



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**STUDY SESSION
TUESDAY OCTOBER 15, 2019
5:00 P.M.**

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

AGENDA

- 1) CALL TO ORDER; ROLL CALL
- 2) **p.3** [5:00-6:00 p.m.] Consideration and discussion regarding Temporary Sign Ordinance options. (Joshua Cook, Development Services Director)
- 3) Consideration and discussion regarding various signage projects within the Town: (Maggie Tidaback, Economic Development Project Manager)
 - a) **p.33** [6:00-6:20 p.m.] Wayfinding Sign Plan with ADOT, including professional services agreement between the Town of Chino Valley and Civiltec Engineering for research and planning.
 - b) **p.35** [6:20-6:40 p.m.] Municipal Building Signage Project.
 - c) **p.37** [6:40-7:00 p.m.] Grand Canyon State Logo Signs pertaining to commercial business signage.
- 4) **p.39** [7:00-7:20 p.m.] Consideration and discussion regarding Memory Park bathrooms and Utility Shop projects. (Frank Marbury, Public Works Director/Town Engineer)
- 5) **p.47** [7:20-7:40 p.m.] Consideration and discussion regarding the Design Concept Reports (DCRs) for West and East Road 2 North. (Frank Marbury, Public Works Director/Town Engineer)
- 6) **p.63** [7:40-8:00 p.m.] Consideration and discussion regarding a Request for Qualifications (RFQ) related to the Police facility. (Chuck Wynn, Police Chief; Joe Duffy, Finance Director)
- 7) ADJOURNMENT

Dated this 9th day of October, 2019.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

2)

Meeting Date: 10/15/2019
Contact Person: Joshua Cook, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

Information

AGENDA ITEM TITLE:

[5:00-6:00 p.m.] Consideration and discussion regarding Temporary Sign Ordinance options. (Joshua Cook, Development Services Director)

SITUATION & ANALYSIS:

See Attached Memo

Attachments

Temporary Signage memo
 1st Version Definitions
 1st Version Proposed Changes
 Pre-Legal Final Definitions
 Pre-Legal Final Proposed Changes



September 26, 2019

MEMORANDUM

Subject RE: Temporary Signage Changes

Mayor, Councilmembers,

Staff met with the Council at the May 2019 Study Session to discuss a major issue with the sign ordinance and the need to enforce an adopted ordinance as written. After that meeting staff began enforcing the code as written. Tom Payne, co-owner of Tom's Print and Sign requested a Zoning Interpretation of the Temporary Sign code and the Fee Schedule. Staff provided that interpretation. After receiving the interpretation, he then appealed it to the Board of Adjustment which is set to meet on October 10, 2019. During this time staff has met with the UDO Subcommittee four times and created draft language under direction of Town Council members.

Staff is aware that businesses need some form of renewable temporary signage to allow for special sales during the year. However, a temporary sign should be just that, temporary, with a time period between sign displays.

Permanent signage is part of the sign ordinance to allow for ongoing consistent business identification.

Staff has included with this memo two options for modifying the temporary sign section. The first includes the first proposed draft presented to the UDO Subcommittee. The second is the final proposal created by direct instruction from the subcommittee members.

A third option would be to change the language to allow for a continual revolving permit that could be renewed every six months.

A fourth option would be to make the feathered flags an exempt type sign not requiring a permit.

The first two options would allow for permit renewal but would create true temporary signage requirements. Options three and four would virtually eliminate temporary signage making them in all but name permanent; a permanent temporary sign.

Staff would advise going with option one or two as this would allow for renewal of the temporary signage and would minimize the number of temporary signs that would be displayed within Town at any given time. This would satisfy one of the primary purpose statements found within the UDO Section 4.21.1(C), specifically, "Protect and enhance the Town's aesthetic interests by



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Chino Valley, AZ 86323

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preventing over-proliferation of signs and maintaining a high quality of signs throughout the Town.”

It is important to note that the longer a business is allowed to keep up temporary signage the higher probability that more businesses will have temporary signage up concurrently. If temporary signage is allowed to be displayed on a rotating permanent basis, then all businesses in town could conceivably have flags and banners flying at the same time. Given the current allowance of 48 square feet aggregate (approximately two feathered flags – defined in the code as banners), this could potentially be a large number of signs displayed all along 89.

However, staff will draft the language as directed by the Mayor and Council.

Sincerely

Joshua Cook, AICP
Development Services Director

1st Draft sent to UDO Subcommittee in June 2019**2 DEFINITIONS**** 2.1 MEANINGS OF WORDS AND TERMS**

A-FRAME SIGN A TEMPORARY SIGN NOT AFFIXED TO A STRUCTURE OR GROUND MOUNTED, BUT SELF-SUPPORTED BY ITS OWN FRAME IN THE SHAPE OF AN, “A” WHEN IN USE, OR AN UPSIDE DOWN “T”; ALSO REFERRED TO AS A, “SANDWICH” OR, “TENT” SIGN.

BANNER ANY SIGN OF LIGHTWEIGHT FABRIC, CLOTH, PAPER OR SIMILAR MATERIAL THAT IS TEMPORARILY IN USE AND IS MOUNTED TO A POLE, FRAME OR BUILDING. “BANNER” DOES NOT INCLUDE NATIONAL FLAGS, STATE OR MUNICIPAL FLAGS, OR THE OFFICIAL FLAG OF ANY INSTITUTION OR BUSINESS.

PENNANT/STREAMERS ANY PIECE OF LIGHTWEIGHT PLASTIC, FABRIC OR OTHER MATERIAL SUSPENDED FROM A POLE, ROPE, WIRE, OR STRING, DISPLAYED IN SERIES AND CAPABLE OF MOVEMENT IN THE WIND. INTENDED TO BE DISPLAYED FOR A LIMITED PERIOD OF TIME.

TEMPORARY SIGN ANY SIGN, BANNER, PENNANT, VALANCE, OR ADVERTISING DISPLAY CONSTRUCTED OF LIGHT FABRIC, CLOTH, CANVAS, CARDBOARD, WALL BOARD, OR OTHER LIGHT MATERIALS, WITH OR WITHOUT FRAMES, INTENDED TO BE DISPLAYED FOR A LIMITED PERIOD OF TIME.

SPECIAL EVENT SIGN SIGNS FOR TEMPORARY USE FOR GRAND OPENINGS AND SPECIAL PROMOTIONS AND EVENTS. SUCH EVENTS WILL REQUIRE A TEMPORARY USE PERMIT WITH APPROVED SIGN PLAN SHOWING THE PROPOSED LOCATION, PLACEMENT AND SIZE OF ALL SIGNS.

1st Draft sent to UDO Subcommittee in June 2019

4.21 SIGN REGULATIONS

4.21.1 PURPOSE

The purposes of this **Sign** Code are to establish reasonable regulations that:

- A. Promote the **public** welfare and safety through the safe placement and installation of **signs**; and
- B. Promote economic vitality for local businesses and services; and
- C. Protect and enhance the **Town's** aesthetic interests by preventing over-proliferation of **signs** and maintaining a high quality of **signs** throughout the **Town**.
(Ord. 17-819, passed 3-14-2017)

4.21.2 PERMITS REQUIRED

- A. **Permit** Required. Except as provided herein, it shall be unlawful for any person to construct, install, attach, place, paint, alter, relocate, or otherwise maintain any non-exempt **sign** in the **Town** without first obtaining a **sign permit** in conformance with this **Sign** Code.
- B. Conflicts with other requirements. If provisions of this **Sign** Code are conflict with any other **Town** Code or **Ordinance**, the more restrictive requirement(s) shall apply. **Signs** maintained contrary to the provisions of this **Sign** Code are declared to be **nuisances** and may be abated as provided by law.
- C. Fees. **Sign permit** fees shall be as adopted by the **Council** by resolution.
- D. **Sign Permit** Application. No **sign permit** application shall be accepted if not submitted with full payment of all fees required. Application for a **sign permit** shall be made to the **Development Services Department** on forms provided by the **Town** and shall include at a minimum the following information:
 - 1. Yavapai **County** Assessor's parcel number identifying the property where the **sign** will be located;
 - 2. **Street** address, if any, legal description of the property, and dimensions thereof. If the parcel is not within a recorded **subdivision**, a metes and bounds legal description shall be submitted with the application;
 - 3. Name, address and telephone number of the property owner and agent, if any;
 - 4. Signature of applicant or agent;
 - 5. Inventory of all existing **signs** on the property showing the type, dimensions, and location of each **sign**;
 - 6. Fully dimensioned plans and elevations showing the dimensions, placement of copy, and location of each proposed **sign** in relation to the **property line(s)** and **public right(s)-of-way**;
 - 7. Plans indicating the scope and structural detail of the work to be done, including all connections, supports, footings, and materials to be used;
 - 8. Type, placement, and strength of **illumination**, if any and required information for an electrical **permit** for signage **illumination**;
 - 9. Such other information as the **Zoning Administrator** may require for the purpose of determining whether the application complies with the **Sign** Code requirements;
- E. **Sign Permit** Review; Timeframes.

1. Within ten business days of submission of an application for a **sign permit**, staff shall review the application for completeness. If the application is not complete, the applicant will be notified of the deficiency via email, telephone, or first class mail.

2. Within thirty business days of receipt of a complete application, **Town** staff shall review the application for compliance with the regulations set forth in this Code and in the **Town** Code, as applicable, and shall issue the **permit** or notify the applicant of deficiencies and the need for corrections.

F. Temporary **Sign Permits**. **Signs** with a limited duration of **use**, such as those provided in Section 4.21.6 shall obtain a temporary **sign permit**. The requirements and criteria for such **signs** are as follows:

1. Temporary **sign permits** shall be **REQUIRED. WHEN A TEMPORARY SIGN IS ISSUED, THE TOWN SHALL ISSUE ONE STICKER PER TEMPORARY/ SPECIAL EVENT SIGN TO BE AFFIXED TO THE BOTTOM RIGHT CORNER OF EACH SIGN. THE AFFIXED STICKER SHALL BE COLOR CODED FOR EXPIRATION DATE IDENTIFICATION.**

~~issued for no more than six months.~~

2. **BUSINESS OWNERS MAY BE ABLE TO APPLY FOR TEMPORARY SIGN PERMITS ON AN ANNUAL BASIS MEASURED FROM THE DATE OF INITIAL SIGN APPLICATION.**

3. **EACH TEMPORARY SIGN SHALL BE CHARGED A FEE BASED ON THE ADOPTED FEE SCHEDULE.**

42. Temporary **signs** shall conform to all other requirements of this Code **AS FOUND IN SECTION 4.21.6 AND 4.21.7.**

G. Exempt **Signs**. The following types of **signs** are exempt from the permitting requirements but shall comply with all other requirements and standards set forth in this **Sign** Code. No business shall have more than two (2) exempt **signs** and no more than two (2) exempt **signs** may be located on any residential **lot**, except as provided in the following table:

Description	Type	Number Permitted	Maximum Area and Height/ STANDARDS
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard	No limit	No limit
Posters			No limit
A-Frame Signs		2 1 per frontage BUSINESS	12 Square feet total. See Table 4.21.6 for regulations MAY BE MADE OF WOOD, VINYL, METAL, OR OTHER

			SIMILAR NON-PLIABLE MATERIAL. SHALL BE ON-SITE ONLY. NOT TO EXCEED 6 SQ. FT. TOTAL PER BUSINESS. SHALL BE MAINTAINED IN GOOD REPAIR. ONLY DISPLAYED DURING BUSINESS HOURS OR TIME OF ACTIVITY.
Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted		
Signs required to be relocated by the Town or other governmental agency			

(Ord. 17-819, passed 3-14-2017)

4.21.3 GENERAL SIGN REGULATIONS

- A. The regulations, requirements, and provisions set forth in this Chapter shall apply to all **signs erected**, placed, or constructed within the **Town**.
- B. All **signs** shall be structurally designed, constructed, **erected**, and maintained in conformance with all applicable Technical Codes and regulations.
- C. **Signs** shall not be constructed or located in a manner that interferes with pedestrian or vehicular travel, obstructs free and clear vision of traffic, poses a hazard to either pedestrians or vehicles, or in such a manner to confuse, distract, or interfere with traffic and/or pedestrians.
- D. **Signs** shall be located a minimum of six feet (6') from **property lines**.
- E. All **signs** and **sign structures**, conforming and **non-conforming**, shall be maintained in good order, repair, and appearance at all times so as not to constitute a danger or hazard to the **public** safety or create visual blight as determined by the **Zoning Administrator** or his/her designee.
- F. All **illuminated signs** shall comply with Section [4.24](#) Outdoor Lighting including, but not limited to, Subsection 4.24.4 General Requirements, Subsection (P).
- G. A non-commercial **sign** may be located in any location that a **commercial sign** is permitted and shall comply with the regulations set forth in this Chapter for that location.

(Ord. 17-819, passed 3-14-2017)

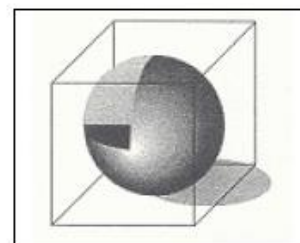
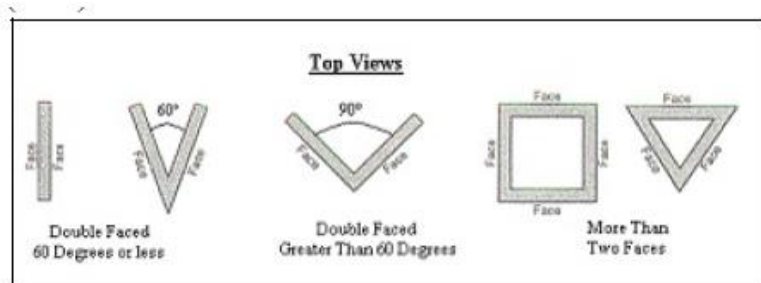
4.21.4 MEASUREMENT OF SIGNS

- A. **Sign** Area shall be measured as follows:

1. **Sign copy** mounted or painted on a background panel or area distinctively painted, textured or constructed as a background for the **sign copy** shall be measured as that area within the outside dimensions of the background panel or surface.
2. **Sign copy** mounted as individual letters and/or graphics against a wall or parapet of a **building** or other **structure** that has not been painted, textured, or otherwise altered to provide a distinctive background for the **sign copy** shall be measured as a sum of the smallest rectangles that will enclose each word and each graphic in the total **sign copy**.
3. Multi-face **signs** shall be measured as follows:
 - a. A two (2) faced **sign** shall be considered as one **sign** when determining the **sign** area, provided both faces are parallel or the interior angle between the two (2) **sign faces** is sixty degrees (60°) or less. If the interior angle is greater than sixty degrees (60°), the **sign** area shall be the sum of the area of the two (2) faces.
 - b. Where a **sign** has three (3) or more faces: the area of the **sign** shall be calculated as fifty percent (50%) of the sum of the area of all faces.

Multi-Face Signs

Non-Planar Signs



- c. Where a **sign** is a spherical, free form, sculptural, **figurative** or other non-planar **sign**, the **sign** area shall be fifty (50%) percent of the sum of the area of the sides of the smallest polyhedron that will encompass the **sign structure**.

B. Sign Height.

1. **Sign** height shall be measured as follows.
 - a. **Free standing sign** height shall be the vertical distance from the top of the highest element of the **sign** or **sign structure** to ground level. The monument base or other **structure** erected to support or ornament the **sign** shall be included as part of the **sign** height.
 - b. When a **freestanding sign** is located below the average grade of an **adjacent roadway** "ground level" shall be measured from the average grade of the **adjacent roadway**.
 - c. Wall or parapet-mounted **sign** height shall be the vertical distance to the top of the **sign** or **sign structure** from the base of the wall on which the **sign** is located.

(Ord. 17-819, passed 3-14-2017)

4.21.5 SIGN STANDARDS

A. Wall Signs.

Zoning District	Maximum Area	Maximum Height	Standards
SR-.16, SR-1, SR-1.6, SR-2.5	4 sq. feet		No back light illumination

AR-36, AR-5, AR-4*	8 sq. feet		No back light illumination
MR-1, MHP-4 Uses by Right*	3 sq. feet	6 feet above story floor level	May be illuminated .
MR-1, MHP-4 Conditional Uses *	As approved in Use Permit	As approved in Use Permit	As permitted in Use Permit
SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	16 sq. feet		Institutional facility uses allowed by right within residential zoning districts.
CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.A-1 Aggregate sq. footage = 200 sq. feet		Horizontal distance no greater than 80% of the width of the building Wall signs pertaining to any one (1) business within a complex, on a separate parcel or lot , or on a freestanding PAD shall be permitted on the exterior walls of the space occupied by the business. Where a building is situated on a corner of two roadways , the signage shall be calculated where the wall fronts each roadway . Where a wall does not face an adjacent roadway , 1 sq. ft. per linear foot of shall be permitted.

*Not applicable to institutional facility **uses** allowed by right within residential zoning districts.

Speed Limit Table A-1		
Speed Limit of Adjacent Roadway		
< 35 MPH	35 MPH	> 35 MPH
1.25 sq. ft. per linear foot	1.5 sq. ft. per linear foot	2 sq. ft. per linear foot

B. Freestanding Signs.

Use	Zoning District	Maximum Area	Maximum Height	Standards
Allowed by Right	OS, MR-1, MHP-4	32 sq. feet	6 feet	Maximum of 2 freestanding monument signs may be permitted. May be illuminated .

Subject to Conditional Use Permit	OS, MR-1, MHP-4	Per Use Permit	Per Use Permit	Per Use Permit
Institutional facility uses allowed by right in:	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	32 sq. feet	6 feet	May be illuminated .
Single Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-1		May be illuminated .
Multiple Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		May be illuminated .
ShoppingCenters or Commercial Centers	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		One sign may be permitted for every 500 ft. of street frontage; Maximum of 2 signs per street frontage. Individual buildings within the development and/or the PAD sites within the commercial center shall not be considered as separate developments for signage purposes. May be illuminated .
Drive Through Services	CL, CH, I, PL, and OS	96 sq. feet	8 feet	Sign area to be distributed between up to 3 signs , the faces of which shall not be visible from the publicright-of-way .

Speed Limit Table 4.21.5.B-1			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH

Maximum Area	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 32 sq. ft.	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 48 sq. ft.	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 48 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

Speed Limit Table 4.21.5.B-2			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	64 sq. ft.	72 sq. ft.	96 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

C. Electronic Signs.

Uses	Zoning District	Maximum Area	Maximum Height	Standards
Institutional facility uses allowed by right	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, OS, MR-1, MHP-4	32 sq. ft.	14 feet	8 foot minimum height to bottom of sign panel. No flashing messages permitted. Minimum message display time: 6 seconds
	CL, CH, I, PL, and OS	Electronic Signs: Per Use Permit	Electronic Signs: Per Use Permit	Electronic Signs: As conditioned in Use Permit.
	CL, CH, I, PL, and OS	Reader Panel Signs: 32 sq. ft.	Reader Panel Signs: 14 feet	8 foot minimum height to bottom of sign panel.

D. Awning Signs.



Zoning District	Maximum Area	Standards
CL, CH, I, PL and OS	1 sq. ft. per lineal foot of building frontage	Copy shall be placed on the valance of the awning .

E. Shingle Signs and Projecting Signs.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Shingle Sign	CL, CH, I, PL, and OS	6 sq. ft.		8 ft. minimum clearance between bottom of sign and sidewalk . One sign permitted per business. Sign shall not encroach into public right-of-way , including sidewalk .
Projecting Sign	CL, CH, I, PL, and OS	9 sq. ft.		8 ft minimum clearance between bottom of sign and sidewalk . One sign permitted per business. Sign shall not encroach into publicright-of-way , including sidewalk .

F. Parapet or Mansard Signs.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Parapet or Mansard	CL, CH, I	50% of the front face area of the parapet or mansard		Shall not project above the top of the parapet or mansard.

G. Aggregate Signage Limits.

1. The total maximum aggregate signage shall not exceed two-hundred ninety-six square feet (296 sq. feet) for a single-tenant development.
2. The total maximum aggregate signage shall not exceed three-hundred sixty square feet (360 sq. feet) for a multi-tenant development.

3. Comprehensive **Sign** Packages may be approved by **Planning and Zoning Commission** and **Town Council** for multi-tenant developments with up to a 50% increase in total aggregate area.
 4. The provisions above shall apply unless such guidelines are addressed in an approved comprehensive **sign** package.
 5. Signage whose manner and placement has not been listed herein may be approved at the discretion of the **Zoning Administrator** or his/her designee.
- (Ord. 17-819, passed 3-14-2017)

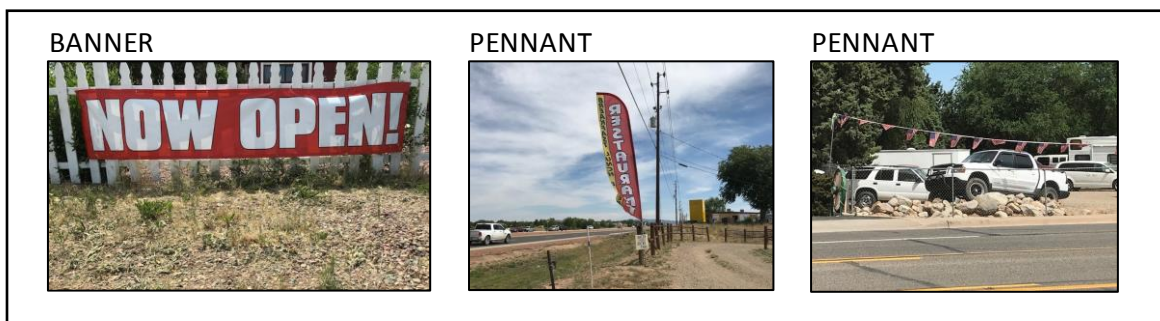
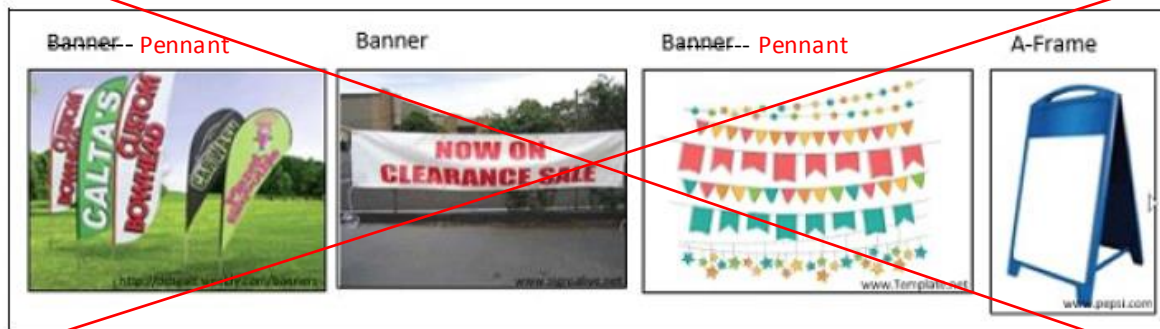
4.21.6 TEMPORARY SIGNS

A. TEMPORARY SIGNS SHALL BE PERMITTED FOR TWO (2) MONTHS PER CALENDAR YEAR, PER BUSINESS.

B. TEMPORARY SIGNS SHALL BE LIMITED TO TWO (2) PER BUSINESS AT ANY GIVEN TIME.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Banner, Pennant	CL, CH, I, Public, MR-1, MHP-4, Institutional Facility	48 36 sq. ft. aggregate PER BUSINESS		On-site only. Shall not be located above the roof of any building . Shall be maintained in good repair.
Banner, Pennant	MR-1, MHP-4	24 sq. ft.		On-site only. Shall not be located above the roof of any building. Shall be maintained in good repair.
A-Frame	CL, CH, I, Public or Institutional Facility	Sizes limited to: 24" x 36" or 6 sq. ft. maximum.		May be made of wood, vinyl, metal, or other similar non-pliable material. Shall be on site only. Up to two per frontage, not to exceed 12 sq. ft. total per parcel. Shall be maintained in good repair.

(Ord. 17- 819, passed 3- 14- 2017)



4.21.7 SPECIAL EVENT SIGNS

A. SPECIAL EVENT SIGNAGE SHALL BE DISPLAYED FOR A MAXIMUM OF 15 CONSECUTIVE DAYS, NO MORE THAN FOUR (4) TIMES IN ANY GIVEN CALENDAR YEAR. THIS TYPE OF TEMPORARY SIGN SHALL BE PLACED ON PROPERTIES FOR SPECIAL EVENTS WITH APPROVAL OF A SPECIAL EVENT SIGN PERMIT.

B. EACH BUSINESS IS ALLOWED TWO (2) SPECIAL EVENT SIGNS THAT SHALL BE IN ADDITION TO AND SEPARATE FROM OTHER ALLOWED TEMPORARY SIGNS.

C. SPECIAL EVENT SIGNS MAY BE DISPLAYED ON THE BUILDING, WITHIN THE PARKING AREA, PERIMETER LANDSCAPING, OR SOME OTHER AREA OF THE PROPERTY, THOUGH THE SIGNS MUST COMPLY WITH ALL OTHER REGULATIONS SET FORTH IN THIS SECTION.

D. ALL FORMS OF CONCURRENT TEMPORARY AND SPECIAL EVENT SIGNAGE DISPLAYS (BANNERS, PENNANTS, ETC. OF BOTH TEMPORARY AND SPECIAL EVENT) SHALL SHARE THE BUSINESS' MAXIMUM SQUARE FOOTAGE ALLOCATION.

4.21.7 **8 PROHIBITED SIGNS**

A. Any **sign** not specifically listed as permitted by this Chapter is prohibited, including, but not limited to the following:

1. **Off-site commercial signs.**
2. **Vehicle signs** or **signs** mounted, attached, or painted on trailers, boats, or motor vehicles primarily or consistently parked, stored, or displayed in a manner intended to attract the attention of the **public**.
3. **Signs** attached to any utility pole, or **structure**, streetlight, traffic signal, tree, fire hydrant, bridge, **park** bench or other location on **public** property.
4. **Signs** that are animated, inflatable, or audible, or rotate or have intermittent or flashing **illumination** or emit audible sound or visible matter; except time and/or temperature units.
5. **Signs** displayed in a manner or location that prevents free **ingress** and **egress** from a door, window or other exit.

(Ord. 17-819, passed 3-14-2017)

4.21.8 **9 NON-CONFORMING SIGNS**

A. A **non-conforming sign** may continue to be utilized in perpetuity only in the manner and to the extent that it existed prior to the effective date of this Chapter or any **amendments** thereto.

B. A **non-conforming sign** may not be altered in any manner not in conformance with the **sign** regulations in the zoning district in which it is located that are in effect at the time of the alteration, except for reasonable repair and maintenance of the **sign** or to change the copy provided that does not require structural alterations.

(Ord. 17-819, passed 3-14-2017)

4.21.9 **10 VIOLATIONS; REMOVAL**

A. Notice of Violation: Notice of violation of this Chapter shall be provided by a Code Compliance Officer to the property owner, person in control, or authorized agent of the property. The time periods provided for correction of the violation shall be:

1. **Permanent Signs.** A ten calendar day written notice shall be provided.
2. **Temporary Signs.** A two calendar day written notice shall be provided.
3. **Portable Signs.**
 - a. A two calendar day written notice shall be provided for **Portable Signs** other than those placed within the **right-of-way**.
 - b. A written notice is not required for **Portable Signs** placed within the **right-of-way**.

B. Authority to Remove.

1. The Code Compliance Officer is authorized to require removal of any **sign** installed in violation of this Chapter. The Code Compliance Officer may remove or cause to be removed any **Temporary Sign** which is not removed by the owner.
2. The Building Official is authorized to remove or require the immediate removal or repair without written notice of any unsafe **sign** that creates an immediate hazard to persons or property.

C. Removal by **Town**. In the case of a **sign** code violation where the offending **sign** has been removed by the Code Compliance Officer, the notice provided pursuant to Section [4.21.9\(A\)](#) shall state the reason for its removal.

D. Recovery of Costs. The costs of removal or repair of a **sign** by the **Town** shall be borne by the person who installed the **sign**, and, if unknown, the owner or lessee of the **sign** and of the

property on which the **sign** is located. If the **Town** incurs costs in the removal of repair of a **sign**, the **Town** may bring an action in Municipal Court or Superior Court to recover its costs. (Ord. 06-678, passed 11-9-2006; Ord. 13-778, passed 11-12-2013; Ord. 14-784, passed 6-10-2014; Ord. 15-798, passed 6-23-2015; Ord. 17-819, passed 3-14-2017)

Editor's Note:

The provisions of amending Ordinance 14-784 are set to expire on January 1, 2016

Last Draft sent to UDO Subcommittee in July 2019 (prior to Legal Counsel Final Review)

2 DEFINITIONS

2.1 MEANINGS OF WORDS AND TERMS

A-FRAME SIGN A TEMPORARY SIGN NOT AFFIXED TO A STRUCTURE OR GROUND MOUNTED, BUT SELF-SUPPORTED BY ITS OWN FRAME IN THE SHAPE OF AN, “A” WHEN IN USE, OR AN UPSIDE DOWN “T”; ALSO REFERRED TO AS A, “SANDWICH” OR, “TENT” SIGN. MAY NOT ABSTRACT PEDESTRIAN TRAFFIC.

BANNER A TEMPORARY SIGN OF LIGHTWEIGHT FABRIC, CLOTH, PAPER OR SIMILAR MATERIAL THAT IS TEMPORARILY IN USE AND IS MOUNTED TO A POLE, FRAME OR BUILDING. “BANNER” DOES NOT INCLUDE NATIONAL FLAGS, STATE OR MUNICIPAL FLAGS, OR THE OFFICIAL FLAG OF ANY INSTITUTION OR BUSINESS.

PENNANT/STREAMERS ANY PIECE OF LIGHTWEIGHT PLASTIC, FABRIC OR OTHER MATERIAL SUSPENDED FROM A POLE, ROPE, WIRE, OR STRING, DISPLAYED IN SERIES AND CAPABLE OF MOVEMENT IN THE WIND. INTENDED TO BE DISPLAYED FOR A LIMITED PERIOD OF TIME.

TEMPORARY SIGN ANY SIGN, BANNER, PENNANT/STREAMER, VALANCE, OR ADVERTISING DISPLAY CONSTRUCTED OF LIGHT FABRIC, CLOTH, CANVAS, CARDBOARD, WALL BOARD, OR OTHER LIGHT MATERIALS, WITH OR WITHOUT FRAMES, INTENDED TO BE DISPLAYED FOR A LIMITED PERIOD OF TIME.

PROMOTIONAL SIGN SIGNS FOR TEMPORARY USE FOR GRAND OPENINGS AND SPECIAL PROMOTIONS AND EVENTS. SUCH EVENTS WILL REQUIRE A TEMPORARY USE PERMIT WITH APPROVED SIGN PLAN SHOWING THE PROPOSED LOCATION, PLACEMENT AND SIZE OF ALL SIGNS.

SPECIAL EVENT SIGN SIGNS FOR TEMPORARY USE FOR CARNIVALS, CIRCUSES, REVIVALS, RODEO, SWAP MEETS AND SIMILAR ACTIVITIES. SUCH EVENTS WILL REQUIRE A TEMPORARY USE PERMIT WITH APPROVED SIGN PLAN SHOWING THE PROPOSED LOCATION, PLACEMENT AND SIZE OF ALL SIGNS.

CONSTRUCTION SIGN: A TEMPORARY SIGN LIMITED TO THE PERIOD OF CONSTRUCTION. CONSTRUCTION SIGNS MAY ONLY BE LOCATED ON THE SITES OF EXISTING CONSTRUCTION PROJECTS.

Last Draft sent to UDO Subcommittee in July 2019
(Prior to language modifications made by Legal Counsel)

4.21 SIGN REGULATIONS

4.21.1 PURPOSE

The purposes of this **Sign** Code are to establish reasonable regulations that:

- A. Promote the **public** welfare and safety through the safe placement and installation of **signs**; and
 - B. Promote economic vitality for local businesses and services; and
 - C. Protect and enhance the **Town's** aesthetic interests by preventing over-proliferation of **signs** and maintaining a high quality of **signs** throughout the **Town**.
- (Ord. 17-819, passed 3-14-2017)

4.21.2 PERMITS REQUIRED

- A. **Permit** Required. Except as provided herein, it shall be unlawful for any person to construct, install, attach, place, paint, alter, relocate, or otherwise maintain any non-exempt **sign** in the **Town** without first obtaining a **sign permit** in conformance with this **Sign** Code.
- B. Conflicts with other requirements. If provisions of this **Sign** Code are conflict with any other **Town** Code or **Ordinance**, the more restrictive requirement(s) shall apply. **Signs** maintained contrary to the provisions of this **Sign** Code are declared to be **nuisances** and may be abated as provided by law.
- C. Fees. **Sign permit** fees shall be as adopted by the **Council** by resolution.
- D. **Sign Permit** Application. No **sign permit** application shall be accepted if not submitted with full payment of all fees required. Application for a **sign permit** shall be made to the **Development Services Department** on forms provided by the **Town** and shall include at a minimum the following information:
 1. Yavapai **County** Assessor's parcel number identifying the property where the **sign** will be located;
 2. **Street** address, if any, legal description of the property, and dimensions thereof. If the parcel is not within a recorded **subdivision**, a metes and bounds legal description shall be submitted with the application;
 3. Name, address and telephone number of the property owner and agent, if any;
 4. Signature of applicant or agent;
 5. Inventory of all existing **signs** on the property showing the type, dimensions, and location of each **sign**;
 6. Fully dimensioned plans and elevations showing the dimensions, placement of copy, and location of each proposed **sign** in relation to the **property line(s)** and **public right(s)-of-way**;
 7. Plans indicating the scope and structural detail of the work to be done, including all connections, supports, footings, and materials to be used;
 8. Type, placement, and strength of **illumination**, if any and required information for an electrical **permit** for signage **illumination**;
 9. Such other information as the **Zoning Administrator** may require for the purpose of determining whether the application complies with the **Sign** Code requirements;

E. **Sign Permit** Review; Timeframes.

1. Within ten business days of submission of an application for a **sign permit**, staff shall review the application for completeness. If the application is not complete, the applicant will be notified of the deficiency via email, telephone, or first class mail.
2. Within thirty business days of receipt of a complete application, **Town** staff shall review the application for compliance with the regulations set forth in this Code and in the **Town** Code, as applicable, and shall issue the **permit** or notify the applicant of deficiencies and the need for corrections.

F. **Temporary Sign Permits.** **Signs** with a limited duration of **use**, such as those provided in Section 4.21.6 shall obtain a temporary **sign permit**. The requirements and criteria for such **signs** are as follows:

1. ~~Temporary sign permits, SHALL BE REQUIRED FOR TEMPORARY SIGNS, PROMOTIONAL SIGNS, SPECIAL EVENT SIGNS AND CONSTRUCTION SIGNS shall be. WHEN SIGN PERMITS ARE ISSUED, THE TOWN SHALL ISSUE ONE STICKER PER SIGN TO BE AFFIXED TO THE BOTTOM RIGHT CORNER OF EACH SIGN. THE AFFIXED STICKER SHALL BE COLOR CODED FOR EXPIRATION DATE IDENTIFICATION. issued for no more than six months.~~
2. ~~BUSINESS OWNERS MAY APPLY FOR A TEMPORARY SIGN PERMIT. THIS PERMIT MAY BE RENEWED ONE TIME FOR AN ADDITIONAL PERIOD OF TWO (2) MONTHS.~~
3. ~~EACH TEMPORARY SIGN, SPECIAL EVENT SIGN AND CONSTRUCTION SIGN SHALL BE CHARGED A FEE BASED ON THE ADOPTED FEE SCHEDULE.~~
42. ~~Temporary signs, SPECIAL EVENT SIGNS AND CONSTRUCTION SIGNS shall conform to all other requirements of this Code AS FOUND IN SECTION 4.21.6 AND 4.21.7.~~

G. **Exempt Signs.** The following types of **signs** are exempt from the permitting requirements but shall comply with all other requirements and standards set forth in this **Sign** Code. No business shall have more than two (2) exempt **signs** and no more than two (2) exempt **signs** may be located on any residential **lot**, except as provided in the following table:

Description	Type	Number Permitted	Maximum Area and Height/
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard	No limit	No limit
Posters			No limit
A-Frame Signs		2 per frontage	12 Square feet total: See Table 4.21.6 for regulations

Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted		
Signs required to be relocated by the Town or other governmental agency			

(Ord. 17-819, passed 3-14-2017)

4.21.3 GENERAL SIGN REGULATIONS

- A. The regulations, requirements, and provisions set forth in this Chapter shall apply to all **signs erected**, placed, or constructed within the **Town**.
- B. All **signs** shall be structurally designed, constructed, **erected**, and maintained in conformance with all applicable Technical Codes and regulations.
- C. **Signs** shall not be constructed or located in a manner that interferes with pedestrian or vehicular travel, obstructs free and clear vision of traffic, poses a hazard to either pedestrians or vehicles, or in such a manner to confuse, distract, or interfere with traffic and/or pedestrians.
- D. **Signs** shall be located a minimum of six feet (6') from **property lines**.
- E. All **signs** and **sign structures**, conforming and **non-conforming**, shall be maintained in good order, repair, and appearance at all times so as not to constitute a danger or hazard to the **public** safety or create visual blight as determined by the **Zoning Administrator** or his/her designee.
- F. All **illuminated signs** shall comply with Section [4.24](#) Outdoor Lighting including, but not limited to, Subsection 4.24.4 General Requirements, Subsection (P).
- G. A non-commercial **sign** may be located in any location that a **commercial sign** is permitted and shall comply with the regulations set forth in this Chapter for that location.

(Ord. 17-819, passed 3-14-2017)

4.21.4 MEASUREMENT OF SIGNS

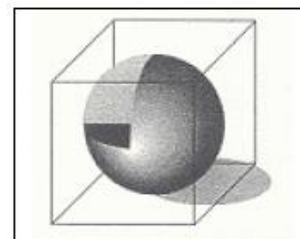
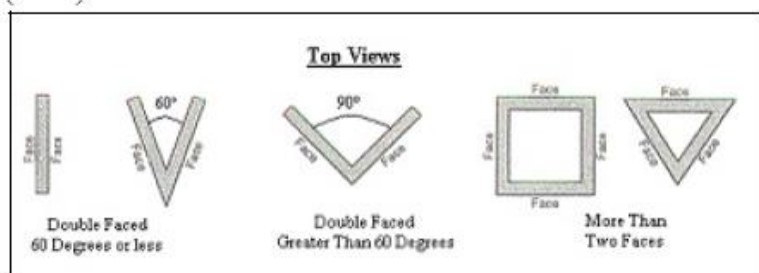
- A. **Sign Area** shall be measured as follows:
 1. **Sign copy** mounted or painted on a background panel or area distinctively painted, textured or constructed as a background for the **sign copy** shall be measured as that area within the outside dimensions of the background panel or surface.
 2. **Sign copy** mounted as individual letters and/or graphics against a wall or parapet of a **building** or other **structure** that has not been painted, textured, or otherwise altered to provide a distinctive background for the **sign copy** shall be measured as a sum of the smallest rectangles that will enclose each word and each graphic in the total **sign copy**.
 3. Multi-face **signs** shall be measured as follows:
 - a. A two (2) faced **sign** shall be considered as one **sign** when determining the **sign area**, provided both faces are parallel or the interior angle between the two (2) **sign faces** is sixty

degrees (60°) or less. If the interior angle is greater than sixty degrees (60°), the **sign** area shall be the sum of the area of the two (2) faces.

b. Where a **sign** has three (3) or more faces: the area of the **sign** shall be calculated as fifty percent (50%) of the sum of the area of all faces.

Multi-Face Signs

Non-Planar Signs



c. Where a **sign** is a spherical, free form, sculptural, **figurative** or other non-planar **sign**, the **sign** area shall be fifty (50%) percent of the sum of the area of the sides of the smallest polyhedron that will encompass the **sign structure**.

B. Sign Height.

1. **Sign** height shall be measured as follows.

a. **Free standing sign** height shall be the vertical distance from the top of the highest element of the **sign** or **sign structure** to ground level. The monument base or other **structure erected** to support or ornament the **sign** shall be included as part of the **sign** height.

b. When a **freestanding sign** is located below the average grade of an **adjacent roadway** "ground level" shall be measured from the average grade of the **adjacent roadway**.

c. Wall or parapet-mounted **sign** height shall be the vertical distance to the top of the **sign** or **sign structure** from the base of the wall on which the **sign** is located.

(Ord. 17-819, passed 3-14-2017)

4.21.5 SIGN STANDARDS

A. Wall Signs.

Zoning District	Maximum Area	Maximum Height	Standards
SR-.16, SR-1, SR-1.6, SR-2.5	4 sq. feet		No back light illumination
AR-36, AR-5, AR-4*	8 sq. feet		No back light illumination
MR-1, MHP-4 Uses by Right*	3 sq. feet	6 feet above story floor level	May be illuminated .
MR-1, MHP-4 Conditional Uses *	As approved in Use Permit	As approved in Use Permit	As permitted in Use Permit

SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	16 sq. feet		Institutional facility uses allowed by right within residential zoning districts.
CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.A-1 Aggregate sq. footage = 200 sq. feet		Horizontal distance no greater than 80% of the width of the building Wall signs pertaining to any one (1) business within a complex, on a separate parcel or lot , or on a freestanding PAD shall be permitted on the exterior walls of the space occupied by the business. Where a building is situated on a corner of two roadways , the signage shall be calculated where the wall fronts each roadway . Where a wall does not face an adjacent roadway , 1 sq. ft. per linear foot of shall be permitted.

*Not applicable to institutional facility **uses** allowed by right within residential zoning districts.

Speed Limit Table A-1		
Speed Limit of Adjacent Roadway		
< 35 MPH	35 MPH	> 35 MPH
1.25 sq. ft. per linear foot	1.5 sq. ft. per linear foot	2 sq. ft. per linear foot

B. Freestanding Signs.

Use	Zoning District	Maximum Area	Maximum Height	Standards
Allowed by Right	OS, MR-1, MHP-4	32 sq. feet	6 feet	Maximum of 2 freestanding monument signs may be permitted. May be illuminated .
Subject to Conditional Use Permit	OS, MR-1, MHP-4	Per Use Permit	Per Use Permit	Per Use Permit
Institutional facility uses allowed by right in:	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	32 sq. feet	6 feet	May be illuminated .

Single Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-1		May be illuminated .
Multiple Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		May be illuminated .
Shopping Centers or Commercial Centers	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		One sign may be permitted for every 500 ft. of street frontage; Maximum of 2 signs per street frontage. Individual buildings within the development and/or the PAD sites within the commercial center shall not be considered as separate developments for signage purposes. May be illuminated .
Drive Through Services	CL, CH, I, PL, and OS	96 sq. feet	8 feet	Sign area to be distributed between up to 3 signs , the faces of which shall not be visible from the public right-of-way .

Speed Limit Table 4.21.5.B-1			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 32 sq. ft.	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 48 sq. ft.	.5 sq. ft. per linear ft. of lot frontage ; not to exceed 48 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

Speed Limit Table 4.21.5.B-2			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	64 sq. ft.	72 sq. ft.	96 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

C. Electronic Signs.

Uses	Zoning District	Maximum Area	Maximum Height	Standards
Institutional facility uses allowed by right	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, OS, MR-1, MHP-4	32 sq. ft.	14 feet	8 foot minimum height to bottom of sign panel. No flashing messages permitted. Minimum message display time: 6 seconds
	CL, CH, I, PL, and OS	Electronic Signs: Per Use Permit	Electronic Signs: Per Use Permit	Electronic Signs: As conditioned in Use Permit.
	CL, CH, I, PL, and OS	Reader Panel Signs: 32 sq. ft.	Reader Panel Signs: 14 feet	8 foot minimum height to bottom of sign panel.

D. Awning Signs.



Zoning District	Maximum Area	Standards
CL, CH, I, PL and OS	1 sq. ft. per lineal foot of building frontage	Copy shall be placed on the valance of the awning .

E. Shingle Signs and Projecting Signs.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
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Shingle Sign	CL, CH, I, PL, and OS	6 sq. ft.		8 ft. minimum clearance between bottom of sign and sidewalk . One sign permitted per business. Sign shall not encroach into public right-of-way , including sidewalk .
Projecting Sign	CL, CH, I, PL, and OS	9 sq. ft.		8 ft minimum clearance between bottom of sign and sidewalk . One sign permitted per business. Sign shall not encroach into public right-of-way , including sidewalk .

F. Parapet or Mansard Signs.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Parapet or Mansard	CL, CH, I	50% of the front face area of the parapet or mansard		Shall not project above the top of the parapet or mansard.

G. A-FRAME SIGNS.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
A-Frame Signs	CL, CH, I	NOT TO EXCEED 6 SQ. FT. TOTAL PER BUSINESS.	3 FEET	MAY BE MADE OF WOOD, VINYL, METAL, OR OTHER SIMILAR NON-PLIABLE MATERIAL. 1 PER BUSINESS. SHALL BE ON-SITE ONLY. SHALL BE MAINTAINED IN GOOD REPAIR. ONLY DISPLAYED DURING BUSINESS HOURS OR TIME OF ACTIVITY.

G H. Aggregate Signage Limits.

1. The total maximum aggregate signage shall not exceed two-hundred ninety-six square feet (296 sq. feet) for a single-tenant development.
2. The total maximum aggregate signage shall not exceed three-hundred sixty square feet (360 sq. feet) for a multi-tenant development.
3. Comprehensive **Sign** Packages may be approved by **Planning and Zoning Commission** and **Town Council** for multi-tenant developments with up to a 50% increase in total aggregate area.

4. The provisions above shall apply unless such guidelines are addressed in an approved comprehensive **sign** package.
5. Signage whose manner and placement has not been listed herein may be approved at the discretion of the **Zoning Administrator** or his/her designee.
(Ord. 17-819, passed 3-14-2017)

4.21.6 TEMPORARY SIGNS

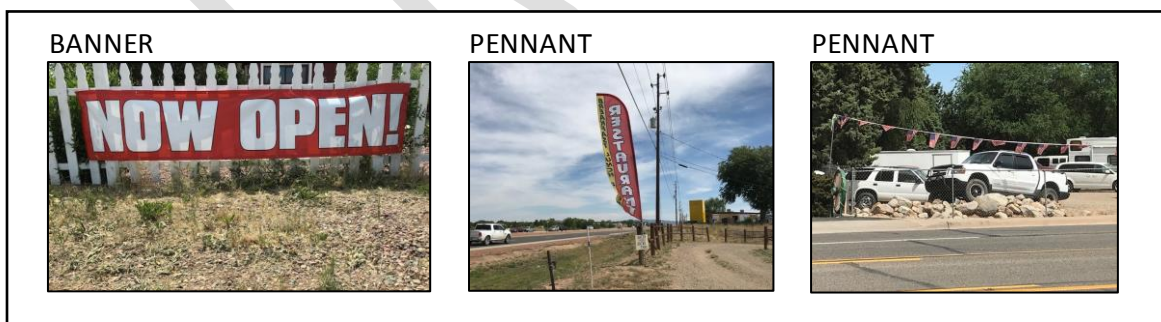
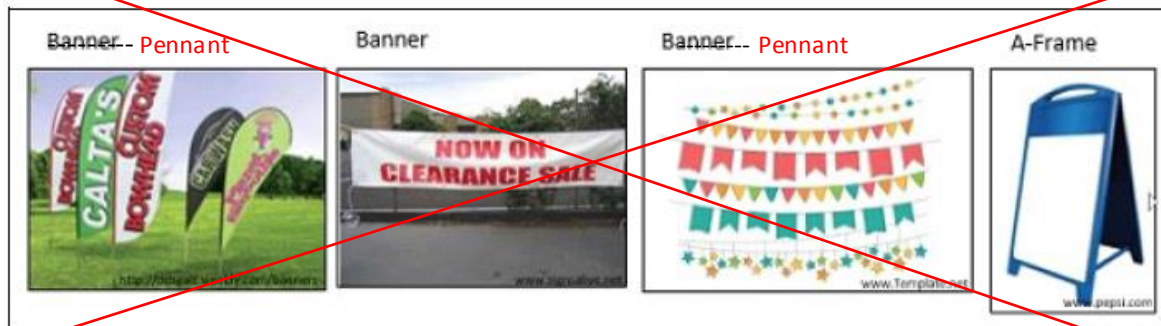
A. TEMPORARY SIGNS SHALL BE PERMITTED FOR TWO (2) MONTHS, ISSUED AT THE TIME OF A CERTIFICATE OF OCCUPANCEY TO BE DISPLAYED UNTIL INSTALLATION OF PERMANENT SIGNAGE.

B. TEMPORARY SIGNS SHALL BE LIMITED TO TWO (2) PER BUSINESS AT ANY GIVEN TIME.

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Banner, Pennant	CL, CH, I, Public, MR-1, MHP-4, Institutional Facility	48 sq. ft. aggregate PER BUSINESS		On-site only. Shall not be located above the roof of any building . Shall be maintained in good repair.
Banner, Pennant	MR-1, MHP-4	24 sq. ft.		On-site only. Shall not be located above the roof of any building. Shall be maintained in good repair.

A-Frame	CL, CH, I, Public or Institutional Facility	Sizes limited to: 24" x 36" or 6 sq. ft. maximum.		May be made of wood, vinyl, metal, or other similar non-pliable material. Shall be on-site only. Up to two per frontage, not to exceed 12 sq. ft. total per parcel. Shall be maintained in good repair.
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(Ord. 17- 819, passed 3- 14- 2017)



4.21.7 PROMOTIONAL SIGNS

A. PROMOTIONAL SIGNS SHALL ONLY BE ISSUED ONCE PER QUARTER (THREE MONTH PERIOD) AND DISPLAYED FOR A MAXIMUM OF 15 CONSECUTIVE DAYS. THIS TYPE OF SIGN SHALL BE PLACED ON PROPERTIES FOR GRAND OPENINGS

AND SPECIAL PROMOTIONAL TYPE ACTIVITIES AND WILL ONLY BE ISSUED WITH APPROVAL OF A TEMPORARY USE PERMIT.

B. EACH BUSINESS IS ALLOWED TWO (2) PROMOTIONAL SIGNS THAT SHALL BE IN ADDITION TO AND SEPARATE FROM OTHER ALLOWED TEMPORARY SIGNS.

C. PROMOTIONAL SIGNS MAY BE DISPLAYED ON THE BUILDING, WITHIN THE PARKING AREA, PERIMETER LANDSCAPING, OR SOME OTHER AREA OF THE PROPERTY, THOUGH THE SIGNS MUST COMPLY WITH ALL OTHER REGULATIONS SET FORTH IN THIS SECTION.

SIGNE TYPE	ZONING DISTICT	MAXIMUM AREA	MAXIMUM HIEGHT	STANDARDS
BANNER, PENNANT	CL, CH, I, PUBLIC, MR-1, MHP-4, INSTITUTIONAL FACILITY	2 SQ. FT. PER LINEAR FOOT OF BUILDING/STORE FRONTAGE		HORIZONTAL DISTANCE NO GREATER THAN 80% OF THE WIDTH OF THE BUILDING (IF LOCATED ON WALL) LIMIT OF TWO PER BUSINESS

4.21.8 SPECIAL EVENT SIGNS

SIGNE TYPE	ZONING DISTICT	MAXIMUM AREA	MAXIMUM HIEGHT	STANDARDS
BANNER, PENNANT	CL, CH*	200 SQ. FT. PER STREET FRONTAGE		

* RODEOS AND OTHER AGRICULTURAL RELATED SPECIAL EVENTS MAY BE ALLOWED IN AN AGRICULTURAL ZONING DISTRICT WITH APPROVAL OF A CONDITIONAL USE PERMIT.

A. SPECIAL EVENT SIGNAGE SHALL BE DISPLAYED FOR A MAXIMUM OF 15 CONSECUTIVE DAYS. THIS TYPE OF TEMPORARY SIGN SHALL BE PLACED ON PROPERTIES FOR SPECIAL EVENTS AND WILL ONLY BE ISSUED WITH APPROVAL OF A TEMPORARY USE PERMIT.

4.21.9 CONSTRUCTION SIGNS

A. A CONSTRUCTION SIGN SHALL NOT BE ISSUED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

B. CONSTRUCTION SIGN SHALL BE REMOVED AT THE TIME OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

SIGNE TYPE	ZONING DISTRICT	MAXIMUM AREA	MAXIMUM HEIGHT	STANDARDS
WOOD FRAME	CL, CH, I, PUBLIC, MR-1, MHP-4, INSTITUTIONAL FACILITY	48 SQUARE FEET	8 FEET	1 PER STREET FRONTAGE OF CONSTRUCTION SITE.

4.21.7 10 PROHIBITED SIGNS

A. Any **sign** not specifically listed as permitted by this Chapter is prohibited, including, but not limited to the following:

1. **Off-site commercial signs.**
2. **Vehicle signs** or **signs** mounted, attached, or painted on trailers, boats, or motor vehicles primarily or consistently parked, stored, or displayed in a manner intended to attract the attention of the **public**.
3. **Signs** attached to any utility pole, or **structure**, streetlight, traffic signal, tree, fire hydrant, bridge, **park** bench or other location on **public** property.
4. **Signs** that are animated, inflatable, or audible, or rotate or have intermittent or flashing **illumination** or emit audible sound or visible matter; except time and/or temperature units.
5. **Signs** displayed in a manner or location that prevents free **ingress** and **egress** from a door, window or other exit.

(Ord. 17-819, passed 3-14-2017)

4.21.8 11 NON-CONFORMING SIGNS

A. A **non-conforming sign** may continue to be utilized in perpetuity only in the manner and to the extent that it existed prior to the effective date of this Chapter or any **amendments** thereto.

B. A **non-conforming sign** may not be altered in any manner not in conformance with the **sign** regulations in the zoning district in which it is located that are in effect at the time of the alteration, except for reasonable repair and maintenance of the **sign** or to change the copy provided that does not require structural alterations.

(Ord. 17-819, passed 3-14-2017)

4.21.9 12 VIOLATIONS; REMOVAL

A. Notice of Violation: Notice of violation of this Chapter shall be provided by a Code Compliance Officer to the property owner, person in control, or authorized agent of the property. The time periods provided for correction of the violation shall be:

1. **Permanent Signs.** A ten calendar day written notice shall be provided.
2. **Temporary Signs.** A two calendar day written notice shall be provided.
3. **Portable Signs.**

a. A two calendar day written notice shall be provided for **Portable Signs** other than those placed within the **right-of-way**.

b. A written notice is not required for **Portable Signs** placed within the **right-of-way**.

B. Authority to Remove.

1. The Code Compliance Officer is authorized to require removal of any **sign** installed in violation of this Chapter. The Code Compliance Officer may remove or cause to be removed any Temporary **Sign** which is not removed by the owner.

2. The Building Official is authorized to remove or require the immediate removal or repair without written notice of any unsafe **sign** that creates an immediate hazard to persons or property.

C. Removal by **Town**. In the case of a **sign** code violation where the offending **sign** has been removed by the Code Compliance Officer, the notice provided pursuant to Section [4.21.9\(A\)](#) shall state the reason for its removal.

D. Recovery of Costs. The costs of removal or repair of a **sign** by the **Town** shall be borne by the person who installed the **sign**, and, if unknown, the owner or lessee of the **sign** and of the property on which the **sign** is located. If the **Town** incurs costs in the removal or repair of a **sign**, the **Town** may bring an action in Municipal Court or Superior Court to recover its costs. (Ord. 06-678, passed 11-9-2006; Ord. 13-778, passed 11-12-2013; Ord. 14-784, passed 6-10-2014; Ord. 15-798, passed 6-23-2015; Ord. 17-819, passed 3-14-2017)

Editor's Note:

The provisions of amending Ordinance 14-784 are set to expire on January 1, 2016



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

3) a)

Meeting Date: 10/15/2019
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

Information

AGENDA ITEM TITLE:

[6:00-6:20 p.m.] Wayfinding Sign Plan with ADOT, including professional services agreement between the Town of Chino Valley and Civiltec Engineering for research and planning.

SITUATION & ANALYSIS:

The professional services agreement with Civiltec is the first step in achieving Wayfinding signs in Town. The second step will be in the next fiscal year, which will include the purchase and installation of the signs. Wayfinding guide signs are used to aid travelers in identifying and locating their travel destinations with guidance to major civic, cultural, visitor and recreational destinations within a specified region. By the use of such signage, a region's most prominent features, attractions and assets may be identified and signed. Wayfinding is an ADOT program and such guide signs will enhance the nature and provide character to the town as they will also have our town logo.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

3) b)

Meeting Date: 10/15/2019
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Estimated length of Staff Presentation: 10 minutes
Physical location of item: Municipal Buildings

Information

AGENDA ITEM TITLE:

[6:20-6:40 p.m.] Municipal Building Signage Project.

SITUATION & ANALYSIS:

The municipal building and Old Home Manor signage project will enhance the appearance of current signage and bring life to Old Home Manor Business Park. New signage will enhance direction to the municipal buildings, create a cohesiveness and brand the town.

The current proposal follows:

- 1 big monument sign at Old Home Manor
- 1 big monument sign at the municipal center
- 6 small monument signs at the municipal center, recreation complex, Town Hall and Old Home Manor
- 1 Tower sign at the Chino Valley Recreation Complex
- 7 individual building signs at the municipal complex

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

3) c)

Meeting Date: 10/15/2019
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Estimated length of Staff Presentation: 5 minutes
Physical location of item: State Route 89

Information

AGENDA ITEM TITLE:

[6:40-7:00 p.m.] Grand Canyon State Logo Signs pertaining to commercial business signage.

SITUATION & ANALYSIS:

The Grand Canyon State Logo Sign is an ADOT program. ADOT provides the \$15,000 large blue signs and then sells the logos to local business. There is a one time fee per logo and then a monthly fee. The business will be listed categorically and can pertain to gas, food, lodging, attractions and camping. When a business is not located along the highway, it is required that the business also have a "trail blazer" signs(s). These signs are smaller and will direct the motorist to the business. There are already predetermined locations for the large blue signs. ADOT will need a letter from either the Mayor or Town Manager stating that it is okay to have Trail Blazer signage in town, to which Josh Rice has already stated that this kind of off-site signage is permitted. There is zero financial impact to the town other than my time to gather a list of the aforementioned business types and contact them to get a level of interest. After I have a list, I will submit it to GCSLS and they will then contact that the business to sell them a spot on the sign. The money collected from the leases goes towards road maintenance.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

4)

Meeting Date: 10/15/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of Staff Presentation: 15 minutes
Physical location of item: Memory Park & Old Home Manor

Information

AGENDA ITEM TITLE:

[7:00-7:20 p.m.] Consideration and discussion regarding Memory Park bathrooms and Utility Shop projects. (Frank Marbury, Public Works Director/Town Engineer)

SITUATION & ANALYSIS:

Town staff met with the Design-Build team (Jebco & Arrington-Watkins) for the project on September 25, 2019 to review current anticipated construction cost estimates as follows:

Memory Park Restrooms

The current masonry block restroom layout includes

- 1 women's restroom with 3 toilets & 1 sink
- 1 men's restroom with 1 toilet, 2 urinals & 1 sink
- 1 family restroom with 1 toilet & 1 sink

The current construction cost estimate for the restroom building is \$187,888.

Utility's Shop Building - Option 1

Construct a 40' x 100' steel building with

- 3 finished offices 2 maintenance bays
- 1 finished breakroom
- 1 finished restroom with 1 toilet, 1 shower & 1 sink
- 1 finished laboratory with 2 sinks
- Remove items from the last estimate including concrete aprons, cmu decorative block, evaporative cooler, and exhaust fan.

The current construction cost estimate for Option 1 is \$566,536.

Utility's Shop Building - Option 2

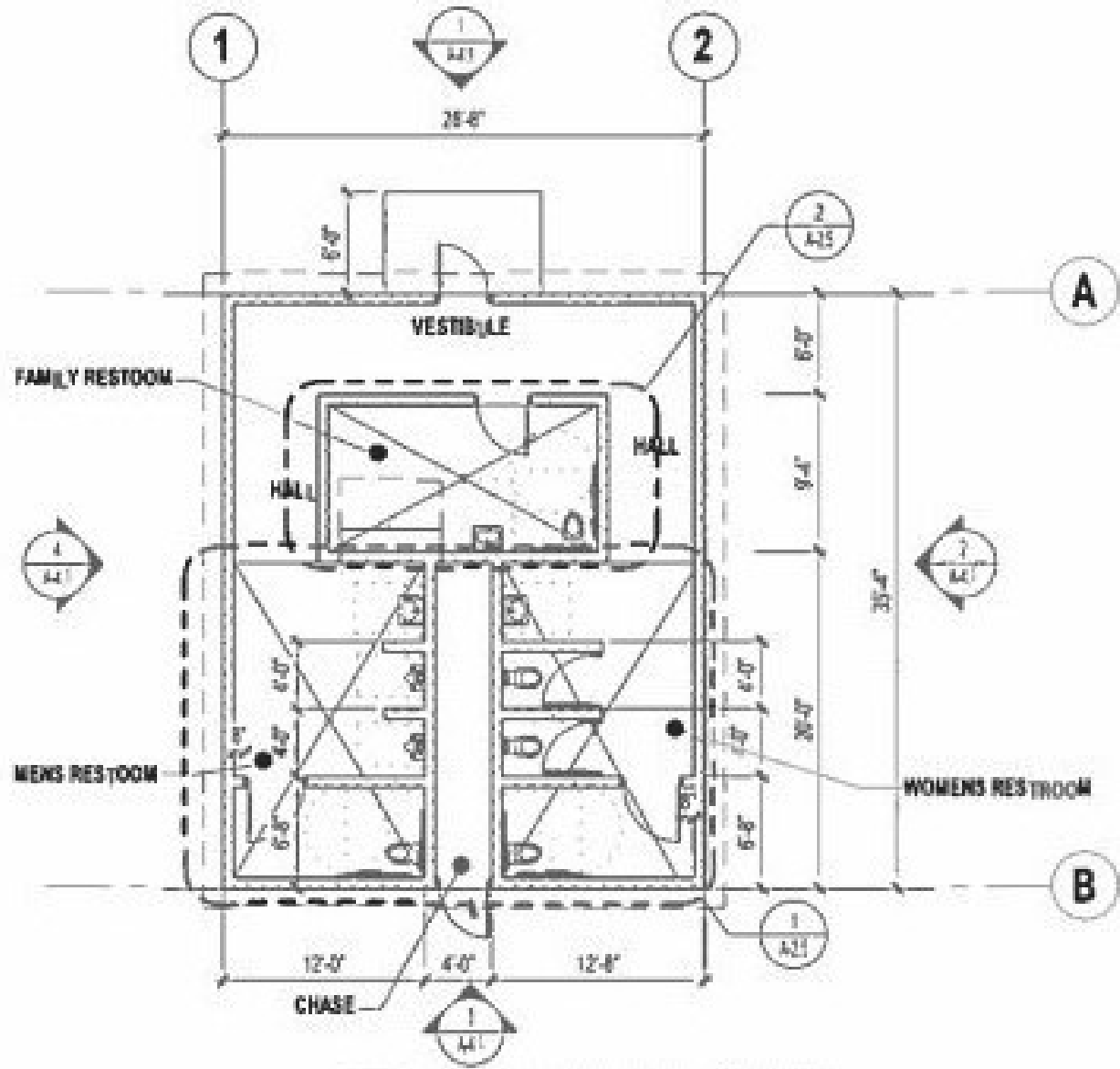
Same building as option 1 but remove the tenant improvements (i.e. offices, breakroom, restroom & laboratory) and stub utilities to the spaces for future. The current construction cost estimate for Option 2 is

\$405,431.

Attachments

Memory Park Restrooms Layout
Memory Park Restrooms Estimate
Utility Shop Layout
Utility Shop Estimate Option 1
Utility Shop Estimate Option 2

Memory Park Restrooms



JEBCO Construction Companies
 928.778.7976 Office • 928.445.6977 Fax
 140 N Montezuma Ste 108 Prescott, AZ 86301



PLAN, SPEC & BIDDING

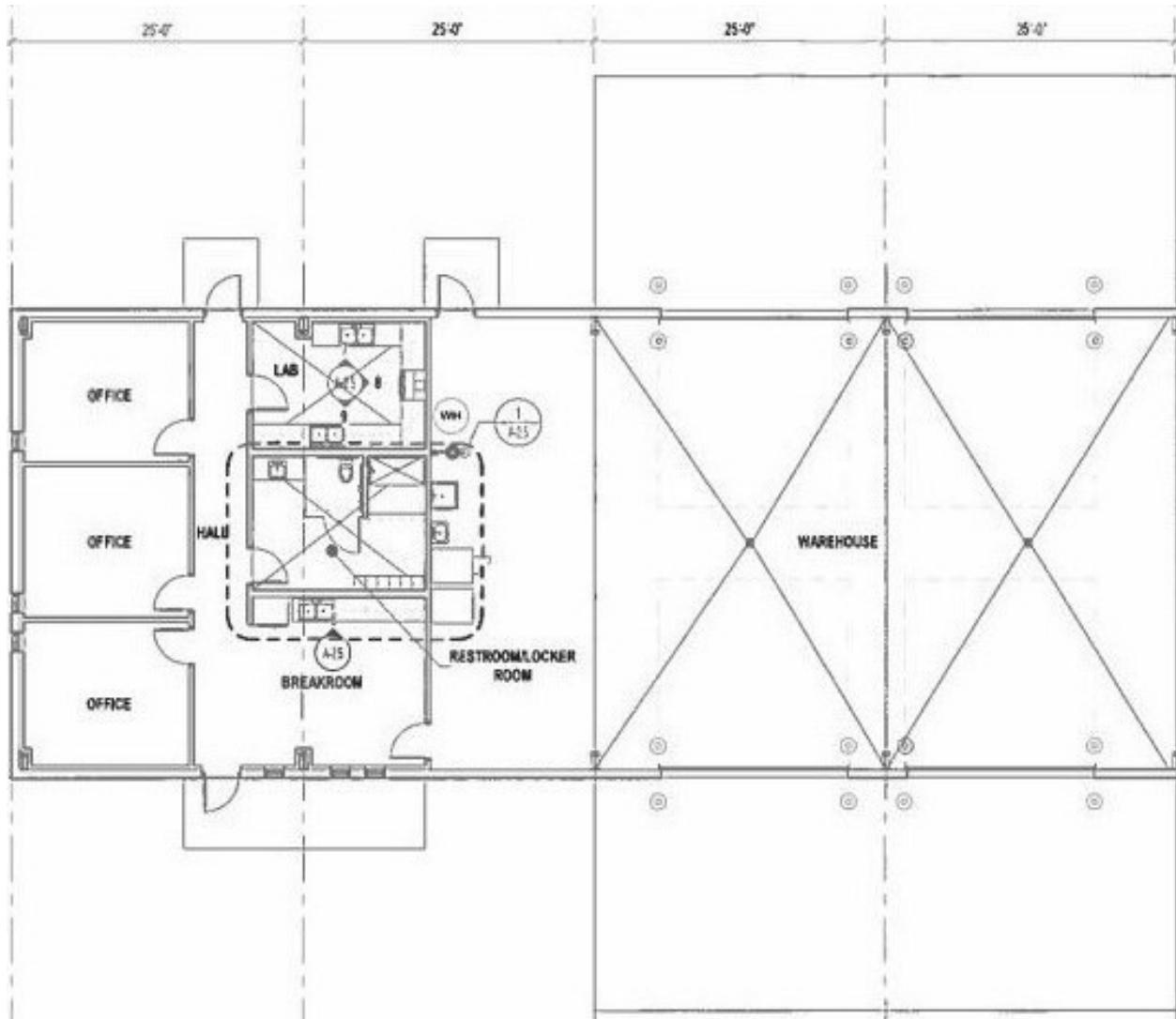
CV RESTROOMS				REVISED 1	9/13/2019	SUBTOTAL
CHINO VALLEY, AZ	SITE	BUILDING				
Division 01 — General Requirements	\$ -	\$ 21,815	\$ -	\$ -	\$ -	\$ 21,815
Division 02 — Site Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 03 — Concrete	\$ -	\$ 13,964	\$ -	\$ -	\$ -	\$ 13,964
Division 04 — Masonry	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Division 05 — Metals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 06 — Wood and Plastics	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500
Division 07 — Thermal and Moisture Protec	\$ -	\$ 7,425	\$ -	\$ -	\$ -	\$ 7,425
Division 08 — Doors and Windows	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Division 09 — Finishes	\$ -	\$ 5,722	\$ -	\$ -	\$ -	\$ 5,722
Division 10 — Specialties	\$ -	\$ 9,700	\$ -	\$ -	\$ -	\$ 9,700
Division 11 — Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 12 — Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 13 — Plumbing	\$ -	\$ 44,500	\$ -	\$ -	\$ -	\$ 44,500
Division 14 — Mechanical	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ 9,000
Division 15 — Fire Sprinkler & Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 16 — Electrical	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,500
SUBTOTAL	\$ -	\$ 138,626	\$ -	\$ -	\$ -	\$ 138,626
Subcontractor default insurance					1.25%	\$ 1,733
Wrap Coverage (Z-25)					1.50%	\$ 2,079
Commercial General Liability Insurance					1.10%	\$ 1,525
Builders Risk Insurance					0.47%	\$ 652
Performance and Payment Bond					0.85%	\$ 1,178
TOTAL						\$ 145,793
Overhead & Profit					15.00%	\$ 21,869
TOTAL						\$ 167,662
Design Contingency					5.00%	\$ 8,383
TOTAL						\$ 176,045
					SALES TAX 6.73%	\$ 11,843
					TOTAL COST	\$ 187,888

Sincerely,

Robert Morgan

9/16/2019

Utility's Shop Building



JEBCO Construction Companies
 928.778.7976 Office • 928.445.6977 Fax
 140 N Montezuma Ste 108 Prescott, AZ 86301



BLN - 09/16/19 • BLN - 09/16/19

CV UTILITIES BUILDING OPTION 1 CHINO VALLEY, AZ	REMOVE 2 APRONS, CMU, EVAP COOLER AND EXHAUST FAN					9/13/2019	SUBTOTAL
	SITE		BUILDING		VE		
Division 01 — General Requirements	\$	-	\$	30,360	\$	-	\$ 30,360
Division 02 — Site Construction	\$	-	\$	-	\$	-	\$ -
Division 03 — Concrete	\$	-	\$	45,810	\$	-	\$ 45,810
Division 04 — Masonry	\$	-	\$	-	\$	-	\$ -
Division 05 — Metals	\$	-	\$	132,800	\$	-	\$ 132,800
Division 06 — Wood and Plastics	\$	-	\$	32,500	\$	-	\$ 32,500
Division 07 — Thermal and Moisture Protec	\$	-	\$	2,500	\$	-	\$ 2,500
Division 08 — Doors and Windows	\$	-	\$	19,500	\$	-	\$ 19,500
Division 09 — Finishes	\$	-	\$	24,976	\$	-	\$ 24,976
Division 10 — Specialties	\$	-	\$	6,550	\$	-	\$ 6,550
Division 11 — Misc	\$	-	\$	-	\$	-	\$ -
Division 12 — Furnishings	\$	-	\$	-	\$	-	\$ -
Division 13 — Plumbing	\$	-	\$	35,000	\$	-	\$ 35,000
Division 14 — Mechanical	\$	-	\$	30,000	\$	-	\$ 30,000
Division 15 — Fire Sprinkler & Alarm	\$	-	\$	8,000	\$	-	\$ 8,000
Division 16 — Electrical	\$	-	\$	50,000	\$	-	\$ 50,000
SUBTOTAL	\$	-	\$	417,996	\$	-	\$ 417,996
Subcontractor default insurance						1.25%	\$ 5,225
Wrap Coverage (Z-25)						1.50%	\$ 6,270
Commercial General Liability Insurance						1.10%	\$ 4,598
Builders Risk Insurance						0.47%	\$ 1,965
Performance and Payment Bond						0.85%	\$ 3,553
TOTAL							\$ 439,606
Design Contingency						5.00%	\$ 21,980
TOTAL							\$ 461,587
Overhead & Profit						15.00%	\$ 69,238
TOTAL							\$ 530,825
						SALES TAX 6.73%	\$ 35,711
						TOTAL COST	\$ 566,536

Sincerely,

Robert Morgan

9/16/2019

JEBCO Construction Companies
 928.778.7976 Office • 928.445.6977 Fax
 140 N Montezuma Ste 108 Prescott, AZ 86301



RUCG 256311 • RUCG 241611

CV UTILITIES BUILDING OPTION 2	REMOVE TI				9/13/2019	SUBTOTAL
CHINO VALLEY, AZ	SITE	BUILDING	VE			
Division 01 — General Requirements	\$ -	\$ 29,595	\$ -	\$ -	\$ -	\$ 29,595
Division 02 — Site Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 03 — Concrete	\$ -	\$ 40,210	\$ -	\$ -	\$ -	\$ 40,210
Division 04 — Masonry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 05 — Metals	\$ -	\$ 132,800	\$ -	\$ -	\$ -	\$ 132,800
Division 06 — Wood and Plastics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 07 — Thermal and Moisture Protec	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 08 — Doors and Windows	\$ -	\$ 14,500	\$ -	\$ -	\$ -	\$ 14,500
Division 09 — Finishes	\$ -	\$ 7,476	\$ -	\$ -	\$ -	\$ 7,476
Division 10 — Specialties	\$ -	\$ 1,550	\$ -	\$ -	\$ -	\$ 1,550
Division 11 — Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 12 — Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 13 — Plumbing	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Division 14 — Mechanical	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Division 15 — Fire Sprinkler & Alarm	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000
Division 16 — Electrical	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
SUBTOTAL	\$ -	\$ 299,131	\$ -	\$ -	\$ -	\$ 299,131
Subcontractor default insurance					1.25%	\$ 3,739
Wrap Coverage (Z-25)					1.50%	\$ 4,487
Commercial General Liability Insurance					1.10%	\$ 3,290
Builders Risk Insurance					0.47%	\$ 1,406
Performance and Payment Bond					0.85%	\$ 2,543
TOTAL						\$ 314,596
Design Contingency					5.00%	\$ 15,730
TOTAL						\$ 330,326
Overhead & Profit					15.00%	\$ 49,549
TOTAL						\$ 379,875
					SALES TAX 6.73%	\$ 25,556
Sincerely,					TOTAL COST	\$ 405,431

Robert Morgan

9/16/2019

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

5)

Meeting Date: 10/15/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of Staff Presentation: 15 minutes
Physical location of item: East and West Road 2 North

Information

AGENDA ITEM TITLE:

[7:20-7:40 p.m.] Consideration and discussion regarding the Design Concept Reports (DCRs) for West and East Road 2 North. (Frank Marbury, Public Works Director/Town Engineer)

SITUATION & ANALYSIS:

The Town received two proposals for Design Concept Reports (DCRs) for West and East Road 2 North from Civiltec Engineering, Inc. dated October 2, 2019. The proposed scopes and costs for the DCRs are as follows:

Road 2 North - West

A DCR for the construction of 3-lane improvements on Road 2 North between SR89 and Road 1 West with an additional utility extension to the State Land parcel 800-20-058N along the south frontage of the Del Rio Elementary School. The SR89 intersection would also be reviewed for adding an east bound right turn lane from Road 2 North onto SR89. The work generally includes ROW acquisitions, utility relocations, zoning, easements, roadway cross-sections, and storm drainage improvements. Construction cost estimates will be included in the DCR. The proposed fee for the DCR \$58,361.

Road 2 North - East

A DCR for the construction of 3-lane improvements to Road 2 North between SR89 and Peppertree Pl. The work generally consists of ROW acquisitions, utility relocations, zoning, easements, roadway cross-sections, and storm drainage improvements. No improvements to the traffic signal at SR89 are anticipated. Construction cost estimates will be included in the DCR. The proposed fee for the DCR \$56,205.

Attachments

Rd 2 N - West
 Rd 2 N - East



October 2, 2019

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

Email: fmarbury@chinoaz.net

**Subject: Town of Chino Valley Road 2 N – West Side DCR
Civiltec Proposal No. PP19039.00**

Dear Mr. Marbury:

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

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop a Design Concept Report (DCR) for the construction of 3-lane improvements to Road 2 North, starting on the west side of SR89 and extending west to Road 1 West with an additional utility extension to the State Land parcel 800-20-058N along the south frontage of the Del Rio Elementary School site; approximately 3,500 LF in total roadway length and 1,400 lf of additional utility extensions. The SR89 intersection would also be reviewed for adding an east bound right turn lane from Road 2 N onto SR89. The work generally includes ROW/acquisitions, utility relocations, zoning, easements, roadway cross-sections, storm drainage improvements and associated research and development of a summary Design Concept Report. No improvements are anticipated for the traffic signal on SR89 other than maintaining the existing intersection lane arrangement. Construction cost estimates will be prepared for constructing the roadway and utility improvements/relocations for the purpose of estimating the assessment costs applicable to each affected parcel within a potential improvement district.

Based on our understanding and professional experience, we have identified the following scope of services.

Phase 1 – DCR Preparation

Civiltec will prepare the project DCR using the Tasks as described below including researching existing ROW, utility, zoning, easements, roadway cross-sections and associated constraints for the improvements and development of a summary of the existing conditions and constraints affecting the planned improvements.

Task 1 – Research, Data Collection & Topographic Survey

Civiltec will collect and review existing roadway conditions, drainage facilities, ROW widths, existing zoning and minimum parcel sizing, available utilities, existing development master plans or other existing planned improvements, etc., to develop a detailed list of project challenges and opportunities. We will also obtain any available utility information for the area from the local utility agencies. Civiltec will schedule and attend a planning meeting with the Town to review the results of our findings and to discuss the elements to include in the 30% preliminary DCR. A topographic survey of the roadway limits will be performed for preparation of the roadway conceptual plan/profile drawing, ROW and easement delineation, utilities, parcels and drainage structures. Found monuments will be included on the drawings, but this is not a boundary survey. The topographic survey backgrounds will be used for the DCR concept drawings after the 30% submittal.

Task 2 – Preliminary 30% DCR

Upon completion of Task 1, Civiltec will prepare a conceptual DCR including anticipated improvements, additional ROW acquisition where necessary, roadway cross-sections, identify utility relocations and upgrades, drainage improvements, and other issues affecting the development of the 3-lane roadway section. DCR exhibits will be based on available aerial imagery and GIS information available from the Town and supplemented with topographic survey backgrounds and plan view roadway and alignment and utility extension drawings at 20' scale. The limits of the Roadway and utility/drainage improvements are anticipated to extend from SR89 to Road 1 West for the roadway (3,400 LF), with the utilizes being extended an additional 1,400 LF to the west of the Road 1 West intersection. Civiltec has included two meetings with Town Staff for development of the DCR 30% concepts and an interim progress review (3 total). A general construction cost estimate and concept level assessments/methodology will be included for review by the Town for a potential Improvement District process.

The elements of the DCR will include:

- Overview of the existing corridor including ROW, utilities, drainage structures, traffic and accident discussion, intersection configurations;
- Design criteria for the 3-lane roadway;
- Major Design Features;
- Drainage;
- Roadway Excavation and Fills;
- Roadway Conceptual Level Improvement Plan and Profile Sheets, 12 sheets anticipated;
- Constructability;
- Utility Constraints, Relocations and Upgrades;
- Structures (drainage, utility);
- Pavement Design Assumptions;

- ROW and Easement Requirements/Additions
- Opinion of Probable Construction Costs;
- Improvement District Methodology and Allocation of Costs to the Included Parcels

Task 3 – Preliminary 90% DCR

Upon completion of Task 2, Civiltec will provide a preliminary 90% DCR including the elements noted in Task 2 with more detailed discussion of the constraints and proposed improvements and conceptual plan/profile alignment drawings. Civiltec has included two meetings with Town Staff for development of the DCR 90% concepts and an interim progress review (3 total).

Task 4 – Compile and Present Final DCR

Upon completion of Task 3, Civiltec will prepare the final DCR for submittal to the Town. Civiltec will prepare and issue the final documents in word.doc, excel, CADD .dwg and PDF format for final adoption by the Town.

Assumptions:

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

1. Any available current development plans for the affected area, traffic counts performed for the Town at the SR89-Road 2 North area, current zoning and highest density development for the adjacent sites, existing utility maps, drainage studies, traffic studies, ROW/easement documents, adjacent parcel surveys, adjacent parcel approved or pending site plans, and any other documents that would be beneficial for the development of the DCR. The documents will be furnished in word.doc, excel, CADD or another editable format as appropriate for the document.
2. The Town will furnish any available GIS data including parcels, utilities, roads, drainage, contours, etc., as is available.
3. Intersection analysis, traffic counts and intersection design are not a part of this scope of work for the SR89/Road 2 North. Civiltec anticipates no improvements to the existing intersection and signals other than the addition of a right turn lane onto SR89 as previously noted. We will coordinate with ADOT for information regarding any planned intersection improvements for the area. The DCR will be based on a three-lane section (west bound, east bound and a center turn lane), maintaining the current 4-lane section at the signal and transitioning to 3-lanes west of the Walgreens site.
4. The assessment methodology will be agreed upon by Civiltec and the Town prior to allocating construction costs to the adjacent or otherwise affected parcels benefitting from the improvements on Road 2 North.
5. Drainage improvements will be based on concept level drainage area boundaries and 100 year flow rates as determined by Civiltec. Utility line sizing will be based on planned improvements as determined with Town Staff. CLMR, LOMR and other FEMA based analysis will not be required. Flood areas will be shown and discussed in the DCR for future reference.
6. A geotechnical report will not be required. The pavement sections will be as agreed upon with Town Staff for cost estimating purposes.
7. A traffic impact analysis (TIA), traffic memo or traffic signal warrant analysis will not be required for the project. Traffic projections will be as agreed upon with Town Staff.

8. Civiltec will utilize MAG, City of Prescott and Quad-City standards and details for the planned improvements.
9. All submittals will be made via direct email or ShareFile distribution of the electronic files for printing and review by Town Staff. The final deliverables will be furnished in electronic and hard copies as noted.
10. If the services of a Bond/Improvement District Attorney are required for improvement district services and estimated fees, the Town will contract/coordinate directly for those services.
11. Any necessary utility potholing will be provided by the Town.
12. Geotechnical, archaeological, environmental, 404, or other similar or incidental required reports and/or services are not included in this proposal.
13. Any agency submittal fees will be paid by the Town.

DELIVERABLES

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

Task 2 –Preliminary 30% conceptual draft DCR with supporting graphics and a preliminary construction cost estimate. The DCR will include the elements noted in the task description and our plan sheets will be based on aerial imagery in plan view only. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well.

Task 3 –Preliminary 90% draft DCR with supporting graphics and a preliminary construction cost estimate. The DCR will include the elements noted in the task description. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. Plan/profile sheets will be based on the field topographic survey for the 90% submittal. If word.doc, excel or CADD files are requested, those can be furnished as well.

Task 4 –Final DCR with the final elements noted in the task descriptions. Civiltec will provide the electronic files and up to 10 sets of the DCR in hard copy, bound format.

SCHEDULE

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

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Task 1 – Research, Data Collection and Topographic Survey	\$19,056.00
Task 2 – Preliminary 30% DCR with Plan Sheets	\$12,977.00
Task 3 – Preliminary 90% DCR with Plan/Profile Sheets.....	\$19,595.00
Task 4 – Final DCR and Project Deliverables	\$6,733.00

PROJECT TOTAL:	\$58,361.00
-----------------------------	--------------------

PP19039.00-TOCV-Road 2 N – West Side DCR

October 2, 2019

Page 5 of 5

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

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

Reimbursables / Additional Services

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

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

Sincerely,

CIVILTEC ENGINEERING, INC.



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

Attachments:

Civiltec Staff Hours Spreadsheet Rd 2N - West Side, dated Oct 2, 2019

Civiltec Scoping Exhibit RD 2 N – West Side DCR, Oct 2, 2019

TOCV ROAD 2 N - WEST SIDE DCR
Town of Chino Valley
Time and Fee Estimate

Date: **October 2, 2019**

	HOURS BY PIC	HOURS BY PM	HOURS BY SrE	HOURS BY PE	HOURS BY D	HOURS BY Admin	HOURS BY 2MS	HOURS BY 1MS	HOURS BY SM	REIMB.	TOTAL
Scope of Work	\$ 195.00	\$ 175.00	\$ 165.00	\$ 145.00	\$ 122.00	\$ 66.00	\$ 165.00	\$ 125.00	\$ 142.00	EXPENSES	COST
Phase 1 - RD 2 N - EAST DCR PREPARATION											\$ 58,361.00
TASK 1 RESEARCH, DATA COLLECTION AND TOPO SURVEY/BASE MAPS		24			36		36	10	22	\$ 150.00	\$ 19,056.00
TASK 2 PRELIMINARY 30% DCR w- 12 PLAN SHEETS ONLY	1	24	12	4	48	1				\$ 100.00	\$ 12,977.00
TASK 3 PRELIMINARY 90% DCR w- 12 PLAN/PROFILE SHEETS	1	38	16	8	72	1				\$ 100.00	\$ 19,595.00
TASK 4 PREPARE FINAL DCR	1	12	12	2	16	1				\$ 150.00	\$ 6,733.00
HOURS	3	98	40	14	172	3	36	10	22		398
BUDGET	\$ 585.00	\$ 17,150.00	\$6,600.00	\$2,030.00	\$ 20,984.00	\$ 198.00	\$ 5,940.00	\$1,250.00	\$ 3,124.00	\$ 500.00	\$ 58,361.00

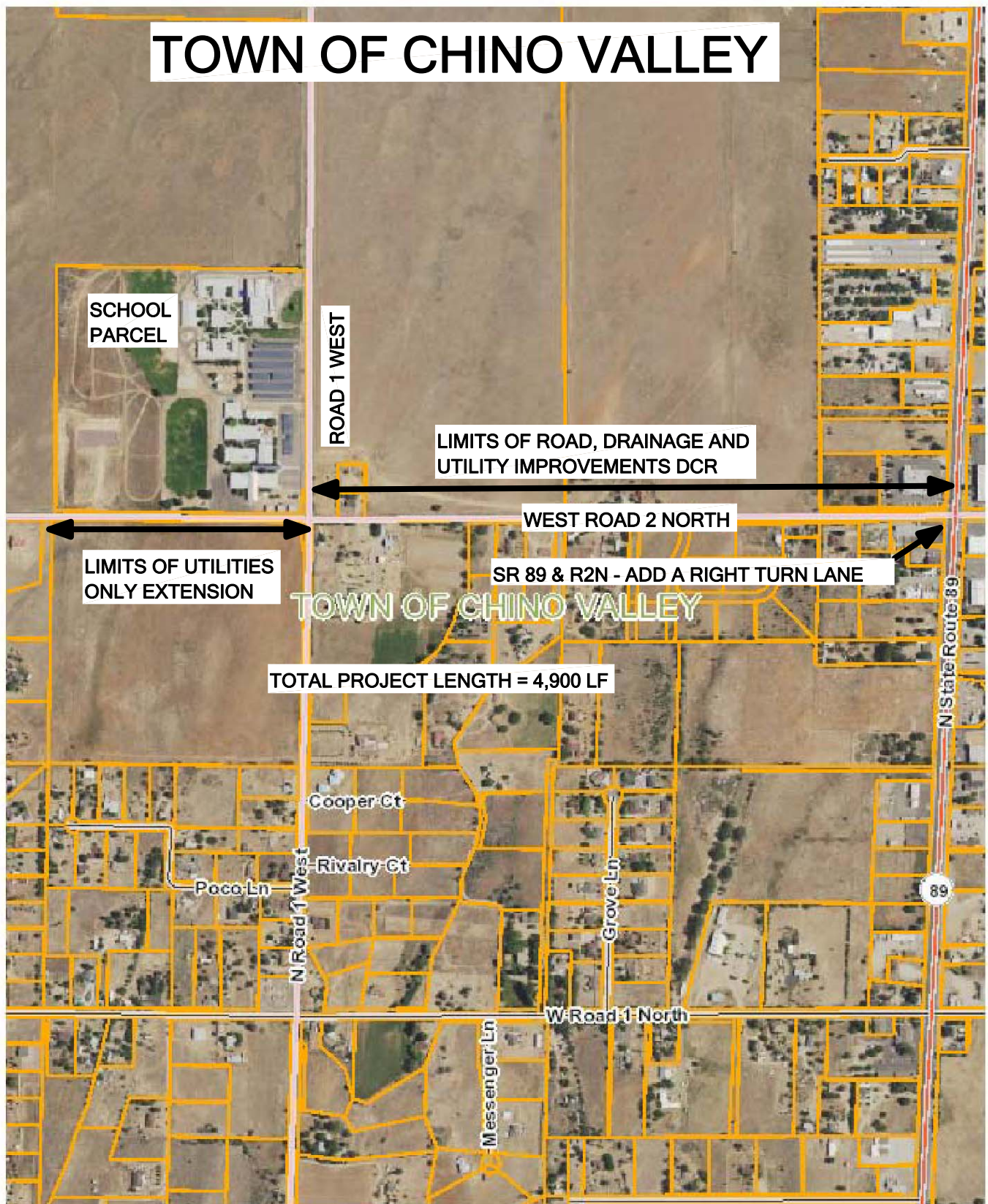
PIC = Principal Engineer
 SrE = Senior Engineer
 PE = Project Engineer
 D = Designer
 DR = Drafter
 CO = Construction Observer
 1MS = One Person Survey Crew
 PM = Project Manager
 PrE = Principal Electrical Engineer
 SE = Staff Engineer
 DD = Designer/Drafter
 Admin = Administrative Assistant/Clerical
 SM = Survey Manager
 2MS = Two Person Survey Crew

Civiltec Project Manager



Richard Aldridge

TOWN OF CHINO VALLEY



TOPV WEST ROAD 2 NORTH - WEST SIDE DESIGN CONCEPT REPORT (DCR)
 ROADWAY, DRAINAGE, UTILITES AND OTHER IMPROVEMENTS SCOPING LIMITS EXHIBIT
 CIVILTEC #PP19039, OCTOBER 2, 2019



October 2, 2019

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

Email: fmarbury@chinoaz.net

**Subject: Town of Chino Valley Road 2 N – East DCR
Civiltec Proposal No. PP19038.00**

Dear Mr. Marbury:

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

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop a Design Concept Report (DCR) for the construction of 3-lane improvements to Road 2 North, starting on the east side of SR89 and extending east to Road 1 East with an additional extension to Peppertree Place; approximately 3,200 LF in total length. The work generally includes ROW/acquisitions, utility relocations, zoning, easements, roadway cross-sections, storm drainage improvements and associated research and development of a summary Design Concept Report. No improvements are anticipated for the traffic signal on SR89 other than maintaining the existing intersection lane arrangement. Construction cost estimates will be prepared for constructing the roadway and utility improvements/relocations for the purpose of estimating the assessment costs applicable to each affected parcel within a potential improvement district.

Based on our understanding and professional experience, we have identified the following scope of services.

Phase 1 – DCR Preparation

Civiltec will prepare the project DCR using the Tasks as described below including researching existing ROW, utility, zoning, easements, roadway cross-sections and associated constraints for the improvements and development of a summary of the existing conditions and constraints affecting the planned improvements.

Task 1 – Research, Data Collection & Topographic Survey

Civiltec will collect and review existing roadway conditions, drainage facilities, ROW widths, existing zoning and minimum parcel sizing, available utilities, existing development master plans or other existing planned improvements, etc., to develop a detailed list of project challenges and opportunities. We will also obtain any available utility information for the area from the local utility agencies. Civiltec will schedule and attend a planning meeting with the Town to review the results of our findings and to discuss the elements to include in the 30% preliminary DCR. A topographic survey of the roadway limits will be performed for preparation of the roadway conceptual plan/profile drawing, ROW and easement delineation, utilities, parcels and drainage structures. Found monuments will be included on the drawings, but this is not a boundary survey. The topographic survey backgrounds will be used for the DCR concept drawings after the 30% submittal.

Task 2 – Preliminary 30% DCR

Upon completion of Task 1, Civiltec will prepare a conceptual DCR including anticipated improvements, additional ROW acquisition where necessary, roadway cross-sections, identify utility relocations and upgrades, drainage improvements, and other issues affecting the development of the 3-lane roadway section. DCR exhibits will be based on available aerial imagery and GIS information available from the Town and supplemented with topographic survey backgrounds and plan view roadway alignment drawings at 20' scale. The limits of the Roadway and utility/drainage improvements are anticipated to extend from SR89 to Peppertree Place. Civiltec has included two meetings with Town Staff for development of the DCR 30% concepts and an interim progress review (3 total). A general construction cost estimate and concept level assessments/methodology will be included for review by the Town for a potential Improvement District process.

The elements of the DCR will include:

- Overview of the existing corridor including utilities, drainage structures, traffic and accident discussion, intersection configurations;
- Design criteria for the 3-lane roadway;
- Major Design Features;
- Drainage;
- Roadway Excavation and Fills;
- Roadway Conceptual Level Improvement Plan and Profile Sheets with Roadway Cross-Sections, 8 sheets anticipated;
- Constructability;
- Utility Constraints, Relocations and Upgrades;
- Structures (drainage, utility);
- Pavement Design Assumptions;
- ROW and Easement Requirements/Additions
- Opinion of Probable Construction Costs;
- Improvement District Methodology and Allocation of Costs to the Included Parcels

Task 3 – Preliminary 90% DCR

Upon completion of Task 2, Civiltec will provide a preliminary 90% DCR including the elements noted in Task 2 with more detailed discussion of the constraints and proposed improvements and conceptual plan/profile alignment drawings. Civiltec has included two meetings with Town Staff for development of the DCR 90% concepts and an interim progress review (3 total).

Task 4 – Compile and Present Final DCR

Upon completion of Task 3, Civiltec will prepare the final DCR for submittal to the Town. Civiltec will prepare and issue the final documents in word.doc, excel, CADD .dwg and PDF format for final adoption by the Town.

Assumptions:

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

1. Any available current development plans for the affected area, traffic counts performed for the Town at the SR89-Road 2 North area, current zoning and highest density development for the adjacent sites, existing utility maps, drainage studies, traffic studies, ROW/easement documents, adjacent parcel surveys, adjacent parcel approved or pending site plans, and any other documents that would be beneficial for the development of the DCR. Civiltec will reference the information generated by the prior 5-Lane roadway section DCR for Road 2 North prepared by others for the Town in 2007 for traffic data, preliminary drainage analysis, and other relevant information. The documents will be furnished in word.doc, excel, CADD or another editable format as appropriate for the document.
2. The Town will furnish any available GIS data including parcels, utilities, roads, drainage, contours, etc., as is available.
3. Intersection analysis, traffic counts and intersection design are not a part of this scope of work for the SR89/Road 2 North. Civiltec anticipates no improvements to the existing intersection and signals and will coordinate with ADOT for information regarding any planned intersection improvements for the area. The DCR will be based on a three-lane section (west bound, east bound with a center turn lane) maintaining the current 4-lane section at the signal and transitioning to 3-lanes near the east end of the Safeway shopping center.
4. The assessment methodology will be agreed upon by Civiltec and the Town prior to allocating construction costs to the adjacent or otherwise affected parcels benefitting from the improvements on Road 2 North.
5. Drainage improvements will be based on concept level drainage area boundaries and 100 year flow rates as determined by Civiltec. Utility line sizing will be based on planned improvements as determined with Town Staff. CLMR, LOMR and other FEMA based analysis will not be required. Flood areas will be shown and discussed in the DCR for future reference.
6. A geotechnical report will not be required. The pavement sections will be as agreed upon with Town Staff for cost estimating purposes.
7. A traffic impact analysis (TIA), traffic memo or traffic signal warrant analysis will not be required for the project. Traffic projections will be as agreed upon with Town Staff.
8. Civiltec will utilize MAG, City of Prescott and Quad-City standards and details for the planned improvements.

9. All submittals will be made via direct email or ShareFile distribution of the electronic files for printing and review by Town Staff. The final deliverables will be furnished in electronic and hard copies as noted.
10. If the services of a Bond/Improvement District Attorney are required for improvement district services and estimated fees, the Town will contract/coordinate directly for those services.
11. Any necessary utility potholing will be provided by the Town.
12. Geotechnical, archaeological, environmental, 404, or other similar or incidental required reports and/or services are not included in this proposal.
13. Any agency submittal fees will be paid by the Town.

DELIVERABLES

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

Task 2 –Preliminary 30% conceptual draft DCR with supporting graphics and a preliminary construction cost estimate. The DCR will include the elements noted in the task description and our plan sheets will be based on aerial imagery in plan view only. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well.

Task 3 –Preliminary 90% draft DCR with supporting graphics and a preliminary construction cost estimate. The DCR will include the elements noted in the task description. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. Plan/profile sheets will be based on the field topographic survey for the 90% submittal. If word.doc, excel or CADD files are requested, those can be furnished as well.

Task 4 –Final DCR with the final elements noted in the task descriptions. Civiltec will provide the electronic files and up to 10 sets of the DCR in hard copy, bound format.

SCHEDULE

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

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Task 1 – Research, Data Collection and Topographic Survey	\$17,532.00
Task 2 – Preliminary 30% DCR with 8 Plan Sheets	\$13,321.00
Task 3 – Preliminary 90% DCR with 8 Plan/Profile Sheets.....	\$18,619.00
Task 4 – Final DCR and Project Deliverables	\$6,733.00

PROJECT TOTAL:	\$56,205.00
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PP19038.00-TOCV-Road 2 N – East Side DCR

October 2, 2019

Page 5 of 5

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

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

Reimbursables / Additional Services

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

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

Sincerely,

CIVILTEC ENGINEERING, INC.



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

Attachment:

Civiltec Staff Hours Spreadsheet Rd 2N – East Side, dated Oct 2, 2019

Civiltec Scoping Exhibit RD 2 N – East Side DCR, Oct 2, 2019

TOCV ROAD 2 N - EAST SIDE DCR
Town of Chino Valley
Time and Fee Estimate

Date: **October 2, 2019**

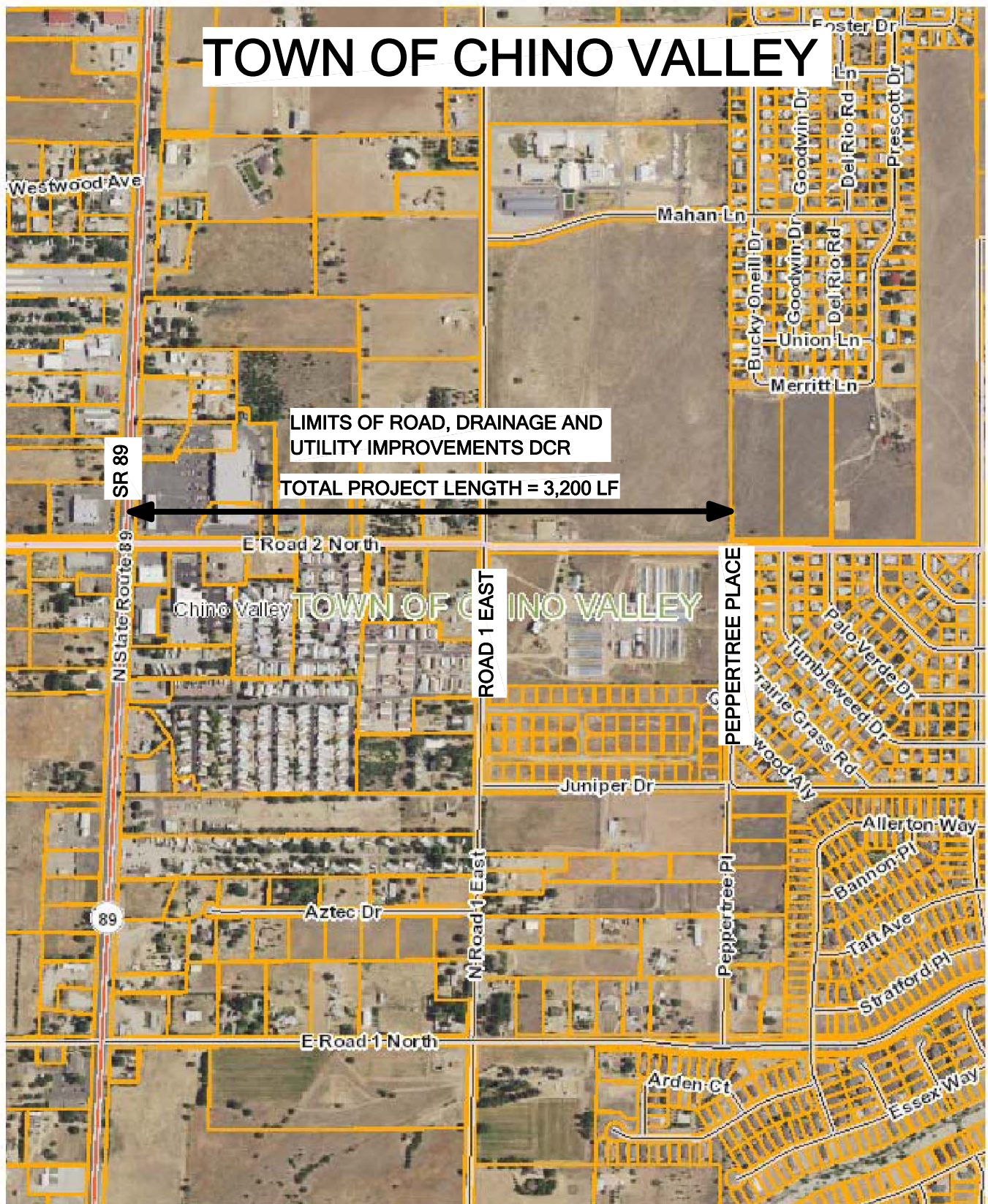
	HOURS BY PIC	HOURS BY PM	HOURS BY SrE	HOURS BY PE	HOURS BY D	HOURS BY Admin	HOURS BY 2MS	HOURS BY 1MS	HOURS BY SM	REIMB.	TOTAL
Scope of Work	\$ 195.00	\$ 175.00	\$ 165.00	\$ 145.00	\$ 122.00	\$ 66.00	\$ 165.00	\$ 125.00	\$ 142.00	EXPENSES	COST
Phase 1 - RD 2 N - EAST DCR PREPARATION											\$ 56,205.00
TASK 1 RESEARCH, DATA COLLECTION AND TOPO SURVEY/BASE MAPS		24			32		28	10	24	\$ 150.00	\$ 17,532.00
TASK 2 PRELIMINARY 30% DCR w- 8 PLAN SHEETS ONLY	1	24	12	4	40	1	8			\$ 100.00	\$ 13,321.00
TASK 3 PRELIMINARY 90% DCR w- 8 PLAN/PROFILE SHEETS	1	38	16	8	64	1				\$ 100.00	\$ 18,619.00
TASK 4 PREPARE FINAL DCR	1	12	12	2	16	1				\$ 150.00	\$ 6,733.00
HOURS	3	98	40	14	152	3	36	10	24		380
BUDGET	\$ 585.00	\$ 17,150.00	\$6,600.00	\$2,030.00	\$ 18,544.00	\$ 198.00	\$ 5,940.00	\$1,250.00	\$ 3,408.00	\$ 500.00	\$ 56,205.00

PIC = Principal Engineer
 SrE = Senior Engineer
 PE = Project Engineer
 D = Designer
 DR = Drafter
 CO = Construction Observer
 1MS = One Person Survey Crew
 PM = Project Manager
 PRE = Principal Electrical Engineer
 SE = Staff Engineer
 DD = Designer/Drafter
 Admin = Administrative Assistant/Clerical
 SM = Survey Manager
 2MS = Two Person Survey Crew

Civiltec Project Manager



Richard Aldridge



TOPV WEST ROAD 2 NORTH - EAST SIDE DESIGN CONCEPT REPORT (DCR)
ROADWAY, DRAINAGE, UTILITES AND OTHER IMPROVEMENTS SCOPING LIMITS EXHIBIT
CIVILTEC #PP19038, OCTOBER 2, 2019

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Study Session

6)

Meeting Date: 10/15/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of Staff Presentation: 15 minutes
Physical location of item: Police facility, 1950 Voss Drive

Information

AGENDA ITEM TITLE:

[7:40-8:00 p.m.] Consideration and discussion regarding a Request for Qualifications (RFQ) related to the Police facility. (Chuck Wynn, Police Chief; Joe Duffy, Finance Director)

SITUATION & ANALYSIS:

Staff has prepared a request for qualifications for the solicitation of design professionals for the preparation of 30% schematic design services and budget estimates for a new Police Station. The new Station would be located on the western portion of the Town Hall property located at 202 N. SR-89.

The design shall include three options:

1. Current needs.
2. Current need and shell space.
3. Current with the ability to add shell space.

Attachments

RFQ



REQUEST FOR STATEMENTS OF QUALIFICATIONS

Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title:	Police Station 30% Schematic Design Services
Release Date:	October 23, 2019
Advertisement Dates:	October 28, 29, 30 & 31, 2019 – Prescott Daily Courier
NON-MANDATORY	November 14, 2019
Pre-Submittal Conference:	10:00 a.m. (local-time, Chino Valley, Arizona) Public Works Conference Room 1982 Voss Drive Chino Valley, Arizona 86323
Final Date for Inquiries:	December 5, 2019
SOQ Due Date and Time:	December 19, 2019 3:00 p.m. (local-time, Chino Valley, Arizona)
Letters to Final Listed Firms:	January 30, 2020
Target Town Council Award Date:	February 11, 2020
RFQ Administrator:	Frank Marbury fmarbury@chinoaz.net 928-636-2646 ext. 1226

* In the event that a Vendor cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the Town's sole discretion.

** The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.

SECTION A

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

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Sample Professional Services Agreement	B-1

SECTION A

TOWN OF CHINO VALLEY PUBLIC WORKS DEPARTMENT

PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The Town of Chino Valley (the “Town”) is issuing this Request For Qualifications (this “RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed firms (“Vendors”) interested in providing professional services for the 30% schematic design of a new police station and budget estimate (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B. Upon review, if Town Council is in favor of having the design completed through construction documents, the Agreement will be amended accordingly and the Vendor will be expected to work with the Town and its selected construction manager to achieve complete construction documents for the project. In accordance with the Town’s Procurement Code, the Town will accept sealed SOQ for the Services specified in the Scope of Work in the sample Professional Services Agreement.

1.2 Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The Town may consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s SOQ contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, are intended to mislead the Town in its evaluation of the SOQ.

B. Submittal Quantities. Interested Vendors must submit **one hardcopy original, five copies** and **one PDF copy** of the SOQ on a CD-ROM or similar electronic storage device. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **12** pages to address the SOQ criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of

SECTION A**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of the SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being determined non-responsive. Each SOQ shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ title, **Police Station 30% Schematic Design Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323. Proposals must be received by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the

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authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the Town and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed only to the RFQ Administrator whose name appears on the cover page of this RFQ. Questions shall be submitted in writing, via e-mail or hard copy, by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. Any inquiries related to this RFQ shall refer to the title, page and paragraph. However, the Respondent should not place the RFQ title on the outside of any envelope containing questions, because such an envelope may be identified as a Submittal and may not be opened until after the RFQ Deadline. Any Vendor found to be communicating with any member of Town staff about this solicitation shall be prohibited from submitting a SOQ, or if a SOQ is received, such SOQ shall be deemed non-responsive.

B. Inquiries Answered. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the Town's website at <https://www.chinoaz.net/Bids.aspx>. The RFQ Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend the Pre-Submittal Conference, even if designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the Town at this conference. The Town may issue a written amendment or addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum may result in the SOQ being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFQ. Any addendum issued by the Town with respect to this RFQ will be available at:

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Town of Chino Valley
1982 Voss Drive, Chino Valley, Arizona 86323
Town's website at <https://www.chinoaz.net/Bids.aspx>

1.6 Public Record. All SOQ shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code.

1.7 Confidential Information. If a Vendor believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the RFQ Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Town Manager, or authorized designee, makes a written determination. The Town Manager, or authorized designee shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the RFQ Administrator shall inform the Vendor in writing of such determination.

1.8 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the Town Finance and Budget Department. The Vendor shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Vendor certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Department Heads, and other Town staff. All inquiries must be addressed to the Town's RFQ Administrator. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

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D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Vendor Information Form is genuine, and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The Town will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified Vendors. The RFQ Administrator will enter into negotiations with the highest scoring Vendor from the final list.

B. Line Item Option. Unless the SOQ states otherwise, or unless otherwise provided within this RFQ, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

C. Multiple Award. The Town, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the Town with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the Professional Services Agreement is included with this RFQ. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQ or portions thereof and (3) cancel or reissue an RFQ.

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F. Protests. Any Vendor may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town has approved, a professional services agreement between the Town and the Vendor in the form acceptable to the Town Attorney. A sample Professional Services Agreement is included herein.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to three of the highest ranked Vendors based upon the SOQ submittal scoring.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

A. General Information - 5 pts.

(1) One-page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

(3) Identify the location of the Vendor's principal office and the local work office, if different from the principal office. Include any documentation that supports the Vendor's authority to provide services in Arizona.

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(4) Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 25 pts.

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town; specifically relating experience with respect to police station design services.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.
- (f) Total construction cost of project.
- (g) Total square footage.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFQ Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references may result in the SOQ being considered non-responsive.

(3) The RFQ Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

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C. Key Positions - 25 pts.

(1) Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 30 pts.

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, including the following processes:

- (a) Planning.
- (b) Estimating.
- (c) Scheduling.
- (d) Cost controls.
- (e) Project management and team organization.
- (f) Bid package management.
- (g) Management of overhead costs.

(2) Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.

E. Project Schedule - 15 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must reach full completion and shall not exceed a 60 day period after the Notice to Proceed has been issued by Town. Assumptions used in developing the

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schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

- (1) Contract Award Date
- (2) Notice to Proceed Date
- (3) Proposed Kick-Off Meeting
- (4) 30% Schematic Design

Total Possible Points for SOQ Submittal:

100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the SOQ submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
40	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFQ:

200

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

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

VENDOR SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

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

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

SECTION B**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT****SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the "Town") and _____, a(n) _____ (the "Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

SECTION B**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

is amended for Consultant to provide the Additional Services, this Scope of Work will be amended accordingly.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$ _____.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference. If this Agreement is amended to include the Additional Services, Consultant's compensation will be increased to a mutually-agreed price.

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

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

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

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

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

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The

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PUBLIC WORKS DEPARTMENT**

Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

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

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

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

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of

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insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

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

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

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

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

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

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

14.4 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations

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by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall

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be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

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

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

If to Consultant: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

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refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

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

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the

SECTION B**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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

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

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

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

16.23 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

SECTION B

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

Attest:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND

[Scope of Work]

See following page.

SCOPE OF WORK

Police Station 30% Schematic Design Services

1. Background. The planned site for the police station is the western portion of Parcel No. 306-23-047F, located at 202 North State Route 89, in the Town of Chino Valley. There are currently two improvements on the site – the Town Hall office building and commercial yard improvements. Consultant shall prepare 30% schematic design of a new police station and a budget estimate for Town Council’s review.

2. Schematic Design. Consultants’ design shall incorporate, at a minimum, the following elements:
 - A. Public lobby.
 - B. Reception area.
 - C. Office space for officers, detectives and administrative staff.
 - D. Storage for narcotics, hazardous material, fire arms, currency, fireworks and digital data.
 - E. Temporary holding cells.
 - F. Interview/interrogation rooms.
 - G. Property room for storing evidence and seized property.
 - H. Locker rooms.
 - I. Restrooms.
 - J. Breakroom.
 - K. Copy center; records area.
 - L. Building services spaces – mechanical, electrical and information technology.
 - M. Outside: Parking area; trash/dumpster storage area.
 - N. Prisoner receiving area.
 - O. Highway 89 access.
 - P. Secured employee parking.

The design should also have some shell space to allow for future growth.

The design shall include three options.

- A. Current Needs.
- B. Current need and shell space.
- C. Current with the ability to add shell space.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND

[Fee Proposal]

See following page.