Law. (Tom Kack, Town Attorney)

**g)** Consideration and possible action to approve an upgrade to the Town's Municipal Software as described in the Caselle Clarity Upgrade Software & Services Proposals dated September 12, 2012 for a total amount of $55,425. The Town did not budget for this project this fiscal year; staff recommends using Contingency Funds for this fiscal year's portion of $17,925 and budgeting $22,800 in fiscal year 2013 and $14,700 in fiscal year 2014. (Joe Duffy, Finance Director)

Recommended Action: Approve Caselle Clarity Upgrade Software & Services Proposals dated September 12, 2012 for a total amount of $ 55,425.

**h)** *Continued from September 6, 2012:* Continued discussion and possible action regarding User Fee Schedule prepared by Heinfeld & Meech, dated August 2012. (Cecilia Watts, General Services Director)

Recommended Action: Direct staff regarding User Fee Study and fees that are currently automatically adjusted each year per the Engineering News Record index.

**i)** Consideration and possible action in support of three resolutions presented by the Greater Arizona Mayors Association (GAMA). (Mayor Marley)

Recommended Action: To be determined per Council discussion.

## 8) EXECUTIVE SESSION

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

## 9) ADJOURNMENT

Dated this 2nd day of October, 2012.

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

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/clerk/townagenda.shtml, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

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

# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 2. a.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person:** | Ron Grittman, Public Works |
| | Phone: 928-636-2646 x-1223 |
| **Item Type:** | N/A |
| **Estimated length of Staff Presentation:** | 15 minutes |
| **Physical location of item:** | State Route 89 at Perkinsville Road and State Route 89 at Road 4 North |

**AGENDA ITEM TITLE:**

Presentation by Arizona Department of Transportation regarding possible construction of two round-abouts located at the intersections of State Route 89 and Perkinsville Road and State Route 89 and Road 4 North. (Ron Grittman, Town Engineer)

**SITUATION & ANALYSIS:**

Over the past several staff has been working with the Arizona Department of Transportation (ADOT) regarding the possible construction of intersection improvements at Highway 89 and Perkinsville Road along with Highway 89 and Road 4 North. ADOT has begun the development of the project assessment and will be presenting the proposed design that they want to take to final design. The project assessment process requires that ADOT take a lot of public comment. This presentation is designed to impart knowledge as to the proposed intersection improvements and incorporate comments from the Council and public into this process.

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. a.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Joe Duffy, Finance |
| | Phone: 928-636-2646 x-1211 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 10 minutes |
| **Physical location of item:** | N/A |

**AGENDA ITEM TITLE:**

PUBLIC HEARING regarding Resolution No.12-1000, proposing an extension of the alternative expenditure limitation—home rule option.

**RECOMMENDED ACTION:**

N/A

**SITUATION AND ANALYSIS:**

This is the first of two required public hearings on the Home Rule Option. The second public hearing will be held October 18, 2012 at 6:00 p.m. in a Special Meeting.

The Home Rule Option relates to the Town's budget process as prescribed by state law. All Arizona cities and towns are required to have a balanced budget where spending (expenditures) cannot exceed available income (revenues). State law also requires that the Town adopt a cap for its annual expenditures as part of the budget process ("expenditure limitation"). This expenditure limitation is based on a formula set by the state ("state-imposed limitation") in 1979. However, at any time, a municipality's voters may approve an alternative method for setting their municipality's expenditure limit ("alternative expenditure limitation").

There are 4 alternative expenditure limitation ("AEL") options, as well as an Emergency Override option, which allows a municipality to exceed its expenditure limitation in the event of a disaster in which either the governor or the Town Council declares an emergency. The 4 AELs are:

- One-Time Override – Provides for a one time election for one year only to exceed the state-imposed limitation or to override an error in an approved AEL. This option does not apply to the Town at this time.
- Capital Projects Accumulation – This option is most appropriate for communities where the state-imposed limitation is sufficient except in the area of capital outlays. This

option has become obsolete and is not being used by any Arizona municipalities. As the state-imposed limitation is not sufficient for the Town, staff does not recommend this option.

- Permanent Base Adjustment – Allows a municipality to permanently adjust the state's base expenditure amount used to formulate the municipality's expenditure limitation until the voters approve another permanent base adjustment or another AEL option. As this option requires a longer term commitment, would bind future Town Councils, and does not require regular elections to extend the option; and staff believes the Town's citizens would prefer additional opportunities to be involved in the Town's budgeting process, staff is not recommending this option.
- Home Rule – Allows a municipality to set a spending limit based upon current and projected revenues and local service demands and must be extended by the voters every 4 years. As this option appears to fit the community's needs the best, staff recommends that Council ask the Town's voters to extend this option.

The Town currently operates under the Home Rule Option, which was originally approved in 1985, and extended every four years since. The Town's current Home Rule Option expires in 2013. The Town Council has three possible options to propose to the voters:

- Propose an extension of the Home Rule Option for another 4 years;
- Propose another AEL option;
- Propose nothing and revert to the default state-imposed expenditure limitation.

In order to extend Home Rule, Council must hold two public hearings to hear public comment. After the second public hearing, Council must adopt a resolution (Exhibit "A") proposing an extension of the Home Rule Option and placing it on a Town election ballot. Staff recommends that the proposal be placed on the March 12, 2013 primary election ballot. Alternately, it may be placed on the May General election ballot.

For more information on the Home Rule Option, see Exhibit "B" – Frequently Asked Questions about Alternative Expenditure Limitation – Home Rule Option.

Finance staff has prepared the financial analyses required by law prior to placing the question before the voters. Those documents include a summary analyses (Exhibit "C"), summary analysis worksheet (Exhibit "D"), and a detailed analysis (Exhibit "E"). These analyses contain the calculations for determining the state-imposed limitation and the projected AEL under the Home Rule option for the next four fiscal years.

Exhibit "C" – The summary analysis delineates four things:

- The estimated expenditure limitation (or budget cap) that the Town will be allowed to expend for the next four fiscal years under the Home Rule Option (paragraph 2).
- The budgetary purposes (Town services and operations) for which the Town will use its expenditure authority (paragraph 3).
- The estimated expenditure limitation that the Town will be allowed to expend for the next four fiscal years under the state-imposed limitation (paragraph 4).
- The amount of revenues estimated to be available to fund the Town's operations (paragraph 5).

Exhibit “D” – The worksheet is used to compute the total expenditures under the state imposed limitation, which includes as its base the Town’s revenues from 1979-80 and its 1978 population.

Exhibit “E” – The detailed analysis includes:

- A synopsis of the summary analysis (paragraphs 2 & 3).
- The amounts estimated to be expended in specific areas for Town services and operations (1st table).
- Estimated revenues from federal, state, and local sources (2nd table).

All of this assumes that the revenues the Town receives will continue to be available as they have been for the past four years.

Should Council approve Resolution No. 12-1000 on October 18, staff will place the Home Rule extension proposal on the March 12, 2013 ballot. Should Council not approve the Resolution, the item will not be placed on the ballot and the Town’s expenditure limitation will revert back to the state-imposed limitation.

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**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

This item and a subsequent election, if approved by Council, will determine the Town's spending limit for the next two to four fiscal years.

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**Attachments**

A - Home Rule Resolution

B - Home Rule FAQs

C - Summary Analysis

D - Summary Analysis Worksheet

E - Detailed Analysis

# RESOLUTION NO. 12-1000

## A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION

**WHEREAS**, the Arizona State Constitution permits the submission to the voters of a City or Town of an Alternative Expenditure Limitation; and

**WHEREAS**, the voters of the Town of Chino Valley in 2009 adopted an Alternative Expenditure Limitation; and

**WHEREAS,** the Town Council of the Town of Chino Valley after two Public Hearings, has determined that an extension of the Alternative Expenditure Limitation is necessary for the Town of Chino Valley;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that the following Alternative Expenditure Limitation be submitted to the Voters of the Town of Chino Valley.

> Shall the following be adopted by the Town of Chino Valley as an Alternative Expenditure Limitation:
>
> "The Mayor and Common Council of the Town of Chino Valley shall annually, as part of the annual budget adoption process, adopt an Alternative Expenditure Limitation equal to the total amount of budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the Town of Chino Valley for each of the four fiscal years immediately following adoption of the Alternative Expenditure Limitation. The Alternative Expenditure Limitation shall be adopted each year after a public hearing at which the citizens of the Town of Chino Valley may comment on the proposed Alternative Expenditure Limitation. No expenditures may be made in violation of such Alternative Expenditure Limitation, nor may any proposed expenditures be in excess of estimated available revenues, except that the Mayor and the Common Council may, by three-fourths vote, declare an emergency and suspend the Alternative Expenditure Limitation. The suspension of the Alternative Expenditure Limitation shall be in effect for only one fiscal year at a time."

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 18th day of October, 2012.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Musgrove Drutz & Kack, PC
Town Attorney

**RESOLUCIÓN NO. 12-1000**

**UNA RESOLUCIÓN DEL ALCALDE Y DEL CONCEJO COMÚN DEL PUEBLO DE CHINO VALLEY, CONDADO YAVAPAI, ARIZONA, QUE PROPONE UNA EXTENSIÓN DE LA LIMITACIÓN DE GASTOS ALTERNATIVA**

**VISTO QUE,** la Constitución del Estado de Arizona permite la presentación a los votantes de una Ciudad o un Pueblo de una Limitación de Gastos Alternativa; y

**VISTO QUE,** en 2005 los votantes del Pueblo de Chino Valley adoptaron una Limitación de Gastos Alternativa; y

**VISTO QUE,** después de dos Audiencias Públicas el Concejo del Pueblo de Chino Valley ha determinado que una extensión de la Limitación de Gastos Alternativa es necesaria para el Pueblo de Chino Valley;

**AHORA, POR CONSIGUIENTE, RESUELVE** el Alcalde y el Concejo Común del Pueblo de Chino Valley, Condado Yavapai, Arizona, que la siguiente Limitación de Gastos Alternativa se les presente a los Votantes del Pueblo de Chino Valley.

¿Deberá el Pueblo de Chino Valley adoptar lo que sigue como una Limitación de Gastos Alternativa:

Cada año el Alcalde y el Concejo Común del Pueblo de Chino Valley, como parte del proceso anual de adoptar el presupuesto, deberán adoptar una Limitación de Gastos Alternativa igual a la cantidad total de los gastos/costos presupuestados como aparece en el presupuesto anual como adoptado por el Concejo que se le aplicará al Pueblo de Chino Valley para cada uno de los cuatro años fiscales inmediatamente después adopción de la Limitación de Gastos Alternativa. La Limitación de Gastos Alternativa se deberá adoptar cada año después de una audiencia pública en la cual los ciudadanos del Pueblo de Chino Valley puedan comentar sobre la propuesta Limitación de Gastos Alternativa. No se permitirán ningunos gastos en violación de dicha Limitación de Gastos Alternativa, ni se permitirán propuestos gastos en exceso de los calculados ingresos disponibles, con la excepción de que el Alcalde y el Concejo Común pueden, por un voto de tres cuartos, declarar una emergencia y suspender la Limitación de Gastos Alternativa. La suspensión de la Limitación de Gastos Alternativa deberá estar en vigor por solamente un año fiscal a la vez.

**PASADA Y ADOPTADA** por el Alcalde y el Concejo Común del Pueblo de Chino Valley, Arizona este día 18 de octubre de 2012.

Chris Marley, Alcalde

CERTIFICA:

Jami C. Lewis, Secretaria del Pueblo

APROBADA EN FORMA:

Musgrove Drutz & Kack, PC
Abogado del Pueblo

**FREQUENTLY ASKED QUESTIONS**

**ALTERNATIVE EXPENDITURE LIMITATION – HOME RULE OPTION**

What is the *Expenditure Limitation*?

- Chino Valley, like all cities and towns in Arizona, is required to have a balanced budget where spending (expenditures) cannot exceed available revenues.
- Additionally, in 1980, Arizona voters approved a constitutional amendment designed to limit the annual expenditures of all Arizona cities and towns. The law requires that each municipality cap its annual expenditures by adhering to a budgetary limit set by the state. This is known as the *state-imposed expenditure limitation*.
- As Arizona's municipalities began experiencing the growth that we still see today, with their revenues and budget demands growing, it became clear that the state formula, set according to the economic climate of the late seventies, no longer reflected the revenue and expenditure needs of a rapidly growing state.
- The Arizona Constitution was then amended to provide options to accommodate these growing financial needs and allow voters to authorize their Council to adopt an alternative method for setting their municipality's expenditure limit. This is known as the *Alternative Expenditure Limitation* (or AEL).
- Each fiscal year, the Council adopts an expenditure limitation (based upon either the state limitation or an alternative) in conjunction with adoption of the budget. Expenditures can not exceed that limitation, thereby creating the required balanced budget.

What are the 4 Alternative Expenditure Limitation Options?

- One-Time Override – Provides for a one time election for one year only to exceed the state-imposed limitation or to override an error in an approved AEL.
- Capital Projects Accumulation – This option is most appropriate for communities where the state-imposed limitation is sufficient except in the area of capital outlays. This option has become obsolete and is not currently being used by any Arizona municipalities.
- Permanent Base Adjustment – Allows a municipality to permanently adjust the state's base expenditure amount used to formulate the municipality's expenditure limitation. It requires a longer term commitment and remains in effect until the voters approve another permanent base adjustment or another AEL option.
- Home Rule – Allows a municipality to set a spending limit based upon current and projected revenues and local service demands. It must be extended by the voters every 4 years.

**MUNICIPALITIES & EXPENDITURE LIMITATIONS – 2012**

| STATE-IMPOSED | CAPITAL PROJECTS | PERMANENT BASE | HOME RULE |
|---|---|---|---|
| 12 | 0 | 22 | 56 |

- Emergency Override – This is not an AEL, but it allows a municipality to exceed its expenditure limitation in the event of a disaster in which either the governor or the Town Council declares an emergency.

What is the *Home Rule Option*?

- The Home Rule Option permits the citizens of Chino Valley and their elected officials to set a spending limit based upon local priorities instead of making budget decisions based on a state-imposed formula. Hence, budget decisions are made at "home."
- Home Rule does *not* enable the Town to spend more than the revenues it receives. Should the Town receive fewer revenues than budget projections, Town officials will cut expenditures to maintain a balanced budget.
- The Town was under the state limitation until 1985, when Chino Valley citizens voted to approve the Home Rule Option for the first time. Chino Valley voters have extended the Home Rule Option every four years since.
- The Town's current option expires in June 2013 and the Town Council will be asking the voters to extend it another four years at the Town's Primary Election on March 12, 2013.
- The Town is recommending the Home Rule Option over the other options, because it best fits the Town's current circumstances. More specifically:
    - The One-Time Override does not apply to the Town at this time.
    - The state-imposed limitation under the Capital Projects Accumulation is not sufficient for the Town at this time.
    - The Permanent Base Adjustment requires a longer term commitment, would bind future Town Councils, and tends to be more favorable during a stable economy.

What effect does Home Rule have on revenues and taxes?

- Home Rule does not increase or decrease the revenues that the Town receives from sales taxes and state shared revenues.
- Home Rule has *no* impact on taxes or tax rates. It does not change the Town's sales tax rate.

What is the difference between Home Rule and the state-imposed limitation?

- The expenditure limitation was originally adopted in 1980 and the formula for the state limitation is based on revenues and population from 1978-1980.
- While the state limitation for subsequent years permits increased spending limits using a population growth factor and an inflation factor, those factors are *not* calculated from *actual* revenues, population growth, or inflation.
- When the state limitation formula was originally developed in 1980, Chino Valley had a population of 2,400 and revenues of $255,094.
- As the Town has grown, so have its revenues, operating costs, and demand for services. Today, the Town has a population of about 11,000 and it projects to receive approximately $12,758,000 in revenues during fiscal year 2012-2013.

**STATE LIMIT VS. HOME RULE – PROJECTIONS – 2014-2017**

| | FY 2013-2014 | FY 2014-2015 | FY 2015-2016 | FY 2016-2017 |
|---|---|---|---|---|
| State imposed expenditure limitation plus exclusions | $5,906,982 | $6,037,050 | $6,317,822 | $6,841,751 |
| Estimated revenues received from any source | $14,564,385 | $15,158,848 | $15,771,992 | $16,629,000 |
| Additional dollars available with Home Rule | $8,657,403 | $9,121,798 | $9,454,170 | $9,787,249 |

What happens if the voters APPROVE the Home Rule Option?

- The Home Rule Option will remain in effect for the next four consecutive fiscal years.
- The voters will authorize the Council to set the Town's expenditure limitation based on current and projected revenues and needs while remaining within the broad budgetary limits prescribed by the state.
- The Town will adopt an expenditure limitation based on the Home Rule AEL each of the four next fiscal years during the budget process.
- After four years, the Mayor and Council may ask the voters to extend it again or propose another alternative.

What happens if the voters DO NOT APPROVE the Home Rule Option?

- The Town will lose the ability to set its budget based on current needs and revenues and will be required to limit Town expenditures to the state imposed formula for at least two consecutive fiscal years.

- Projections indicate that approximately 59% of the Town's overall budget for the next two years would have to be eliminated.
- Although the Town will still receive revenues approximating the estimates above, revenue amounts in *excess* of the state limitation will remain unavailable for two years, as state law will prevent the Town from expending those funds to provide general government services.

What do we need to know about voting on the proposal?

- The Town is proposing to place the proposal on the March 12, 2013 ballot.
- Registered voters will receive a voter information pamphlet with voting information, as well as much of the material presented here on Home Rule.
- Individuals or a group can file an argument for the voter pamphlet supporting or opposing Home Rule. Submit arguments to the Town Clerk's office by December 12, 2012, notarized, and accompanied by an $80 submittal fee.

**TOWN OF CHINO VALLEY, ARIZONA**
**ALTERNATIVE EXPENDITURE LIMITATION**

**(Home Rule Option)**

**SUMMARY ANALYSIS**

The voters of the Town of Chino Valley in 2005 adopted an alternative expenditure limitation (Home Rule Option). The purpose of this election is for the continued use of the Home Rule Option.

Pursuant to the Arizona State Constitution, the Town of Chino Valley seeks voter approval to adopt a Home Rule Option to apply to the town for the next four years beginning in 2013-2014. Under the Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately $14,564,385 in 2013-2014, $15,158,848 in 2014-2015, $15,771,992 in 2015-2016, and $16,629,000 in 2016-2017.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including; General Government; Public Safety; Parks & Recreation; Aquatics; Library; Senior Center; Magistrate; Prosecutor; Planning & Building; Public Works & Engineering; Roads; Water & Sewer Utilities; Capital Improvements; Debt Service; and Impact Fee Projects.

Under the state-imposed limitation, after considering the constitutionally allowed exclusions, the town estimates it will be allowed to expend approximately $5,906,982 in 2013-2014, $6,037,050 in 2014-2015, $6,317,822 in 2015-2016, and $6,841,751 in 2016-2017 for the operation of your local government.

The amount of revenue estimated to be available to fund the operation of your town government is $14,564,385 in 2013-2014, $15,158,848 in 2014-2015, $15,771,992 in 2015-2016, and $16,629,000 in 2016-2017. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation.

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the town.

**TOWN OF CHINO VALLEY, ARIZONA**
**ALTERNATIVE EXPENDITURE LIMITATION**

**(Home Rule Option)**

**SUMMARY ANALYSIS WORKSHEET**

POPULATION FACTOR COMPUTATION

| Fiscal Year | Prior Fiscal Year Population | ÷ | 1978 Population | = | Population Factor |
|---|---|---|---|---|---|
| 2013-2014 | 10,900 | ÷ | 2,400 | = | 4.5417 |
| 2014-2015 | 11,100 | ÷ | 2,400 | = | 4.6250 |
| 2015-2016 | 11,300 | ÷ | 2,400 | = | 4.7083 |
| 2016-2017 | 11,500 | ÷ | 2,400 | = | 4.7917 |

STATE-IMPOSED EXPENDITURE LIMITATION

| Fiscal Year | 1979-80 Base | x | Population Factor | x | Inflation Factor | = | Projected State-Imposed Expenditure Limitation | + | Estimated Exclusions | = | Total Expenditures Under State-Imposed Limit |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2013-2014 | $255,094 | X | 4.5417 | X | 2.8500 | = | $3,301,899 | + | $2,605,083 | = | $5,906,982 |
| 2014-2015 | $255,094 | X | 4.6250 | X | 2.8903 | = | $3,410,005 | + | $2,627,045 | = | $6,037,050 |
| 2015-2016 | $255,094 | X | 4.7083 | X | 2.9352 | = | $3,525,349 | + | $2,792,473 | = | $6,317,822 |
| 2016-2017 | $255,094 | X | 4.7917 | X | 2.9852 | = | $3,648,912 | + | $3,192,839 | = | $6,841,751 |

**TOWN OF CHINO VALLEY, ARIZONA**
**ALTERNATIVE EXPENDITURE LIMITATION**
**(Home Rule Option)**
**DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Chino Valley as authorized by Resolution # passed on October 18, 2012 will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the Town for the next four years beginning in 2013-2014.

Under a Home Rule Option if approved by the voters, the Town estimates it will be allowed to expend approximately $14,564,385 in 2013-2014, $15,158,848 in 2014-2015, $15,771,992 in 2015-2016, and $16,629,000 in 2016-2017.

With approval of the Home Rule Option, the Town will utilize the expenditure authority for all local budgetary purposes including: General Government; Public Safety; Parks & Recreation; Aquatics; Library; Senior Center; Magistrate; Prosecutor; Planning & Building; Public Works & Engineering; Roads; Water & Sewer Utilities; Capital Improvements; Debt Service; and Impact Fee Projects. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

**ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS**

| Purpose | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|---|---|---|---|---|
| General Government | $ 3,450,806 | $ 3,892,928 | $ 4,207,715 | $ 4,918,805 |
| Public Safety | 2,496,276 | 2,546,202 | 2,597,126 | 2,649,068 |
| Parks & Recreation | 421,971 | 430,410 | 439,019 | 447,799 |
| Aquatics | 281,772 | 287,407 | 293,155 | 299,018 |
| Library | 266,507 | 271,837 | 277,273 | 282,819 |
| Senior Center | 199,489 | 203,478 | 207,548 | 211,699 |
| Magistrate | 273,925 | 279,403 | 284,991 | 290,691 |
| Prosecutor | 109,892 | 112,089 | 114,331 | 116,618 |
| Planning & Building | 285,081 | 290,783 | 296,598 | 302,530 |
| Public Works & Engineering | 63,859 | 65,136 | 66,439 | 67,768 |
| Roads | 820,418 | 836,826 | 853,563 | 870,634 |
| Water & Sewer Utilities | 2,943,827 | 2,984,864 | 3,026,626 | 3,069,068 |
| Capital Improvements | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| Debt Service | 576,643 | 583,527 | 733,610 | 728,445 |
| Impact Fee Projects | 373,919 | 373,958 | 373,998 | 374,038 |
| Total Expenditures | $14,564,385 | $15,158,848 | $15,771,992 | $16,629,000 |

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE

| Source | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|---|---|---|---|---|
| Federal | $ 146,560 | $ 146,560 | $ 146,560 | $ 536,560 |
| State | 3,877,878 | 3,921,685 | 3,966,086 | 4,011,089 |
| Local | 10,539,947 | 11,090,603 | 11,659,346 | 12,081,351 |
| Total Revenues | $14,564,385 | $15,158,848 | $15,771,992 | $16,629,000 |

PAGE 2
ALTERNATIVE EXPENDITURE LIMITATION
DETAILED ANALYSIS

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, it is assumed that the federal, state and local revenues received by the Town will continue to be available in 2013-2014 as they have for the past four (4) years. Their continued availability is also assumed for the next three (3) consecutive years following 2013-2014.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for that fiscal year.

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. b.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Ron Grittman, Public Works |
| | Phone: 928-636-2646 x-1223 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 5 minutes |
| **Physical location of item:** | State Route 89 Sidewalk and Landscaping Project |

**AGENDA ITEM TITLE:**

Consideration and possible action to approve the modification of the intergovernmental agreement between the Town of Chino Valley and the Arizona Department of Transportation to allow the Town of Chino Valley to contract with Jon Hair for the delivery of three equine sculptures with funds to be reimbursed from ADOT.

**RECOMMENDED ACTION:**

Approve the modification of the intergovernmental agreement between the Town of Chino Valley and the Arizona Department of Transportation to allow the Town of Chino Valley to contract with Jon Hair for the delivery of three equine sculptures with funds to be reimbursed from ADOT.

**SITUATION AND ANALYSIS:**

On January 11, 2011, the Town of Chino Valley approved the intergovernmental agreement (IGA) with the Arizona Department of Transportation for the Highway 89 Sidewalk and Landscaping project. This IGA outlines the various duties of both parties. The modification as proposed by ADOT will add responsibilities to both parties that will the Town to contract with Jon Hair directly for the acquisition of the equine sculptures and will give ADOT the necessary permission to reimburse the Town in the amount of $250,000 for these services.

In addition, we've added clarifications as to how the moneys are dispersed. Both the Jon Hair professional services contract and the ADOT IGA modification allow that the Town will not disperse any funds until actual cash is received from ADOT. The artist is aware of this stipulation and has agreed to these restrictions. ADOT has also reviewed the invoicing strategy proposed by the artist and does not foresee any issues.

**Fiscal Impact**

**Fiscal Impact?:** Yes
**If Yes, Budget Code:** 07-30-7202
**Available:** $250,000.00

**Funding Source:**
Funds to come from ADOT reimbursement.

**Attachments**

ADOT IGA modification

**Project:** H810101C Chino Valley sidewalk and landscape project.

**Recitals**:

- The Town of Chino Valley, Arizona has received a grant from the Arizona Department of Transportation for sidewalk and landscape enhancement of the recently completed Highway 89 improvements.

- A portion of this project includes procurement and installation of three (3) bronze equestrian themed sculptures located within the roundabout.

- The budget for the sculptures is $250,000 and includes all design materials, fabrication, meetings, travel, insurance, taxes, overhead, documentation, transportation and installation.

- The state will be the lead agency to perform the project and the Town agrees to provide the art work and be reimbursed in various work completion stages.

**SCOPE OF WORK**

The state:

- After award of design, fabrication and installation contract by the Town, make progress payments to the Town for the direct cost of the Project within 30 days after receipt and approval of an invoice.

The Town:

- Issued an RFP to procure the services of an artist to produce and install three bronze sculptures.
- With the assistance of a selection panel the Town selected an artist to produce and install three (3) bronze equestrian themed sculptures located within the roundabout.
- After the award of the contract, invoice the State for progress payments for direct actual cost of the construction of the project, not to exceed the total lump sum of $250,000. Be responsible for any cost above the lump sum approved.
- The Town's Design Committee will meet with the artist to finalize the scope of the project.
- Town staff will coordinate with, regulatory staff, and/or funding agency to ensure the design meets the requirements of the aforementioned parties.
- Will produce the bronze sculptures.
- Will install the bronze sculptures.
- Comply with all Federal regulation to include the Buy America requirement.

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. c.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Ron Grittman, Public Works |
| | Phone: 928-636-2646 x-1223 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 5 minutes |
| **Physical location of item:** | State Route 89 at Outer Loop Road |

**AGENDA ITEM TITLE:**

Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Jon Hair Studio of Fine Art in an amount not to exceed $250,000.00 for the construction and placement of three monumental bronze equine sculptures within the round-about at Outer Loop Road and Highway 89.

**RECOMMENDED ACTION:**

Move to approve the professional services agreement between the Town of Chino Valley and Jon Hair Studio of Fine Art in an amount not to exceed $250,000.00 for the construction and placement of three monumental bronze equine sculptures within the round-about at Outer Loop Road and Highway 89.

**SITUATION AND ANALYSIS:**

On May 27, 2010, the Town of Chino Valley executed a professional services contract with Stanley Consultants to provide the design and construction plans for the installation of a 5' sidewalk and landscaping along Highway 89 between Center Street and Road 4 South/Outer Loop Road. Included in this landscaping is the installation of three full size equine sculptings. Because of the difficulty of writing a specification describing a detailed plan on how to build a sculpting, typically these types of services are done as a direct select. A direct select is a process that allows a public agency to directly select an individual, or company, that possess a unique set of skills and abilities to perform a unique task. This was the avenue that Chino Valley has chosen to provide these sculptings.

In February 2011, Stanley Consultants completed the construction plans and specifications for the project. Included in these documents was a lump sum price of $250,000 to provide three full size equine sculptings to be placed in the center of the existing roundabout located at Road 4 South/Outer Loop Road.

On August 8, 2012, ADOT has requested that the Town of Chino Valley contract directly with Jon Hair Studio of Fine Art, LLC., for these services. ADOT will reimburse the Town $250,000.00 for the cost of the statues. The contract is written around reimbursement to Mr. Hair is performed only after ADOT has reimbursed the Town for the invoice amount. This is written in this fashion in order to maintain the Town's financial stability.

---

**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 07-30-7202

**Available:** 250,000

**Funding Source:**

The Town will be reimbursed from ADOT for all expenditures for this project. The funds will be accounted for in the Grant Fund.

---

**Attachments**

Professional Services Agreement (PSA)

PSA Exhibit A: proposal

PSA Exhibit B: ADOT IGA modification

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of September 11, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Jon Hair Studio of Fine Art, LLC, ("Consultant").

## RECITALS

A. The Town has need of certain services.

B. Consultant has expertise in the monumental bronze equine sculpting and fine arts field and experience.

## AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.

3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.

4. The term of this Agreement shall be from October 9, 2012 through July 1, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than June 1, 2012. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice. The Town shall provide the Arizona Department Of Transportation ("ADOT") 35 days written notice of its intent to terminate Consultant, including the reasons therefor. ADOT shall respond within 30 days after notice from the Town to inform the Town whether or not it approves of the termination. If Town terminates Consultant without ADOT's approval on a basis other than a cessation in funding from ADOT (due to its lack of funding or other cause); then the Town shall be responsible to reimburse ADOT for sums paid to Consultant. The Town may provide Consultant written notice to cease work pending a determination of whether to terminate the Contract, and Consultant shall cease work and charges for further work pending such determination.

5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such, Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

The Consultant shall assure that all materials provided for this project are in compliance with the "Buy America" requirements of the Federal Regulation.

6. The Town shall pay to Consultant an amount not in excess of the total sum Two Hundred and Fifty Thousand ($250,000.00) for fees and costs for the complete performance of all services specified in **Exhibit A**, "Chino Valley Commission Proposal" with funds for payment coming from the Arizona Department of Transportation. While the $250,000 may be paid in increments, Consultant understands and agrees that payment to Consultant will be made by the Town for each invoice received by the Town after, and conditioned upon payment from the Arizona Department of Transportation (ADOT) having been received by the Town. Consultant's invoices will set forth the hourly rates, labor code if applicable (i.e., Principal Sculptor, Apprentice, Administrative, etc.), and hours actually worked as to each Task. The Consultant will submit an invoice to the Town for the services and cost of materials incurred upon completion of each Task.

The Town shall submit the invoice to ADOT within ten (10) days of receipt from Consultant. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within ten (10) days of the Town's receipt of the funds from ADOT. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Exhibit A. Consultant shall provide to the Town any information necessary to determine the total amount due.

The Consultant has estimated his complete billing cycle. This is for illustrative purposes and all amounts actually paid to Consultant will be based on invoiced billing for the services rendered and cost of materials incurred for each monthly billing period in accordance with the following:

$70,000 First Month
$70,000 Second Month
$50,000 Third Month, when full size sculptures are approved for mold-making and Consultant demonstrates he has reserved foundry scheduling production time as required and paid for all bronze and materials to be used in the casting process.
$47,500 when molds are delivered to the foundry.

$12,500 due at completion of installation.

Exhibit B incorporated into this agreement outlines the relationship between the Town of Chino Valley and ADOT. Consultant represents and warrants that he is aware of and that his work and efforts shall comply with Exhibit B.

7. All original and/or sealed drawings, specifications, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall be and remain the property of the Town whether the Project is completed or not. Town shall have the right to the copyright for the design, statutes and all drawings, proofs and photographs thereof. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by or to the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars ($1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset

provision or commutation clause, or any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

(d) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars ($1,000,000) each claim.

(e) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) disease for each employee, and One Million Dollars ($1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall

extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further agree to waive any right to arbitration unless otherwise agreed to in a written amendment to this Agreement. The Consultant further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of Consultant or any Subcontractor employee who works on this Agreement to ensure that Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractor to ensure compliance with the Consultant

Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

13. **General**.

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto; Exhibit B attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:
Town Manager
Town of Chino Valley
P O Box 406
Chino Valley, AZ 86323

To Consultant at:
Mr. Jon Hair
Jon Hair Studio of Fine Art, LLC.
11138 Treynorth Drive, Suite A
Cornelius, NC 28031301

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

**Consultant:**

_____, an Arizona _____

By: _____

_____

**Town:**

TOWN OF CHINO VALLEY

By: _____

_____

APPROVED AS TO FORM

_____

MUSGROVE, DRUTZ & KACK, PC
Town Attorney

ATTACHMENTS:

EXHIBIT A is the Chino Valley Commission for the creation of three monumental bronze equine sculptures

EXHIBIT B is the revision to the Joint Project Assessment between the Town of Chino Valley and ADOT

# CHINO VALLEY COMMISSION

## PROPOSAL

# CHINO VALLEY COMMISSION

## PROPOSAL

THE SCULPTING PROCESS ..... 1
THE "LOST WAX" CASTING PROCESS ..... 2
THE HORSE MAQUETTES ..... 3
UNDERSTANDING SCALE ..... 4
ONE MONUMENTAL HORSE ..... 5
FOUNDRY SELECTION ..... 6
CREATING COMMUNITY AWARENESS ..... 7
A PASSION TO CREATE ..... 8

# THE SCULPTING PROCESS

After maquettes are approved, "Point Up" begins.

The maquettes are molded, then wax castings are poured.

Wax castings are dissected, traced, then projected on plywood sheets.

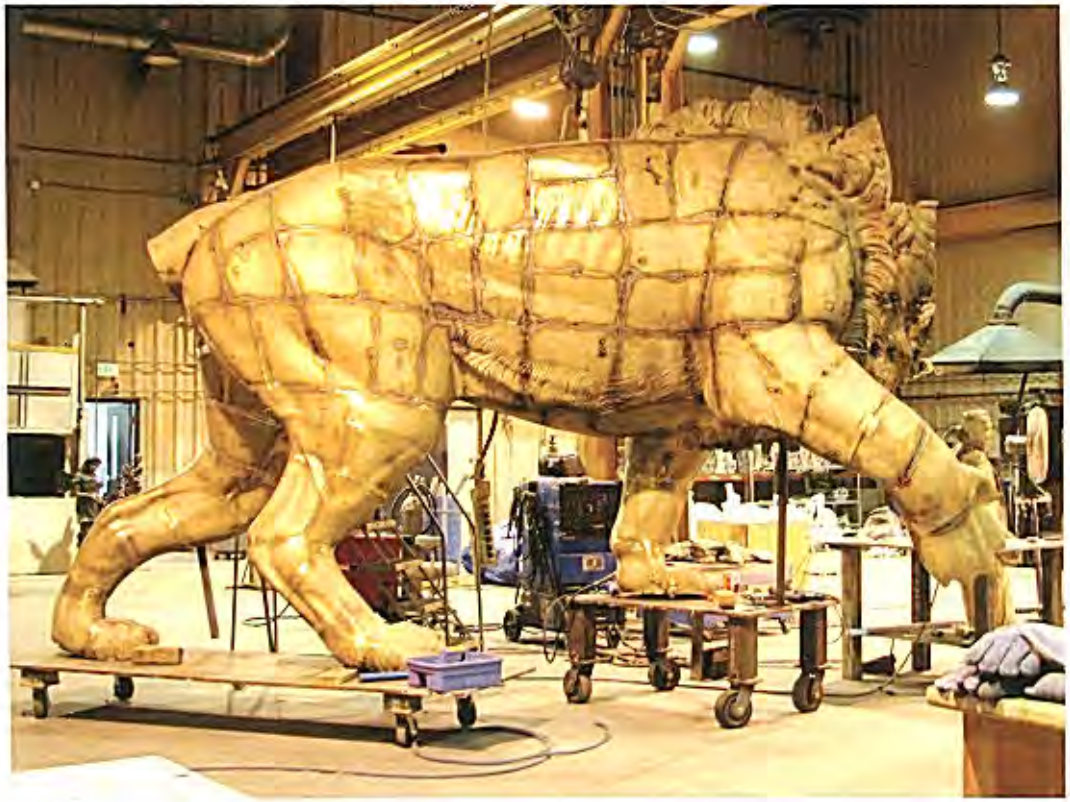
Plywood is cut and assembled into buckings, foam fills out the rough form.

Clay is added and the final detailing is completed. Rubber molds are made.

# THE "LOST WAX" CASTING PROCESS



Wax castings are made from the rubber molds. Waxes are dipped in a ceramic material.
The cured ceramic "shell" is placed in a furnace, the wax melts out, leaving a hard ceramic void mold.
Molten bronze is poured into the hard ceramic shell. The bronze cools completely.
The shell is removed, exposing the bronze casting. Welders roughly assemble the complete piece.
Finishers "chase" the metal, removing weld seam lines. Patina is applied. Sealant is applied.



Large bronze sculptures are cast in smaller pieces, usually no larger than two by three foot sections. The sections are welded together to form the final sculpture.

Shown here is a large lion being cast. You can see the weld seams, which will be "chased" out by metal finishers.

When finished, the piece will look like one large single bronze casting.

# THE HORSE MAQUETTES



Mustangs are free-roaming horses, descended from horses brought to the Americas by the Spanish. This "Spirit of Freedom" is captured in these sculptures.

# UNDERSTANDING SCALE

Horses are commonly measured in hands – one hand equals 4 inches.

Adult Mustangs are 13.5 hands (54") – 15 hands tall (60") at the withers (shoulder).

The horses on the left are 13.5 hands and 15 hands tall.

The standing male figure between the horses is 6' tall.

The horse on the right is 16.5 hands.

16.5 hands is the scale I am proposing for the three horse sculptures.

# ONE MONUMENTAL HORSE



## AN ALTERNATE OFFERING

If you would like only one horse, it would be monumental.
The horse on the left is 15 hands tall.
The horse on the right is 24 hands.
The standing male figure between the horses is 6' tall.
This is the scale I am proposing for one monumental horse.
The rearing horse would be 14' tall.

# FOUNDRY SELECTION



I am currently using the following foundries for bronze castings:

1. Mc3, Inc- Hawthorne, California
2. Frostad Atelier- Sacramento, California
3. Pure Bronze- Chula Vista, CA
4. JP Art Foundry- Santa Fe Springs, California
5. Art Castings of Colorado- Loveland, Colorado
6. Madd Castings- Berthould, Colorado
7. Blue Mountain Foundry- Baker City, Oregon

A foundry will be selected from this list after the commission has been awarded.

# CREATING COMMUNITY AWARENESS



Projects like this tend to span months of time. That can cause the initial public excitement about the project to quickly fade. Therefore it is important to keep the community abreast of the progress of the project.

Here are some suggestions to help maintain community involvement.

1. An Unveiling Event for the final Maquette sculptures.
2. A "Name the Horses" contest for the community. This can be very motivating for towns people, who can receive a small prize for having their name selected.
3. Jon Hair will provide photos of the entire process, from start to finish. These periodic Updates can be posted on the Town's website and featured in your local newspapers.
4. An Event featuring several live Mustang horses.
5. Possible tie-in, possibly a Raffle, with local Ford dealer and a new Ford Mustang.

# A PASSION TO CREATE



What drives an artist to fulfill more than 75 sculpture commissions in just 11 short years? With Jon Hair, it's an all-consuming passion to create.

"I love the power of sculpture and the emotion it can stir in us. My goal is to create monumental works of art that inspire."

Since beginning his sculpting career in 2000, Jon has created more than 40 monumental sculptures, over 20 life size figures and scores of gallery size pieces. His clients include the cities of Beijing and Shanghai, the US Olympic Committee, The US Air Force Academy, Computer Sciences Corporation, The Academy of Television Arts & Sciences and 24 American Colleges and Universities.

Jon has a proven track record of working well with government leaders, Project Committees, Architects and other Designers to complete large scale projects such as this, on time and within the allotted budgets, with total professionalism.

Add the fact that Jon possess a keen ability to bring people together, stir morale and enthusiasm, and satisfy a wide public audience by creating truly engaging art, and it becomes clear that he is the artist of choice for this very important Chino Valley Sculpture Commission.

11138 TREYNORTH DRIVE / SUITE A / CORNELIUS, NC 28031
704-892-7203 / WWW.JONHAIR.COM / JHSTUDIO@AOL.COM

**Project:** H810101C Chino Valley sidewalk and landscape project.

**Recitals**:

- The Town of Chino Valley, Arizona has received a grant from the Arizona Department of Transportation for sidewalk and landscape enhancement of the recently completed Highway 89 improvements.

- A portion of this project includes procurement and installation of three (3) bronze equestrian themed sculptures located within the roundabout.

- The budget for the sculptures is $250,000 and includes all design materials, fabrication, meetings, travel, insurance, taxes, overhead, documentation, transportation and installation.

- The state will be the lead agency to perform the project and the Town agrees to provide the art work and be reimbursed in various work completion stages.

**SCOPE OF WORK**

The state:

- After award of design, fabrication and installation contract by the Town, make progress payments to the Town for the direct cost of the Project within 30 days after receipt and approval of an invoice.

The Town:

- Issued an RFP to procure the services of an artist to produce and install three bronze sculptures.
- With the assistance of a selection panel the Town selected an artist to produce and install three (3) bronze equestrian themed sculptures located within the roundabout.
- After the award of the contract, invoice the State for progress payments for direct actual cost of the construction of the project, not to exceed the total lump sum of $250,000. Be responsible for any cost above the lump sum approved.
- The Town's Design Committee will meet with the artist to finalize the scope of the project.
- Town staff will coordinate with, regulatory staff, and/or funding agency to ensure the design meets the requirements of the aforementioned parties.
- Will produce the bronze sculptures.
- Will install the bronze sculptures.
- Comply with all Federal regulation to include the Buy America requirement.

# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. d.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Ron Grittman, Public Works |
| | Phone: 928-636-2646 x-1223 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 5 minutes |
| **Physical location of item:** | Road 3 North at Public Works Building |

**AGENDA ITEM TITLE:**

Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Lyon Engineering for the design of the flood control project at Road 3 North at Town Hall in an amount not to exceed $52,075.00.

**RECOMMENDED ACTION:**

Move to approve the Professional Services Agreement between the Town of Chino Valley and Lyon Engineering for the design of the flood control project Road 3 North at Town Hall in an amount not to exceed $52,075.00.

**SITUATION AND ANALYSIS:**

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

These projects are:

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

Lyon Engineering has provided a scope of services that will provide for the successful design and preparation of construction documents that will meet the short timelines that the Yavapai County Flood Control District has outlined in the IGA that has been approved with the Town. The project will incorporate a series of modular box culverts that were purchased by the Town in approximately 2004.

Because of some concerns that have been brought up by local residents, Lyon Engineering has

incorporated significant analysis of the existing stormwater systems of Appaloosa Meadows. Specifically, Lyon will design the proposed channels in accordance with the approved Appaloosa Meadows subdivision. Specific attention will be focused on assuring that the proposed stormwater system has the ability to restrict ANY increase in stormwater volume to the Appaloosa Meadows subdivision and will assure that ample backwater capabilities are achieved.

Lyon Engineering will complete the design and work with the Town on the relocation of conflicting utilities in order to assure that the project will constructed within the existing fiscal year.

---

**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 05-90-5430

**Available:** 52,075.00

**Funding Source:**

The Town will be reimbursed 100% from the Yavapai County Flood Control District.

The Town will account for the funds received and spent by allocating a portion or the $2,000,000 budgeted in the Capital Improvement Fund under Misc. Captal Projects to the new project code "Drainage Project Road 3 North/Town Hall".

---

**Attachments**

Professional Services Agreement (PSA)

PSA Exhibit A: Scope of Work

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of October 9, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Lyon Engineering Inc, ("Consultant").

## RECITALS

A. The Town has need of certain services.

B. Consultant has expertise in the design and preparation of civil construction plans for control of stormwater and flooding.

## AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.

3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.

4. The term of this Agreement shall be from October 9, 2012 through June 30, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than June 30, 2013. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding,

unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Fifty Two Thousand and Seventy Five Dollars ($52,075.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars ($1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

(d) Fire and extended coverage insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of the Town in an amount of at least One Hundred Percent (100%) of the amount to be paid by the Town to the Consultant under this Agreement.

(e) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars ($1,000,000) each claim.

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) disease for each employee, and One Million Dollars ($1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall

not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Consultant further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free

Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of Consultant or any Subcontractor employee who works on this Agreement to ensure that Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractor to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

13. **General**.

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:
Town Manager
Town of Chino Valley
P O Box 406
Chino Valley, AZ 86323

To Consultant at:
Mr. Rich Poynor, P.E.
Lyon Engineering, Inc.
1650 Willow Creek Road
Prescott, AZ 86301

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

**Consultant:**

_____, an Arizona _____

By: _____

_____

**Town:**

TOWN OF CHINO VALLEY

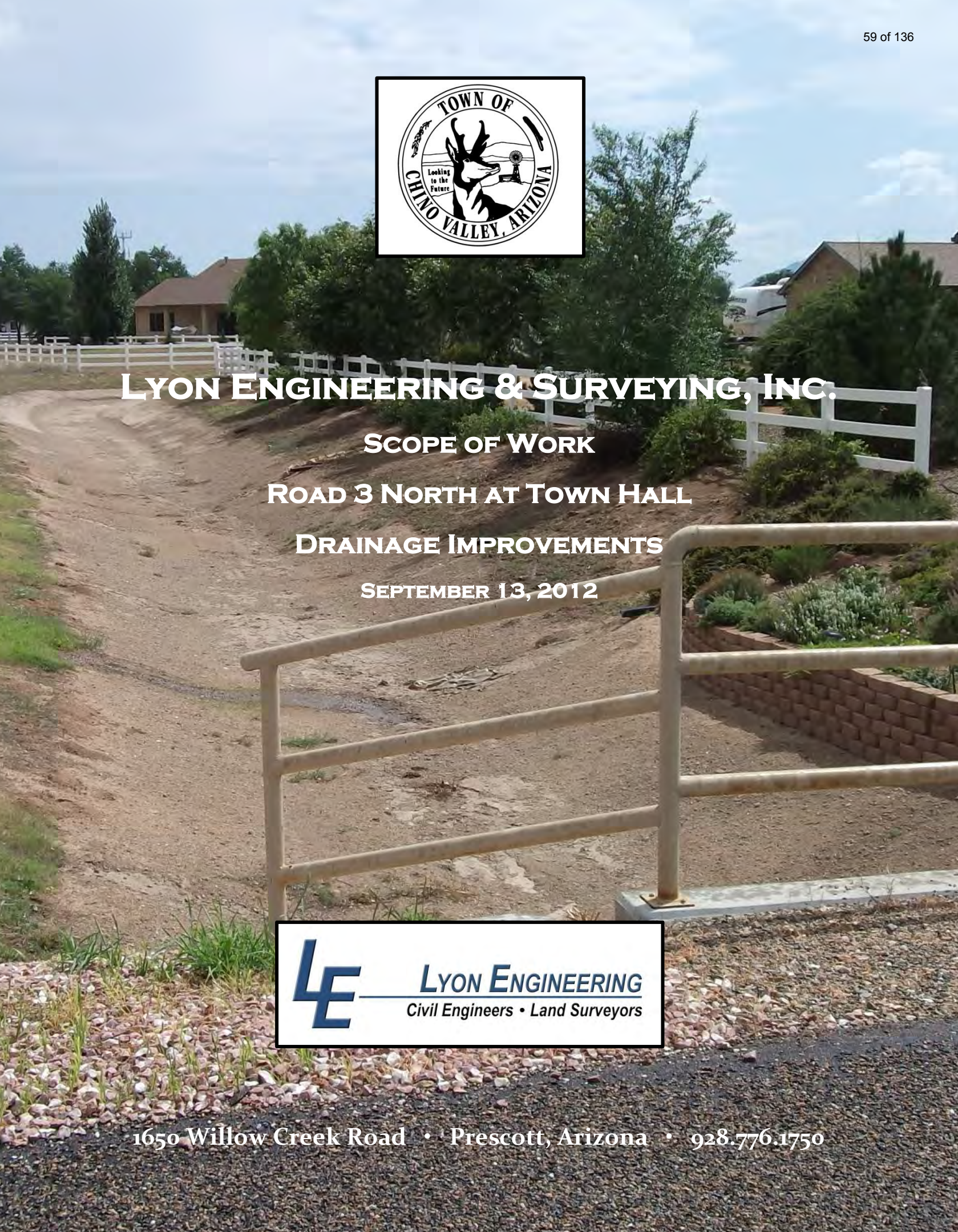
By: _____
_____

APPROVED AS TO FORM

_____
MUSGROVE, DRUTZ & KACK, PC
Town Attorney

ATTACHMENTS:

EXHIBIT A is the scope of work for the development of the necessary construction documents to bid and construct the Road 3 North at Town Hall Stormwater Project.



# Lyon Engineering & Surveying, Inc.

## Scope of Work

## Road 3 North at Town Hall

## Drainage Improvements

September 13, 2012

Lyon Engineering
Civil Engineers • Land Surveyors

1650 Willow Creek Road • Prescott, Arizona • 928.776.1750

# Road 3 North at Town Hall Drainage Improvements Scope of Work

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Appendix A – Consultant Fees

# Overview

Design services for the Town of Chino Valley (Town) Road 3 North at Town Hall Drainage Improvements Project (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Road 3 North at Town Hall Drainage Improvements
  - Task Series 4000, Post Design Engineering Services
- Special Services
  - Task Series 5000, Special Services
- Other Direct Costs

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

- Design of the Retention Pond Improvements at the Town Public Works building
  - Grading and drainage design to correctly size and provide dry wells for an existing retention pond at the northwest corner of the Town Public Works building.
- Design of a new box culvert crossing Road 3 North at the Town Public Works building
  - Box culvert design utilizing existing box culverts already owned by the Town to be installed under Road 3 North and Gilson Street.
- Design of a large drainage channel through existing properties
  - Grading and drainage design for a large channel across residential properties north of the proposed Road 3 North box culvert crossing. These properties are currently inundated with flood water during large storm events. The channel will begin at the outlet of the new Road 3 North box culvert and extend northward to a proposed new box culvert crossing at Gilson Street.
  - Provide the legal documents necessary from the Surveyor to acquire land or easements from the existing residential owners. This will be in the form of legal descriptions or maps of dedication, etc.
- Design of a new box culvert crossing Gilson Street
  - Box culvert design crossing Gilson Street within the Appaloosa Meadows to connect the new channel south of Gilson Street to an existing large drainage channel on the north side of Gilson Street.
- Construction Administration Services
  - Provide engineering support during construction
  - Coordination with utilities and operations
  - Record Drawings

The firms involved in this project are listed below with their respective disciplines:

| Firm | Services/Disciplines |
|---|---|
| Lyon Engineering & Surveying, Inc. | Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Construction Administration |
| Fann Environmental, LLC | Potholing |
| Ninyo & Moore | Geotechnical |

The Town will provide the following to the consultant:

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

# Basic Services

## Task Series 1000 Project Management

## Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality control to ensure that all deadlines are met, that the project budget is not exceeded and that the Town receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

## Task 1200 Project Meetings

The Engineer will prepare and distribute a written summary and results of these meetings to the Town and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly.

### *Subtask 1210 Kickoff Meeting*

The Project Team will conduct a project kickoff meeting with the Town and its representatives as well as project stakeholders. The purpose of this meeting will be as follows:

- Introduce the Project Team
- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Identify Town contacts
- Establish communication protocol and project procedures
- Develop a project meeting schedule

➢ **Deliverables:** Meeting Notes, Action Item List and Decisions List

### *Subtask 1220 Design Phase Coordination and Workshop Meetings*

The Engineer will conduct coordination and workshop meetings with the Town to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 4 months, totaling a maximum of four (4) meetings.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

### *Subtask 1230 Submittal Review and Design Review Meetings*

In addition to the project workshop meetings, the Engineer will conduct submittal and conflict resolution meetings at every design submittal (60%, 90%, Final). These meetings will consist of providing the Town with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the Town comments are being addressed. The design review meetings will occur after the Town has reviewed the submittals and will focus on making sure that Engineer has a thorough understanding of the Town's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

### *Subtask 1240 Coordination with Utility Companies*

The Engineer will meet and coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 60%, 90% and Final design stages. A comment resolution meeting will be held at the 60% design level with the Engineer, utility companies and Town staff.

- **Deliverables:** Plan set submittal at 60%, 90% and Final, Comment Resolution Meeting, Meeting Notes

## Task 1300 Management of Subconsultants

The Engineer shall manage the services of the firms providing services for the completion of this project. The Engineer shall review and monitor the progress of the services being performed, prepare subconsultant agreements, determine correctness of partial payment requests, and process payment request.

The Engineer will also ensure timely completeness of subconsultants work and submittals relative to project milestones. The Engineer will be responsible for QA/QC of all subconsultant submittals.

## Task Series 2000 Pre-Design

## Task 2100 As-built Acquisition and Review

The Engineer will obtain as-builts of all existing wet and dry utilities in the project area and conduct a thorough review to determine potential conflicts prior to determining pothole locations.

## Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the Town Project Manager to determine the location of potholes necessary for the design of the Project.

## Task 2300 Pothole Coordination

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the utility locations determined in Task 2200.

## Task Series 3000 Road 3 North at Town Hall Drainage Design

## Task 3100 Conceptual Design

### *Subtask 3110 Field Data Import & Analysis*

The Engineer will import and analyze the field data obtained from the field survey of the existing roadway, utilities, utility potholes, and drainage structures and analyze their location in relation to the proposed box culverts and drainage channels.

### *Subtask 3120 Design Development*

This task will focus on the development of the base CAD file for use in the ultimate design.

### *Subtask 3130 30% Preliminary Design Concept*

The Engineer will submit to the Town a set of Preliminary Design Concept (PDC) Maps including the following items.

a) Right-of-way, Parcel, and easement assessment:
   The Engineer will analyze the existing right-of-way widths and locations, the existing parcel owners, and the potential areas for right-of-way or easement acquisition.
b) Drainage Analysis:
   The Engineer will analyze the pre and post drainage basins that could potentially affect the project and provide a preliminary scour analysis for proposed channel bottoms.
c) Box culvert analysis:
   The Engineer will analyze the capacity of the proposed box culvert crossings.
d) The Engineer will provide a copy of the geotechnical report performed by Ninyo & Moore.
e) Utility pothole map and survey information:
   The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities including but not limited to: manhole rims and inverts, slopes, top of main line elevations, top of dry utility elevations, power poles, valve locations, etc.

- **Deliverables:**
  - Three (3) 22" x 34" copies of the Preliminary Design Concept Maps
  - One (1) copy of the Geotechnical Report

## Task 3200 Detailed Design

### *Subtask 3210 Drainage Report*

The Engineer will submit to the Town a Drainage Report including the following items:

a) Pre and Post Basin delineation and 10, 25, and 100-year flows. These flows will be matched against those found in the ADMS.
b) Capacity of the box culverts if used at the locations identified in the plans.
c) Existing downstream box culvert and channel capacity within Appaloosa Meadows.
d) Proposed new channel capacity and scour analysis.
e) Retention pond sizing calculations including dry well design

- **Deliverables:**
  - Three (3) copies of the Drainage Report

### *Subtask 3220 60% Design*

### *Subtask 3230 90% Design*

### *Subtask 3240 Final Plans*

a) The Engineer will submit to the Town a 60%, 90%, and Final Design plan set including the following items:
b) Existing conditions including
   i. Right-of-way and easements
   ii. Topography
   iii. Benchmarks
   iv. Adjacent property lines
   v. Existing pavement limits
   vi. Existing vertical and centerline alignments
   vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
c) Proposed improvements including:
   i. Box culvert locations
   ii. Retention pond and drywell design
   iii. Channel design
   iv. Cut and fill catch points

v. Updated dry utility conflicts and relocations
vi. Plan & profile for all required facilities including – road, gas, and drainage
vii. Roadway typical sections
viii. Pavement sections
ix. Right-of-way including parcel and owner information
x. Preliminary detail sheets
xi. Draft construction notes
xii. Engineers Cost Estimate

- **Deliverables:**
  - Three (3) 22" x 34" copies of the 60%, 90%, and Final Design Plan Set
  - Three (3) copies of the total estimated quantities and Engineers Cost Estimate

## Task Series 4000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders and roadway commuters.

The engineering services during construction to be performed by the Engineer consists of the following subtasks:

- Issue Resolution & RFI's
- Record Drawings

As the Owner, the Town will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the Town per the construction contract.

## Task 4100 Project Administration

The Engineer will provide administrative services to facilitate issue resolution, requests for information (RFI), and record drawings (as-builts).

### *Subtask 4130 Issue Resolution*

The Engineer will act as main point of contact to the Project Manager and will be responsible for routing and maintaining records of Requests for Information (RFI). The Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and Town. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the

Contractor in a RFI or other format as deemed suitable by the Project Manager, to facilitate proper fabrication, construction, or installation of the work.

### *Subtask 4150 Record Drawings*

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provide by the Surveyor. The drawings will be updated in CAD and delivered to the Town as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the Town.

- **Deliverables:**
  - Three (3) 11" x 17" copies of the Record Drawings
  - Three (3) 22" x 34" copies of the Record Drawings
  - One (1) CD containing the Record Drawings in PDF, dgn or dwg electronic format

## Special Services

### Task Series 5000 Special Services

### Task 5100 Land Surveying

The Engineer shall engage the services of its in house Surveyor to conduct office and field related tasks necessary for the design and completion of the Project.

The surveying services to be performed by the Surveyor consists of the following subtasks:

- Field Topography Survey
- Potholed Utility Survey
- Right-of-Way and Property Boundary Survey
- Title Research & Review
- Staking of Easements & Right-of-Way
- Right-of-Way Dedications & Legal Descriptions
- As-Built Field Survey

### *Subtask 5110 Field Topography Survey*

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities; signage & striping; and applicable vegetation such as large trees located in the project limits. The Surveyor will utilize the Town datum and control network and will provide coordinates on the Town coordinate system. The field survey will begin at a point approximately 200 feet west of the proposed box culvert locations on Road 3 North and Gilson Street and continue approximately 200 feet east. This survey will also encompass the potential routes of the drainage channel between the new box culverts.

### *Subtask 5120 Potholed Utility Survey*

The Surveyor will record field coordinates on the top of exposed utility conduits and pipes upon completion of potholing by the potholing Subconsultant.

### *Subtask 5130 Right-of-Way and Property Boundary Survey*

The Surveyor will attain and review existing right-of-way, property deeds, plats, and Records of Survey in the vicinity of the Project. From these documents the Surveyor will create ideal coordinates for locations of property corner identifiers such as right-of-way monuments, caps, rebar, nails, etc. The Surveyor will conduct a field survey of the ideal coordinates and locate as many property corner identifiers as can be found. From the field survey the Surveyor will provide a CAD file to the Engineer for use in the production of the base CAD file.

### *Subtask 5140 Title Research & Review*

The Project Manager will supply to the Engineer and Surveyor title reports with accompanying schedule B's per a predetermined list of parcel owners provided by the Engineer. The Surveyor will then review the data and provide a CAD file to the Engineer for use in the production of the base CAD file.

### *Subtask 5150 Staking of Easements and Right-of-Way*

The Surveyor will field stake with lathe and flagging the proposed easements and right-of-way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, Town, and Stakeholders for proposed property acquisition limits.

### *Subtask 5160 Right-of-Way Dedications & Legal Descriptions*

The Surveyor will provide right-of-way dedications and easement legal descriptions as deemed necessary with completion of the 90% Final plans. These items will be provided to the Town by the Engineer for use in acquiring the property (purchase or donation) and recordation.

### *Subtask 5170 As-Built Field Survey*

The Surveyor will coordinate closely with the Contractor, Engineer, and Town Inspector during construction activities to facilitate the field survey of the as-built location of constructed items including:

- Water mains, valves, meters, and appurtenances (if applicable)
- Sewer mains, manholes, cleanouts, and services (if applicable)
- Drainage infrastructure

## Task 5200 Subconsultants

### *Subtask 5210 Potholing*

The Engineer will contract the services of Fann Environmental, LLC to perform up to five (5) utility potholes. Contract will be paid on the actual number of potholes performed.

See Appendix A for a copy of the proposal for this work.

### *Subtask 5220 Geotechnical*

The Engineer will contract the services of Ninyo & Moore to provide the geotechnical investigation including the following tasks:

- Soil borings located in the area of proposed box culverts
- Foundation, backfill, and engineered fill recommendations for box culverts
- Slope stability analysis and slope recommendations for new drainage channels

See Appendix A for a copy of the proposal for this work.

## Other Direct Costs

### Copying and Courier

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

## Scope Assumptions

1. The level of effort assumes that the project will not be phased. Final Construction Documents consist of one package.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. Bid Document reproduction and distribution costs will be paid by the Town.

Town of Chino Valley
Road 3 North at Town Hall Drainage Improvements

Fee Proposal
Lyon Engineering & Surveying, Inc.
9/13/2012

| Task No. | Task Description | GPS | STCH | SMGR | ENG | PE | INSP | CLER | Total | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | | $ 150 | $ 85 | $ 125 | $ 125 | $ 140 | $ 75 | $ 60 | | |
| **Task Series 1000** | **Project Management** | | | | | | | | | |
| Task 1100 | General | | | 4 | 8 | | | | 12 | $ 1,500 |
| Task 1200 | Project Meetings | | | | | | | | | |
| Subtask 1210 | Kickoff Meeting | | | | | 2 | | 1 | 3 | $ 340 |
| Subtask 1220 | Design Phase Coordination and Workshop Meetings | | | | 4 | | | 2 | 6 | $ 620 |
| Subtask 1230 | Submittal Review and Design Review Meetings | | | | 2 | | | 2 | 4 | $ 370 |
| Subtask 1240 | Coordination with Utility Companies | | | | 4 | | | 1 | 5 | $ 560 |
| Task 1300 | Management of Subconsultants | | | | | 4 | | | 4 | $ 560 |
| **Task Series 1000 Subtotal** | | 0 | 0 | 4 | 18 | 6 | 0 | 6 | 34 | $ 3,950 |
| **Task Series 2000** | **Pre-Design** | | | | | | | | | |
| Task 2100 | As-Built Acquistion and Review | | | | 3 | | | | 3 | $ 375 |
| Task 2200 | Field Walk of Blue Stake | | | 2 | 2 | | | | 4 | $ 500 |
| Task 2300 | Pothole Coordination | | | | 3 | | | | 3 | $ 375 |
| **Task Series 2000 Subtotal** | | 0 | 0 | 2 | 8 | 0 | 0 | 0 | 10 | $ 1,250 |
| **Task Series 3000** | **Road 3 North at Public Works Drainage Design** | | | | | | | | | |
| Task 3100 | Conceptual Design | | | | | | | | | |
| Subtask 3110 | Field Data Import & Analysis | | 8 | | | | | | 8 | $ 680 |
| Subtask 3120 | Design Development | | | | 16 | | | | 16 | $ 2,000 |
| Subtask 3130 | 30% Preliminary Concept | | | | 24 | 2 | | | 26 | $ 3,280 |
| Task 3100 Subtotal | | 0 | 8 | 0 | 40 | 2 | 0 | 0 | 50 | $ 5,960 |
| Task 3200 | Detailed Design | | | | | | | | | |
| Subtask 3210 | Drainage Report | | | | 40 | 2 | | | 42 | $ 5,280 |
| Subtask 3220 | 60% Design | | | | 80 | 2 | | | 82 | $ 10,280 |
| Subtask 3230 | 90% Design | | | | 40 | 2 | | | 42 | $ 5,280 |
| Subtask 3240 | Final Plans | | | | 8 | 2 | | | 10 | $ 1,280 |
| Task 3200 Subtotal | | 0 | 0 | 0 | 168 | 8 | 0 | 0 | 176 | $ 22,120 |
| **Task Series 3000 Subtotal** | | 0 | 8 | 0 | 208 | 10 | 0 | 0 | 226 | $ 28,080 |

Town of Chino Valley
Road 3 North at Town Hall Drainage Improvements

Fee Proposal
Lyon Engineering & Surveying, Inc.
9/13/2012

| Task No. | Task Description | GPS | STCH | SMGR | ENG | PE | INSP | CLER | Total | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | | $ 150 | $ 85 | $ 125 | $ 125 | $ 140 | $ 75 | $ 60 | | |
| **Task Series 4000** | **Post Design Engineering Services** | | | | | | | | | |
| Task 4100 | Project Administration | | | | | | | | | |
| Subtask 4110 | Issue Resolution & RFI's | | | | 8 | 2 | | | 10 | $ 1,280 |
| Subtask 4120 | Record Drawings | | | | 8 | 1 | | | 9 | $ 1,140 |
| Task 4100 Subtotal | | 0 | 0 | 0 | 16 | 3 | 0 | 0 | 19 | $ 2,420 |
| **Task Series 4000 Subtotal** | | 0 | 0 | 0 | 16 | 3 | 0 | 0 | 19 | $ 2,420 |
| **Task Series 5000** | **Special Services** | | | | | | | | | |
| Task 5100 | Land Surveying | | | | | | | | | |
| Subtask 5110 | Field Topography Survey | 16 | 2 | | 2 | | | | 20 | $ 2,820 |
| Subtask 5120 | Potholed Utility Survey | 4 | 1 | | | | | | 5 | $ 685 |
| Subtask 5130 | Right of Way and Property Boundary Survey | 8 | 2 | 1 | | | | | 11 | $ 1,495 |
| Subtask 5140 | Title Research & Review | | 8 | 1 | | | | | 9 | $ 805 |
| Subtask 5150 | Staking of Easements | 8 | 2 | 1 | | | | | 11 | $ 1,495 |
| Subtask 5160 | Right-of-Way Dedicatlons & Legal Descriptions | | 8 | 1 | | | | | 9 | $ 805 |
| Subtask 5170 | As-Built Field Survey | 4 | 2 | | | | | | 6 | $ 770 |
| Task 5100 Subtotal | | 40 | 25 | 4 | 2 | 0 | 0 | 0 | 71 | $ 8,875 |
| Task 5200 | Subconsultants | | | | | | | | | |
| Subtask 5210 | Potholing - Fann Environmental (5 Potholes) | | | | | | | | | $ 2,500 |
| Subtask 5220 | Geotechnical - Ninyo & Moore | | | | | | | | | $ 4,500 |
| Task 5200 Subtotal | | | | | | | | | | $ 7,000 |
| **Task Series 5000 Subtotal** | | 40 | 25 | 4 | 2 | 0 | 0 | 0 | 71 | $ 15,875 |
| **Task Series 1000 through 5000 Subtotal** | | 40 | 33 | 10 | 236 | 16 | 0 | 6 | 341 | $ 51,575 |
| **Other Direct Costs** | | | | | | | | | | |
| Copying and Courier | | | | | | | | | | $ 500 |
| Other Direct Costs Subtotal | | | | | | | | | | $ 500 |
| | | | | | | | | | | |
| **Contract Total** | | | | | | | | | | **$ 52,075** |

Labor Codes Legend:

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

# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. e.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Ron Grittman, Public Works |
| | Phone: 928-636-2646 x-1223 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 5 minutes |
| **Physical location of item:** | Chino Valley Public Library, 1020 W. Palomino Road |

**AGENDA ITEM TITLE:**

Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Stroh Architects for the design of the modifications to the old Town Hall building to be converted into an expansion of the Chino Valley Library in an amount not to exceed $16,000.00.

**RECOMMENDED ACTION:**

Approve the Professional Services Agreement between the Town of Chino Valley and Stroh Architects for the design of the modifications to the old Town Hall building to be converted into an expansion of the Chino Valley Library in an amount not to exceed $16,000.00.

**SITUATION AND ANALYSIS:**

Approximately 18 months ago, the Town of Chino Valley administrative offices were relocated to the 202 South Highway 89. This move freed up space in the old Town Hall located at 1020 W. Palomino Road. Several uses currently occupy the campus around the old Town Hall building at the Palomino address including, Library, Public Works, Development Services, and the Police Department.

Several alternatives have been analyzed in the past for the best use of these facilities. In the past, it was contemplated to move the Police Department into this vacant space. However, because of how Voss Road bisects the coordination that would be necessary between the existing police building and the Old Town Hall building, the decision was made to not move the Police Department into this newly vacated building. Other alternatives included moving Public Works and Development Services into the building. However, after a space analysis showed that there isn't sufficient office space to accommodate these staffs.

The decision has been made to allow the Chino Valley Library to expand into this facility. Stroh Architects has been retained to assure that the proposed demolition and reconstruction

will be in accordance with standards. Stroh Architects will prepare construction documents that will demonstrate demolition, reconstruction, a review of electrical and mechanical systems of the existing building versus the needs of the library, and other documents necessary to put this project out for public bid. Stroh Architects will also prepare a cost estimate of the project to assure that it is within budget.

## Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 12-39-5470

**Available:** 114,000

**Funding Source:**

The Library Impact Fund has a balance of approximately $114,000 and additional funds will be available from the Yavapai County Library District.

## Attachments

Professional Services Agreement (PSA)

PSA Exhibit A: Proposal/Scope of Work

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of October 9, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Stroh Architects Inc., ("Consultant").

## RECITALS

A. The Town has need of certain services.

B. Consultant has expertise in the design and preparation of construction plans for public building remodels and assessing electrical and mechanical needs.

## AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.

3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.

4. The term of this Agreement shall be from October 9, 2012 through June 30, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than June 30, 2013. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding,

unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Sixteen Thousand ($16,000.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars ($1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

(d) Fire and extended coverage insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of the Town in an amount of at least One Hundred Percent (100%) of the amount to be paid by the Town to the Consultant under this Agreement.

(e) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars ($1,000,000) each claim.

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) disease for each employee, and One Million Dollars ($1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of

transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Consultant further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the

Consultant and any subcontractor ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of Consultant or any Subcontractor employee who works on this Agreement to ensure that Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractor to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

13. **General**.

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:
Town Manager
Town of Chino Valley
P O Box 406
Chino Valley, AZ 86323

To Consultant at:
Mr. Doug Stroh, Architect
Stroh Architects, Inc.
1323 S. Scenic Heights Drive
Prescott, AZ 86303

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

**Consultant:**

_____, an Arizona _____

By: _____

_____

**Town:**

TOWN OF CHINO VALLEY

By: _____
_____

APPROVED AS TO FORM

_____
MUSGROVE, DRUTZ & KACK, PC
Town Attorney

ATTACHMENTS:

EXHIBIT A is the scope of work for the development of the necessary construction documents to bid and construct the remodel of the old Town Hall building into the expansion of the Chino Valley Public Library.

STROH ARCHITECTURE, INC.

September 17, 2012

Ron Grittman
Town Engineer
Town of Chino Valley
1982 N. Voss Drive
Chino Valley, AZ 86323

Re: Chino Valley Library Expansion

# PROPOSAL

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

Produce preliminary design and construction documents to renovate approximately 3,500 square feet of space for addition to the library.

## ▣ Basic Services ▣

The Architect's Basic Services consist of architecture; mechanical, plumbing and electrical engineering.

### Programming

The Architect shall provide, through investigation and addressing the Owner's needs, a program of space, approximate size, functional relationship and character of each space required for the Project. Creating as-built drawings of the existing space are included in this phase.

### Schematic Design Phase

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

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

1323 S. Scenic Heights Dr., Prescott, AZ 86303 T: (928) 771-0548 F: (888) 289-4469 E: architect@cableone.net

The Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project's components.

**Design Development Phase**

Based on the approved Schematic Design documents and any other adjustments authorized by the Owner in the program, the Architect shall prepare, for approval by the Owner, Design Development documents consisting of drawings and other documents to affix and describe the size and character of the Project as to architectural, materials and such other elements as may be appropriate.

**Construction Document Phase**

Based on the approved Design Development documents and any further adjustments in scope or quality of the project authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

The Architect shall submit the drawings to the Town's Building Department for a building permit and the Architect shall follow through with any revisions required to obtain said permit. (The Owner shall pay all building permit fees.)

**Construction Documents**

One set of electronic PDF drawings and one specification book will be delivered to the Owner.

**Bidding and Negotiation**

The Architect will coordinate the distribution of the Contract Documents to plan rooms and contractors. A pre-bid conference with the prospective bidders and submittal review are also included in this phase.

**Construction Services Phase**

The Architect will provide administration of the contract between the Owner and Contractor. The Architect will review all shop drawings and product submittals from the Contractor. The Architect will review the progress of the construction bi-monthly and the Contractor's pay requests monthly and provide any clarifications requested by the Contractor.

## ▣ Additional Services ▣

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

- Making revisions in the Drawings, Specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget.

- Providing special surveys, environmental studies and submissions required for approvals of the governmental authorities or others having jurisdiction over the Project.

- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

Hourly Rates for Additional Services:

| | |
|---|---|
| Principal Architect | $ 125 / hour |
| Principal Engineer | $ 120 / hour |
| Project Manager | $ 95 / hour |
| Architectural Production | $ 80 / hour |
| Engineering Production | $ 75 / hour |
| Clerical Production | $ 45 / hour |

## ▣ Owner's Responsibilities ▣

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

The Owner shall furnish a written legal description of the site.

## ▣ Opinions of Probable Construction Cost ▣

In providing opinions of probable construction cost, the Client understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

## ▣ Summary of Services Included ▣

**Basic Services Included:**

- Architecture
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Errors & Omissions Insurance

**Compensation for the Basic Services listed above shall be as follows:**

Project to be billed monthly based on percentage of completion.

| | |
|---|---|
| Design Development Phase Complete | $ 5,600.00 |
| Construction Documents Complete | $ 8,800.00 |
| Bidding Services | $ 800.00 |
| Construction Services | $ 800.00 |
| Total Compensation | $ 16,000.00 |

Professional fees are due and payable 10 days from the date billed.

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

**Reimbursable Expenses shall be as follows:**

- Printing Expenses: At cost
- Mailing and Shipping Expenses: At cost
- Mileage: $.55 per mile
- Additional Services of Consultants: At cost

This Agreement entered into on the _____ day of _____, in the year 2012.

| **Owner** | **Architect** |
| --- | --- |
| _____ | _____ |
| Ron Grittman | Douglas Stroh |
| TOWN OF CHINO VALLEY | STROH ARCHITECTURE, INC. |

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. f.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Tom Kack, Town Attorney |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 10 minutes |
| **Physical location of item:** | N/A |

**AGENDA ITEM TITLE:**

Report and possible discussion regarding an Open Meeting Law violation and guidelines for Council communications with regard to the Open Meeting Law.

**RECOMMENDED ACTION:**

None

**SITUATION AND ANALYSIS:**

The Attorney General's office has requested the Town have two presentations on the Open Meeting Law to educate the Council and the Public. This is in response to an investigation by the Attorney General's Office that commenced in or before March 2012, based upon a complaint of a former employee. The Attorney General found an open meeting violation occurred on May 19, 2009, because the Executive Session held to discuss whether to reduce employees' pay and hours versus a reduction in force should not have been held as an Executive Session because it did not involve an individual employee or employees. Because the session was not for individual employees, no written notice was sent for individual employees as required by A.R.S. § 38-431.03(A)(1). Finally, contrary to law, no meeting minutes were taken. This occurred because the Town Clerk was not present and the former employee designated to take the minutes required by law failed to produce them.

The investigation spanned years and the Attorney General found that while an April 22, 2010, Executive Session was properly held and noticed as an Executive Session under A.R.S. §38?431.03(A)(3) and (A)(4), the notice should not have also cited the "employee section" of the Executive Session Law, A.R.S. § 38-431.03(A)(1). The foregoing may be hyper-technical; however, there were also no minutes taken of this Executive Session as required by State Law. Again, the Town Clerk was not present and the former employee designated to take minutes failed to produce them.

Staff has drafted guidelines for Council communications as they relate to the Open Meeting

Law. As these are still under review by the Town Attorney, they may or may not be presented at this meeting. If they are not ready for this meeting, they will be presented at the October 9, 2012 meeting.

# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. g.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Joe Duffy, Finance |
| | Phone: 928-636-2646 x-1211 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 5 minutes |
| **Physical location of item:** | Town Government Offices |

**AGENDA ITEM TITLE:**

Consideration and Possible Action to approve an upgrade to the Town's Municipal Software as described in the Caselle Clarity Upgrade Software & Services Proposals dated September 12, 2012 for a total amount of $ 55,425.00.

**RECOMMENDED ACTION:**

Approve Caselle Clarity Upgrade Software & Services Proposals dated September 12, 2012 for a total amount of $ 55,425.00.

**SITUATION AND ANALYSIS:**

Since 1998 the Town of Chino Valley has used Caselle "Classic" software for its Financial Accounting and other needs. In 2006 Caselle upgraded its "Classic" version to the new enhanced "Clarity" version. The Town must upgrade to the new version due to fact that Microsoft will quit supporting the ACCESS database engine that "Classic" currently runs on.

Caselle gave a detailed demonstration of the new software to staff. The new enhancements and features will enable staff to perform many of their tasks more efficently and enable the Town to provide better customer services to our citizens.

The target date for installation of the upgrade is July 1, 2013. The Town will need to make a deposit this fiscal year and get on Caselle's schedule. They currently have a backlog of six months.

The project can be financed over three fiscal years to minimize the financial impact.

**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 01-95-5600

**Available:** 17,925.00

**Funding Source:**

The Town did not budget for this project this fiscal year. Staff recommends using Contingency Funds for this fiscal year's portion of $17,925 and budgeting $22,800 in fiscal year 2013 and $14,700 in fiscal year 2014.

**Attachments**

Software Presentation

Clarity Upgrade Proposal

Clarity Upgrade Proposal, Add On

Town of Chino Valley

# Municipal Software Upgrade
# October 9, 2012

# The Issue

- The Town has used Caselle "Classic" Software for its Financial Accounting and other needs since 1998.
    - General Ledger/Budgeting/Bank Reconciliation
    - Payroll/Personnel/Benefits
    - Accounts Payable
    - Accounts Receivable
    - Utility Management with Electronic Reading
    - Service Orders
    - Cash Receipting
    - Asset Management
    - Business License

In 2006 Caselle released a MAJOR upgrade to their "Classic Version" to their new version "Clarity".

Caselle has been migrating its Classic Clients to Clarity

At some point in the near future Caselle will stop supporting their Classic Version due to the fact Microsoft will stop supporting the ACCESS Database Engine that Classic runs on.

Clarity is built on the new SQL standard architecture

# Options

1. Continue with “Caselle Classic” and shop for new software – would need to get started A.S.A.P.
2. Upgrade to “Caselle Clarity”

# Option One

## Shop for New Software

CASELLE® GOVERNMENT ACCOUNTING SOFTWARE

Springbrook
*Relationships beyond software*

tyler technologies

# Shop for New Software

Pros

- Different Software “MAY” have features that our current software does not.

Cons

- Vetting new software takes time.
- Purchasing new software is more expensive than upgrading.
- Installation, data conversion and staff training on new software is extremely time intensive.

# Cottonwood's Experience

- Took a couple years to select a new software vendor.
- Selected Springbrook Software $ 279,950
- Second Choice was Tyler Tech $ 288,047
- Will start the installation this year.

# Option 2 – Upgrade to Clarity

## Pros

- Upgrade is significantly cheaper than new software, $ 55,425 over three fiscal years.
- Town will be able to take advantage of all the Caselle Clarity software enhancements.
- Data conversion and training will be streamlined.
- Caselle has new modules with features that will help improve staff's efficiency.
- Allow Town to wait 5 – 10 years before looking for new software.

## Cons

- Town may not be using the "Best Software" available.

# Clarity Enhancements

- All enhancements will improve customer service
- Enhanced Security – help with separation of duties issues
- Software tracks history of changes by user
- Checklists - help with training for new employees
- Auto fill features will save time
- Dynamic Grids will speed access to data for users
- Alerts – will notify uses of specific customer issues
- Transaction Tab – will drill down in detail on how bills were calculated
- Equal Pay will be available for utility bills
- Human Resource module integrates with Payroll
- Solves Collection problems with delinquent accounts, loans, and liens.
- Can now track one customer over all modules, Business License, Utility Billing, Accounts Receivable, etc.
- Expanded Reports
- Excel Add In Features
- Display multiple tabs on one screen
- An undo button
- All programs can have attachments. (i.e. Business Licenses can have a picture of the business
- Town could eliminate several “Patch Programs” they currently use like Budget and Sewer Amortizaion

# Recommendation Upgrade to "Caselle Clarity"

| Caselle Software<br>Upgrade Proposal Summary | | | | |
|---|---|---|---|---|
| Application Software | License Fees | Training/Setup/ Conversion | Total | Annual Support |
| Existing Modules | | | | |
| General Ledger/Budgeting/Bank Reconciliation | $ 2,600 | $ 1,200 | $ 3,800 | $ 9,000 |
| Payroll/Personnel/Benefits | $ 2,600 | $ 1,500 | $ 4,100 | |
| Accounts Payable | $ 2,600 | $ 750 | $ 3,350 | |
| Accounts Receivable | $ 2,600 | $ 1,000 | $ 3,600 | |
| Utiltity Management | $ 2,600 | $ 1,500 | $ 4,100 | |
| Utility Electronic Reading Interface | $ 1,625 | $ 250 | $ 1,875 | |
| Service Orders | $ 1,625 | $ 750 | $ 2,375 | |
| Cash Receipting | $ 2,600 | $ 750 | $ 3,350 | |
| Asset Management | $ 1,950 | $ 750 | $ 2,700 | |
| Business License | $ 1,950 | $ 750 | $ 2,700 | |
| User Licenses (6) | $ 3,900 | | $ 3,900 | |
| | $ 26,650 | $ 9,200 | $ 35,850 | $ 9,000 |
| New Modules | | | | |
| Human Resourses | $ 4,500 | $ 375 | $ 4,875 | $ 1,740 |
| Utility Backflow Management | $ 4,500 | $ 2,300 | $ 6,800 | |
| eFileCabinet Document Management | $ 7,900 | | $ 7,900 | |
| | $ 16,900 | $ 2,675 | $ 19,575 | $ 1,740 |
| Total Investment | $ 43,550 | $ 11,875 | $ 55,425 | $ 10,740 |

# Payment by Fiscal Year

| | | | |
|---|---|---|---|
| Fiscal Year Ending June 30, 2013 | $ 17,925 | 50% Deposit on existing modules | Use General Fund Contingenies 01-95-5600 or spread throughout the departments |
| Fiscal Year Ending June 30, 2014 | $ 22,800 | Final 50% upon installation plus Human Resourses Module | Budget in FY 2014 |
| Fiscal Year Ending June 30, 2015 | $ 14,700 | Purchase Utility Backflow Management and eFileCabinet | Budget in FY 2015 |
| | $ 55,425 | | |

# Town of Chino Valley, AZ

Caselle® Clarity Upgrade Software & Services Proposal

September 12, 2012

(Valid for 180 days)

From:

Alan Paul, Territory Manager
akp@caselle.com

**TOWN of CHINO VALLEY, AZ**
Clarity Upgrade Software & Services Proposal
September 12, 2012

## Proposal Summary

| | | |
|---|---|---|
| Total Clarity Application Software | $ 41,000 | |
| 35% Contract Support Discount | <14,350> | |
| Net Software | | $ 26,650 |
| Total Services | | 9,200 |
| **Total Clarity Upgrade Investment** | | **$ 35,850** |

Monthly support charges will increase by $68 for the additional concurrent user licenses.
(**Note:** The support increase reflects a 35% discount for Level 1 Support.)

A deposit of 50% of the total proposal price is required with order. The remaining amount for each application will be invoiced when the implementation has been completed.

### Network & Database Software Requirements:

It is the responsibility of the customer to meet the Caselle System Requirements. Prior to the implementation of Clarity, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations will be working with Executech, Caselle's authorized contractor. You may contact them at (801) 253-4541. Charges will be billed at the rate of $95 per hour upon approval by the customer. You will be invoiced by Caselle for these services.

**TOWN of CHINO VALLEY, AZ**
Clarity Upgrade Software & Services Proposal
September 12, 2012

**Clarity Application Software:**

| | |
|---|---|
| General Ledger/Budgeting/Bank Reconciliation | $ 4,000 |
| Payroll/Personnel/Benefits | 4,000 |
| Accounts Payable | 4,000 |
| Accounts Receivable | 4,000 |
| Utility Management | 4,000 |
| Utility Electronic Reading Interface | 2,500 |
| Service Orders | 2,500 |
| Cash Receipting | 4,000 |
| Asset Management | 3,000 |
| Business License | 3,000 |
| Three Concurrent User Licenses | Incl. |
| Three Additional Concurrent User Licenses (**6 Total**) | 6,000 |
| Total | $ 41,000 |
| **35% Contract Support Discount** | <14,350> |
| **Net Software License** | **$ 26,650** |

**Services - Training Overview & Data File Conversion:**

| | |
|---|---|
| General Ledger/Budgeting/Bank Reconciliation | $ 1,200 |
| Payroll/Personnel/Benefits | 1,500 |
| Accounts Payable | 750 |
| Accounts Receivable | 1,000 |
| Utility Management | 1,500 |
| Utility Electronic Reading Interface | 250 |
| Service Orders | 750 |
| Cash Receipting | 750 |
| Asset Management | 750 |
| Business License | 750 |
| **Total Services** | **$ 9,200** |

## Training Overview:

The training overview is designed for Caselle users familiar with either Caselle version 2.x or 3.x. It is intended to make the user comfortable in transitioning to Caselle Clarity by teaching how to utilize the new Clarity console and take advantage of new features in each module. A combination of training resources will be used to deliver this training including the Internet, video how-to guides, printed materials, training guides, and over-the-phone communication. It is not anticipated that the user will need instructor-led classroom training or be required to come to Caselle's training facility, though such training will be available if requested by the customer.

## Data File Conversion:

*Database Upgrade* - Existing data will be sent to Caselle to be converted to the new database schema and tested to ensure compatibility with Caselle Clarity. This mock data conversion process will reveal data conversion issues to be resolved by the customer before the live data conversion occurs. Once data conversion issues are resolved, Caselle will send the new Clarity databases to the customer for final testing. When customer testing is complete, the live data conversion will be scheduled.

Customers requesting assistance with data file clean-up that is needed before converting your existing files, will be charged $145 per hour.

*Reports* – 'Caselle Master' Reports from either Caselle version 2.x or 3.x will be converted to Caselle Clarity. Custom reports created by modifying a 'Caselle Master' or using Table Lists will need to be manually set up to work in Clarity. Caselle will manually create up to ten (10) custom reports per module. Customers can re-create custom reports in Clarity or Caselle will create additional custom reports at the cost of $145 per hour.

*Forms* – All forms currently used in either Caselle version 2.x or 3.x will be converted and available for use in Caselle Clarity. These forms included payroll checks, transmittal checks, utility bills, shut-off notices, delinquent notices, and most other forms you are currently using.

*Caselle*® Clarity Software & Services Proposal

for

# Town of Chino Valley, AZ

**September 12, 2012**

(Valid for 90 days)

From:

Alan Paul, Territory Manager
akp@caselle.com

*Caselle*® Clarity Software & Services Proposal
Town of Chino Valley, AZ
September 12, 2012

## Proposal Summary

| | |
|---|---|
| Total Software License | $16,900 |
| Total Training | 875 |
| Total Setup | 1,500 |
| Total Conversion | 300 |
| **Total Investment** | **$19,575** |

Your Software Maintenance & Support will increase by $145 per month.

*Caselle*® Clarity Software & Services Proposal
Town of Chino Valley, AZ
September 12, 2012

## Proposal Detail

| *Caselle*® Clarity Application Software | License Fees | Training | Setup | Conversion | Total |
|---|---|---|---|---|---|
| Human Resources | $4,500 | $375 | - | - | $4,875 |
| Utility Backflow Management | 4,500 | 500 | $1,500 | $300 | 6,800 |
| eFileCabinet Document Management/ Workflow Software, Training, Setup – Ten (10) Concurrent User Licenses | 7,900 | - | - | - | 7,900 |
| **Grand Total** | **$16,900** | **$875** | **$1,500** | **$300** | **$19,575** |

**Note:** Monthly support for Document Management/Workflow will be billed by eFileCabinet.

**Backflow Management Setup**

- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
  - Testers Certification Notice
  - Testing Renewal Notifications
  - Assembly Install Notifications
  - Assembly Failure Notices

**Data Conversion**

- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.

  **300** assemblies are included

  ***No historical assembly information will be included.***

## Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

### *Gathering Preliminary Data*

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
  - You may need to clarify the data, as needed, during the conversion process.
  - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

### *Submitting Conversion Data*

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

### *Data Conversion Timeline*

**The timeline begins when the requested data and all required preliminary information has been received by Caselle.** The timeline to complete an accurate data conversion can range from 90 – 120 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

### *Scheduling Training*

**Important!** Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. h.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Cecilia Watts, General Services |
| | Phone: 928-636-2646 x-1202 |
| **Item Type:** | Action-Presentation |
| **Estimated length of staff presentation:** | 20 minutes |
| **Physical location of item:** | N/A |

**AGENDA ITEM TITLE:**

Continued discussion and possible action regarding User Fee Schedule prepared by Heinfeld & Meech, dated August 2012.

**RECOMMENDED ACTION:**

Direct staff regarding User Fee Study and fees that are currently automatically adjusted each year per the Engineering News Record index.

**SITUATION AND ANALYSIS:**

Heinfeld and Meech conducted a User Fee Study that was presented to Council at a Study Session dated 9/6/2012. The study essentially reviewed fees using actual cost and market comparison. Several departments made recommendations for some or all of the fees based on their experience within their departments and the perception of their market. Recreation, Library, and Town Clerk all made their recommendations to the Council on 9/6/2012, and Council asked for further discussion on some of the Clerk's fees, and did not have the opportunity to address fees within Animal Control, Senior Center, and Development Services.

Staff intends on bringing the final fee schedule before Council on 10/23/2012 with a resolution to adopt the fees effective 1/1/2013.

**Fiscal Impact**

**Fiscal Impact?:** N

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

## Attachments

Proposed User Fees

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Planning | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Zoning Maps (GIS) - 8.5" x 11" | 3.00 | 12.38 | 12.38 | 5.00 | |
| Zoning Maps (GIS) - 11" x 17" | 5.00 | 12.42 | 12.42 | 10.00 | |
| Zoning Maps (GIS) - 22" x 34" | 10.00 | 25.75 | 25.75 | 20.00 | |
| Zoning Maps (GIS) - 34" x 44" | 25.00 | 26.82 | 26.82 | 25.00 | |
| Land Use: Minor Land Division (Lot Split) ($15.00 per lot, minimum two lots) | 30.00 | 44.25 | 44.25 | 45.00 | (22.50 per lot) |
| Land Use: Failure to Record Minor Land Division (Lot Split) with Town Prior to Title Transfer | 500.00 | 33.41 | 33.41 | 45.00 | (22.50 per lot) Consistent with other per lot fees |
| Land Use: Rezone - (+ $10 Acre)** | 350.00 | 395.80 | 395.80 | 400.00 | Rounded (+10.00 per Acre) |
| Land Use: Rezone - Advertising Fee (Per Legal Ad Required) | 85.00 | 114.26 | 114.26 | 115.00 | Per Legal Ad |
| Land Use: Subdivision & PAD - Preliminary & Final Plat Review (Each)* | 800.00 | 787.57 | 787.57 | 800.00 | Rounded |
| Land Use: Subdivision & PAD - Preliminary & Final Plat Review (Per Lot) | 15.00 | 16.66 | 16.66 | 20.00 | Rounded (Per Lot) |
| Land Use: Subdivision & PAD - Advertising Fee (Per Ad) | 85.00 | 114.26 | 114.26 | 115.00 | To be consistent with other legal ads |
| Land Use: General Plan Amendment - Residential - No Fee | - | 38.06 | 38.06 | 200.00 | In conjunction with other request (re; rezone, cup) |
| Land Use: General Plan Amendment - Other - No Fee | - | 38.06 | 38.06 | 400.00 | When not in conjunction with other request |
| Land Use: Conditional Use Permit - Initial Application** | 200.00 | 395.80 | 395.80 | 400.00 | To be consistent with other request (re: rezone, GPA) |
| Land Use: Conditional Use Permit - Renewal Before Expiration | 40.00 | 274.24 | 274.24 | DELETE | Same process as new |
| Land Use: Conditional Use Permit - Reinstatement After Expiration | 200.00 | 395.80 | 395.80 | DELETE | Same process as new |
| Land Use: Conditional Use Permit - Transfer Fee | 100.00 | 55.09 | 55.09 | DELETE | CUP is a land entitlement (no ownership transfer) |
| Land Use: Conditional Use Permit - Advertising Fee (Per Legal Ad Required) | 85.00 | 114.26 | 114.26 | 115.00 | To be consistent with other legal ads |
| Land Use: Signs - Temporary Signs | 5.00 | 28.71 | 28.71 | 5.00 | To remain business friendly |
| Land Use: Signs - Permanent Signs*** | 100.00 | 59.74 | 59.74 | 100.00 | County 180.00/PV 15.00/Prescott 41.00/Dewey 60.00 |
| **Land Use: Commission Site Plan Review** | 0.00 | | | 100.00 | **Staff Time** |
| **Annexations** | 0.00 | | | 500.00 | **staff Time** |
| **Annexations (legal ad fees)** | 0.00 | | | 115.00 | **(each)To be consistent with other legal ads** |
| Land Use: Grading Permit (Land Clearing, Grading, or Filling) Plan Review | | | | | |
| 0 to 50 Cubic Yards | N/C | 40.05 | 40.05 | | |
| 51 to 100 Cubic Yards | 23.50 | 73.64 | 73.64 | | |
| 101 to 1,000 Cubic Yards | 37.00 | 140.81 | 140.81 | | |
| 1,001 to 10,000 Cubic Yards | 49.25 | 207.99 | 207.99 | | |
| 10,001 to 100,000 Plus Cubic Yards | 269.75 | 281.63 | 281.63 | | |
| Land Use: Grading Permit (Land Clearing, Grading, or Filling) Permit Fee | | | | | |
| 0 to 50 Cubic Yards | 23.50 | 15.99 | 15.99 | | |
| 51 to 100 Cubic Yards | 37.00 | 38.44 | 38.44 | | |
| 101 to 1,000 Cubic Yards | 194.50 | 134.38 | 134.38 | | |
| 1,001 to 10,000 Cubic Yards | 325.00 | 390.21 | 390.21 | | |

| | | | | | |
|---|---|---|---|---|---|
| 10,001 Plus Cubic Yards | 919.00 | 773.96 | 773.96 | | |
| Land Use: Board of Adjustment | 100.00 | 120.20 | 120.20 | 121.00 | Rounded |
| Land Use: Board of Adjustment - Advertising Fee (Per Legal Ad Required) | 85.00 | 114.26 | 114.26 | 115.00 | To be consistent with other legal ads |
| | | | | | |
| | | | | | |
| | | | | | |
| Specific Fees: Single Family Residence - 4000 SQF - Valuation | 3,447.18 | 1,335.25 | 37.95 | | |
| Specific Fees: Single Family Residence - > 4000 SQF (Example uses 5,000 SQF) - Valuation | 4,154.85 | 1,532.46 | 37.40 | | |
| Specific Fees: Unfinished Basement - Valuations per Square Foot | 979.55 | 560.81 | 50.24 | | |
| Specific Fees: Arizona Room - Valuations per Square Foot | 496.25 | 298.70 | 29.42 | | |
| Specific Fees: Agricultural Buildings - Barns (Wood) - Valuations per Square Foot | 559.35 | 356.37 | 18.83 | | |
| Specific Fees: Agricultural Buildings - Metal (Mare Motel) - Valuations per Square Foot | 508.87 | 356.37 | 18.83 | | |
| Specific Fees: Agricultural Buildings - Pole Barns - Valuations per Square Foot | 377.15 | 236.22 | 10.25 | | |
| Specific Fees: Patio Covers, Awnings and Canopies - Wood - Valuations per Square Foot | 464.65 | 262.01 | 12.09 | | |
| Specific Fees: Patio Covers, Awnings and Canopies - Metal - Valuations per Square Foot | 324.65 | 225.31 | 9.47 | | |
| Specific Fees: Carports - Wood - Valuations per Square Foot | 464.65 | 262.01 | 12.09 | | |
| Specific Fees: Carports - Metal - Valuations per Square Foot | 324.65 | 204.77 | 8.00 | | |
| Specific Fees: Covered Decks - Metal - Valuations per Square Foot | 496.25 | 334.98 | 17.30 | | |
| Specific Fees: Covered Decks - Wood - Valuations per Square Foot | 584.59 | 334.98 | 17.30 | | |
| Specific Fees: Uncovered Decks - Valuations per Square Foot | 342.15 | 262.01 | 12.09 | | |
| Specific Fees: Garages - Metal - Valuations per Square Foot | 584.59 | 309.19 | 15.46 | | |
| Specific Fees: Garages - Wood - Valuations per Square Foot | 584.59 | 382.16 | 20.67 | | |
| Specific Fees: Garages - Masonry - Valuations per Square Foot | 584.59 | 309.19 | 15.46 | | |
| Specific Fees: Fire Places/Free Standing Stoves at Other than New Construction - Valuations per SQF | 77.04 | 55.20 | 55.20 | | |
| Specific Fees: Gazebos - Metal - Valuations per Square Foot | 149.65 | 246.28 | 43.87 | | |
| Specific Fees: Gazebos - Wood - Valuations per Square Foot | 184.65 | 246.28 | 43.87 | | |
| Specific Fees: Fences Over Six Feet in Height - Concrete or Masonry - Per Lineal Foot | 113.10 | 246.28 | 109.67 | | |
| Specific Fees: Fences Over Six Feet in Height - All Others - Per Lineal Foot | 101.67 | 246.28 | 109.67 | | |
| Specific Fees: Foundations Only - 1/4 of Planned Structure Valuation | - | 159.63 | 159.63 | | |
| Specific Fees: Commercial Hoods - Type 1 & Type 2 - Primary + Secondary for Addt'l Hoods | 154.08 | 267.68 | 267.68 | | |
| Specific Fees: Commercial Hoods - Each Additional Hood | 102.72 | 267.68 | 267.68 | | |
| Specific Fees: All Pools Requiring a Permit - Flat fee ** | 256.80 | 264.47 | 264.47 | | |
| Specific Fees: Ramadas (Structure Over Manufactured Home) - Valuations per Square Foot | 464.65 | 340.64 | 17.71 | | |
| Specific Fees: Plumbing, Electrical and Mechanical - Fee per Permit Type | 77.04 | 86.65 | 86.65 | | |
| Specific Fees: Retaining Walls Over Four Feet - Per Lineal Foot | 78.81 | 277.73 | 330.35 | | |
| Specific Fees: Roof Structure Replacement - Flat fee*** | 154.08 | 236.22 | 236.22 | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Metal - Valuations per Square Foot | 128.34 | 277.73 | 44.05 | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Wood - Valuations per Square Foot | 132.15 | 382.16 | 68.91 | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet: [2] - Valuations per Square Foot | 307.15 | 309.19 | 38.65 | | |
| [2] Shed Larger than 200 SQ Feet with Other Than a Walk Through Doors are Garages | | | | | |
| Specific Fees: Tenant Improvements - Valuations per Square Foot | 94.05 | 191.08 | 7.02 | | |
| Specific Fees: Underground Storage Tanks Over 5,000 Gallons | 154.08 | 145.93 | 145.93 | | |
| Specific Fees: Inspections Outside of Normal Business Hours | 77.04 | 104.42 | 104.42 | | |
| Specific Fees: Reinspection Fees | 77.04 | 104.42 | 104.42 | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Building Plan Review | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Specific Fees: Single Family Residence - Valuations per Square Foot | | | | | |
| Specific Fees: Single Family Residence - 1000 SQF - Valuation | 1,270.18 | 221.11 | | | |
| Specific Fees: Single Family Residence - 2000 SQF - Valuation | 1,998.18 | 221.11 | | | |
| Specific Fees: Single Family Residence - 3000 SQF - Valuation | 2,726.18 | 221.11 | | | |
| Specific Fees: Single Family Residence - 4000 SQF - Valuation | 3,447.18 | 267.66 | | | |
| Specific Fees: Single Family Residence - > 4000 SQF (Example uses 5,000 SQF) - Valuation | 4,154.85 | 267.66 | | | |
| Specific Fees: Unfinished Basement - Valuations per Square Foot | 979.55 | 58.19 | | | |
| Specific Fees: Arizona Room - Valuations per Square Foot | 496.25 | 174.56 | | | |
| Specific Fees: Agricultural Buildings - Barns (Wood) - Valuations per Square Foot | 559.35 | 186.19 | | | |
| Specific Fees: Agricultural Buildings - Metal (Mare Motel) - Valuations per Square Foot | 508.87 | 174.56 | | | |
| Specific Fees: Agricultural Buildings - Pole Barns - Valuations per Square Foot | 377.15 | 174.56 | | | |
| Specific Fees: Patio Covers, Awnings and Canopies - Wood - Valuations per Square Foot | 464.65 | 162.92 | | | |
| Specific Fees: Patio Covers, Awnings and Canopies - Metal - Valuations per Square Foot | 324.65 | 104.74 | | | |
| Specific Fees: Carports - Wood - Valuations per Square Foot | 464.65 | 104.74 | | | |
| Specific Fees: Carports - Metal - Valuations per Square Foot | 324.65 | 104.74 | | | |
| Specific Fees: Covered Decks - Metal - Valuations per Square Foot | 496.25 | 174.56 | | | |
| Specific Fees: Covered Decks - Wood - Valuations per Square Foot | 584.59 | 174.56 | | | |
| Specific Fees: Uncovered Decks - Valuations per Square Foot | 342.15 | 128.01 | | | |
| Specific Fees: Garages - Metal - Valuations per Square Foot | 584.59 | 128.01 | | | |
| Specific Fees: Garages - Wood - Valuations per Square Foot | 584.59 | 128.01 | | | |
| Specific Fees: Garages - Masonry - Valuations per Square Foot | 584.59 | 128.01 | | | |
| Specific Fees: Fire Places/Free Standing Stoves at Other than New Construction - Valuations per SQF | 77.04 | 46.55 | | | |
| Specific Fees: Gazebos - Metal - Valuations per Square Foot | 149.65 | 104.74 | | | |
| Specific Fees: Gazebos - Wood - Valuations per Square Foot | 184.65 | 104.74 | | | |
| Specific Fees: Fences Over Six Feet in Height - Concrete or Masonry - Per Lineal Foot | 113.10 | 93.10 | | | |
| Specific Fees: Fences Over Six Feet in Height - All Others - Per Lineal Foot | 101.67 | 58.19 | | | |
| Specific Fees: Foundations Only - 1/4 of Planned Structure Valuation | | 81.46 | | | |
| Specific Fees: Commercial Hoods - Type 1 & Type 2 - Primary + Secondary for Addt'l Hoods | 154.08 | 139.65 | | | |
| Specific Fees: Commercial Hoods - Each Additional Hood | 102.72 | 139.65 | | | |
| Specific Fees: All Pools Requiring a Permit - Flat fee ** | 256.80 | 128.01 | | | |
| Specific Fees: Ramadas (Structure Over Manufactured Home) - Valuations per Square Foot | 464.65 | 104.74 | | | |
| Specific Fees: Plumbing, Electrical and Mechanical - Fee per Permit Type | 77.04 | 23.28 | | | |
| Specific Fees: Retaining Walls Over Four Feet - Per Lineal Foot | 78.81 | 104.74 | | | |
| Specific Fees: Roof Structure Replacement - Flat fee*** | 154.08 | 116.38 | | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Metal - Valuations per Square Foot | 128.34 | 93.10 | | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Wood - Valuations per Square Foot | 132.15 | 93.10 | | | |
| Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet: [2] - Valuations per Square Foot | 199.65 | 128.01 | | | |
| [2] Shed Larger than 200 SQ Feet with Other Than a Walk Through Doors are Garages | | | | | |
| Specific Fees: Tenant Improvements - Valuations per Square Foot | 94.05 | 104.74 | | | |
| Specific Fees: Underground Storage Tanks Over 5,000 Gallons | 154.08 | 81.46 | | | |
| Specific Fees: Additional Paln Review Required by Changes, Additions or Revisions to Approved Plans - Minn 1 Hr. | 77.04 | 58.19 | | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Engineering | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Engineering Reports: Drainage, Water, Sewer (Includes 1st and 2nd Review) - $ 100 per Hour - 4 Hour Minimum | 400.00 | 389.84 | 389.84 | | |
| Engineering Reports: Traffic (Includes 3 Reviews) - $100 Per Hour - 4 Hour Minimum | 400.00 | 389.84 | 389.84 | | |
| Engineering Infrastructure Plan Review: 1st and 2nd Review (Each Component Billed Separately) - Per Sheet | 350.00 | 292.38 | 292.38 | | |
| Engineering Plan Reviews: 3rd and Subsequent Reviews - Per Sheet | 150.00 | 48.73 | 48.73 | | |
| Construction Inspection: Utility Lines (Water, Sewer, Storm Drain & Channels, Gas, Electric, etc.) | | | | | |
| 0 to 1,000 Lineal Feet - Per LF | 0.40 | 463.97 | 0.46 | | |
| 1,001 to 2,000 - Per LF | 0.38 | 927.93 | 0.46 | | |
| 2,001 to 3,000 - Per LF | 0.34 | 1,391.90 | 0.46 | | |
| 3,001 to 4,000 - Per LF | 0.30 | 1,855.87 | 0.46 | | |
| 4,001 to 5,000 - Per LF | 0.27 | 2,319.83 | 0.46 | | |
| 5,001 Plus - Per LF | 0.25 | 0.46 | 0.46 | | |
| Construction Inspection: Streets | | | | | |
| 0 to 2,000 Square Yards | 0.35 | 695.95 | 0.35 | | |
| 2,001 to 4,000 Square Yards | 0.34 | 1,252.71 | 0.31 | | |
| 4,001 to 6,000 Square Yards | 0.32 | 1,786.28 | 0.30 | | |
| 6,001 to 8,000 Square Yards | 0.30 | 2,319.83 | 0.29 | | |
| 8,001 to 10,000 Square Yards | 0.28 | 2,667.81 | 0.27 | | |
| 10,001 to 12,000 Square Yards | 0.26 | 3,201.37 | 0.27 | | |
| 12,001 Plus Square Yards | 0.25 | 0.27 | 0.27 | | |
| As-Built Plans - Per Sheet | 100.00 | 73.10 | 73.10 | | |
| Third Party Engineering Services: Plan & Report Review - Same as in-house report review | 400.00 | 389.85 | 389.85 | | |
| Third Party Engineering Services: Inspection - Utility Lines & Streets - Actual cost as billed + 5% | | | | | |
| Right-Of-Way Permits: Base Rate - Per Permit | 70.00 | 56.81 | 56.81 | | |
| Right-Of-Way Permits: Utilities and Roadways - Additional $0.25 per Lineal Foot* | 0.25 | 0.46 | 0.46 | | |
| Right-Of-Way Permits: 2nd & Subsequent Inspections - Per Inspection | 70.00 | 69.60 | 69.60 | | |
| Right-Of-Way Permits: Driveway Culvert Installation - Per Permit | 30.00 | 46.40 | 46.40 | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Town Clerk - Public Record's Inspection/Reproduction Request | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Photocopy - 8.5 x 11 | 0.25 | 0.36 | 0.36 | 0.25 | |
| Photocopy - 8.5 x 14 | 0.35 | 0.38 | 0.38 | 0.35 | |
| Photocopy - 11 x 17 | 0.50 | 0.47 | 0.47 | 0.50 | |
| Photocopy - color (over cost of b&w copy) | | | | 0.10 | new fee recommended by staff |
| Scanning of printed only records (per image) | | | | 0.25 | |
| Fax per image | 1.00 | 1.18 | 1.18 | 1.25 | |
| Recordings - Audio Tape | 5.00 | 14.49 | 14.49 | Eliminate | |
| Recordings - Floppy | 2.00 | 10.76 | 10.76 | Eliminate | |
| Recordings - CD Rom | 2.00 | 10.76 | 10.76 | Eliminate | |
| Recordings - DVD / VHS | 10.00 | 14.58 | 14.58 | Eliminate | |
| Recordings - CD/DVD | | | | 15.00 | replaces above 4 recordings fees |
| CD/DVD (as records storage device only) | | | | 2.00 | |
| Electronic records (copying to storage device or email) (per hour) | | | | 25.00 | new recommended fee based on new information received from the Or |
| Document cover/binding | VARIES | 6.45 | 6.45 | actual cost + 2.00 | |
| U.S. Mailing | VARIES | 6.38 | 6.38 | actual cost + 2.00 | |
| E-mailing | VARIES | 6.63 | 6.63 | Eliminate | replaced by "Electronic records" above |
| Publications: | | | | Eliminate | replaced by per image cost |
| Town Code of Ordinances | 60.00 | 58.57 | 58.57 | Eliminate | |
| Unified Development Ordinance | 34.00 | 38.82 | 38.82 | Eliminate | |
| Annual Budget | 19.00 | 23.05 | 23.05 | Eliminate | |
| General Plan | 20.00 | 21.51 | 21.51 | Eliminate | |
| Tax Code | 16.00 | 19.34 | 19.34 | Eliminate | |
| Capital Improvement Plan | 18.00 | 19.05 | 19.05 | Eliminate | |
| Strategic Plan | 4.00 | 6.74 | 6.74 | Eliminate | |
| Current Agenda Packets | 12.00 | 19.22 | 19.22 | per image cost | |
| Meeting Transcription (per hour) | 20.00 | 29.09 | 29.09 | Eliminate | recommended by consultant |
| Meeting Transcripts (per page) | 20.00 | 29.09 | 29.09 | 7.50 | recommended by consultant |
| Subscriptions (year): | | | | | |
| Agendas (printed) | | | | 34.00 | |
| Agendas (email) | 24.00 | 33.64 | 33.64 | 34.00 | |
| Agendas (fax) | 30.00 | 51.43 | 51.43 | 50.00 | |
| Agnedas (mail) | 30.00 | 103.13 | 103.13 | 103.00 | |
| Agenda packet | 288.00 | 402.09 | 402.09 | 409.00 | |
| Commercial request | VARIES | 46.96 | 46.96 | market value of record + staff time | |
| Commercial request (business license or other list) | | | | 0.17 per business/record | |
| Notary - per signature (set by State law) | 2.00 | 3.53 | 3.53 | 2.00 | |
| | | | | | |
| | | | | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Town Clerk - Business Licenses | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Business License: | | | | | |
| General Business License Fee (year) | 61.00 | 98.49 | 98.49 | 50.00 | reduction demonstrates good faith on Town's part to work with business |
| Application Processing Fee | 30.00 | 32.25 | 32.25 | 33.00 | recovers cost of building official inspections |
| Inspection (hour) | 56.00 | 54.57 | 54.57 | Eliminate | recovered in the processing fee |
| Operating without a license/late fee | 100% | | | 50% | At the September 6 study session, Council appeared to prefer a 50% charge. |
| Renewal Fee (year) | 61.00 | 8.35 | 15.00 | 50.00 | |
| Update Fee (for all changes other than ownership) | 10.00 | 14.06 | 14.06 | 14.00 | recovers cost of staff time |
| Mobile Merchants (year) | 61.00 | 98.49 | 98.49 | 50.00 | |
| Transient Merchants (day) | 61.00 | 98.49 | 98.49 | 50.00 | |
| Special Event Vendors (day) | 21.00 | 13.64 | 13.64 | 14.00 | |
| ~~Festivals~~ Special Events: | | | | | At the September 6 study session, Council noted that these fees needed to be revised, but they preferred to do so upon review of a new |
| Filing fee | 61.00 | 35.47 | 35.47 | 36.00 | |
| License fee (day) | 119.00 | 114.50 | 114.50 | 115.00 | |
| Peddlers and Solicitors (day): | 102.00 | 59.79 | 59.79 | 60.00 | |
| Additional fee per worker (day) | 9.00 | 21.09 | 21.09 | 21.00 | |
| Special Business Establishments: | | | | | At the September 6 study session, Council expressed concern over these fees, but did not give staff any particular direction. |
| Swap Meet License (year) | 404.00 | 345.32 | 345.32 | 346.00 | |
| Auction License (year) | 303.00 | 136.92 | 136.92 | 137.00 | |
| Telephone Company License (year) | 353.00 | 136.92 | 136.92 | 353.00 | |
| Sexually Oriented Businesses: | | | | | |
| Application/Investigation Fee | 1,062.00 | 264.06 | 264.06 | 1,062.00 | |
| Annual Fee (per business) | 1,062.00 | 264.80 | 264.80 | 1,062.00 | |
| Annual Fee (per employee) | 1,062.00 | 73.23 | 73.23 | 1,062.00 | |
| Liquor Licenses: | | | | | restructured to correspond with the state's liquor series' |
| All Types of Liquor | 303.00 | 249.49 | 249.49 | Eliminate | |
| Beer and Wine Only | 252.00 | 249.49 | 249.49 | Eliminate | |
| Beer Only | 202.00 | 249.49 | 249.49 | Eliminate | |
| Off Sale: All Types | 252.00 | 249.49 | 249.49 | Eliminate | |
| Off Sale: Beer and Wine Only | 202.00 | 256.13 | 256.13 | Eliminate | |
| Off Sale: Beer Only | 152.00 | 55.93 | 256.13 | Eliminate | |
| Series #4 Wholesaler | | | | 202.00 | |
| Series #6 Bar | | | | 303.00 | |
| Series #7 Beer & Wine bar | | | | 252.00 | |
| Series #9 Liquor Store | | | | 252.00 | |
| Series #10 Beer & wine store | | | | 152.00 | |
| Series #11 Hotel/Motel | | | | 252.00 | |
| Series #12 Restaurant | | | | 303.00 | |
| Series #13 Domestic Farm Winery | | | | 252.00 | |
| Series #14 Private club | | | | 252.00 | |
| Series #15 Special Event | - | 55.93 | 55.93 | 50.00 | |
| Temporary Extension of Premisis | - | | | 50.00 | |
| | | | | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| | Appendix A | | Appendix B | | |
|---|---|---|---|---|---|
| **Department Service - Animal Control** | **Current Fee** | **100 % Cost Recovery** | **Market Calculated** | **Staff Recommendation** | **NOTES** |
| | | | | | |
| Animal License Altered Dog | 6.00 | 17.38 | 17.38 | 8.00 | Local Market Average 7.75 |
| Animal License Unaltered Dog | 36.00 | 44.15 | 44.15 | 36.00 | Local Market Average 26.25 |
| Late Fee | 18.00 | 14.68 | 14.68 | 16.00 | Local Market Average 16.00 |
| | | | | | |
| Impound Fee with Pickup | 24.00 | 70.64 | 70.64 | 30.00 | Increasing fees to much will increase animal abandonment |
| Impound Fee without Pickup | 24.00 | 25.58 | 25.58 | 24.00 | Increasing fees will increase animal abandonment |
| Boarding Fee Per Day | 12.00 | 45.06 | 24.37 | 12.00 | Increasing fees will increase animal abandonment |
| Transportation Fee | 24.00 | 45.06 | 45.06 | Zero | This fee has never been charged and is not charged by other agencies |
| | | | | | |
| Adoption Fee Unaltered Female Dog | 76.00 | 143.56 | 143.56 | 85.00 | Only if medical condition prevents spaying |
| Adoption Fee Unaltered Male Dog | 62.00 | 143.56 | 143.56 | 70.00 | Only if medical condition prevents neutering |
| Adoption Fee Altered Dog | 18.00 | 39.56 | 39.56 | 25.00 | |
| Rabies Shot | 10.00 | | | 10.00 | Incorrectly listed in study as "county surcharge" |
| Female/Male Dogs | 10.00 | 39.56 | 39.56 | XX | Drop from listing |
| County surcharge | 18.00 | 11.36 | 11.36 | XX | Drop from listing |
| | | | | | |
| **POLICE** | | | | | |
| Finger Printing | 5.00 | | | 5.00 per card | Not included in the study |
| Level 1 VIN inspection on site | NA | | | 5.00 | Not currently charging for this service |
| Level 1 VIN inspection off site | NA | | | 10.00 | Not currently charging for this service |
| | | | | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| | Appendix A | | Appendix B | 5.00 per card | Not included in the study |
|---|---|---|---|---|---|
| **Department Service - Library** | **Current Fee** | **100 % Cost Recovery** | **Market Calculated** | **5** | **Not currently charging for this service** |
| Photocopies (per page) - includes ink | 0.10 | - | - | 0.10 | |
| Printouts form Public Access Computers (per page) - includes ink | 0.10 | - | - | 0.10 | |
| Purchase of 3.5" diskette | 1.00 | - | - | 1.00 | |
| Purchase of CD-ROM Disks, Flash Drives | 1.00 | - | - | 1.00 | |
| Library Card | | | | | |
| New | N/C | | | N/C | |
| Replacement | 3.00 | 2.83 | 2.83 | 3.00 | |
| Overdue items (per day - per item) | | | | | |
| Overdue items of Chino Valley Library | 0.10 | 0.78 | 0.78 | 0.10 | |
| Overdue items of other Yavapai Network Libraries | 0.10 | 0.78 | 0.78 | 0.10 | |
| Overdue Items from Libraries Outside the Yavapai Library Network | 0.10 | 0.78 | 0.78 | 0.10 | |
| Item placed on hold and not picked up after 7 days (per item) | | | | | |
| Materials requested from Chino Valley Library | | | | | |
| Materials requested from Other Yavapai Library Network Libraries | 0.50 | 1.25 | 1.25 | 0.50 | |
| Materials requested from Libraries Outside the Yavapai Library Network | 1.00 | 1.25 | 1.25 | 1.00 | |
| Item lost or destroyed - Replacement cost + $5 processing fee | | | | | |
| Processing fee per item lost (Chino Valley Library) | 5.00 | 4.72 | 4.72 | 5.00 | |
| Processing fee per item lost (other Yavapai Library Network Libraries) | 5.00 | 4.72 | 4.72 | 5.00 | |
| Processing fee per item lost (Libraries Outside the Yavapai Library Network) | 5.00 | 4.72 | 4.72 | 5.00 | |
| Items referred to outside agency for collection + library labor and admin costs* | | | | | |
| Collections for Chino Valley Library | 25.00 | 7.06 | 7.06 | N/A | Service Not needed or used |
| Collections for Other Yavapai Library Network Libraries | 25.00 | 7.06 | 7.06 | N/A | Service Not needed or used |
| Collections for Libraries Outside the Yavapai Library Network | 25.00 | 7.06 | 7.06 | N/A | Service Not needed or used |

## TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Recreation | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Community Center / Head Start Victory Building | | | | | |
| Private Individuals (per hour) | 18.00 | 37.06 | 37.06 | 36.00 | |
| Commercial (per hour) | 30.00 | 37.06 | 37.06 | 60.00 | |
| Non-Profit (per reservation) | 12.00 | 37.06 | 37.06 | 36.00 | |
| Co-Sponsored (per reservation) | 12.00 | 37.06 | 37.06 | | |
| Park Ramada Reservation | | | | | |
| Half Day | 18.00 | 18.43 | 18.43 | 36.00 | |
| Full Day | 36.00 | 18.43 | 18.43 | 72.00 | |
| Athletic Fields: | | | | | |
| CV Youth League Season, one time fee | N/C | 107.71 | 107.71 | 100.00 | |
| CV Youth Athletic Tournaments w/set up (off season) per field | 48.00 | 65.63 | 65.63 | 65.00 | |
| Non-CV Youth Leagues/Teams & Adult League/Teams w/out set up | 12.00 | 26.47 | 26.47 | 25.00 | |
| (per field per hour) | | | | | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| | Appendix A | | Appendix B | | |
|---|---|---|---|---|---|
| **Department Service - Aquatic Center - Full Cost** | **Current Fee** | **100 % Cost Recovery** | **Market Calculated** | **Staff Recommendation** | **NOTES** |
| Daily Use | | | | | |
| Ages 0-5 years - Child | 0.75 | 1.99 | 0.91 | 1.00 | |
| Ages 6-17 - Youth | 2.00 | 5.30 | 2.41 | 2.50 | |
| Ages 18 to 54 - Adult | 3.00 | 7.94 | 3.62 | 3.50 | |
| Ages 55 & Older - Senior | 2.50 | 6.62 | 3.02 | 3.00 | |
| Family - 5 Immediate Family Members | 12.00 | 31.78 | 14.49 | 12.50 | |
| Season Passes | | | | | |
| Ages 0-5 years - Child | 30.00 | 95.33 | 43.47 | 45.00 | |
| Ages 6-17 - Youth | 60.00 | 190.65 | 86.93 | 85.00 | |
| Ages 18 to 54 - Adult | 90.00 | 285.98 | 130.40 | 130.00 | |
| Ages 55 & Older - Senior | 65.00 | 206.54 | 94.18 | 95.00 | |
| Family - 5 Immediate Family Members | 140.00 | 444.86 | 202.84 | 200.00 | |
| Learn to Swim | | | | | |
| Youth - 8 sessions, 30 minutes in length | 40.00 | 156.87 | 71.53 | 45.00 | |
| Adult - 4 sessions, 1 hour in length | 40.00 | 146.66 | 66.87 | 45.00 | |
| Fitness Program Lessons - 9 sessions of 1 hour | 45.00 | 319.85 | 145.84 | 45.00 | |
| Private Lessons - 9 Sessions of 1 Hour | 20.00 | 18.75 | 8.55 | 20.00 | |
| Aquatic Facility Rental | | | | | |
| Aquatic Facility - 2 Hour Minimum = 1 to 200 Guests | 140.00 | 307.21 | 140.07 | 140.00 | |
| Lifeguards (minimum 3) - 2 hour minimum | 72.00 | 132.41 | 60.38 | 72.00 | |
| Aquatic Facility - 2 Hour Minimum = 201 to 400 Guests | 140.00 | 307.21 | 140.07 | 140.00 | |
| Lifeguards (minimum 4) - 2 hour minimum | 96.00 | 176.54 | 80.50 | 96.00 | |
| Slide | 30.00 | 2.00 | 0.91 | 30.00/hour | |

# TOWN OF CHINO VALLEY - USER FEE STUDY

| Department Service - Senior Center | Appendix A Current Fee | Appendix A 100 % Cost Recovery | Appendix B Market Calculated | Staff Recommendation | NOTES |
|---|---|---|---|---|---|
| Facility Rental - Private | | | | | |
| Monitor (per hour) | 36.00 | N/A | N/A | | |
| Building Use (per hour) | 30.00 | 17.70 | 17.70 | | recommend to do away with hourly fee |
| Building Use (half day) | 120.00 | 88.53 | 88.53 | 100.00 | |
| Building Use (full day) | 240.00 | 141.57 | 141.57 | 150.00 | |
| Cleaning | 61.00 | N/A | N/A | - | staff does not do any after cleaning; individual group is responsible for cleaning; recommend to |
| Facility Rental - Non-Profit Organizations | | | | | |
| Monitor (per hour) | 12.00 | N/A | N/A | | |
| Building Use (per day) | 42.00 | 141.57 | 141.57 | 75.00 for non profit | |
| Building Use (weekly) - Charge per Month | 72.00 | 566.28 | 566.28 | 100.00/wk | 2 hour minimum |
| Cleaning | 61.00 | N/A | N/A | | staff does not do any after cleaning; individual group is responsible for cleaning; recommend to |
| Facility Rental - Commercial/Business Organizations | | | | | |
| Monitor (per hour) | 12.00 | N/A | N/A | | |
| Building Use (per day) | 61.00 | 141.57 | 141.57 | 150.00 | |
| Cleaning | 61.00 | N/A | N/A | | |
| Van Transportation Fees | | | | | |
| Local (Chino Valley) - No charge | - | 4.25 | 4.25 | 5.00 | |
| Quad-City | 3.00 | 20.64 | 20.64 | 10.00 | |
| Yavapai County | 5.00 | 22.01 | 22.01 | 15.00 | |
| Other Arizona | 10.00 | 44.02 | 44.02 | 25.00 | |
| Out of State - Average trip 225 miles | 10.00 | 85.75 | 85.75 | dependent on ind. Trip | |
| Meals | | | | | |
| Congregate Meals (over age 60) | 4.00 | 10.03 | 10.03 | 4.00 | the older americans act states that this is a "suggested" donation only |
| Congregate Meals (under age 60) | 5.00 | 10.03 | 10.03 | 5.00 | under 60 we can actually charge |
| | | | | | |

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# TOWN OF CHINO VALLEY
# COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting** **Item No. 7. i.**

| | |
|---|---|
| **Meeting Date:** | 10/09/2012 |
| **Contact Person/Dept:** | Jami Lewis, Town Clerk |
| | Phone: 928-636-2646 x-1208 |
| **Item Type:** | Action |
| **Estimated length of staff presentation:** | None |
| **Physical location of item:** | N/A |

**AGENDA ITEM TITLE:**

Consideration and possible action in support of three resolutions presented by the Greater Arizona Mayors Association (GAMA).

**RECOMMENDED ACTION:**

To be determined per Council discussion.

**SITUATION AND ANALYSIS:**

On August 30, 2012 the Greater Arizona Mayors Association (GAMA) discussed the following three resolutions:

1) Resolution in support of repeal of HB 2826, consolidated elections bill
2) Resolution in support of accelerated sunset of HB 2643, police officer duty-related injury
3) Resolution of support for State Parks.

The Mayors agreed to take these resolutions, or their own versions, to their councils for consideration before GAMA's next meeting on October 12. Should Council desire to adopt any of these resolutions, they can: (i) direct staff to put the resoution language in final form for Council's adoption on October 23; OR (ii) direct staff to put the language in final form and authorize the mayor and such resolution(s) without further action.

**Attachments**

GAMA minutes, Aug. 30, 2012
Resolution, HB 2826
Resolution, HB 2643
Resolution, State Parks

# GAMA MINUTES

**Thursday, August 30, 2012**

Cottonwood Mayor and GAMA Chair Diane Joens called the meeting to order at 2:30 p.m. with welcome and introductions. Members in attendance were Bullhead City Mayor Jack Hakim, Winslow Mayor Robin Boyd, Sedona Mayor Rob Adams, Jerome Mayor Nikki Check, Flagstaff Mayor Jerry Nabours, Page Mayor Bill Diak, Dewey-Humboldt Mayor Terry Nolan, Camp Verde Mayor Bob Burnside, Williams Mayor John Moore, Prescott Valley Council Member Lora Lee Nye for Mayor Harvey Skoog, Tusayan Mayor Greg Bryan, Cottonwood Mayor Diane Joens, Sedona City Manager Tim Ernster, Cottonwood City Manager Doug Bartosh and Prescott Valley Town Manager Larry Tarkowski. Guests were Bullhead City Council Member Kathy Bruck, State Representative Karen Fann, Arizona State Parks Director Bryan Martyn, Arizona State Parks Foundation Executive Director Cristie Statler, Globe Mayor Terry Wheeler and Richard Travis of Nexxus Consulting. The meeting was held at the Hyatt Regency Scottsdale Resort at Gainey Ranch during the 2012 League of Cities and Towns Conference.

Members voted unanimously to approve the June 8, 2012 minutes.

Recently appointed Arizona State Parks Director Bryan Martyn introduced himself and gave a State Parks update to GAMA. He said his charge was to do everything he could to make State Parks self-sustaining. He said they were not looking to keep relying on the cities to continue funding State Parks because that doesn't work in the long term. He said the agency was trying to create more of a business model and be less dependent on tax revenues. Arizona State Parks Foundation Executive Director Cristie Statler gave a quick update on the Natural Resources Protection Act, an initiative seeking qualification for the November 2012 statewide ballot that would have provided voter-protected funding for the management and protection of Arizona's natural resources. The initiative would have created funding by an opt-out $14 charge on vehicle registrations. Petition carriers obtained 116,000 signatures in six weeks, but started too late and didn't have enough funding to get the necessary 172,809 signatures. She felt it was a good indication that Arizona voters want State Parks to be funded considering the number of signatures collected in such a short time.

Mayor Hakim asked about the use of State Lake Improvement Funds (SLIF), funding that is derived from boat fuel taxes. This money originally was slated for safety improvements, better law enforcement and boating access on Arizona lakes. Mr. Martyn said the agency was getting around 4.6 million of SLIF funds which were being used to keep State Parks in operation. He wants to get State Parks away from relying on SLIF and Off-Highway Vehicle (OHV) monies for operations. Mayor Hakim shared that Bullhead City doesn't have a State Park, but it has a river, it contributes a lot of the SLIF fund, and needs to build sea walls that will attract visitors and enhance tourism. There was general discussion of how to get Phoenix-area legislators educated about the value of State Parks. Mayor Burnside said he wanted to thank Mr. Martyn for saying he wanted to keep Ft. Verde open. Mr. Martyn said that he planned to hire a federal lobbyist to get help with economic development and public health.

Prescott Valley Council Member Nye asked how they might get a State Park in their community, and mentioned areas that would be appropriate. Mr. Martyn said he would drive anywhere or any place in the state to sit at the table and talk about issues or problems. He wanted to support partnerships with all.

Mayor Joens began the discussion of HB 2826. She reported on information she received from Arizona League of Cities and Towns Director Ken Strobeck. The Department of Justice has ruled that HB 2826 does not restrict any minority voting rights so they will not object to its implementation. The cities of Tucson and Phoenix are likely to challenge 2826 on the basis of their own local charter authority. Non-charter cities and towns do not have solid legal standing to challenge the law. There will need to be cleanup legislation in the next session to remove conflicting sections of statute and to provide for Home Rule elections for cities and towns that would be caught without spending authority. The legislature may also take action to provide for the change in council terms. There has been some discussion of introducing legislation to repeal the entire statute but chances of that passing are very low; there has also been discussion of introducing a bill that provides a population threshold for the bill, allowing smaller communities to remain on the spring cycle. There has been no agreement on that position.

Mayor Joens shared that the staff of the League of Cities and Towns had proposed a resolution as follows:

"HB 2826 (Laws 2012, Chapter 353) requires that cities and towns hold all candidate elections in the fall election cycle of even years. Multiple technical issues associated with implementation of this law must be addressed by clarifying legislation. Issues regarding the length of terms for incumbent Council Members, alternative expenditure limitation renewal elections and municipal incorporation elections need clarity before the law takes effect in 2014. Although HB 2826 must overcome review and preclearance by the Justice Department (as well as possible court challenges), *this resolution would empower League staff to pursue needed changes to address significant shortcomings of the new statute. These changes will be absolutely necessary to ensure that the new law doesn't create dire, unintended consequences.*"

However, Mayor Joens said members of the League Resolutions Committee did not think the resolution went far enough, and voted unanimously on Tuesday to direct League staff to work toward **total repeal** of the bill.

**GAMA members unanimously agreed to work together as an entity to repeal 2826. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration.**

The chair moved item five as the next item of discussion: "Where are we as an organization, and where do we want to be? Tasks, committees, volunteers, assignments. Group discussion." Mayor Joens read the mission statement: 1) The Mission of the Greater Arizona Mayors' Association is the advancement of shared interests, issues and legislation that benefits the members' cities and towns. 2) The shared Mission of the Greater Arizona Mayors' Association is to provide a forum for member agencies to exert influence that advances our mutual interests. Mayor Hakim said that it took about two years for the Tri-Cities to figure out their common goals and what they were going to focus on to get them where they wanted to be. Everyone kept coming up with different ideas and goals and that didn't work. They then acknowledged the goal was to have the three cities in Mohave County speak with one voice. He suggested that GAMA choose one topic that everyone could agree upon and work on that. He said the Tri-Cities learned that they had power. He said GAMA has three different counties, and needs to define a common goal, then focus on that one goal. It's that one goal that GAMA has in common, and it may be parks. He said the first step is to capture our legislators' attention, meet with them individually and collectively, with one story, one voice. By doing that, they achieved quite a bit for their communities, even though each community had their own issues, but they supported the other community in their needs. When they went after something they got it. If we add up all the communities represented here, we come out third most powerful in state population. We're talking about our strength. Mayor Adams said State Parks might

be something GAMA can get our teeth into--it's a natural selection, a short-term achievable goal to gather some momentum and enthusiasm. Mayor Hakim said they don't have state parks in Bullhead, but they have SLIF funds interests. Mayor Joens said she could support a goal to make State Parks a GAMA priority.

Mayor Moore of Williams said he had not been able to attend many meetings, but he felt the group had not done enough and that 20 to 25 members should have enough power to shake up the legislature. If not, he thought we may as well go back to our towns and not waste our time in these meetings. Mayor Diak said his predecessor felt it was important that Page be part of GAMA, and he believed the organization was very important for Page to have a stronger voice. He believed in GAMA and wanted it to continue. Without it, Page would still be "Southern Utah." Rep. Fann encouraged the group to act together as GAMA with one voice, but also stated that each mayor should be individually contacting their legislators. Rep. Fann encouraged all the mayors to get registered to use the Request to Speak process when the legislature is in session. GAMA members agreed this topic should be on a future agenda.

Mayor Joens asked Cottonwood City Manager Doug Bartosh to provide a summary of HB 2643: Duty related injury; police officer, as supported by Rep. John Kavanagh. Mr. Bartosh said he spent 30 years in law enforcement and supports law enforcement issues. He doesn't understand how this bill got through under the radar. It says police officers injured in line of duty have to be made whole according to what the State Legislature deems whole. Cities have always provided 2/3 of the salary from Workers' Compensation, and employees would further be made whole with sick leave and vacation pay making up the other third. The new legislation requires cities to make up the one-third in pay rather than leave. Cities will also be required to pay the employees' public safety retirement contribution. This situation could encourage employees to stay home. It sunsets in 2014. Mr. Tarkowski stated using incentives for somebody not to come to work doesn't make sense. Mr. Bartosh said if somebody runs out of sick leave, cities have programs to make people whole, including the donation of sick leave from other employees. This bill just went too far. Mr. Bartosh said there are also organizations like the 100 Club that help injured public safety employees. Rep. Fann said she would check for more information about how this bill made it through the legislature.

**GAMA members unanimously agreed to work together as an entity to request that the legislature accelerate the sunset of HB 2643. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration. GAMA will need to find a legislator to carry such a bill.**

**GAMA members unanimously agreed to work together as an entity and chose Arizona State Parks as the issue they will work on this next legislative session. They asked the chair to create a sample resolution that could be presented to all GAMA member city councils for their consideration.**

The next GAMA meeting (the annual meeting) will be held in Chino Valley on Friday, Oct. 12 at 11 a.m. Agenda items will include education on the Arizona Legislature's Request to Speak process and a report from individual cities and towns on their council's acceptance of the three resolutions. Mayor Adams suggested we get Mr. Martyn and Ms. Statler back to help with direction on supporting State Parks. Members will also discuss appointing a special GAMA committee to speak to southern Arizona cities and towns about creating their own GAMA-type organization. Rep. Fann will talk about signs at our next meeting. Per the bylaws, the executive committee will appoint a nominating committee to name a slate of executive committee candidates to be elected at the next meeting. As there were no additional legislative candidates to speak at the meet and greet, the meeting was adjourned.

*Minutes submitted by Mayor Diane Joens*

A RESOLUTION OF THE [CITY/TOWN] COUNCIL OF THE [CITY/TOWN] OF [NAME], ARIZONA, SUPPORTING THE REPEAL OF ARIZONA HOUSE BILL 2826

WHEREAS, Arizona cities and towns with populations of fewer than one hundred and seventy-five thousand persons are currently authorized to hold regular elections, including local candidate elections on any of the four consolidated election dates set forth in Arizona Revised Statutes Section 16-204.B; and

WHEREAS, House Bill 2826 requires that, beginning in 2014, all regular elections, including local candidate elections may be held only in the Fall election cycle of even-numbered years; and

WHEREAS, many cities and towns with populations of fewer than one hundred and seventy-five thousand persons have established election cycles that provide for the election of local candidates during a Spring election cycle, or in the Fall of odd-numbered years; and

WHEREAS, House Bill 2826 will significantly disrupt the current election cycles in those cities and towns with populations of fewer than one hundred and seventy-five thousand persons where candidates are elected during a Spring election cycle, or in the Fall of odd-numbered years, and cause the terms of many incumbent elected officials to be artificially extended for as long as eighteen months or more beyond the terms for which they were duly elected; and

WHEREAS, many cities and towns operate under alternative expenditure limitations that are approved by the voters of those cities and towns every four years on the same ballot as local candidate elections, in accordance with Article 9, Section 20 of the Arizona Constitution; and

WHEREAS, HB 2826 will prevent the cities and towns whose candidate elections are currently held at times other than the Fall election cycle of even-numbered years from timely renewing their alternative expenditure limitations, which could result in a substantial diminution and disruption of essential public services; and

WHEREAS, the election of local candidates and the timing and continuity of alternative expenditure limitation elections are matters of local concern; and

WHEREAS, House Bill 2826 is inimical to the concept of local control over matters of local concern;

NOW, THEREFORE, BE IT RESOLVED by the [City/Town] Council of the [City/Town] of [], Arizona, as follows:

1. That the [City/Town] of [], Arizona expressly disapproves of House Bill 2826 and its usurpation of local control over the timing of local candidate elections

as well as the timing and continuity of alternative expenditure limitation elections.

2. That the [City/Town] of [], Arizona supports and urges the repeal of House Bill 2826.

A RESOLUTION OF THE [CITY/TOWN] COUNCIL OF THE [CITY/TOWN] OF [NAME], ARIZONA, SUPPORTING THE REPEAL, ACCELERATED SUNSET AND/OR NONRENEWAL OF ARIZONA HOUSE BILL 2643

WHEREAS, House Bill 2643 requires cities and towns to establish a supplemental benefits plan for public safety employees that requires cities and towns to expend significant additional funds to compensate public safety employees who meet the eligibility criteria for enrollment in that plan at a time of reduced/declining municipal revenues; and

WHEREAS, the supplemental benefits plans that cities and towns are required to establish under House Bill 2643 provide eligible employees with substantially more total compensation than such employees will make when they return to work, and thus provide a disincentive to returning to work as soon as is reasonably possible; and

WHEREAS, House Bill 2643 requires cities and towns to treat injured public safety employees who are injured at work more favorably than other municipal employees who are injured at work, thus creating two classes of employees; and

WHEREAS, House Bill 2643 constitutes an unfunded mandate on local government;

NOW, THEREFORE, BE IT RESOLVED by the [City/Town] Council of the [City/Town] of [], Arizona, that the [City/Town] of [], Arizona expressly disapproves of House Bill 2643, and urges the Arizona Legislature to either repeal it, provide for an accelerated sunset date, or at a minimum, not renew it beyond its current sunset date of September 30, 2014.

A RESOLUTION OF THE [CITY/TOWN] COUNCIL OF THE [CITY/TOWN] OF [NAME], ARIZONA, URGING THE ARIZONA LEGISLATURE TO RENEW ITS SUPPORT OF THE ARIZONA STATE PARKS SYSTEM

WHEREAS, Arizona's state parks contain unique and irreplaceable ecosystems, wildlife, and historic and natural resources, and constitute an essential part of what makes Arizona the extraordinary place it is, both for its residents and for visitors from around the country and around the world; and

WHEREAS, while the Arizona parks system requires approximately $30 to $34 million per year to operate, it generates more than $266 million in annual economic activity and supports more than 3,000 jobs, primarily in Arizona's rural communities; and

WHEREAS, the Arizona Legislature provides no General Fund support for the state park system, and has in recent years diverted more than $15 million in park revenues away from the system; and

WHEREAS, the gate/admission fees at Arizona State Parks are already among the highest in the United States; and

WHEREAS, the Arizona state park system is now in immediate peril due to a lack of sufficient funding for park operations, as well as deferred maintenance and capital improvement projects totaling approximately $200 million; and

WHEREAS, nineteen of the State's 31 state parks and natural areas are open to the public only because other public and private individuals, groups and entities have stepped forward to provide short-term, temporary support for park operations on seasonal and shortened schedules; and

WHEREAS, the State has an obligation to ensure that current and future generations of Arizonans are able to enjoy the natural splendor, historic heritage and outdoor recreational opportunities offered at Arizona's state parks and recreational areas;

NOW, THEREFORE, BE IT RESOLVED by the [City/Town] Council of the [City/Town] of [ ], Arizona, as follows:

That the Arizona State Legislature is urged to renew and restore its previous support for the Arizona state park system - including but not limited to the immediate and permanent termination of funding "sweeps"; a modest amount of General Fund support; restoration of the Heritage Grant program; and the institution of an optional, opt-out state park fee as part of the vehicle registration process - so that the parks of this state can remain open, properly maintained and safe, so as to preserve the recreational, cultural, historical and economic opportunities they provide to the state, its people, and its rural communities.