



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, OCTOBER 26, 2021
6:00 P.M.**

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
3. **CALL TO THE PUBLIC**

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

4. **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

5. CONSENT AGENDA

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

- a. **p.5** Consideration and possible action to approve Ordinance No. 2021-907 to rezone approximately 4.37 acres of real property located at 299 North Road 1 West, Chino Valley, AZ (APN 306-23-045U) from the Commercial Light and Agricultural Residential 5-acre (CL/AR-5) zoning district to the Single Family Residential 1-acre (SR-1) zoning district. Applicants James and Marta Fosnough. (Will Dingee, Senior Planner)
- b. **p.19** Consideration and possible action to award a contract to EPS Group, Inc. for the design of the Perkinsville Rd Water & Sewer Extension Project in the amount of \$206,800. (Frank Marbury, Public Works Director/Town Engineer)
- c. **p.35** Consideration and possible action to approve Resolution No. 2021-1195 awarding the Economic Strengths Project Grant between Arizona Department of Transportation on behalf of the state of Arizona and the Town of Chino Valley, in the amount of \$400,000. (Maggie Tidaback, Economic Development Project Manager)
- d. **p.71** Consideration and possible action to approve the Financial Report for the three months ending September 30, 2021. (Joe Duffy, Administrative Services Director)
- e. **p.83** Consideration and possible action to approve the September 28, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)
- f. **p.97** Consideration and possible action to approve the October 12, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)

6. ACTION ITEMS

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

- a. **p.103** Consideration and possible action to approve the Professional Services Agreement with Kenew, LLC for Construction Management Services for the new Police Station in an amount not to exceed \$168,468.40. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve the Professional Services Agreement with Kenew, LLC, for Construction Management Services for the new Police Station in the amount not to

exceed \$168,468.40.

- b. p.123** Consideration and possible action to approve the Perkinsville 44 Final Plat Phases 1, 2, 3, and 4, to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet. Applicant Craig Helsing, Brown Homes. APN 306-18-009H (Will Dingee, Senior Planner)

Recommended Action: (1) Hold a Public Hearing; (2) Approve the Perkinsville 44 Final Plat Phases 1, 2, 3, and 4, to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet with the stipulations outlined in Attachment A.

- c. p.151** Consideration and possible action to approve Resolution No. 2021-1194 disbanding and dissolving the Town of Chino Valley Senior Center Advisory Board. (Cyndi Thomas, Assistant Community Services Director)

Recommended Action: Approve Resolution No. 2021-1194 disbanding and dissolving the Town of Chino Valley Senior Center Advisory Board.

7. ADJOURNMENT

Dated this 21st day of October, 2021.

By: *Erin N. Deskins, 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 reasonable accommodation to participate in this meeting.

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

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

Join Zoom Webinar: <https://us02web.zoom.us/j/81326335529>

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

iPhone one-tap:US: +13462487799,,81326335529# or +16699009128,,81326335529#

Webinar ID: 813 2633 5529

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: _____
Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 10/26/2021

Contact Person: Will Dingee, Senior Planner
Phone: 928-636-4427 x-1233

Department: Development Services

Estimated length None

of staff presentation:

Physical location of item: Located at 299 North Road 1 West - APN 306-23-045U

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 2021-907 to rezone approximately 4.37 acres of real property located at 299 North Road 1 West, Chino Valley, AZ (APN 306-23-045U) from the Commercial Light and Agricultural Residential 5-acre (CL/AR-5) zoning district to the Single Family Residential 1-acre (SR-1) zoning district. Applicants James and Marta Fosnough. (Will Dingee, Senior Planner)

RECOMMENDED ACTION:

(1) Hold a Public Hearing if the item is removed from the Consent Agenda; (2) Approve ORD 2021-907 to rezone approximately 4.37 acres of real property located at 299 North Road 1 West, Chino Valley, AZ (APN 306-23-045U) from the Commercial Light and Agricultural Residential 5-acre (CL/AR-5) to Single Family Residential 1-acre (SR-1) zoning district with the following stipulation:

- The property owner shall dedicate 15 feet of right-of-way along North Road 1 West to ensure that a total of 40 feet is dedicated East of the centerline. The exact amount to be dedicated will be determined through a survey.

SITUATION AND ANALYSIS:

The applicant is requesting to rezone approximately 4.37 acres of real property located at 299 North Road 1 West, Chino Valley, AZ (APN 306-23-045U) from the Commercial Light and Agricultural Residential 5-acre (CL/AR-5) to Single Family Residential 1-acre (SR-1) zoning district. If the rezoning is approved by Town Council, it is the applicant's intention to divide the property into either two or three parcels.

This item went before the Planning and Zoning Commission on consent Tuesday, October 5th, 2021, as staff had not received any comments from the public. The Commission forwarded a unanimous recommendation of approval. Since then, Town Staff has received one letter in support of the rezoning.

Other Pertinent Documents Available Upon Request:

See attached Letter of Support

See attached Planning and Zoning Staff Report

Fiscal Impact

Fiscal Impact?: n/a

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Letter of Support

Z21-016 P&Z Staff Report

ORD - 2021-907 - Fosnough CL AR-5 to SR-1

September 30, 2021

Cathy Middlested
380 Lauren Lane
Chino Valley, AZ 86323

Honorable Mayor, Vice-Mayor, and Councilmembers
Of Chino Valley Town Council
202 N. State Route 89
Chino Valley, AZ 86323

RE: (1) Ordinance No. 2021-906 to rezone a property from SR-1 to SR-0.16 that was heard on September 28, 2021 by Town Council, and was denied; and (2) a project that will be heard by Town Council on October 26, 2021 regarding a rezone request Case No. Z21-16 to rezone a 4.37 acre property from CL/AR-5 to SR-1 (single family residence) located between road 1 north and Center Street on road 1 West.

First, I would like to sincerely thank the Mayor and all the Councilmembers for their patience, understanding, and considerations in hearing our objections and concerns on the above project (Ordinance No. 2021-906) to rezone from SR-1 to SR-0.16 at Center Street and 1 West, and voting to deny this project.

Many of these neighbors who spoke at the Town Council meeting on this project, including myself, did extensive research in our General Plan and Ordinances that based our opinions on which we spoke out on at all the meetings we attended. Most importantly we want our decision makers to abide by the language and intent of the General Plan and our Ordinances. Therefore, we thank you for your vote of denial of this project.

Regarding the project that is to be heard on October 26, 2021 by Town Council, Case No Z21-16 to rezone a 4.37 acre property from CL/AR-5 to SR-1 (single family residence) located between Road 1 North and Center Street on Road 1 West, I am

in support of this project. The rezone to SR-1 is more in keeping with the surrounding area. I have no objections to this project.

Respectfully,



Cathy Middlested

Cc:

Jack Miller, Mayor

Annie Perkins, Vice-Mayor

Lon Turner, Councilmember

Eric Granillo, Councilmember

John McCafferty, Councilmember

Tom Armstrong, Councilmember

Cloyce Kelly, Councilmember

Middlested
380 Lauren Lane
Chino Valley, AZ 86323

PHOENIX AZ 852
30 SEP 2021 PM 11 L

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*Chino Valley Town Council
Jack Miller, Mayor
202 N. State Route 89
Chino Valley, AZ 86323*

86323-598102





TOWN OF CHINO VALLEY
Planning Commission Staff Report
October 5, 2021
File Number Z21-016
Rezoning Request

PROJECT DESCRIPTION This is a request by the property owners, James and Marta Fosnough, to **Rezone** approximately 4.37 acres of real property from the Commercial Light and Agricultural Residential 5-acre (**CL/AR-5**) to Single Family Residential 1-acre (**SR-1**) zoning district for the property located at 299 North Road 1 West, Chino Valley, AZ - APN 306-23-045U

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	CL/AR-5	Single Family Residence	Medium Density Residential (2 ac or less)
North	SR-1	Single Family Residence	Medium Density Residential (2 ac or less)
South	SR-1	Single Family Residential (Lot Spilt Subdivision)	Medium Density Residential (2 ac or less)
East	SR-1	Single Family Residential (Lot Spilt Subdivision)	Medium Density Residential (2 ac or less)
West	SR-1	Single Family Residence	Medium Density Residential (2 ac or less)

LOCATION MAP



Prior site actions:

No prior Council action has been taken on this property.

Staff Recommendation:

Staff recommends **APPROVAL** of the rezoning from the CL/AR-5 Zoning District to the SR-1 Zoning District, subject to the conditions shown in Attachment A.

SUGGESTED**COMMISSION MOTION:**

Move to **APPROVE** Rezone Z21-016 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval:

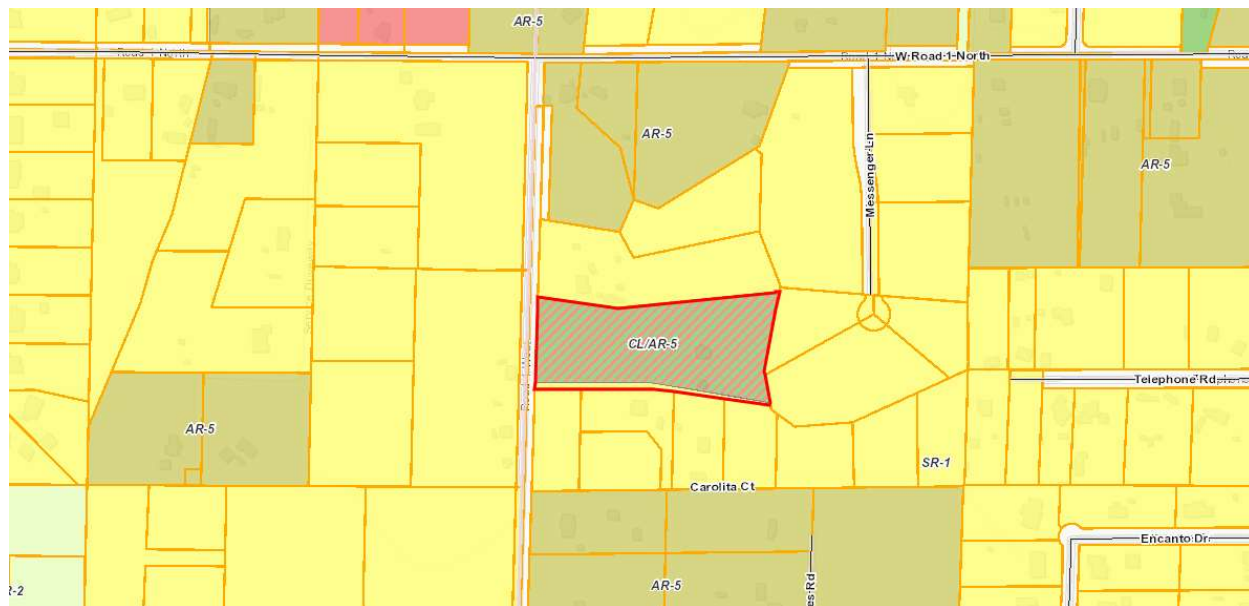
By approving the rezone, the Planning and Zoning Commission is recommended approval to Town Council to rezone approximately 4.37 acres of real property from Commercial Light and Agricultural Residential 5-acre (CL/AR-5) to Single Family Residential 1-acre minimum (SR-1) zoning district for property located at 299 North Road 1 West, Chino Valley, AZ - APN 306-23-045U, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the Town of Chino Valley's General Plan.

Staff Analysis:

The property owner has submitted a request to rezone approximately 4.37 acres of real property from CL/AR-5 to SR-1 in order to divide the property into either two (2) or three (3) parcels. The area surrounding this parcel has been developed similarly and is consistent with the several one acre and up communities in the area.

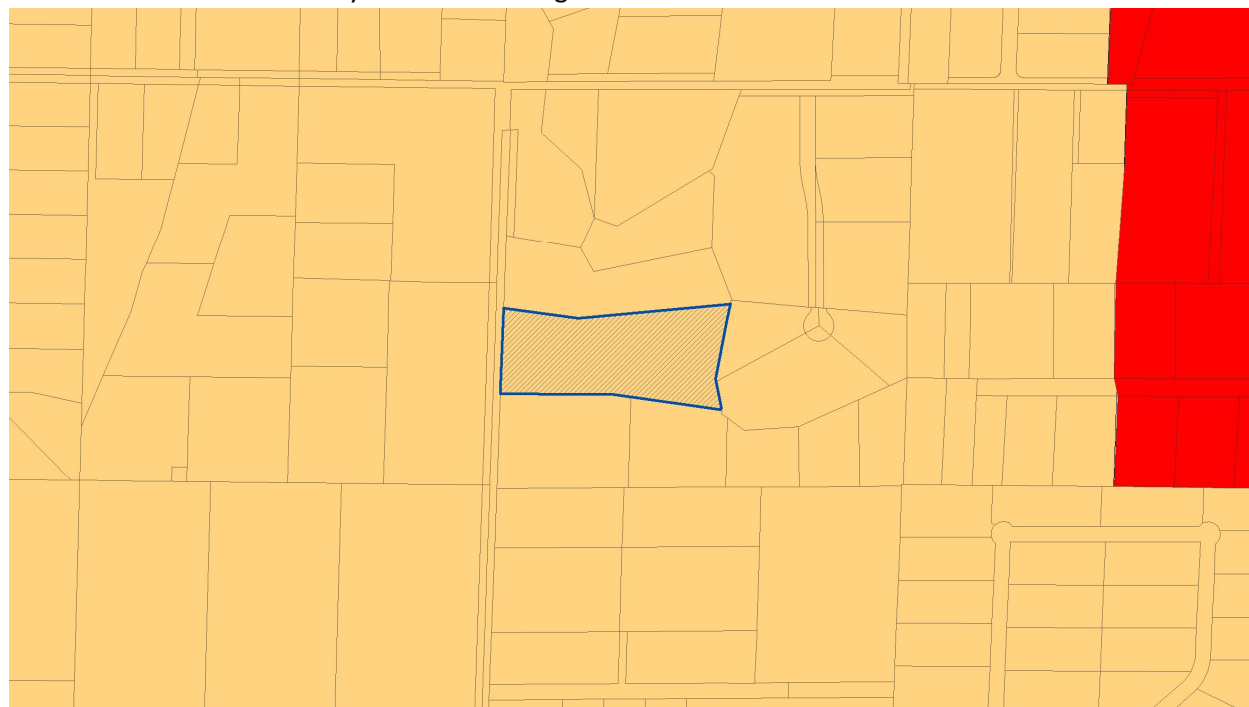
Zoning

The general vicinity contains lots zoned 1-Acre, 5-Acre and a small pocket of Commercial Light. The rezoning of this parcel will effectively remove a commercial element within a predominately single family residential area.



Does the proposed zoning district conform to the Land Use Element?

The property has a General Plan land use designation of Medium Density Residential- 2 acres or less. The applicant is requesting a zone change from CL/AR-5 to SR-1 remaining under the General Plan Medium Density Residential land use designation and also removes CL zoning in an area that is intended to be residential. The Applicant is proposing a small scale residential development at a density that meets the intent of the Medium Density Residential designation.



Are there any dedications or property easements identified by the Transportation Element?

Yes, dedication along North Road 1 East is required in the amount of approximately 15 feet to ensure that there is 40 feet dedicated east of the centerline.

Public Comment Received:

A Neighborhood Meeting for the project was held on September 20, 2021 in which no members of the public attended. Town Staff has not received any public comment regarding this project.

Attachments

A				
Conditions of Approval				

Prepared By:**Date:**

Will Dingee
Senior Planner
wdingee@chinoaz.net
928-636-4427 ext. 1233

Approved By:
Laurie L Lineberry, AICP
Development Services Director

ATTACHMENT A

CONDITIONS OF APPROVAL

- The property owner shall dedicate approximately 15 feet along North Road 1 West to ensure that there is 40 feet dedicated east of the centerline. The exact amount that needs to be dedicated will be determined through a survey.

ORDINANCE NO. 2021-907

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 4.37 ACRES OF REAL PROPERTY LOCATED AT 299 NORTH ROAD 1 WEST, FROM CL/AR-5 (COMMERCIAL LIGHT AND AGRICULTURAL/RESIDENTIAL – 5-ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1-ACRE MINIMUM).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley (the “Town”) Official Zoning Map for approximately 4.37 acres of real property located at 299 North Road 1 West (APN 306-23-045U), from CL/AR-5 (Commercial Light and Agricultural/Residential – 5-Acre Minimum) to SR-1 (Single Family Residential – 1-Acre Minimum) (the “Zoning Map Amendment”); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the “UDO”); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, and ARIZ. REV. STAT. § 9-462.01, the Town Council has, before adopting this Ordinance, considered the individual property rights and personal liberties of the residents of the Town, along with the probable impact of this Ordinance on the cost to construct housing for sale or rent in the Town.

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

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

Section 2: The Official Zoning Map is hereby amended for property consisting of approximately 4.37 acres, as described in Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by reference, to rezone the property from CL/AR-5 (Commercial Light and Agricultural/Residential – 5-Acre Minimum) to SR-1 (Single Family Residential – 1-Acre Minimum) (the “Zoning Map

Amendment”), to further divide the property into two or three parcels, subject to the following stipulation:

1. The property owner shall dedicate an approximately 15-foot wide portion of the property for use as right-of-way along North Road 1 West to ensure that a total of 40 feet is dedicated East of the centerline for the entire length of the property. The exact width to be dedicated will be determined through a survey.

Section 3: The Town Manager is directed, upon the effective date of this Ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4: If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5: The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of October, 2021.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2021-907 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on October 26, 2021, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2021-907

[Legal Description]

THE FOLLOWING DESCRIBED REAL ESTATE IS SITUATED IN YAVAPAI COUNTY, ARIZONA, TO WIT:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22 MARKED WITH A TOWN OF CHINO VALLEY BRASS MONUMENTS;

THENCE SOUTH 01° 40' 00" WEST (BASIS OF BEARING) 1324.77 FEET (1324.00 FEET RECORD) ALONG THE WESTERLY LINE OF SECTION 22;

THENCE NORTH 89° 41' 53" EAST 25.01 FEET TO A ONE-HALF INCH REBAR ON THE EASTERLY RIGHT-OF-WAY OF ROAD 1 WEST;

THENCE NORTH 01° 40' 00" EAST 313.24 FEET ALONG SAID RIGHT-OF-WAY TO THE TRUE POINT TO BEGINNING.

THENCE NORTH 01° 40' 00" EAST 263.10 FEET ALONG SAID RIGHT-OF-WAY TO A ONE-HALF INCH REBAR;

THENCE SOUTH 82° 16' 14" EAST 249.56 FEET TO A ONE-HALF INCH REBAR;

THENCE NORTH 84° 06' 00" EAST 495.16 FEET TO A ONE-HALF INCH REBAR;

THENCE SOUTH 10° 26' 00" WEST 245.28 FEET TO A ONE-HALF INCH REBAR;

THENCE SOUTH 12° 19' 21" EAST 94.94 FEET (SOUTH 12° 19' 00" EAST 95.00 FEET RECORD) TO A ONE-HALF INCH REBAR;

THENCE NORTH 81° 49' 40" WEST 364.59 FEET TO A ONE-HALF INCH REBAR;

THENCE NORTH 89° 42' 36" WEST 362.45 FEET TO THE TRUE POINT OF BEGINNING.

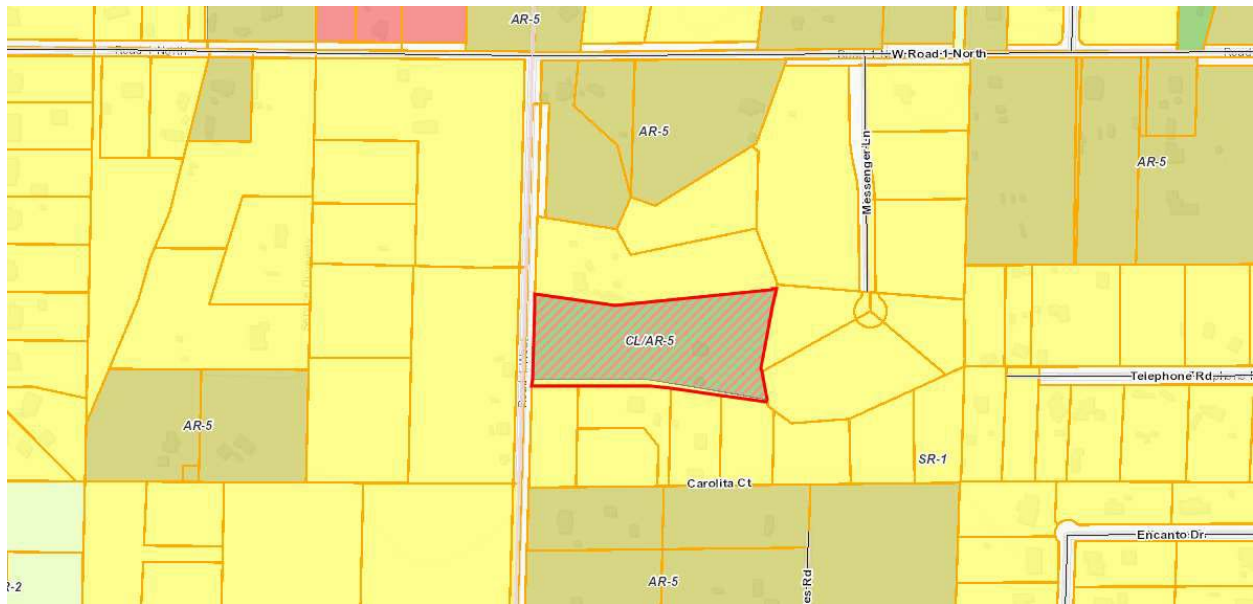
CONTAINING 4.37 ACRES MORE OR LESS.

PARCEL ID: 306-23-045U

EXHIBIT 2
TO
ORDINANCE 2021-907

[Zoning Exhibit]

Zoning Map





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 10/26/2021
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of staff presentation: None
Physical location of item: Perkinsville Rd between Rd 1 East and Angus Pl

AGENDA ITEM TITLE:

Consideration and possible action to award a contract to EPS Group, Inc. for the design of the Perkinsville Rd Water & Sewer Extension Project in the amount of \$206,800. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Award a contract to EPS Group, Inc. for the design of the Perkinsville Rd Water & Sewer Extension Project in the amount of \$206,800.

SITUATION AND ANALYSIS:

The scope of work includes the preparation of a Design Concept Report (DCR) and phased Plans, Specifications, and Estimate (PS&E) package to extend water and sewer mains from the intersection of Perkinsville Rd and North Road 1 East, westerly down Perkinsville Rd, crossing State Route 89, and then southerly down Angus Pl in order to serve the Hawksnest, Heritage Farms, and Eagle Crest Subdivisions. Lastly, the scope includes preliminary survey and design concept for analysis of future extensions to Road 1 West and the Northern Town Complex at Memory Park. EPS Group, Inc. was selected from the Town's on-call list and their proposed fee is as follows:

Meeting, calls, etc	\$6,400
Obtain and review existing data	\$3,250
Field Survey and Aerial Mapping	\$8,830
Water and Sewer Modeling	\$12,400
Reports	\$28,000
Schematic Plans and Cost Estimates	\$52,000
Construction Plans and Specifications (3 phases)	\$74,970
Permits / coordination	\$6,500
Bidding Packages including engineer's estimates (3 phases)	\$12,000
Phase 1 Bidding assistance	\$2,450
Total	\$206,800

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 22-82-5403

Available: \$206,800

Funding Source:

The project was budgeted in the Water and Sewer Capital Improvement Funds.

Attachments

PSA - Design Services for Perkinsville Rd. Water & Sewer Extensions Project

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EPS GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2021, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and EPS Group, Inc., an Arizona corporation (the “Consultant”).

RECITALS

- A. The Town is in need of design services for the design of the Perkinsville Road Water and Sewer Extension Project (the “Services”).
- B. Consultant possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 26, 2023, unless terminated as otherwise provided in this Agreement.
2. **Scope of Work.** Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.
3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$206,800 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.
4. **Payments.** The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

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

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

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

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

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

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

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and

against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

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

submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10

04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

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

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

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

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

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

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

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

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which

such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

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

15. Suspension of Work.

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

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

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled

to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

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

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the

Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

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

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

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

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

16.13 Offset.

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

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

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

If to the Town:	Town of Chino Valley 202 North State Route 89
-----------------	--

Chino Valley, Arizona 86323
Attn: Cecilia 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 refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying

such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

EPS Group, Inc.,
an Arizona corporation

By: _____

Name: _____

Title: _____

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

[Scope of Work and Fee Proposal]

The scope of work includes the preparation of a Design Concept Report (DCR) and phased Plans, Specifications, and Estimate (PS&E) package to extend water and sewer mains from the intersection of Perkinsville Road and North Road 1 East, westerly down Perkinsville Road, crossing State Route 89, and then southerly down Angus Place to serve the Hawksnest, Heritage Farms, and Eagle Crest Subdivisions. Lastly, the scope includes a preliminary survey and design concept to analyze future extensions to Road 1 West and the Northern Town Complex at Memory Park. The Town selected EPS Group, Inc. from the Town's on-call list, and their proposed fee is as follows:

Meeting, calls, etc	\$6,400
Obtain and review existing data	\$3,250
Field Survey and Aerial Mapping	\$8,830
Water and Sewer Modeling	\$12,400
Reports	\$28,000
Schematic Plans and Cost Estimates	\$52,000
Construction Plans and Specifications (3 phases)	\$74,970
Permits / coordination	\$6,500
Bidding Packages including engineer's estimates (3 phases)	\$12,000
Phase 1 Bidding assistance	\$2,450
Total	\$206,800



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 10/26/2021
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Economic Development
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2021-1195 awarding the Economic Strengths Project Grant between Arizona Department of Transportation on behalf of the state of Arizona and the Town of Chino Valley, in the amount of \$400,000. (Maggie Tidaback, Economic Development Project Manager)

RECOMMENDED ACTION:

Approve Resolution No. 2021-1195 awarding the Economic Strengths Project Grant between Arizona Department of Transportation on behalf of the state of Arizona and the Town of Chino Valley, in the amount of \$400,000.

SITUATION AND ANALYSIS:

The Economic Strengths Project grant is offered through the Arizona Department of Transportation on behalf of the State of Arizona. This is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The grant will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following:

- Significantly increase the number of new jobs;
- Foster significant private capital investment; and
- Otherwise make a significant contribution to the regional economy, particularly in base industries.

The Town's current CIP (Capital Improvement Plan) includes constructing water, sewer, road, and additional infrastructure. "Year One" of the CIP consists of reconstructing 780 linear feet plus of Rodeo Drive, located in the center and entrance of the business park. Phase One of the project has been approved by Council and is currently underway. Staff applied for funds to supplement Town funding of Water, Sewer and Roads projects at Old Home Manor.

Chino Valley was awarded \$400,000 for the Old Home Manor project. Once accepted by Council the funds will be available to apply to the project.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 21-78-5401

Available: 1,600,000

Funding Source:

Phase One of the project was budgeted this fiscal year in the Roads Capital Improvement Fund. The Town will have a grant match of \$553,055.

Attachments

RES - 2021-1195 - Economic Strengths Project Grant with exhibit

RESOLUTION NO. 2021-1195

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE ECONOMIC STRENGTH PROJECT GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION REGARDING “YEAR ONE” RODEO DRIVE RECONSTRUCTION AT THE CHINO VALLEY BUSINESS PARK AT OLD HOME MANOR.

WHEREAS, the Economic Strength Project (ESP) is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth; and

WHEREAS, the Town’s “Year One” Rodeo Drive Reconstruction project at the Chino Valley Business Park at Old Home Manor is a qualifying project projected to accomplish one or more of the following: (i) retain a significant number of jobs; (ii) significantly increase the number of new jobs; (iii) foster significant private capital investment; or (iv) otherwise make a significant contribution to the regional economy; and

WHEREAS, the Mayor and Council of the Town of Chino Valley desires to accept the ESP Grant Agreement.

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

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

SECTION 2. The ESP Grant Agreement regarding the “Year One” Rodeo Drive Reconstruction project at the Chino Valley Business Park at Old Home Manor (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference, and all prior acts by Town representatives related to the Agreement are hereby ratified.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of October, 2021.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1195 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on October 26, 2021, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2021-1195

[Agreement]

See following pages.

 Initial here to indicate content has been reviewed and Agreement is ready to be signed.

 Initial here to indicate content has been reviewed and Agreement is ready to be signed.

Agreement / CAR Number	GRT-21-0008385-T
AG Contract Number	P0012013003419
AFIS Vendor Number & Address Code	IV0000041379 I002
AFIS Program/Phase Eligible From Date Eligibility Expiration Date Project Details	Refer to Exhibit A

Encumbrance Created

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
Town of Chino Valley

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-7281, is entered into _____ between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE or ADOT, and the Town of Chino Valley a Local Government agency herein referred to as the RECIPIENT. The STATE, ADOT, and the RECIPIENT are collectively referred to as the “Parties”, and individually as STATE, ADOT, RECIPIENT, and “Party”.

I. RECITALS

- 1) ADOT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2) RECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.
- 3) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements. The STATE and the RECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of State Economic Strength Project Funds and carried out according to this Agreement and under the applicable sections of ARS 28-7282 et seq.
- 4) Exhibit B: Program Description and Contact Information provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement. All the contacts needed for processing or communications are also provided.
- 5) Exhibit C: Responsibility Matrix delineates key requirements specific to roles. The STATE and the RECIPIENT desire defining their respective responsibilities related to the expenditure and reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.

- 6) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to RECIPIENT procurement in this Agreement.
- 7) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.
- 8) Exhibit F: Disadvantaged Business Enterprise (DBE) Requirements provides mandatory DBE requirements.
- 9) Exhibit G: Insurance (Risk Management) Requirements provides mandatory insurance requirements.
- 10) Exhibit H: Language Modifications for Tribes, Nations, and Native American Communities provides exceptions, exemptions, and language variations for Agreements with Tribes, Nations, or Native American Indian Communities.
- 11) The RECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 12) RECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by RECIPIENT shall be indicated in and deducted from request for reimbursement.
- 13) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.
- 14) The State has the authority to re-distribute Award if the signed Agreement is not received by the program required deadline, or if applicable cash Match (if required) is not received, so that the Agreement may be executed within 90 calendar days from the date that Exhibit A documenting Award is distributed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

- 1) RECIPIENT shall provide specific services or activities related to eligible funding, herein called the PROJECT in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as described in Exhibit B and the PROJECT description and Award described in Exhibit A.
- 2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program.

- 3) PROJECT Award is limited to the quantity, description, and/or pricing of the items identified in Exhibit A. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement or incurring expenses. Approvals will result in a modified Exhibit A being issued. For PROJECT Award items being procured by ADOT, actual pricing that exceeds the estimate on Exhibit A and requiring additional MATCH will be confirmed with the RECIPIENT prior to purchase.
- 4) RECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the “Expenses Eligible from Date” and must occur prior to the “Eligibility Expiration Date” established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible.
- 5) Authorized PROJECT-appropriate expenses and costs associated with the PROJECT Award, supported by receipts and other suitable and appropriate documentation, and incurred within the Exhibit A established data range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 30 calendar days after the calendar quarter within which the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager. Extensions must be documented on a Modified Exhibit A.

III. RESPONSIBILITIES

1) ADOT or its assignees will:

- a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.
- b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- c. Assure funding is available to reimburse invoices submitted no later than 30 calendar days beyond the Eligibility Expiration Date of the Project unless the project is moved to an inactive status because no invoicing has been received for two consecutive calendar quarters.
- d. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 calendar days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.
- e. Communicate with RECIPIENT as necessary to facilitate program compliance and procedural efficiency.

2) RECIPIENT will:

- a. Administer the grant from award to closeout.
- b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.

- c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.
- d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that the RECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project.
- e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.
- f. Ensure that matching funds qualify under Program requirements and submit payment of Grant required MATCH or other fees as indicated in Exhibit A upon demand by the STATE.
- g. Comply with all terms of the Grant Program in accordance with the RECIPIENT application(s) and statutes in effect at the time of application or subsequently revised and incorporated herein by reference.
- h. Perform all tasks designated on the Responsibility Matrix. Copy the Arizona Corporation Commission (ACC) Project Manager on all progress or status reports from the matrix.
- i. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.
- j. Communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.
- k. In the event of an accident involving any equipment funded under this Agreement, the RECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Finance & Administration Manager (see Exhibit B) electronically via email. Any insurance proceeds received when project property has been lost or damaged, the grantee shall a) apply those proceeds to the cost of replacing the damaged or destroyed project property taken out of service or b) return an amount equal to the remaining STATE interest in the lost, damaged, or destroyed project property. The RECIPIENT agrees to request from and adhere to guidance from the ADOT Project Manager regarding which option shall be followed.
- l. Communicate with STATE as necessary to facilitate program compliance and procedural efficiency.
- m. Provide all required reports required by Program requirements or as requested by ADOT in a timely manner and as required by the STATE.
- n. Ensure users of PROJECT equipment and/or services meet applicable regulations and statutes.

- o. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- p. Comply with Performance Measure requirements when and as established or as designated by the STATE for its compliance.
- q. Comply with Cross-Cutting requirements for asset management plans and reporting of asset inventory and condition information when and as established by the STATE.
- r. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.
- s. Report to the STATE as required by the program but at a minimum so that payments may be completed quarterly on the Billing Summary and Reimbursement form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed in Exhibit A, as authorized and allowable under the grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation.

The final invoice for each State Fiscal Year for all work completed through June 30 each year shall be submitted no later than July 15 each year. In the event this deadline cannot be met, the RECIPIENT shall communicate with the MPD Finance Manager to establish a deadline for submission. Invoices received after the deadline for submission may be deemed non-reimbursable.

In the event that no expenditures occurred during a calendar quarter, submit a progress report to the ADOT Project Manager and explain the delay in the Project or reason for no billable charges. Projects with no billable activities for two consecutive quarters may be placed in an inactive status without this evidence.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the RECIPIENTS federal cognizant agency and accepted by ADOT as indicated on Exhibit A.
- Be necessary and reasonable for proper and efficient performance and administration of the Project;
- Be an eligible expense under program regulations and requirements;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Be excluded as a cost or not used to meet cost sharing or matching requirements of any other award in either the current or a prior billing period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

- t. Submit program required reports of procurement activities according to the section labeled: **PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS** and submit reports of contract activities via email in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is RECIPIENT responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORS and SUBCONTRACTORS for use of grant funds shall incorporate the provisions contained herein.
- 2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction plus 36 months after Project completion.

This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) calendar days written notice to the other party.

- 3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated by signature on the modified Exhibit A by an authorized signatory from the RECIPIENT.
- 4) **Match:** Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and MATCH indicated. Without advance approval, RECIPIENT is responsible for all of the increased price or quantity procured.

In the event that this Agreement is terminated after matching and/or fee funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted fees may be non-refundable, depending on the purpose of the fees except when this Agreement is terminated by ADOT or the STATE at no fault of the RECIPIENT.

In circumstances where the RECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient or program.

- 5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the

event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 6) **Statutory Compliance:** All parties shall comply with all applicable federal, state, and local requirements including all applicable provisions of A.R.S. 28-7281 through 28-7286 et seq. and other applicable regulations where and when relevant.
- 7) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511. The cancellation shall be effective when notified by the Department.
- 8) **Recordkeeping:** All RECIPIENTS and/or their CONTRACTORS and the parties shall retain all data, books, and other records relating to this Agreement for a period of five (5) years after completion of the Agreement. Completion of the Agreement means the awarded Project is completed or has been cancelled, all stated obligations and requirements have been met, all financial transactions are processed, and all required reporting has been completed. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214.
- 9) **Audit:** The administration of resources awarded by ADOT to the RECIPIENT may be subject to audits and/or monitoring by ADOT including but not be limited to: on-site visits by ADOT staff or designees, and limited scope audits. By entering into this Agreement, the RECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the RECIPIENT is appropriate, the RECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the RECIPIENT regarding such audit. The RECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the RECIPIENT to monitor their sub-recipients.

The RECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contact information, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contract information and status of findings will also be reported to ADOT.

If the RECIPIENT fails to take corrective action, ADOT will make a determination to:

- a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the RECIPIENT of disallowed costs, or
- b. take other action as determined appropriate.

If the RECIPIENT has not completed corrective action, a timetable for follow-up should be provided with an explanation and specific reasons for non-completion.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted shall be submitted to SingleAudit@azdot.gov.

Copies of written communication between the RECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the RECIPIENT directly to SingleAudit@azdot.gov.

- 10) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statute 12-1518.
- 11) **Third Party Antitrust Violations:** The RECIPIENT assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the RECIPIENT toward fulfillment of this Contract.
- 12) **Immigration:** To the extent applicable under Arizona Revised Statutes Section §41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section §23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 13) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the RECIPIENT or STATE without penalty or recourse.
- 14) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.
- 15) **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this

Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

- 16) **Title VI of the Civil Rights Act of 1964.** ADOT and its RECIPIENTS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act and shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259). Refer to Exhibit E for requirements in contracting and procurement.
- 17) **Israel Boycott Not Permitted.** The RECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 18) **Duplicate Funding Not Permitted.** The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Town of Chino Valley

**STATE OF ARIZONA
Arizona Department of Transportation**

By

Cindy Blackmore, Town Manager

By

Gregory Byres, Division Director
Multimodal Planning Division

Date Signed

Date Signed

APPROVAL OF THE LEGAL NAME OF AGENCY

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the Town of Chino Valley and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Chino Valley under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED _____

Andrew McGuire, Town Attorney

Attorney for the Town of Chino Valley



Office of the Arizona Attorney General

MARK BRNOVIC
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012013003419 (**MPD Agreement No. GRT-21-0008385-T**), an Agreement between the State of Arizona and _____ has been reviewed pursuant to A.R.S. § 28-7281 _____, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:

MARK BRNOVICH
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

Exhibit A
PROJECT AWARD DESCRIPTION

Award Description	Local Cash Match ¹ on Eligible Costs	Grant Award of ESP-Eligible Project Costs	Total Eligible Costs (Match + ESP-Eligible Costs)	ESP-Ineligible Project Costs ²	Total Estimated Project Cost (Match + ESP-Eligible + ESP-Ineligible Costs)
AFIS Program/Phase GCV2101C “Year One” Rodeo Drive Reconstruction	\$553,055.00	\$400,000.00	\$953,055.00	\$751,820.00	\$1,074,875
Eligible From Date	Agreement Execution Date		Eligibility Expiration Date for Reimbursements ³		18 months from Agreement Execution Date
The project will accomplish "Year One" Rodeo Drive Reconstruction @Chino Valley Business Park at Old Home Manor					
¹ You may not use Federal funds as Match for this grant. Cash match must be at least 10% of the Eligible Project Costs. The amount of eligible costs incurred beyond the ESP Grant is the responsibility of the RECIPIENT and may exceed 10%. ² These are costs that were not awarded for reimbursement from this ESP Grant but will be incurred as part of the total Project costs. ³ See Section II Scope, item (5) for final invoice deadlines. See Section IV, Miscellaneous item (2) for agreement completion.					

Eligible Project Costs include but are not limited to:

- Public highway construction and/or reconstruction
- Turn Lanes
- Acceleration/deceleration lanes
- Utility placement within the public right of way that is a component of the overall public highway construction project
- Curb and gutter and/or other drainage construction associated with the overall public highway construction project

Costs ineligible for reimbursement or use as a match include but are not limited to:

- Application preparation
- Routine maintenance and rehabilitation
- Landscaping
- Beautification
- Construction of areas not designated for vehicular traffic such as sidewalks, etc.
- Work done on private property
- Signage for private companies
- Contingency fees
- Property purchase or easements
- Roadway and highway design and engineering
- Work done prior to the effective date of the ESP agreement
- Grant administration

EXHIBIT B
PROGRAM DESCRIPTION and CONTACT INFORMATION
Economic Strength Projects Grant Program
State of Arizona Highway User Revenue Fund 100%

The ESP is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The ESP will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following: (i) retain a significant number of jobs, (ii) significantly increase the number of new jobs, (iii) foster significant private capital investment and (iv) otherwise make a significant contribution to the regional economy, particularly in base industries.

Administration of the ESP is shared between the Arizona Commerce Authority (ACA) and the Arizona Department of Transportation (ADOT). After initial screening by the ACA of eligible Projects and a recommended priority ranking of eligible Projects by the ACA's Rural Business Development Advisory Council (RBDAC), ADOT is charged with the final selection of approved Projects and with the contractual and financial administration of the Program. Further, see RFP Sections 3.1 and 4.1 and A.R.S. §§ 41-1505(E) and 28-7286(A).

Available Funding

Funding for the Program is allocated to ADOT through the Highway User Revenue Fund. The total amount available for grants pursuant to the ESP is \$1,000,000. The ACA and ADOT reserve the right to award less than \$1,000,000 in ESP grants depending on, among other considerations, the number and quality of Project proposals ("Proposals") received. Unallocated Program funds may be available for use in future Economic Strength Grant Project funding rounds. A single ESP grant award cannot exceed \$500,000. There is no prescribed minimum ESP grant award. The ACA and ADOT may choose to make one or more ESP grant awards.

Eligible Applicants

Applicants eligible for the ESP are as follows:

- Arizona incorporated cities and towns with populations of less than 150,000 (based on U.S. Census Bureau 2010 population data) not contiguous with or situated within a Metro Area
- Arizona counties with populations of less than 750,000 (based on U.S. Census Bureau 2010 population data)
- Federally recognized Indian tribes situated in Arizona.

STATE Contact Information				
ADOT MPD	Agreement Contact	Reimbursement Contact	ADOT Project Manager	ACC Project Manager
Name	Sally J. Palmer	Angela Estrada	Ungyo (Lynn) Sugiyama	Keith Watkins
Title	Contracts Program Manager	Senior Accountant	Economic Strength Program Manager	Sr. VP of Economic and Rural Development
Email	SPalmer@azdot.gov	ARingorEstrada@azdot.gov	LUngyoSugiyama@azdot.gov	keithw@azcommerce.com
Phone	602-712-6732	602-712-8316	602-712-6883	602-845-1278
Invoice Submissions	MPDInvoice@azdot.gov			
Mailing Address	Arizona Department of Transportation			
	Multimodal Planning Division			
	Mail Drop 310B			
	206 S. 17th Avenue			
	Phoenix, AZ 85007			

RECIPIENT Contact Information			
Contact info from Application	Contract Legal Signatory <i>Authorized to Execute Agreement</i>	Attorney Contact <i>Sign Determination (Agreement in proper form and within the powers and authority granted)</i>	Project Manager <i>Reviews Agreement Content and Starts signature process; Responsible for Managing Project and Tracking Progress</i>
Name	Cindy Blackmore	Andrew McGuire	MaggieTidaback
Title	Town Manager	Town Attorney	Economic Development Project Manager
Email	cblackmore@chinoaz.net	amcguire@gustlaw.com	mtidaback@chinoaz.net
Phone	928.636.2646 x1202	602.257.7664	928.636.2646 x1201
Contact info from Application	Risk Manager OR Insurance Agent OR Broker <i>Signs Insurance Checklist and provides Insurance Documents</i>	Agreement Contact <i>Receives Executed Agreement for Official Agency Records (Optional)</i>	Accounting Contact <i>Receives Executed Agreement for Funding and Billing Records; Point of Contact for Questions on Billing (Optional)</i>
Name	Laura Kyriakakis	MaggieTidaback	Joe Duffy
Title	Human Resource Director	Economic Development Project Manager	Administrative Services Director
Email	lkyriakakis@chinoaz.net	mtidaback@chinoaz.net	jduffy@chinoaz.net
Phone	928.636.2646 x1204	928.636.2646 x1201	928.636.2646 x1211
Mailing Address	202 N. State Route 89		
	Chino Valley, AZ 86323		
Remittance Address	PO Box 406 - Attn: Accounts Payable		
	Chino Valley, AZ 86323		

EXHIBIT C
RESPONSIBILITY MATRIX

Actions (not all-inclusive list)	RECIPIENT Responsibility	STATE / ADOT Responsibility
Agreement Reviews / Approval	Submit to attorney for review prior to presentation to the governing body; Governing body must take appropriate action to approve the IGA and provide evidence of said action	Draft and send to Awarded Recipient
Match Approval	Where required, obtain official approval/vote and submit to ADOT Contract Program Manager within 90 calendar days of notice of award, identifying original source (federal agency, local revenue, not-for-profit, for-profit.)	Review/Approve as eligible; Maintain Documentation
Execute Agreement	Sign Agreement and return within 60 calendar days of receipt	Execute Agreement within 90 calendar days from award of grant.
Procurement	Procure according to rules established in the Agreement.	Determine applicable procurement laws, rules, and regulations
Expenditures	Expenditures are only eligible upon the execution date of the Agreement and must be incurred within 18 months	Review/Approve as eligible and within permissible timeframe
Reimbursement Requests	Submit the first reimbursement request no later than 8 months after the effective date of the Agreement. Submit Reimbursement/Billing Summary form and adequate support documentation to MPDInvoice@azdot.gov	PM - Review and Approve/Reject within 7 calendar days; Grant Accountant - process payments within 14 calendar days from receipt
Match	Allocate at least 10% match to qualifying project costs on every reimbursement request, identifying fund source	Review/Approve as eligible. Grant funds from other State-funded programs, including the ACA's Rural Economic Development Grant ("REDG"), are ineligible as matching funds
Progress Reports	Submit within 20 calendar days after the close of each calendar quarter	Determine content and provide the forms. Track project outcomes relative to goals
Annual Outcome Report	Provide an annual outcome report for a period of 36 months	Track project outcomes relative to goals
Compliance	Comply with all applicable terms and conditions as stipulated in the Agreement and in the application guide.	Oversight & Contract Administration

EXHIBIT D
PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the RECIPIENT is authorized to procure Project construction services, RECIPIENT is responsible for following all procurement requirements established in the Agreement, by the Program, and applicable Arizona Revised Statutes. Include applicable contract provisions in every third-party contract and purchase order.

In the event that zero federal monies will be used as match and this project is not within the bounds of an existing federally funded project:

1. If the recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code. In the event the State Procurement Code has not been adopted, the recipient must reconcile the differences between local procurement rules and the State Procurement Code and receive authorization to proceed under local rules.
2. If the recipient has completed procurement self-certification processes through ADOT, the recipient shall follow the certified procurement rules.

In the event this project is within the bounds of an existing federally funded project, procurement of the portion of the project funded by these ESP dollars must be procured as required under the federally-funded project's requirements except that:

1. If the recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then it shall apply.
2. All other recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq. Contract provisions are available from <http://www.ecfr.gov>.
3. The regulations required by the federal funding agency shall be adhered to explicitly. The recipient must locate the federal funding agency required procurement requirements and contract provisions For example: FHWA procurement requirements can be linked to at: <http://www.fhwa.dot.gov/construction/> and contract provisions are located at: <http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>

EXHIBIT E
DISCRIMINATION & TITLE VI REQUIREMENTS
(REV 032018)

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the RECIPIENT is herein notified of such. Additionally, the RECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

*The **Arizona Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such

direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(REV 04022018)

Exhibit F does not apply to this Grant Agreement because there is no ADOT provided federal funding.

EXHIBIT G
INSURANCE (RISK MANAGEMENT) REQUIREMENTS
For Projects that Include Construction
(Effective 12/02/2020)

Indemnification: To the fullest extent permitted by law, the RECIPIENT shall defend, indemnify, and hold harmless The State of Arizona, and its departments, agencies, boards, commissions, universities, Officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the RECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such RECIPIENT to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the willful acts or omissions of the Indemnitee, be indemnified by the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the RECIPIENT for the State of Arizona.

In addition, should a Recipient utilize a contractor(s) and subcontractor(s), the indemnification clause between the Recipient and its contractor(s) and subcontractor(s) shall include the indemnification clause above.

INSURANCE REVIEW: RECIPIENT must complete and sign the *ADOT ESP GRANT INSURANCE CHECKLIST* and submit to mlb_mpd@azdot.gov the completed checklist and required evidence of insurance or self-insurance for Risk Management review. Risk Management will review for compliance and notify the RECIPIENT of acceptance or deficiencies which require corrective action and resubmission until acceptance is received.

Proper permits must be obtained to conduct business or work on ADOT's right of way when applicable.

Minimum insurance requirements applicable to RECIPIENT and Contractors:

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. As required by this written agreement, policies or evidence of self-insurance shall be endorsed to include the State of Arizona and the Arizona Department of Transportation as additional insured with respect to liability arising out of all activities performed by, or on behalf of the RECIPIENT. (Workers Compensation is exempt from this requirement)
2. Policies or evidence of self-insurance shall waive subrogation in favor of the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the RECIPIENT, as required by this written agreement.

Additional Insurance Requirements

The policies or evidence of self-insurance shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. RECIPIENT's policies or evidence of self-insurance, as applicable, shall stipulate that the insurance or self-insurance required under this Agreement shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Insurance or self-insurance provided by the RECIPIENT shall not limit liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies or coverage required within the Insurance Requirements of this Contract, RECIPIENT's insurance or self-insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, the RECIPIENT must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers

RECIPIENT's insurance policies shall be placed with companies licensed in the State of Arizona or hold

approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

RECIPIENT shall furnish the State of Arizona with Certificates of Insurance (valid ACORD form or equivalent approved by the State of Arizona) with the required endorsements / relevant policy sections OR evidence of self-insurance to establish compliance with requirements herein. An authorized representative shall sign the Certificate(s) or evidence of self-insurance.

1. Certificates and endorsements/relevant policy sections, or evidence of self-insurance must be received by the State before work commences. The State's receipt of evidence of insurance or self-insurance that does not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy or self-insurance required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies or self-insurance as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates or evidence of self-insurance required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the Certificate of Insurance or evidence of self-insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Contractors/Subcontractors

Recipient's Certificate(s) shall include all contractors/subcontractors as insured under its policies or Recipient shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each Contractor. **All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above.** The Department reserves the right to require, at any time throughout the life of this contract, proof from the Recipient that its contractors/subcontractors have the required coverage.

Approval and Modifications

ADOT, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

If the Recipient is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Initials indicate acknowledgement of Insurance Document & Checklist submission requirements.



ADOT ESP GRANT INSURANCE CHECKLIST

INSTRUCTIONS/TIPS/INFORMATION TO EASE THE INSURANCE PROCESS

- As soon as possible, share this Checklist and the insurance requirements in your Agreement with your risk manager, insurance broker, or insurance agent
- Gather the documents described at each checkbox below (you must provide ADOT with a copy of each)
- Sign the Checklist, attach required documents, and submit by email to your ADOT Project Manager

CERTIFICATE OF INSURANCE (OR EVIDENCE OF SELF-INSURANCE)

☐ Certificate of Insurance

OR

☐ Evidence of self-insurance (include required additional insured, waiver, primary/non-contributory language)

Recipient Initials _____

**Certificate Holder should read: The State of Arizona or ADOT, 1324 N. 22nd Ave., Phoenix, AZ 85009*

COMMERCIAL GENERAL LIABILITY

- ☐ Additional Insured endorsement form / policy section / self-insurance language for Ongoing Operations
- ☐ Additional Insured endorsement form / policy section / self-insurance language for Completed Operations
- ☐ Waiver of Subrogation endorsement form / policy section / self-insurance language
- ☐ Primary and Non-Contributory endorsement form / policy section / self-insurance language

Recipient Initials _____

AUTO LIABILITY

- ☐ Additional Insured endorsement form / policy section / self-insurance language
- ☐ Waiver of Subrogation endorsement form / policy section / self-insurance language

Recipient Initials _____

WORKER'S COMPENSATION

- ☐ Waiver of Subrogation endorsement form or self-insurance language

Recipient Initials _____

Recipient Representative Signature: _____ Date: _____

EXHIBIT H
LANGUAGE MODIFICATIONS
for Tribes, Nations, and Native American Communities

Exhibit H does not apply to this Grant Agreement.

Certificate Of Completion

Envelope Id: F593E743E66649ACBC3D25B372BF278E

Status: Sent

Subject: Please DocuSign this Economic Strength Project (ESP) Agreement GRT-21-0008385-T

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 6

Initials: 2

Sally J. Palmer

AutoNav: Enabled

206 S 17th Ave

Enveloped Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

SPalmer@azdot.gov

IP Address: 64.207.219.73

Record Tracking

Status: Original

Holder: Sally J. Palmer

Location: DocuSign

9/27/2021 9:40:33 AM

SPalmer@azdot.gov

Signer Events**Signature****Timestamp**

Ungyo Lynn Sugiyama

LUngyoSugiyama@azdot.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/27/2021 9:51:45 AM

Viewed: 9/27/2021 10:31:40 AM

Signed: 9/27/2021 10:42:58 AM

Signature Adoption: Pre-selected Style

Using IP Address: 71.223.121.197

Electronic Record and Signature Disclosure:

Accepted: 9/27/2021 10:31:40 AM

ID: 5697afaa-24ca-4a45-8e64-c44053c2ee96

Maggie Tidaback

mtidaback@chinoaz.net

Security Level: Email, Account Authentication
(None)

Sent: 9/27/2021 10:43:01 AM

Viewed: 9/27/2021 11:21:21 AM

Signed: 9/27/2021 11:23:19 AM

Signature Adoption: Pre-selected Style

Using IP Address: 75.167.186.108

Electronic Record and Signature Disclosure:

Accepted: 9/27/2021 11:21:21 AM

ID: 01b1f340-dfe6-4ec8-ab4c-832e0ab45440

AG Determination Processor

trncontracts@azag.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/27/2021 11:23:21 AM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2021 10:47:06 AM

ID: 64485dd1-1450-4a44-a45a-e3598a5be536

Susan Davis, Assistant Attorney General

Susan.Davis@azag.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/25/2021 2:18:04 PM

ID: ab6e8ae8-cee1-40a1-9e7c-51bf9745e9bb

Andrew McGuire, Town Attorney

amcguire@gustlaw.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/22/2021 9:42:36 AM

ID: e4750cd6-aabb-43ca-a114-66a2462ee4bb

Signer Events	Signature	Timestamp
Cindy Blackmore, Town Manager cblackmore@chinoaz.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Laura Kyriakakis, Human Resources Director lkyriakakis@chinoaz.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gregory Byres, Division Director GByres@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
MPDAuthorization mpdauthorization@azdot.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/15/2021 1:48:43 AM ID: 73e73d00-5073-48d4-892d-c70ae2f470dc		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Debra Carlson DCarlson@azdot.gov ADOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/27/2021 9:51:44 AM
Joe Duffy, Administrative Services Director jduffy@chinoaz.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Maggie Tidaback, Economic Development Project Manager mtidaback@chinoaz.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 9/27/2021 11:21:21 AM ID: 01b1f340-dfe6-4ec8-ab4c-832e0ab45440		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/27/2021 9:51:45 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. d.

Meeting Date: 10/26/2021
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Financial Report for the three months ending September 30, 2021. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Approve Financial Report for the three months ending September 30, 2021.

SITUATION AND ANALYSIS:

The Finance Department prepares Financial Reports for the Mayor, Council, Staff and Community.

Upon Council approval, the reports will be posted on the Town's website.

The report includes the following sections:

Revenue and Expense Summary - This section details the Revenues and Expenditures of each fund. Comparing the year to date figures to the current year's annual budget and the prior year's month to date figures.

Major Revenue Summary - This section details the year to date figures for the Town's eight major revenue sources that account for 75% of the Town's Revenue.

Other Information - This section details other pertinent financial and statistical information including the amount of Contingencies Fund that have been allocated this fiscal year and a debt summary.

The Finance Director will supplement these reports with periodic presentations and other information throughout the fiscal year.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments	
Sept 21 Finanical Report	

Town of Chino Valley

Arizona

Financial Report



To The Town Council

For the Three Months Ending September 30, 2021 25% of the Fiscal Year*

*** Tentative and Preliminary prior to annual audit**

Town of Chino Valley							
Revenue and Expense Summary							
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*							
				Actual vs Prior Year			
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22		Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
GENERAL FUND							
General Fund Revenues by Category							
Franchise Taxes	\$ 8,277	\$ 4,257		\$ (4,020)	-49%	\$ 132,000	3%
Tax Revenues	\$ 1,664,237	\$ 1,844,704		\$ 180,467	11%	\$ 7,169,000	26%
Licenses & Permits	\$ 203,451	\$ 106,799		\$ (96,652)	-48%	\$ 544,500	20%
Intergovernmental	\$ 1,942,640	\$ 1,108,598		\$ (834,042)	-43%	\$ 4,205,500	26%
Charges for Services	\$ 5,195	\$ 27,614		\$ 22,419	432%	\$ 127,000	22%
Fines and Forfeitures	\$ 25,149	\$ 27,615		\$ 2,466	10%	\$ 166,500	17%
Other Revenues	\$ 5,525	\$ 37,455		\$ 31,930	578%	\$ 6,000	624%
Contributions and Donations	\$ -	\$ 996		\$ 996	#DIV/0!	\$ 1,500	66%
Investment Earnings	\$ 1,259	\$ 294		\$ (965)	-77%	\$ 5,000	6%
Transfers In	\$ 100,000	\$ 100,000		\$ -	0%	\$ 400,000	25%
Total Revenues	\$ 3,955,733	\$ 3,258,332		\$ (697,401)	-18%	\$ 12,757,000	26%
Total revenues for the General Fund are down \$697,401 or 18% over the previous fiscal year primarily due to receiving AZ Cares Act Funding last fiscal year. Total Tax Revenues are up 11% primary due to increased sales tax collections. Intergovernmental Revenues are down 43% due to the Arizona Cares Act receipt of \$503,460 received last fiscal year. Licenses and Permits are down 48% reflecting a decrease in Building Permits and Plan Check Fees.							

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*						
				Actual vs Prior Year		
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22	Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 26,122	\$ 29,609	\$ 3,487	13%	\$ 133,700	22%
Town Clerk	\$ 62,758	\$ 52,972	\$ (9,786)	-16%	\$ 300,800	18%
Town Manager	\$ 93,278	\$ 120,819	\$ 27,541	30%	\$ 501,000	24%
Human Recourses	\$ 60,218	\$ 74,209	\$ 13,991	23%	\$ 283,300	26%
Municipal Court	\$ 67,808	\$ 66,546	\$ (1,262)	-2%	\$ 336,700	20%
Finance	\$ 111,246	\$ 114,666	\$ 3,420	3%	\$ 491,700	23%
Management Information Systems	\$ 56,431	\$ 60,948	\$ 4,517	8%	\$ 391,300	16%
Mayor and Council	\$ 11,005	\$ 10,925	\$ (80)	-1%	\$ 51,200	21%
Planning	\$ 31,229	\$ 69,529	\$ 38,300	123%	\$ 337,700	21%
Building Inspection	\$ 61,439	\$ 76,747	\$ 15,308	25%	\$ 400,500	19%
Police	\$ 879,731	\$ 883,907	\$ 4,176	0%	\$ 3,705,700	24%
Animal Control	\$ 36,121	\$ 42,804	\$ 6,683	19%	\$ 209,400	20%
Recreation	\$ 37,253	\$ 48,521	\$ 11,268	30%	\$ 157,650	31%
Library	\$ 81,574	\$ 81,325	\$ (249)	0%	\$ 400,500	20%
Senior Center	\$ 71,638	\$ 85,170	\$ 13,532	19%	\$ 346,400	25%
Parks Maintenance	\$ 147,415	\$ 163,232	\$ 15,817	11%	\$ 903,200	18%
Aquatic Center	\$ 25,372	\$ 79,132	\$ 53,760	212%	\$ 343,800	23%
Facilities Maintenance	\$ 106,556	\$ 90,101	\$ (16,455)	-15%	\$ 613,800	15%
Fleet Maintenance	\$ 33,322	\$ 58,031	\$ 24,709	74%	\$ 290,150	20%
Engineering	\$ 119,318	\$ 71,212	\$ (48,106)	-40%	\$ 533,700	13%
Customer Service	\$ 95,593	\$ 8,689	\$ (86,904)		\$ 38,300	23%
Non Departmental	\$ 283,704	\$ 710,257	\$ 426,553	150%	\$ 3,194,100	22%
Total Expenditures	\$ 2,499,131	\$ 2,999,351	\$ 500,220	20%	\$ 13,964,600	21%
Total Revenue Over (Under) Total Expenditures	\$ 1,456,602	\$ 258,981	\$ (1,197,621)		\$ (1,207,600)	
GENERAL FUND (Continued)						
Total General Fund Expenditures are up \$500,220 or 20% compared to last fiscal year due to increased transfers from the General Fund to the Roads Capital Improvement Fund. Each department should be under 25% of budget. In total General Fund Departments are at 21% of their budget.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*						
				Actual vs Prior Year		
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22	Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 287,223	\$ 317,949	\$ 30,726	11%	\$ 1,073,000	30%
Transfers From General Fund					\$ -	
Expenditures						
Road Maintenance	\$ 414,212	\$ 410,024	\$ (4,188)	-1%	\$ 1,995,500	21%
Total Revenue Over (Under) Total Expenditures	\$ (126,989)	\$ (92,075)	\$ 34,914		\$ (922,500)	
Total Hurf Fund Revenues are up 11% over the prior fiscal year. Expenditures are down slightly.						
WATER ENTERPRISE FUND						
Total Revenues	\$ 338,880	\$ 254,025	\$ (84,855)	-25%	\$ 939,000	27%
Expenditures						
Water Utility Operations	\$ 192,814	\$ 192,056	\$ (758)		\$ 749,800	
Debt Service/Reserve		\$ 55,000	\$ 55,000		\$ 73,000	
Water System Acquisition						
Total Expenditures	\$ 192,814	\$ 247,056	\$ 54,242	28%	\$ 822,800	30%
Total Revenue Over (Under) Total Expenditures	\$ 146,066	\$ 6,969	\$ (139,097)		\$ 116,200	
Total Water Enterprise Fund Revenues are down 25% due to a 10% decrease in water service fee revenue primarily due to a good monsoon season. In line with the decreased building permit activity there was a 62% decrease in Water Buy In Fees compared to last fiscal year. Total expenditures are up 28% due to transfers to the Water Capital Improvement Fund.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 588,276	\$ 469,197	\$ (119,079)	-20%	\$ 2,142,000	22%
Expenditures						
Sewer	\$ 208,825	\$ 313,162	\$ 104,337		\$ 1,364,300	
Debt Service/Reserve/Capital			\$ -		\$ 878,100	
Total Expenditures	\$ 208,825	\$ 313,162	\$ 104,337	50%	\$ 2,242,400	14%
Total Revenue Over (Under) Total Expenditures	\$ 379,451	\$ 156,035	\$ (223,416)		\$ (100,400)	
Total Sewer Enterprise Fund Revenues are down due to a 87% decrease in Sewer Buy In Fees in line with the decrease in building permit activity. Total expenditures are up due to transfers to the Sewer Capital Improvement Fund.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22	Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
CAPITAL IMPROVEMENT FUND - General						
Sales Tax Revenue	\$ 554,746	\$ 614,901	\$ 60,155	11%	\$ 2,506,000	
Police Building Loan Funds			\$ -		\$ 7,000,000	
Misc. Capital Projects					\$ 2,000,000	
Yavapai Drainage District					\$ 140,000	
Total Revenues	\$ 554,746	\$ 614,901	\$ 60,155	11%	\$ 11,646,000	5%
Yavapai Drainage District	\$ 6,554		\$ (6,554)		\$ 140,000	
Police Building	\$ -				\$ 7,000,000	
Capital Improvements	\$ 143,796	\$ 22,248	\$ (121,548)		\$ 2,952,500	
Transfers	\$ 343,251	\$ 688,500	\$ 345,249		\$ 2,754,000	
Total Expenditures	\$ 487,047	\$ 710,748	\$ 223,701	46%	\$ 12,846,500	6%
Total Revenue Over (Under) Total Expenditures	\$ 67,699	\$ (95,847)	\$ (163,546)		\$ (1,200,500)	
Capital Improvement Fund Tax Revenues are up 11% over last fiscal year. Expenditures are up 46% due to the increased budgeted transfers to the Roads and Water Capital Improvement Funds.						
CAPITAL IMPROVEMENT FUND - Roads						
OHM Land Sales	\$ -	\$ -	\$ -		\$ 500,000	
Transfer From Capital Improvement Fund		\$ 276,875	\$ 276,875		\$ 1,107,500	
Transfer From General Fund		\$ 461,875	\$ 461,875		\$ 1,847,500	
Transfer From HURF		\$ 225,000	\$ 225,000		\$ 900,000	
Total Revenues	\$ -	\$ 963,750	\$ 963,750		\$ 4,355,000	22%
Rodeo Drive @ OHM			\$ -		\$ 1,600,000	
Road 2 North		\$ 677,803	\$ 677,803		\$ 700,000	
W Rd 4 1/2 N From Reed Rd			\$ -		\$ 1,205,000	
E Perkinsville Rd From SR 89			\$ -		\$ 500,000	
Reconstruct Local Steets			\$ -		\$ 250,000	
E Rd 1 S From St Rt 89			\$ -		\$ 20,000	
Roads Yard			\$ -		\$ 80,000	
Total Expenditures	\$ -	\$ 677,803	\$ 677,803		\$ 4,355,000	16%
Total Revenue Over (Under) Total Expenditures	\$ -	\$ 285,947	\$ 285,947		\$ -	
The Capital Improvement Fund for Roads was added this fiscal year to keep track of major road projects to be completed each year. Funding is transferred into the fund monthly.						

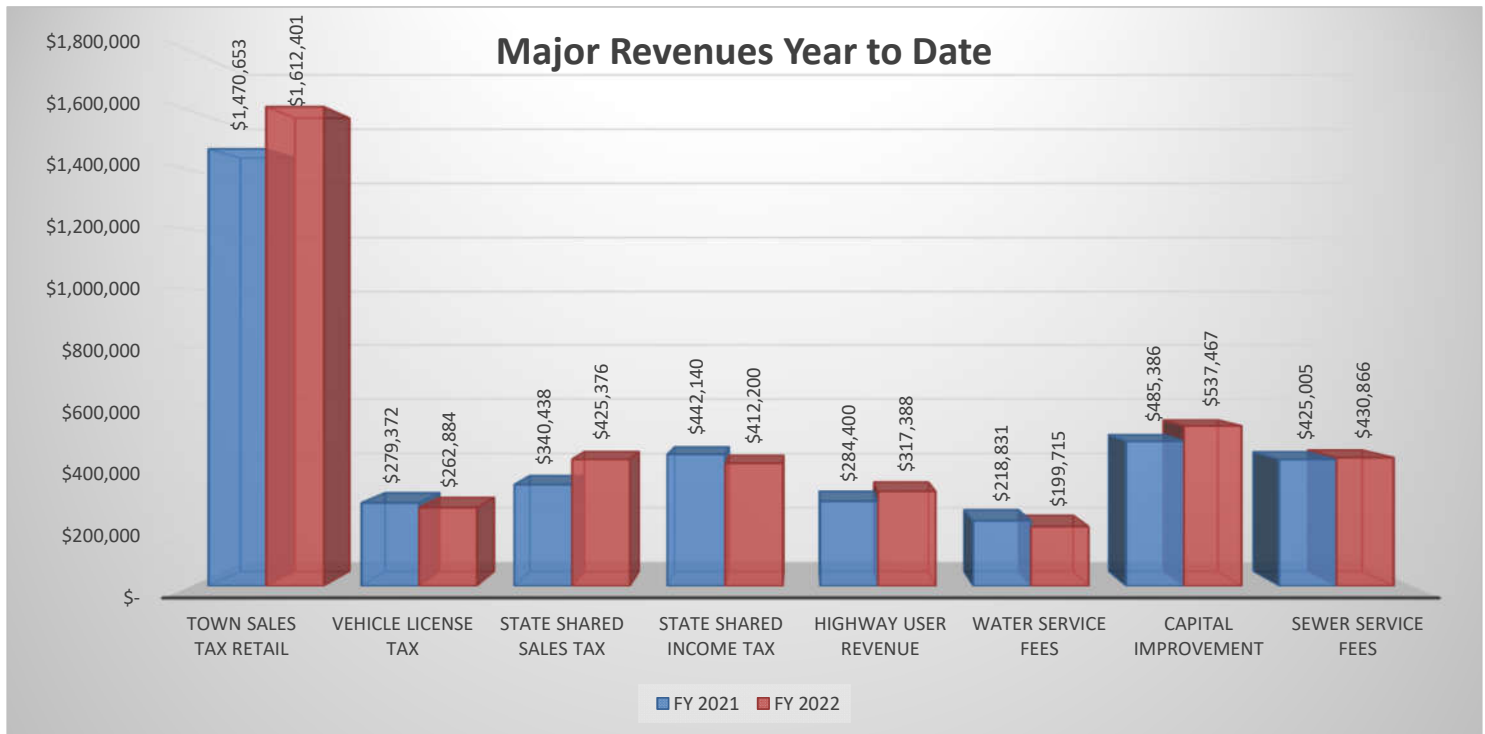
Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22	Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
CAPITAL IMPROVEMENT FUND - Water						
OHM Land Sales	\$ -	\$ -	\$ -		\$ 2,000,000	
Transfer From Capital Improvement Fund		\$ 63,750	\$ 63,750		\$ 255,000	
Transfer From Water Enterprise		\$ 25,000	\$ 25,000		\$ 100,000	
Total Revenues	\$ -	\$ 88,750	\$ 88,750		\$ 2,355,000	4%
New Fill Station			\$ -		\$ 50,000	
OHM Capital Projects			\$ -		\$ 2,000,000	
16" Water Main on Perkins/89			\$ -		\$ 250,000	
Head Start Water Main Extension			\$ -		\$ 55,000	
Total Expenditures	\$ -	\$ -	\$ -		\$ 2,355,000	0%
Total Revenue Over (Under) Total Expenditures	\$ -	\$ 88,750	\$ 88,750		\$ -	
The Capital Improvement Fund for Water was added this fiscal year to keep track of major water projects to be completed each year. Funding is transferred into the fund monthly.						
CAPITAL IMPROVEMENT FUND - Sewer						
WIFA Reserve and Replacement			\$ -		\$ 442,500	
OHM Land Sales			\$ -		\$ 250,000	
Transfer From Sewer Enterprise		\$ 86,250	\$ 86,250		\$ 345,000	
Total Revenues	\$ -	\$ 86,250	\$ 86,250		\$ 1,037,500	8%
New Building Aprons and Fence			\$ -		\$ 60,000	
Building Equipment			\$ -		\$ 40,000	
WTP Equilization Bason			\$ -		\$ 100,000	
WTP Air Lines			\$ -		\$ 200,000	
Rotomat Repair			\$ -		\$ 70,000	
Screw Press		\$ 70,000	\$ 70,000		\$ 242,500	
Liftstation Crain			\$ -		\$ 75,000	
12" Sewer Main on Perkins/89			\$ -		\$ 250,000	
Total Expenditures	\$ -	\$ 70,000	\$ 70,000		\$ 1,037,500	7%
Total Revenue Over (Under) Total Expenditures	\$ -	\$ 16,250	\$ 16,250		\$ -	
The Capital Improvement Fund for Sewer was added this fiscal year to keep track of major sewer projects to be completed each year. Funding is transferred into the fund monthly.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2020-21	Actual Year to Date FY 2021-22	Amount	% FY 2021-22/ FY 2020-21	Annual Budget FY 2021/22	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant			\$ -			
Grants Fund	\$ 110,937	\$ 53,047	\$ (57,890)		\$ 3,500,000	
Special Revenue Fund Court	\$ 3,653	\$ 3,967	\$ 314		\$ 26,200	
Capital Asset Replacement	\$ 61	\$ 519	\$ 458		\$ 114,000	
Special Revenue Fund PD	\$ 835	\$ 4,995	\$ 4,160		\$ 12,000	
AZ Cares Fund Program		\$ 1,476,500			\$ 1,476,500	
CVSLID Districts	\$ 15	\$ 7	\$ (8)		\$ 4,100	
Total Revenues	\$ 115,501	\$ 1,539,035	\$ (52,966)	-46%	\$ 5,132,800	30%
CDBG Grant			\$ -			
Grants Funds	\$ 263,023	\$ 32,085	\$ (230,938)		\$ 3,500,000	
Special Revenue Fund - Court	\$ 4,560	\$ 6,349	\$ 1,789		\$ 43,500	
Capital Replacement Fund		\$ 66,353	\$ 66,353		\$ 241,000	
Special Revenue Fund PD	\$ 403	\$ 1,090	\$ 687		\$ 12,000	
Az Cares Fund Expenditures	\$ -		\$ -		\$ 2,952,900	
CVSLID Districts	\$ 638	\$ 963	\$ 325		\$ 4,000	
Total Expenditures	\$ 268,624	\$ 106,840	\$ (161,784)	-60%	\$ 6,753,400	2%
Total Revenue Over (Under) Total Expenditures	\$ (153,123)	\$ 1,432,195	\$ 108,818		\$ (1,620,600)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 5,840,359	\$ 7,592,189	\$ 1,751,830	30%	\$ 41,437,300	18%
Total Expenditures All Funds	\$ 4,070,653	\$ 5,534,984	\$ 1,464,331	36%	\$ 46,372,700	12%
Total Revenue Over (Under) Total Expenditures All Funds	\$ 1,769,706	\$ 2,057,205	\$ 287,499		\$ (4,935,400)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Three Months Ending September 30, 2021 25% of the Fiscal Year*

					Actual vs Prior Year	
	Actual Year to Date FY 2020-21	Annual Budget FY 2021-22	Actual Year to Date FY 2021-22	% of Budget YTD	Amount	%
Town Sales Tax Retail	\$ 1,470,653	\$ 6,300,000	\$ 1,612,401	26%	\$ 141,748	10%
Vehicle License Tax	\$ 279,372	\$ 947,000	\$ 262,884	28%	\$ (16,488)	-6%
State Shared Sales Tax	\$ 340,438	\$ 1,453,000	\$ 425,376	29%	\$ 84,938	25%
State Shared Income Tax	\$ 442,140	\$ 1,615,000	\$ 412,200	26%	\$ (29,940)	-7%
Highway User Revenue	\$ 284,400	\$ 1,070,000	\$ 317,388	30%	\$ 32,988	12%
Water Service Fees	\$ 218,831	\$ 572,000	\$ 199,715	35%	\$ (19,116)	-9%
Capital Improvement	\$ 485,386	\$ 2,201,000	\$ 537,467	24%	\$ 52,081	11%
Sewer Service Fees	\$ 425,005	\$ 1,749,000	\$ 430,866	25%	\$ 5,861	1%
Major Revenues Y.T.D.	\$ 3,946,225	\$ 15,907,000	\$ 4,198,297	26%	\$ 252,072	6%
Total Revenue All Funds	\$ 5,840,359	\$ 41,437,300	\$ 7,592,189	18%	\$ 1,751,830	30%
	68%	38%	55%			

The Major Revenues are up \$252,072 or 6% over the prior fiscal year. Town Sales Tax Retail is up 10% . State Shared Income Tax is down 7% in line with budget projections. Total combined revenue for all funds are up 18% or \$275,330 over last fiscal year.



Contingency Funds Budget

For the Three Months Ending September 30, 2021 25% of the Fiscal Year*

	Actual Year to Date FY 2021-22	Annual Budget FY 2021-22			
General Fund Budget	\$ -	\$ 600,000			
General Fund Balance	\$ -	\$ 600,000			
HURF Fund Budget	\$ -	\$ 60,000			
Water Fund Budget	\$ -	\$ 40,000			
Sewer Fund Budget	\$ -	\$ 75,000			
Total Contingency Fund	\$ -	\$ 775,000			

Town of Chino Valley

Annual Debt Service Summary By Fund

Fiscal Year Ended June 30, 2022

Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2021	FY 2022 Principal	FY 2022 Interest
General Government					
National Bank GADA Refi	7/1/2016	\$ 3,346,000	\$ 2,071,000	\$ 331,000	\$ 36,461
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 6,645,000	\$ 310,000	\$ 293,837
		\$ 10,626,000	\$ 8,716,000	\$ 641,000	\$ 330,298
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 315,000	\$ 60,000	\$ 13,000
Sewer Enterprise Fund					
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 589,541	\$ 91,697	\$ 13,731
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 2,179,214	\$ 286,007	\$ 53,275
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 2,194,811	\$ 137,308	\$ 41,356
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 3,585,982	\$ 151,323	\$ 80,508
WIFA 2017	2/27/2017	\$ 292,659	\$ 246,132	\$ 11,904	\$ 5,659
		\$ 13,948,976	\$ 8,795,680	\$ 678,239	\$ 194,529
Total Town of Chino Valley Debt		\$ 25,319,976	\$ 17,826,680	\$ 1,379,239	\$ 537,827

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. e.

Meeting Date: 10/26/2021

Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the September 28, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the September 28, 2021, regular meeting minutes.

Attachments

9-28-21 corrected draft mins

DRAFT

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

**TUESDAY, SEPTEMBER 28, 2021
6:00 P.M.**

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

Present: Mayor Jack Miller; Vice-Mayor Annie Perkins; Councilmember Tom Armstrong; Councilmember Eric Granillo; Councilmember Cloyce Kelly; Councilmember John McCafferty; Councilmember Lon Turner

Staff Town Manager Cindy Blackmore (remotely); Town Attorney Andrew McGuire (remotely);
Present: Development Services Director Laurie Lineberry; Public Works Director/Town Engineer Frank Marbury; Senior Planner Will Dingee; Planner Bethan Heng; Community Services Director Scott Bruner; Magistrate Joan Dwyer; Officer David Herrera (sergeant at Arms); Audio Visual Technician Lawrence Digges; Administrative Technician Lisa Nottebaum; Town Clerk Erin Deskins (recorder)

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

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

Vice-Mayor Perkins arrived at 7:21 p.m.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a) Presentation, and update regarding Yavapai College, presented by Rodney Jenkins, Vice-President of Community Relations and Student Development, and Chris Kukyno, District Governing Board Member. (Erin Deskins, Town Clerk)

Rodney Jenkins presented the following:

- Governor Ducey issued an executive order that prevented the College from requiring masks, COVID testing, and vaccinations. The college still implemented a robust COVID procedure manual.
- They fully opened in the fall with 70% online and 30% face to face classes. Most the 30% were technical or career oriented classes that did not work well online.
- They had not experienced any major Covid outbreaks.
- Involvement was up significantly. They were up 30% from last year (Covid brought numbers down) and up 4% from pre-pandemic numbers.

- They opened the Verde Valley Skill Trade Center at 100% capacity.
- They gave tuition incentives that included the first class for free, and one free semester at the Verde Valley Skill Trade Center.
- Added new academic classes that included Brewery, HVAC, Construction, Residential Plumbing, and Electrical.
- They built a technical center on the backside of the Performing Arts Center, made possible through a generous donation from a member of the public.
- They embarked on a significant expansion of the Regional Economic Development Center (REDC), and they had applied for an EDA grant to begin the process.
- Open Education Resources (OER) was a program started earlier in the year. The program was meant to help students get through college at the lowest cost rate. The program took advantage of Common Core Licensing. It allowed the students to download textbooks for free. The program had started in the spring, and had already saved students \$300,000. They hoped to be 50% compliant with OER within three years.
- The Governor signed SB1453 which allowed community colleges to deliver four-year degrees. These were the same degrees delivered by the same crediting agency as universities. They were in the process of getting Board approval for a study to determine the best four year degrees to offer the community. A survey would be sent out for community input. The entire approval process would take approximately two years.
- The school had accomplished all of these improvements without a tax or tuition increases.
- They also completed a new Comprehensive Strategic Plan. This plan encompassed several other plans that included the Academic Masterplan, Student Affairs Masterplan (student retention, marketing, and recruitment), Fund Raising Plan, Development Plan, and Technology Plan (equipment and equipment replacement).
- They were writing an Economic Development Strategic Plan, which was part of the REDC expansion.
- They intended to have a Strategic Plan for all citizens of Yavapai County that was a fiscally and cutting edge plan. The components of the Plan included:
 - Belonging – Students had challenges throughout the pandemic. They wanted to enhance the feeling of belonging for students and faculty.
 - Living Wage – Creating higher paying jobs that helped the students and kept them in the community.
 - Adult Learners – There was a large community of adult learners in the County, many of whom had started college and did not finish. There were 65,000 people in the county that fell into that category. 58% of the Hispanic community never started college and had no degree. They wanted to help those people finish or get their degree.
 - Delivery – The college experience had evolved and changed. They were seeing more online delivery and more requests for non-traditional 16 week classes. They were evaluating 8-week classes, weekend classes, and any time courses.

Chris Kuknyo, District Governing Board Member, presented the following:

- Highlighted the CTEC services and training offered. Training included Air Traffic Control Centers and 3D printing (the ability to do a concrete house in 72 hours).
- They offered a variety of educational opportunities throughout the region.

- b)** Presentation and update from Jeff Frohock as "Mark Twain" regarding the Chino Valley Repertory community theater group. (Jeff Frohock)

Mr. Frohock presented the following:

- They would be doing a December production that was a holiday variety show.
- He invited Town Council and Staff to the December 11th show at 2:00 or 4:30 p.m.
- They now had a website: www.chinovalleyrepertory.com.

- c) Presentation and update on the status of the Dog Park and future Disc Golf Course at Community Center Park. (Scott Bruner, Community Services Director)

Scott Bruner presented the following:

- Thanked the Utilities Department for putting a drinking fountain in Memory Park before Territorial Days. It was the first one in over 25 years.
- Dog Park citizen requested improvements:
 - Better service – accomplished by adding decomposed granite
 - Shade structure – adding a ramada in the dog park.
- 9-hole disc golf course – They had plans from the 1970s and would be locating it at the Community Center Park. The area was, and would remain a walking path as well. Holes eight and nine could become a safety issue. Staff would monitor it and if necessary, install a 6-ft high and 803-foot long fence with two gates.
- They were replacing the old playground equipment at the Community Center Park.
- The Halloween event was approaching and would have some changes to the program.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Individuals who wish to speak, please state your first and last name and if you reside in Chino Valley Town Limits.

- Larry Holt – Two-years prior he had commented to the Council about a large apartment complex that was proposed. He knew the zoning area where he had purchased his property, which was one acre minimum lots with a rural feel. The Town's mission statement spoke about maintaining the rural feel. He had been to many Planning and Zoning Commission, and Council meetings and had only seen one project that had been disapproved. Every major project seemed like it was getting a rubber stamp of approval from the Planning and Zoning Commission. He did not think that was the purpose of the Planning and Zoning Commission. They should be recommending a disapproval of applications that did not meet Town standards. There was an application being considered at the meeting, and he was opposed to any smaller lot splits. He wanted Council to consider who had the priority in Town, big money developers or the people living in Town. Developers knew the zoning but were coming in and changing their way of living to make more money.
- Scott Freitag – Fire Chief of Central Arizona Fire and Medical (CAFMA)– He would be reporting on the ambulance transport challenges they were facing. Since Prescott Regional Communication Center (PRCC) started tracking data on August 2nd through the current date, American Medical Response (AMR) had been at level zero 368 times,

or zero ambulances available for transport. It was rare to have an ambulance in the Town to provide transport service. There typically were only three ambulances available every day for the entire quad-city area. With the Town and Prescott, there were 150,000 residents and 420 square miles. The Prescott Fire Department had transferred two critically ill patients in their personal vehicles because no ambulance was available. YRMC also had to transfer patients by helicopter between their own facilities because of long ambulance wait times. CAFMA had purchased rescue vehicles to transport patients and received new protocol that required them to transport patients whenever AMR was over 30 minutes out. They had just received the fifth notice of investigation from the State into CAFMA's transport. There were 15 complaints alleged for this investigation, eight of which came from Town. The situations and complaints were overviewed. Each situation had been reviewed by their Medical Control Physician, and each case was determined as needing rapid transport to the hospital due to their critical nature. In conversations with the Governor's Office they were told they were not happy with their protocol from the hospital and in return, CAFMA advised they were not happy with the State. They would continue to transport patients because they were their number one priority. The Mayor requested a study session be set to discuss the situation further.

4) **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a) Status reports by Mayor and Council regarding current events.
 - Mayor Miller said the information they had received on the land split was very in-depth and asked if the Council wanted to keep receiving in-depth information or condensed information. The Members agreed to a condensed version of information.
 - Councilmember Granillo reported that one of the local students received a full offer acceptance for the Yavapai Soccer Team.
- b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5) **CONSENT AGENDA**

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

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to accept consent agenda Items 5(a) and (b) as written.

AYE: Mayor Jack Miller, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve Resolution No. 2021-1192 to convert 50' of existing Town owned Peavine Trail property to dedicated right-of-way between Gavin Ct and Granite Creek Ln. (Frank Marbury, Public Works Director/Town Engineer)
- b) Consideration and possible action to approve the September 14, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)

6) ACTION ITEMS

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

- a) PUBLIC HEARING and consideration and possible action to approve Ordinance No. 2021-906 to rezone approximately 12.78 acres of real property from SR-1 (Single Family Residential 1-Acre Minimum) to SR-0.16 with a PAD (Planned Area Development) to develop 20 half-acre lots, parcel 306-21-011E, Applicant Rosie Soto. (Will Dingee, Planner)

Recommended Action: (1) Hold Public Hearing (2) Approve Ordinance No. 2021-906 to rezone approximately 12.78 acres of real property from SR-1 (Single Family Residential 1-Acre Minimum) to SR-0.16 with a PAD (Planned Area Development) to develop 20 half-acre lots with the stipulations as stated in the staff report.

Will Dingee presented the following:

- The rezone request was to develop 20 half-acre lots with a PAD overlay on the almost 13 acre parcel.
- It was the first step of development process, and if approved the next step would be to submit the preliminary plat, and would come back to Council.
- The location of the parcel and the surrounding properties were reviewed.
- The property was served by City of Prescott water and Town sewer.
- The proposed half acre lot subdivision was in conformance with the medium density residential designation of the General Plan.
- It would be the first half acre development in the area.
- Since the development was a PAD, the development would be tied to what was proposed at the meeting.
- Minimum lots sizes were restricted to .51 of an acre.
- Any change for smaller lot sizes or any deviations from the submitted Plan would need to go through the Public Hearing process and be approved by Council.
- A conceptual development plan was required and would be attached to the rezoning.
- The 20 lot proposal centered around Loop Road, with open space and community amenities in the norther portion.
- Paved access was provided to the development, the existing nine lots to the west, and the existing 12 acre parcel to the east.
- The development would include sidewalks.
- The Planning and Zoning meeting was held September 7, 2021. Several members of the

community that opposed the project were in attendance.

- The Commission voted to forward a recommendation of approval to Council in a 4-2 vote, with the conditions listed in the Staff Report.
- Staff was recommending an additional stipulation that was not presented to the Planning and Zoning Commission as a result of public comments received by staff.
 - Staff was recommending that once the Town established the half-acre zoning district currently under works, the applicant would apply to rezone the property to the new half-acre zoning district to make it a true half acre development.

Council and staff discussed the following:

- Under the original proposal there were lots that did not have sewer but after discussions with the applicant and the Town Engineer, they were confident they could get all the lots on Town sewer. There had been concerns the lots could not gravity feed to a traditional sewer because of the grades, but the Code had provisions for low pressure sewer systems. This would introduce a mechanical feature into the sewer system that would need maintenance and could fail, but since it was in the Code, staff recommended that procedure or a private septic system instead of introducing a low-pressure system. The grades of the property would determine what could be done.
- Staff explained the only way to get a half acre lot size or a lot smaller than an acre was to go to the SR 0.16 with a PAD overlay. Staff was working on a text amendment to create a half-acre minimum zoning district. The applicant agreed to rezone the property once the text amendment was approved.
- The SR 0.16 zoning had been established in the code for several years, and the language that the intent was not to do that type of development was part of the zoning text. Staff was forwarding a recommendation of approval because the PAD required the lot sizes to be half an acre not 7000 square foot lots. This was the only available option to get this lot size. In the future there would be more zoning districts.

Public Hearing:

- Sandy Tuttobene – She was adjacent to the development. The intent of the subdivision regulations was to provide procedures consistent with the State law that promoted their general welfare. She went through the intents of each subdivision in the UDO 5.0.1. Ordinance 0.16 was established in 2015, and the intent of the Town was to not create any more of those developments, but it had occurred over and over. 2. The Town ensured that it would keep its natural scenic attributes, but she did not think that would happen if the half acre lots were approved. They were not protecting the existing large lots and the current low density. This would be the first half acre lot development in the area. 3. If approved it would not encourage a pleasant and harmonious environment and special character of the Town because the developments included large homes with garages and RV garages. She thought 60-75% of the half acre would be occupied with things. That was not appropriate or harmonious. 4. It created a funky loop and only had one entrance and exit. It would not be safe for vehicular process and would create traffic on Center Street. The developer also owned the other 12 acres to the right of the development, and once they got the stamp of approval on the current lots, they would do it again. 5. It did not assure adequate provision for all the property for water, sewer, and other utilities. They already got their answer about that with the sewer, and it was not appropriate. 6. Even though there was a 1.5 acre of open space in the back, there was no parking so it did not provide adequate recreation space.
- Alex Harris – She opposed the development for many reasons. She had filed several petitions against the proposal. The application came to Council from the Planning and Zoning Commission, whose task it was to support Town Code and the UDO. They had

failed the community and Council because they were not supporting what the community had implemented. The proposal would lead to another development like it. The community had given a direction and Council needed to hear that direction, and that the Planning and Zoning Commission was not following their task.

- Cathy Middlested – She had been a project manager for a major city in California, and she presented applications to Council and Planning and Zoning Commission for approval or denial. She was at a loss for how the Town's Planning and Zoning Commission could just pick a zone for a development with lots sizes of 0.16 because the proper zone did not exist. She read the code for SR0.16. They were going against their UDO because it was not supposed to be the intent of the Town to create those lots. They were finagling the code to allow for it. The density did not fit the area, and it was not identified as medium density in the code, and she questioned if medium density went all the way down to zero acres.
- Tonya Hebel – She questioned why they had pre-meetings, zoning meetings, Town Council meetings. She wanted the Planning and Zoning Commission to take responsibility for it, and not keep forwarding to Council.
- Terry Kinner – Questioned how they would pay for the improvement of streets. The road needed a lot of work with just the current traffic using it. The intersection was difficult to turn on, and they would be increasing the problem without a method for the developer paying for improvements.
- Susan Westwell – The land was the reason she loved living in Town. She agreed with what everyone else had said.
- Tony Tollenaar – He moved to Town 13 years prior because he loved the small community and lifestyle. He said the traffic in the area was unbelievable. The development would bring additional traffic to the four way stop. It would not work. They would continue to develop the land in the area, and where would it stop. It was going to take away his view, and he was selfish about that. They needed sidewalks, and road development with wider roads. He would never be for half-acre lots.
- Mike Ditta – Everything everyone had said was also true for him. He had lived in a horse town in California that vowed to keep the vision of a horse town. As it grew, they did keep it a horse town, including the equestrian trails and their lot sizes. He wished the Planning and Zoning Commission, and Council would think about what this would do for the Town. He thought the Town needed to get a vision of what Chino was supposed to be. It was supposed to be a rural community, which did not mean they couldn't grow.

Erin Deskins had received eight identical letters. She would read who they had been submitted by and read one letter. The letters were written by:

- Barbara Laster
- Duane Laster
- Debra lare
- Ruth Estey
- Marie Bernardo
- Roberta Larson
- Deborah Fry
- Kevin McCarth

The proposed rezone did not serve the best interest of the public, nor did it secure the safety from fire, panic, and other dangers, or lessen the congestion in the streets, or prevent the overcrowding of land. Nor did it prevent concentration of population. The proposed rezone was just the first step in attempting to convert the second 12.78 acres into similar usage which would continue to create congestion, over usage of the land, and a concentration of the population. Chino Valley had a General Plan, and UDO to protect the philosophy and intent of

the Town. The proposed rezoning violated the principal and purpose of the Town's Plan. Based on the above, I or we, oppose this proposed rezoning, protest the proposed rezoning, and requested a public hearing on a proposed rezoning.

Council and staff discussed the following:

- Staff explained there was verbiage within the Town's General Plan that protected larger lots. Staff's support of the proposed rezone was based on the Land Use Designation Map for the area. All the residential areas within Town were designated as Medium Density Residential 2 acres or less. The General Plan was lacking in regard for differentiation between zoning characteristics, so staff had to implement what they had been given.
- Staff did not know about the ownership of the other property. The owner was under escrow on the property, and the rezoning approval was based on the condition the property closed.
- The road would be private within the development. The road was a two-way road and each exit would also be an entry. Under the current proposal, there was an existing 50-foot easement that traveled along the property line between the center parcel and western parcel, and then again on eastern and center parcel. Private roads maintained ownership under the property but contained access easements. The square footage of the lot included the road.
- The new Development Service Director had a directive to create half acre zoning as well as any other zoning directive from Council.
- The only vessel the Town had to develop lots smaller than one acre was UDO SR 0.16 with a PAD overlay, which tied it specifically to the half -acre lots.
- Any infrastructure improvements for roads and detours would be hashed out in the technical review portion of the project.
- The natural drainage for the project flowed from south to north and a little from west to east. There was no defined wash on the subject property. It was an area subject to sheet flow. The drainage report would be during the technical review and would accommodate the natural and historic drainage. He was not aware of the drainage in the area being over a foot.
- One acre zoning did not include sidewalks on rural arterials. The urban zoning section of the code did have sidewalks. The code did not define where rural and urban areas were.
- The sewer would need either a low-pressure system or individual grinder pumps, which would be up to the developer.
- There had not been a traffic study completed yet, but with 20 single family homes with an average of 10 trips per day, there would be an additional 200 trips per day. Traffic wise, from an engineering standpoint, it was not a major impact. Trips included delivery services, school buses, garbage, etc. The numbers were based on national standards.
- The turn radius would be designed to fit emergency vehicles and school buses. This would take place in the technical review portion.
- Approval was not necessarily setting a precedence because they have had half-acre properties approved by Council in other areas, so the precedent had already been set. If Council approved the application, the same zoning could be carried on to the east.
- The nearest half-acre developments to the proposed development were reviewed.
- The future development of the Town was up to the citizens, and the Council to determine areas of high density. Those areas did not have to coincide with the highway.

Council discussed the following:

- The high density was far from State Route 89 and did not currently fit the area.

MOVED by Councilmember Lon Turner, seconded by Councilmember Tom Armstrong to DENY approval for Ordinance No. 2021-906 to rezone approximately 12.78 acres of real property from SR-1 (Single Family Residential 1-Acre Minimum) to SR-0.16 with a PAD (Planned Area Development) to develop 20 half-acre lots with the stipulations as stated in the staff report.

AYE: Mayor Jack Miller, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- b) PUBLIC HEARING and consideration and possible action to approve Resolution No. 2021-1190 regarding a home detention program. (Joan Dwyer, Presiding Magistrate)

Recommended Action: (1) Hold public hearing; and (2) Approve Resolution No. 2021-1190 regarding a home detention program.

* Scriveners error was corrected to agenda item title to reflect Ordinance No. 2021-905, and two typos within the Ordinance regarding Statute numbers. *

Erin Deskins made a scrivener error correction to Item 6(b) of the Agenda, which referenced Resolution, but should be Ordinance 2021-905. There were also two minor edits within the Ordinance. The first WHEREAS should read ARS 9-499.07 and Section 2(B) the last ARS should read ARS 9-499.07.

Joan Dwyer presented the following:

- She was seeking a home detention ordinance approval for the court primarily due to Covid.
- People that were sentenced to jail for a DUI, could not be put on home detention unless there was an ordinance or approval by the Council, pursuant to Title 9-499.07.
- In Arizona there were four layers of DUI's: small DUI, .08-blood alcohol, extreme DUI with blood alcohol level of .15, and super extreme DUI with a blood alcohol level above .20.
- Once the super and super extreme level was reached, there were 30 and 45 days respectively in jail.
- They could not do work release from jail, which meant people could lose their job. It posed a hardship on people.
- A home detention program could accomplish the jail time, and keep them gainfully employed.

Public Comment:

- Larry Holt: The penal code related to punishment, and a DUI was not an error, it was a choice. Time needed to be served. Home detention may be more appropriate for a first time offender or a low end offense.

Council and staff discussed the following:

- They had experience with home detention programs. They would be using an outside agency-SCRAM. An ankle monitor would be put on by the other agency. The defendant paid for that cost. The cost was \$13 per day instead of \$70 per day for jail. It also did continuous alcohol monitoring.
- If someone had three DUI's within a period of seven years, it could be a felony with prison time at 3.75 years. Those cases went to superior court. The penalties doubled and increased depending on the level of the DUI. If someone got a second DUI, they would still be eligible for at home detention.
- They were notified within 24 hours if there was an alcohol consumption violation. The small DUI and the .08 DUI did not qualify. They normally served one day in jail after time was suspended.
- 20% of the jail time had to be served in jail and could not all be served at home. That was generally enough to keep people from going back.
- The at home detention service allowed people to go to work, school, and medical appointments. They could not go anywhere else. It was monitored by the third party agency.

Supervisor Chair Craig Brown said he had started the first electronic monitoring program in Los Angeles in 1993. They had over 500 people on passive electronic monitors. This was what the Court would be using. The condition the magistrate gave the defendant was very specific to where they could go. The defendant was paying for the device to be on their leg. When someone was arrested in Town and went to County Jail, the cost was \$110. Prescott started a program in 2010 at the superior court level and abandoned it by 2013 because it did not work. The company admitted that there were not enough people to make it worthwhile to monitor.

- They could not piggyback off the County because the County was not using anyone for monitoring.
- They had only 10 to 12 people that qualified to use the program per year.
- The program was all computer based.
- The County was not allowing the work release because of Covid and the possibility of infections to other people.
- If there was a violation, the person was contacted and a warrant for their arrest could be issued. They could lose all their time or some of the time on the monitor. It depended on the reason for the violation.
- SCRAM, the third-party agency, had worked successfully in other towns. They had offices in Flagstaff and Phoenix.
- The Town Attorney said the Town could put a sunset clause in the ordinance for the program or put a regular review when the item came back up next September.
- If Covid eased, the Court would use the program less.
- Other communities that used the program were Jerome, Dewey- Humboldt, Prescott Valley, and Cottonwood.

MOVED by Councilmember Lon Turner, seconded by Councilmember Tom Armstrong to approve Ordinance No. 2021-905 regarding a home detention program with a one-year sunset for review and corrections in the verbiage noted by the Town Clerk.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- c) Consideration, discussion and possible action to approve Council Entity appointments and Council Subcommittee appointments. (Erin N. Deskins, Town Clerk)

Recommended Action: Approve the Council Entity and the Council Subcommittee appointments as discussed.

* Item was approved after discussion of appointments.*

Erin Deskins reported on the following:

- Due to the resignation of Vice- Mayor Mendoza and the appointment of Vice- Mayor Perkins, there were several vacancies to Council subcommittees and entities.
- The Council could review the list and volunteer or request a change.

Granillo: Economic Development, Public Safety, Water and Utilities, League Resolution Committee Alternate; Chamber of Commerce Alternate, Finance, NACOG Alternate

Vice-Mayor Perkins: GAMA Alternative, Yavapai Regional Medical Center Alternative, Prescott Regional Airport Masterplan Advisory Committee, Liaison to Chino Valley Fire District, UVRWCP

CM Kelley: UDO Update, Chamber of Commerce Representative, Finance, NAMWA Alternate

CM Turner: Appointment Subcommittee, UDO, Water & Utilities, UVRWPC, Roads and Streets

CM Armstrong: Appointments Subcommittee, Economic Development, Finance, Roads and Streets, CYMPO, UVRWPC Alternate

CM McCafferty: League of Resolutions Alternate, UDO, Water and Utilities, CYMPO Alternate

Mayor Miller:GAMA, League of Resolutions, Yavapai Regional Medical Center, CVFD, MPAC

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Annie Perkins to approve the Council Entity and the Council Subcommittee appointments as discussed.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Annie Perkins to adjourn the meeting at 7:54 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong,
Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John
McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. f.

Meeting Date: 10/26/2021

Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 12, 2021, regular meeting minutes. (Erin N. Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the October 12, 2021, regular meeting minutes.

Attachments

10-12-21 draft mins

DRAFT

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

TUESDAY, OCTOBER 12, 2021
6:00 P.M.

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

Present: Mayor Jack Miller; Vice-Mayor Annie Perkins; Councilmember Tom Armstrong; Councilmember Eric Granillo; Councilmember Cloyce Kelly; Councilmember Lon Turner

Absent: Councilmember John McCafferty

Staff Town Manager Cindy Blackmore; Town Attorney Andrew McGuire (remote); Development

Present: Services Director Laurie Lineberry; Administrative Services Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Lieutenant Randy Chapman; Sergeant Deana Winn; Sergeant Dave McNally; Officer Roger Brown; Officer Hector Torres (Sergeant at Arms); Audio Visual Technician Lawrence Digges; Town Clerk Erin N. Deskins (recorder)

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Individuals who wish to speak, please state your first and last name and if you reside in Chino Valley Town Limits.

4) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Mayor Miller reported that Chief Wynn would report the numbers for the National Night Out at the next meeting.

Vice-Mayor Perkins, and Councilmember Kelley reported that National Night Out was a great success.

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

5) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Eric Granillo to approve consent agenda item 5(a).

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the FY 2021-2022 Intergovernmental Agreement with Yavapai County Flood Control District. (Frank Marbury, Public Works Director/Town Engineer)

6) **ACTION ITEMS**

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

- a) Consideration and possible action to approve Resolution No. 2021-1193 to approve the sale and execution and delivery of pledged revenue obligations, series 2021 and pledges revenue refunding obligations, series 2021; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency. (Joe Duffy, Administrative Services Director)

Recommended Action: Approve Resolution No. 2021-1193 to approve the sale and execution and delivery of pledged revenue obligations, series 2021 and pledges revenue refunding obligations, series 2021; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency.

Joe Duffy presented the following:

- The resolution would allow the Town to refinance \$8,335,000 of debt for three different bond issues, keeping the existing terms.
- The interest rate would be reduced to 1.64% from the average of 4.45%, saving the Town \$1.2 million or \$120,000 annually.
- The resolution would also allow the Town to finance the construction of the new police department for a total of \$7 million.
- The bids came out higher than expected, but the interest rates came out lower than expected. The Town would save more money on refinancing and the interest rate would be less than they were projecting.
- The Town was contributing \$1.1 million in architectural, furnishings, and other various costs. They would only be financing the contracted construction cost.
- They had budgeted \$500,000 for furniture and fixtures for the current fiscal year, and it was anticipated that an additional \$200,000 to \$500,000 would need to be budgeted for the next fiscal year. It was expected to spend a total of \$1.2 to \$1.5 of the Towns' money on the project.

Mr. Duffy introduced Mark Reeder, Managing Director of Stifel, Nicolaus & Company, Incorporated. He had worked with the Town for over 20 years, and was well known throughout the State for his expertise.

- Complimented Council and staff for their careful and measured approach to their finances and debt.
- Interest rates had stayed relatively steady but had trickled up due to fears of inflation and the current economy. They were still in an all-time historically low interest rate environment.
- The Town's current debt balance sheet and interest rates were reviewed. It was a good opportunity to get rid of the higher interest rates and start over with the lower 1.64% rate, saving approximately 3% over ten years.
- It was common to pledge certain revenues when towns did a revenue bond. He reviewed the various pledged revenues received from the Town through various taxes.
- He reviewed the bonds and refinances, as well as the equity the Town would hold through their monetary contribution to the Police building.
- The refunding and interest rates of the old bonds into new bonds was reviewed, totaling approximately \$1.2 million in savings for the Town.
- The annual payments were approximately \$396,000 annually for the \$7 million 25 year amortization of the Police building.
- If approved, they could potentially be in the market next week. They had a scheduled

closing, with money in the bank for the construction contract by November 10, 2021.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve Resolution No. 2021-1193 to approve the sale and execution and delivery of pledged revenue obligations, series 2021 and pledges revenue refunding obligations, series 2021; approving the form and authorizing the execution and delivery of necessary agreements, instruments, and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- b) Consideration and possible action to award a construction contract to Danson Construction, LLC, for the construction of the Chino Valley Police Department New Police Facility in the amount of \$6,991,046. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award a construction contract to Danson Construction, LLC for the construction of the Chino Valley Police Department New Police Facility in the amount of \$6,991,046.

Chief Wynn presented the following:

- Was excited about getting through the process and shared a new rendition of the design of the police building, which would be located to the west of the current Town Hall.
- It was a 16,000 square foot one and two-story building. It also had future expansion opportunities.
- They had nine submitted bids. The low bid was from Danson Construction in the amount of \$6,991,046. Danson was a local firm.
- Staff recommended the contract be awarded.

Council and Staff discussed the following:

- There had been concerns from some Council about the low bid, but through discussions with the City of Safford, who had worked with the contractor, it was determined that Danson had a very good reputation on their construction work.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to award a construction contract to Danson Construction, LLC for the construction of the Chino Valley Police Department new facility in the amount of \$6,991,046.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:21 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2021.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 10/26/2021
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Kenew, LLC for Construction Management Services for the new Police Station in an amount not to exceed \$168,468.40. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Kenew, LLC, for Construction Management Services for the new Police Station in the amount not to exceed \$168,468.40.

SITUATION AND ANALYSIS:

On October 12, 2021, Town Council approved the construction contract to build a new police station for approximately \$7,000,000. As the town does not have the resources in house, it is necessary to hire a construction project manager to protect the interest of the Town and ensure the project is kept on track.

The Town has made multiple unsuccessful attempts to find a person or firm qualified to perform the required construction management services for the police station project, including advertising the position and contacting the Yavapai Contractors Association in search of a suitable candidate. The Town then received a recommendation from Stroh Architecture to interview Kenew, LLC. Having interviewed Kenew, LLC and reviewed their completed projects, Town staff recommends approving a professional services contract with Kenew, LLC for the required construction management services.

As part of their contract Kenew, LLC will provide the following services:

- Act as the Town's Representative throughout construction
- Provide support and advice on issues as they arise
- On-site visits (avg. 2 days a week)
- Meeting coordination including weekly/biweekly progress meetings with documentation
- Communicate and coordinate with Contractor, Designer and Third Part Inspection Firms
- Assist with procurement of furniture, fixtures and equipment

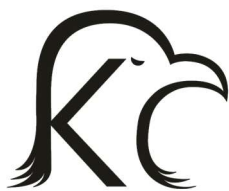
This contract is based on an 18-month timeframe.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5541
Available: 168,468
Funding Source:

Attachments

Proposal
PSA project mgnt svcs



Kenew, LLC

Construction / Project Management – QA/QC – Construction Administration – Estimating

October 18, 2021

Mr. Joe Duffy, Administrative Services Director
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Re: Project Management Services
Chino Valley Police Station

Dear Mr. Duffy:

Thank you for taking the time to speak with us last week regarding the need of construction management services on your new Police Station. It was very interesting to hear the details of the project and your long-term vision for the impact of the new facility. Kenew, LLC. is very interested in working with you on this exciting project.

As we discussed, Kenew has reviewed the project information and has outlined a scope of work and a plan for assisting you in completing this project. We have also assembled a proposal for our services.

Our understanding of the project is as follows: the project has been recently awarded to Danson Construction through a design-bid-build procurement method; and that Stroh Architecture will continue on the project providing Contract Administration (CA) services throughout the duration of the project. The project is approximately 16,000 square feet and includes a partial two-story addition, as well as site development work such as a new parking lot. The contract amount for the project is approximately \$7 million and the duration is approximately 18 months; starting in the next few weeks. We understand our scope of work to be the overall management of the project and to act as the Owner's Representative throughout construction. In this role, we will provide support to the Town and offer advice on issues as they arise.

Our firm would provide project management services that include site visits, meeting coordination, communication with the contractor and designers, and coordination with third-party testing and inspection firms. We would host the weekly or bi-weekly Owner, Architect, Contractor (OAC) progress meeting and provide documentation of the project. As discussed during our call, we would also assist the Town in coordination and procurement of the FF&E package. We would plan to be on site weekly or bi-weekly as necessary and attend all O/A/C meetings.

We anticipate that this scope of work would require us to have someone dedicated to the project for an average of 2 days per week. We would also have a Principal of the firm involved in the project, as well as administrative support.

In addition to the above, we would have travel and reimbursable rates. The mileage to and from the project is charged at \$0.58 per mile from Phoenix, Per Diem is charged at \$50 per day and hotel rates if required are \$120-\$150 per night. All other reimbursables are charged as direct cost plus 10%.

Based on the scope of work above and the 18-month timeframe, our proposed fee would be **\$144,968.40** and the reimbursable expenses would be budgeted at **\$23,500.00**. We don't anticipate any tax on our scope of work since it is a service, but if taxes are required by Chino Valley, that rate would be added to the above.

Native-Owned Construction Management Services

Bob Terry III	Principal	BobT@KenewLLC.com	(480) 710-2360
Chad Hafstrom	Principal	ChadH@KenewLLC.com	(623) 225-3321

**Passionate
Responsive
Reliable
Experienced**

If you have any questions, or if you need any further information, please feel free to contact me at your earliest convenience. We appreciate the opportunity to provide this proposal and look forward to working with you on this exciting project.

Sincerely,

Chad Hafstrom

Chad Hafstrom, Principal, Kenew Construction Management

cc: Cindy Blackmore, Town Manager, Chino Valley
Frank Marbury, Public Works Director, Chino Valley
Bob Terry III, Principal, Kenew

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KENEW, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2021, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Kenew, LLC, an Arizona corporation (the “Consultant”).

RECITALS

A. The Town requires construction management services for the construction of the Town’s new police station (the “Services”), for which the Town Council approved a construction contract on October 12, 2021.

B. The Town has made multiple unsuccessful attempts through its typical procurement process to find a person or firm qualified to perform the required construction management services for the police station project. In accordance with Chino Valley Town Code § 32.11, based upon Town staff’s interview of the Consultant and review of their completed projects, Town Council has determined that it is in the best interests of the Town to ensure timely completion of the police station project by waiving the requirements of the Town Code and selecting the Consultant to perform the Services.

C. Consultant possesses the skill and experience required to provide the Services.

D. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 26, 2023, unless terminated as otherwise provided in this Agreement.

2. **Scope of Work.** Consultant shall provide the Services as set forth in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project

site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$168,468.40 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Payments. The Town shall pay 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 Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this

Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this

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

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 annual aggregate.

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

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

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

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

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

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

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

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

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

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

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

15. Suspension of Work.

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

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

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

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

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

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

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

If to Consultant: _____

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

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

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

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

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

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

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

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

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

Kenew, LLC,
an Arizona corporation

By: _____

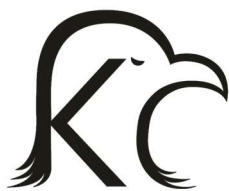
Name: _____

Title: _____

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

[Scope of Work and Fee Proposal]

See following pages.



Kenew, LLC

Construction / Project Management – QA/QC – Construction Administration – Estimating

October 18, 2021

Mr. Joe Duffy, Administrative Services Director
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Re: Project Management Services
Chino Valley Police Station

Dear Mr. Duffy:

Thank you for taking the time to speak with us last week regarding the need of construction management services on your new Police Station. It was very interesting to hear the details of the project and your long-term vision for the impact of the new facility. Kenew, LLC. is very interested in working with you on this exciting project.

As we discussed, Kenew has reviewed the project information and has outlined a scope of work and a plan for assisting you in completing this project. We have also assembled a proposal for our services.

Our understanding of the project is as follows: the project has been recently awarded to Danson Construction through a design-bid-build procurement method; and that Stroh Architecture will continue on the project providing Contract Administration (CA) services throughout the duration of the project. The project is approximately 16,000 square feet and includes a partial two-story addition, as well as site development work such as a new parking lot. The contract amount for the project is approximately \$7 million and the duration is approximately 18 months; starting in the next few weeks. We understand our scope of work to be the overall management of the project and to act as the Owner's Representative throughout construction. In this role, we will provide support to the Town and offer advice on issues as they arise.

Our firm would provide project management services that include site visits, meeting coordination, communication with the contractor and designers, and coordination with third-party testing and inspection firms. We would host the weekly or bi-weekly Owner, Architect, Contractor (OAC) progress meeting and provide documentation of the project. As discussed during our call, we would also assist the Town in coordination and procurement of the FF&E package. We would plan to be on site weekly or bi-weekly as necessary and attend all O/A/C meetings.

We anticipate that this scope of work would require us to have someone dedicated to the project for an average of 2 days per week. We would also have a Principal of the firm involved in the project, as well as administrative support.

In addition to the above, we would have travel and reimbursable rates. The mileage to and from the project is charged at \$0.58 per mile from Phoenix, Per Diem is charged at \$50 per day and hotel rates if required are \$120-\$150 per night. All other reimbursables are charged as direct cost plus 10%.

Based on the scope of work above and the 18-month timeframe, our proposed fee would be **\$144,968.40** and the reimbursable expenses would be budgeted at **\$23,500.00**. We don't anticipate any tax on our scope of work since it is a service, but if taxes are required by Chino Valley, that rate would be added to the above.

Native-Owned Construction Management Services

Bob Terry III	Principal	BobT@KenewLLC.com	(480) 710-2360
Chad Hafstrom	Principal	ChadH@KenewLLC.com	(623) 225-3321

**Passionate
Responsive
Reliable
Experienced**

If you have any questions, or if you need any further information, please feel free to contact me at your earliest convenience. We appreciate the opportunity to provide this proposal and look forward to working with you on this exciting project.

Sincerely,

Chad Hafstrom

Chad Hafstrom, Principal, Kenew Construction Management

cc: Cindy Blackmore, Town Manager, Chino Valley
Frank Marbury, Public Works Director, Chino Valley
Bob Terry III, Principal, Kenew

Native-Owned Construction Management Services

Bob Terry III	Principal	BobT@KenewLLC.com	(480) 710-2360
Chad Hafstrom	Principal	ChadH@KenewLLC.com	(623) 225-3321

Passionate
Responsive
Reliable
Experienced



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 10/26/2021

Contact Person: Will Dingee, Senior Planner
Phone: 928-636-4427 x-1233

Department: Development Services

Estimated length 5 minutes

of staff presentation:

Physical location of item: Located at the northeast corner of the intersection of East Perkinsville Road and North Road 1 East - APN 306-18-009H

AGENDA ITEM TITLE:

Consideration and possible action to approve the Perkinsville 44 Final Plat Phases 1, 2, 3, and 4, to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet. Applicant Craig Helsing, Brown Homes. APN 306-18-009H (Will Dingee, Senior Planner)

RECOMMENDED ACTION:

(1) Hold a Public Hearing; (2) Approve the Perkinsville 44 Final Plat Phases 1, 2, 3, and 4, to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet with the stipulations outlined in Attachment A.

SITUATION AND ANALYSIS:

The Applicant is requesting approval from Town Council for the Perkinsville 44 Final Plat. This final plat consists of 162 lots that are proposed to be developed over four phases. The development will be connecting and extending Town of Chino Valley Water and Sewer. The development will have sidewalks internally on one side and will also be responsible for constructing road improvements which include sidewalks along East Perkinsville Road and North Road 1 East.

The final plat for this development meets all requirements set forth by Section 5 of the Unified Development Ordinance. Main Access will be via Perkinsville Road and North Road 1 East. Any deviations from this plat will require an amendment that would need to come through for Council approval.

Public Comments - Excerpt from Planning and Zoning Commission Meeting Minutes - Held October 5, 2021:

CASE # F21-003: Request for approval of the Perkinsville 44 Final Plat Phases 1,2,3 and 4 to divide approximately 44.3 acres of real property into 162 lots with an approximate lot size of 7,000 square feet. APN 306-18-009H

Commissioner Meadors declared a conflict of interest and recused herself from the Council Chambers.

Will Dingee, Senior Planner, presented the staff report and shared that the Applicant and the Developer

for this project were both in attendance for this meeting. Staff is recommending **APPROVAL**.

Commission Somerville asked about the use for the empty lot in the middle. **Dingee** stated that it appears to be a greenbelt and/or drainage area but that the applicant could provide more detail. **Chairman Merritt** brought up that the street alignment appeared to be located at a different location. **Dingee** shared that this now lines up with Adams. There were no further questions of staff at this time.

Applicant, Craig Helsing, of Brown Homes elaborated on the empty lot locations. He stated that in general the open spaces would provide walkways, outdoor ramadas, park benches, and a fire pit. These areas also would be used as drainage corridors, retention basins, and the sewer easement. **Commissioner Switzer** voiced concerns about a plan for safety control since this project is specifically family-oriented and there would be a lot of foot traffic. **Switzer** asked about a plan for a crosswalk, stop sign, and pedestrian crossing. **Merritt** referred this question to Staff. **Public Works Director, Frank Marbury**, stated that the crosswalk would be at the 4-way stop on the corner of Road 1 East and Perkinsville adding that the meandering sidewalk and landscaping would help to direct foot traffic to the corner. **Merritt** asked if the town was comfortable with a mid-block crosswalk. **Marbury** shared that because of the volume of traffic/industrial vehicles along Perkinsville, it would be more difficult to stop mid-block for a crosswalk, especially in the case of an emergency. Staff does not recommend mid-block flashing lights which would require traffic analysis for speed and cost \$300,000. **Marbury** recommended all foot traffic be directed to the corner where ADA ramps would be installed. **Switzer** agreed with the traffic concerns but felt that kids living in that neighborhood would probably not go all the way to the corner to cross the road if they were going to the Recreation Facilities across the street. **Marbury** added that directly across the street from the Perkinsville Road entrance is a large ditch and fencing, so there would be no lure to cross the street mid-block. **Marbury** continued by sharing that the 10-foot multi-use path meanders through the landscaping and would keep pedestrians away from the road and that there will be trees on both sides of the sidewalk. Town Engineer and developer believe that this design is the best for this project.

PUBLIC COMMENTS

Mr. James Greenough of 1791 W Escondido Trail, Chino Valley, spoke in opposition to this project, stating that the increase in traffic and the 162 homes is the beginning of the downfall. He referenced the items in the city logo and stated that the antelope are rarely seen and as more homes are built they will disappear from our area. He believes that this development is wrong for the area and that there are too many homes being built. He asked that the commission not approve this project.

Public comment period was closed.

Helsing shared that this project is focusing on the family and this community, that the homes would be affordable, unlike other areas nearby.

A motion was made by Commissioner Pasciak and seconded by Commissioner Welker to approve Final Plat F21-03, as presented, subject to the staff report, information provided during the public hearing, and the conditions of Approval in Attachment A. The motion carried 4-1, with Switzer voting no, and Meadors recused.

REASONS FOR DISSENTING VOTES:

Switzer explained that he voted against this Final Plat for the same reason he voted against the Preliminary Plat. He felt that the SR-0.16 zoning was too congested.

Other Pertinent Documents Available Upon Request:

See Attachment A (Stipulations)

See Planning and Zoning Staff Report

Fiscal Impact**Fiscal Impact?:** n/a**If Yes, Budget Code:****Available:****Funding Source:**

Attachments

Attachment A

F21-003 P&Z Staff Report

Updated P44 Phasing Map

ATTACHMENT A

CONDITIONS OF APPROVAL

1. Revise and resubmit the subdivision's infrastructure and grading plans for review (see attached letter outline those corrections).
2. Provide the certificate of assured water supply from the Arizona Department of Water Resources.
3. Provide the engineering plan review and inspection fees.
4. Provide assurances in the form of a surety bond, irrevocable letter of credit, cash or certified check. The amount of the assurance shall be based on a cost estimate prepared by a registered civil engineer in an amount to cover one hundred ten percent (110%) of the complete installation of the improvements.

ATTACHMENT A Continued

CONDITIONS OF APPROVAL



Public Works Department
1982 N. Voss Drive #201
Chino Valley, AZ 86323

928-636-7140
Fax 928-636-7141
www.chinoaz.net

August 5, 2021

Huitt-Zollars, Inc.
Attn: Ryan Raab, PE
5050 N. 40th Street, Suite #100
Phoenix, AZ 85018

Re: Perkinsville 44

Dear Mr. Raab,

Public Works' comments to the 2nd round submittal for the subject referenced plans are as follows:

- Update offsite line work and cross sections on the onsite plans to reflect the current offsite plans.
- A decision needs to be made as to which offsite sewer alternative will be ultimately pursued prior to plan approvals with the removal of the unused alternative from the plan set.
- Provide Yavapai County Approval to Construct.
- The Town's Planning Dept. and Central Arizona Fire and Medical Authority (CAFMA) may have additional comments.

Offsite Improvement Plans for Perkinsville 44, Perkinsville Road & North Road 1 East Paving, Signing & Striping Plans dated 7/23/21

1. Sheet 3 (Street Sections & Details)
 - a. Provide geotechnical report addendum for thickness of Perkinsville Rd and North Road 1 East and incorporate road sections into plans. Update EOPC.
 - b. Section A-A: Include concrete thickness, concrete type, aggregate base thickness, etc.
2. Sheet 7 (Signing & Striping Plans)
 - a. Note remaining in lower left hand corner (Rd 1 East) calling for diagonal cross hatch.

Offsite Improvement Plans for Perkinsville 44, Perkinsville Road & North Road 1 East Paving, Water & Sewer Plans dated 7/23/21

1. Sheet 2 (Key Map, Legend & Quantities)
 - a. Include hydrants on Perkinsville Rd at a spacing not to exceed 500'. Update EOPC.

Improvement Plans for Perkinsville 44, Phase 1, Phase 2, Phase 3 & Phase 4 dated 6/29/21

1. Sheet 36 (Grading)
 - a. Shouldn't Basin B receive a drywell and trench wall per detail N as well?

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

Perkinsville 44 Offsite Paving EOPC 7/23/21, Perkinsville 44 Offsite Water & Sewer EOPC 7/23/21, Perkinsville 44: Phase-1 EOPC 7/23/21, Perkinsville 44: Phase-2 EOPC 7/23/21, Perkinsville 44: Phase-3 EOPC 7/23/21 and Perkinsville 44: Phase-4 EOPC 7/23/21.

- Include the cost of undergrounding overhead utilities and drywells in the EOPC.
- Offsite Water & Sewer EOPC math should be closer to \$308,578.60.
- Phase 1 EOPC math should be closer to \$1,219,844.67.
- Phase 4 EOPC missing quantity for concrete scupper and missing unit price for 30" RGRCP.

Please also see the attached comments from a 3rd party reviewer.

Sincerely,



Steven Sullivan, PE
Assistant Town Engineer

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION**2nd SUBMITTAL REVIEW – OFFSITE IMPROVEMENTS**

July 26, 2021

No. #2020704.03

GENERAL SUBMITTAL COMMENTS:

The following documents were included with the 2nd submittal of the **OFF-SITE IMPROVEMENTS PLANS** with the review status and comments as noted. Detailed comments are provided in the sections following these general remarks. This review is for the responses and revisions required for the "Offsite Improvement Plans" 2nd Review that included paving, striping and water/sewer for Perkinsville Road and North Road 1 East. The 2nd review for the ON-SITE IMPROVEMENT PLANS was completed on 7-13-2021.

1. Huitt-Zollars transmittal form for the 2nd submittal documents for Perkinsville 44 project OFF-SITE PLANS, dated 7-23-2021. **REVIEWED – NO COMMENTS**
2. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the 1st review comments, not sealed, not dated. **REVIEWED – NO COMMENTS**
3. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the Town of Chino Valley 1st review comments, not sealed, not dated. **REVIEWED – NO COMMENTS**
4. 20' and Deeper Manhole Structural Calcs by Delta Engineers & Land Surveyors, not sealed, dated 4-24-2015. **REVIEWED – PLEASE PROVIDE CALCULATIONS SEALED BY AN ENGINEER REGISTERED IN THE STATE OF ARIZONA**
5. Perkinsville 44 – Phases 1 through 4 Cost Estimates, by Huitt-Zollars, sealed 7-23-2021 by Ryan Raab, PE – **REVIEWED – NO COMMENTS**
6. Perkinsville 44 – OFF-SITE Cost Estimates for Paving and for Water and Sewer construction, by Huitt-Zollars, both sealed 7-23-2021 by Ryan Raab, PE – **REVIEWED – NO COMMENTS**
7. OFF-SITE PAVING PLANS FOR PERKINSVILLE 44, by Huitt-Zollars, 9 pages, revised and sealed 7-23-2021 by Ryan Raab, PE. – **REVIEWED, NO COMMENTS**
8. OFF-SITE SEWER & WATER PLANS FOR PERKINSVILLE 44, by Huitt-Zollars, 9 pages, revised and sealed 7-23-2021 by Ryan Raab, PE. – **REVIEWED, SEE COMMENTS**

GENERAL REVIEW COMMENTS FOR 2ND REVIEW:

1. **Structural Manhole Calculations**– as noted above, the structural calculations provided for the over 20' sewer manholes were prepared by an out of state engineering company and were not sealed. Please provide the calculations sealed by an Arizona Registrant.

COMMENTS FOR OFF-SITE PAVING CONSTRUCTION PLANS:

1. Previous 1st review comments appear to have been addressed by the Engineer. No additional comments are provided.

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION

2nd SUBMITTAL REVIEW – OFFSITE IMPROVEMENTS

July 26, 2021

No. #2020704.03

COMMENTS FOR OFF-SITE SEWER & WATER CONSTRUCTION PLANS:

1. Provide a blow off valve on the North Road 1 East 12" waterline termination at Station 7+92. You should also call out temporary blow off assemblies for the two extensions into the property as they will eventually connect to and complete the looped system. This will most likely be a Yavapai County Development Services review comment as well.

END OF OFF-SITE IMPROVEMENTS 2nd REVIEW COMMENTS

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION
2nd SUBMITTAL REVIEW

July 13, 2021

No. #2020704.03

GENERAL SUBMITTAL COMMENTS:

The following documents were included with the 2nd submittal with the review status and comments as noted. Detailed comments are provided in the sections following these general remarks. Note that the Round 1 “Offsite Improvement Plans” that included paving, striping and water/sewer for Perkinsville Road and North Road 1 East were not provided for a 2nd review.

1. Huitt-Zollars transmittal form for the 2nd submittal documents for Perkinsville 44 project, dated 6-30-2021. **REVIEWED – NO COMMENTS**
2. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the 1st review comments, not sealed, dated 5-5-2021. **REVIEWED – NO COMMENTS**
3. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the Town of Chino Valley 1st review comments, not sealed, dated 5-5-2021. **REVIEWED – NO COMMENTS**
4. Traffic Impact Analysis for Perkinsville 44, sealed 5-10-2021 by Andrew Smigielski - **REVIEWED, NO NEW COMMENTS**
5. Perkinsville 44 – Phases 1 through 4 Cost Estimates, by Huitt-Zollars, not sealed, dated 6-21-2021 by Josh Kakuk, EIT – **REVIEWED – NO COMMENTS**
6. FINAL DRAINAGE REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, revised and sealed 6-23-2021 by Paul Hoskin, PE. – **REVIEWED, NO NEW COMMENTS**
7. Perkinsville 44 – Phase 1 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
8. Perkinsville 44 – Phase 2 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
9. Perkinsville 44 – Phase 3 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
10. Perkinsville 44 – Phase 4 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
11. IMPROVEMENT PLANS FOR PERKINSVILLE 44 – PHASE 1, PHASE 2, PHASE 3, PHASE 4, by Huitt-Zollars, 46 pages, revised and sealed 6-29-2021 by Ryan Raab, PE. – **REVIEWED, NO NEW COMMENTS**
12. FINAL SEWER DESIGN REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, not sealed, dated 6-28-2021, author not identified. – **REVIEWED, NO NEW COMMENTS**
13. Perkinsville 40 Landscape and Irrigation Plan, by young|design|group, sealed 6-18-2021 – **1ST REVIEW, SEE COMMENTS**
14. FINAL WATER DESIGN REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, not sealed, dated 6-28-2021, author not identified. – **REVIEWED, NO NEW COMMENTS**

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION**2nd SUBMITTAL REVIEW**

July 13, 2021

No. #2020704.03

15. Geotechnical Investigation, Perkinsville 40, by ProTex, sealed 8-13-2020 by Thomas Perkins, PE and sealed 9-14-2020 by Delbert Rapier, PE. – REVIEWED, NO NEW COMMENTS

DESIGN REPORTS, PLANS AND FINAL PLAT REVIEW COMMENTS:**DRAINAGE DESIGN REPORT:**

The following comments are provided:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

WATER DESIGN REPORT:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

SEWER DESIGN REPORT:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

CIVIL IMPROVEMENTS PLANS:**REVIEW COMMENTS FOR LANDSCAPE AND IRRIGATION PLANS (1ST REVIEW):**

1. General Note – The engineer or landscape architect shall verify that plantings, monument signs, walls, etc., do not interfere with sight visibility triangles at each roadway entrance to the project.

COMMENTS FOR ON-SITE CONSTRUCTION PLANS:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

PERKINSVILLE 44 – PHASE 1, 2, 3 AND 4 FINAL PLATS

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

ALTA, RECORD OF SURVEY AND LEGAL DESCRIPTION COMMENTS

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

END OF ROUND 2 REVIEW COMMENTS



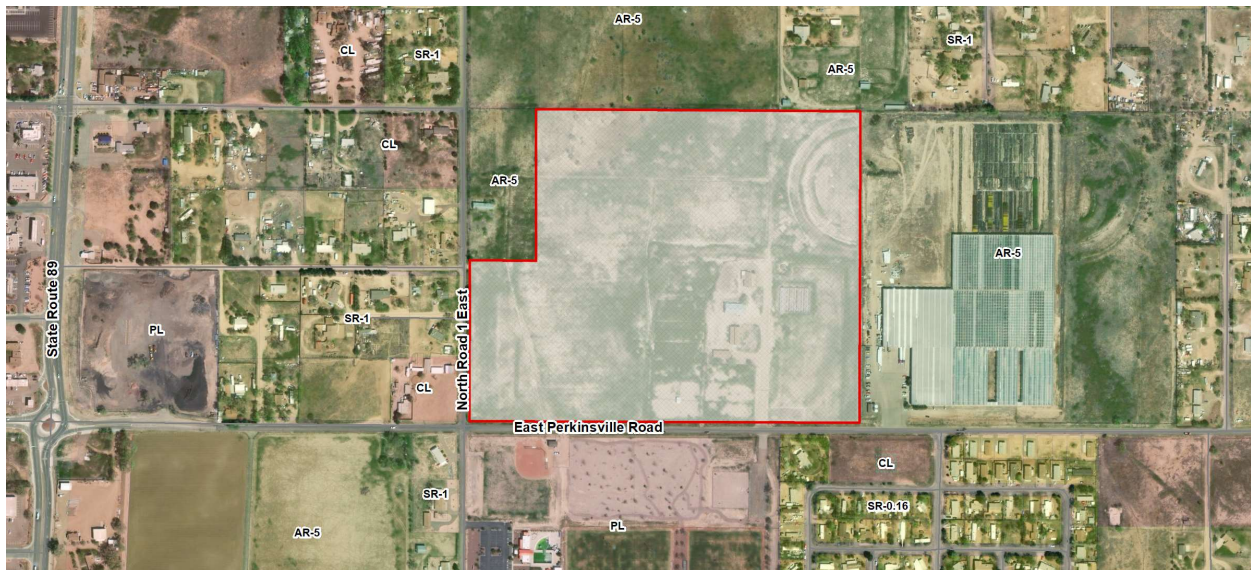
TOWN OF CHINO VALLEY
Planning Commission Staff Report
October 5, 2021
File Number F21-003
Final Plat Approval

PROJECT DESCRIPTION This is a request by Craig Helsing (Brown Homes) on behalf of CGX Life Sciences, to approve the Perkinsville 44 Final Plat Phases 1, 2, 3 and 4, to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet. Property is located at the northeast corner of the intersection of East Perkinsville Road and North Road 1 East – APN 306-18-009H

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	SR-0.16/PAD	Abandoned Single Family Residence and several agricultural buildings	Medium Density Residential (2 ac or less)
North	AR-5	Vacant Land	Medium Density Residential (2 ac or less)
South	PL, SR-016 & CL	Town of Chino Valley Community Center & Chino Meadows Unit 1	Public Land & Medium Density Residential (2 ac or less)
East	AR-5	Bonnie Plants Commercial Greenhouse	Medium Density Residential (2 ac or less)
West	CL & SR1	Single Family Residential (Lot Split Subdivision)	Commercial/Multifamily

LOCATION MAP



Prior site actions:

April 24, 2018 - Council adopted Ordinance No. 18-844 rezoning the 44.3 acre subject property (306-18-009H) from AR-5 to SR-0.16 with a Planned Area Development to develop 159 on 7,000 square foot lots. (Attachment B).

October 27, 2020 – Town Council approved the Preliminary Plat for Perkinsville 44, at the time referred to as Perkinsville 40, to develop 161 lots. (Attachment C).

August 9, 2021 – Perkinsville 44 completes its second round of Technical Review with minimal comments. Town Staff gives the applicant approval to proceed with a Final Plat submittal.

Staff Recommendation:

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of APPROVAL for the Perkinsville 44 Final Plat Phases 1, 2, 3 and 4 to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet.

SUGGESTED**COMMISSION MOTION:**

Move to **APPROVE** Final Plat F21-003 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval:

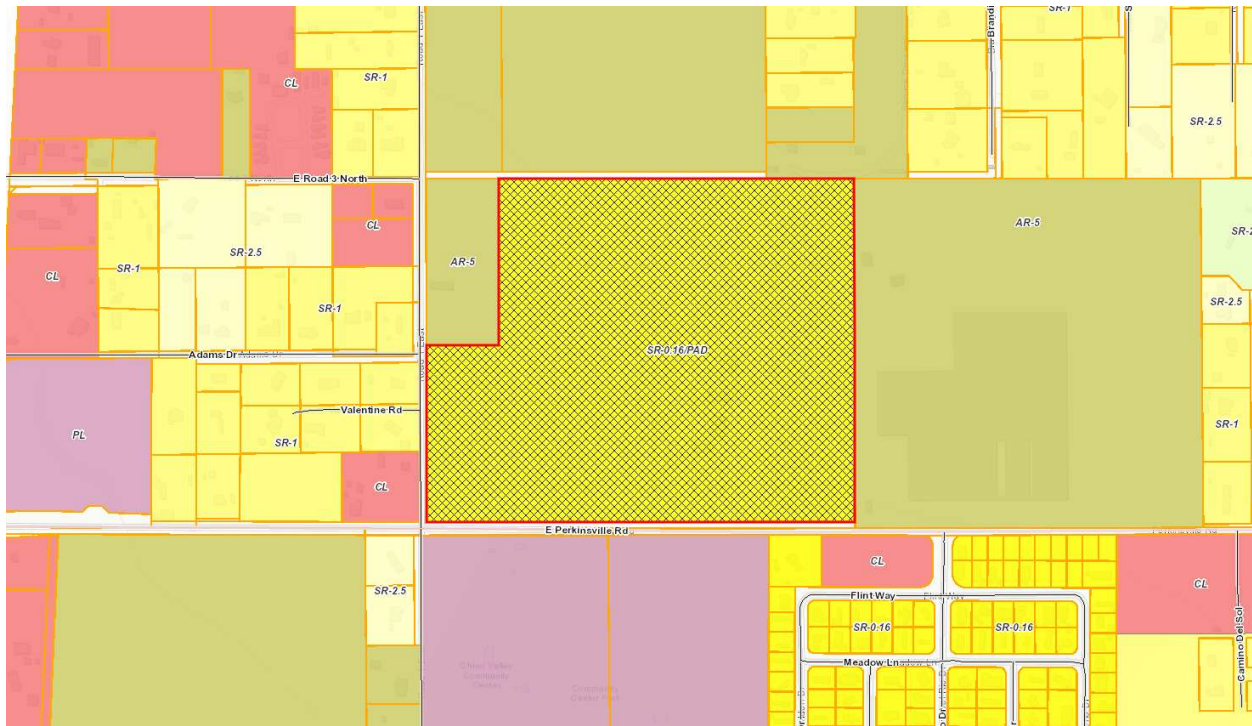
By approving this Final Plat, the Planning and Zoning Commission is recommending approval to Town Council to approve the Perkinsville 44 Final Plat Phases 1, 2, 3 and 4 to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the previously approved zoning (Ordinance No. 18-844) and the Town of Chino Valley's General Plan

Staff Analysis:

The Perkinsville 44 Preliminary Plat meets all requirements set forth by Section 5.2.3 of the Unified Development Ordinance and is in substantial conformance with the approved Planned Area Development Conceptual Development Plan. The site will have its main access by way of both East Perkinsville Road and North Road 1 East. The development will be connected to Town water and sewer. The Development Services Department and the Public Works Department have completed two rounds of Technical Review for the development and are comfortable in recommending approval with the list of stipulations outlined in Attachment A.

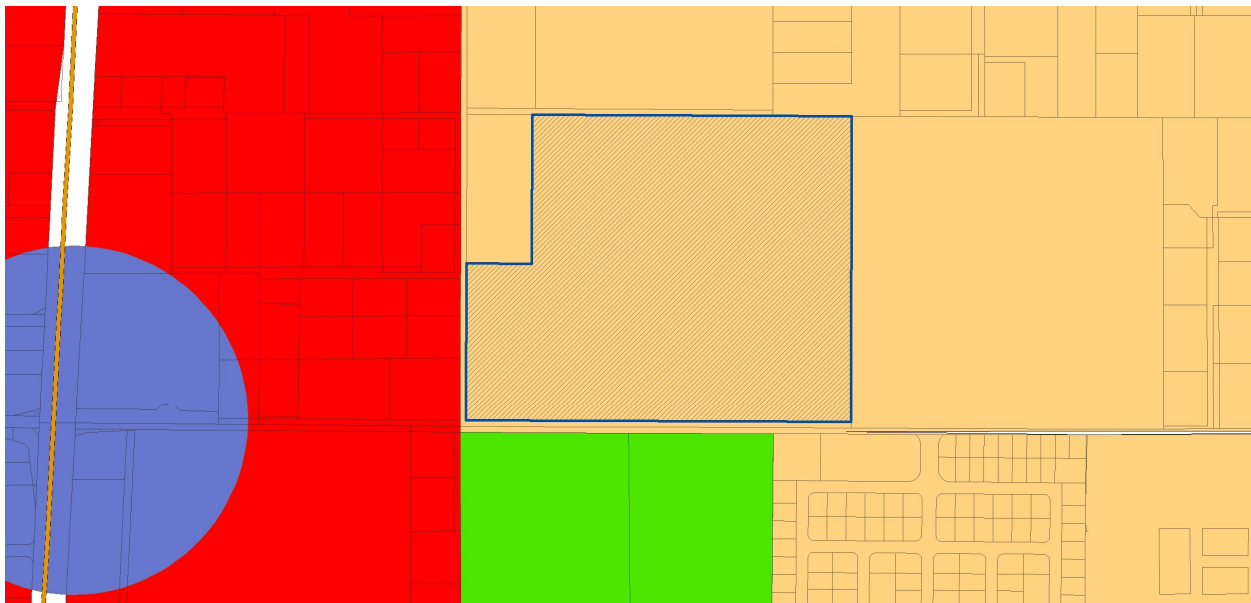
Zoning

The general vicinity contains lots zoned for 0.16-Acre, 1-Acre, 2-Acres, 5-Acres, Commercial Light and Public Land.



Does the proposed zoning district conform to the Land Use Element?

The property has a General Plan land use designation of Medium Density Residential- 2 acres or less. The applicant is requesting approval for a Final Plat within an existing zoning that is consistent with the General Plan land use designation of Medium Density Residential.



Are there any dedications or property easements identified by the Transportation Element?

Yes, the transportation element identifies East Perkinsville Road and North Road 1 East as 80 foot total road way widths. The dedication amount required is approximately 15 feet on each road. This will ensure that 40 feet north of the East Perkinsville Road centerline and 40 feet east of the North Road 1 East centerline has been dedicated.

Public Comment Received:

Town Staff has not received any public comment regarding this project, there was no neighborhood meeting required for this item.

Attachments

A	B	C	D
Conditions of Approval	Ordinance No. 18-844	Minutes from October 27, 2020 Council Meeting	Final Perkinsville 44 Layout with Phase lines

Prepared By:**Date:**

Will Dingee
 Senior Planner
wdingee@chinoaz.net
 928-636-4427 ext. 1233

Approved By:
 Laurie L Lineberry, AICP
 Development Services Director

ATTACHMENT A

CONDITIONS OF APPROVAL

1. Revise and resubmit the subdivision's infrastructure and grading plans for review (see attached letter outline those corrections).
2. Provide the certificate of assured water supply from the Arizona Department of Water Resources.
3. Provide the engineering plan review and inspection fees.
4. Provide assurances in the form of a surety bond, irrevocable letter of credit, cash or certified check. The amount of the assurance shall be based on a cost estimate prepared by a registered civil engineer in an amount to cover one hundred ten percent (110%) of the complete installation of the improvements.

ATTACHMENT A Continued

CONDITIONS OF APPROVAL



Public Works Department
1982 N. Voss Drive #201
Chino Valley, AZ 86323

928-636-7140
Fax 928-636-7141
www.chinoaz.net

August 5, 2021

Huitt-Zollars, Inc.
Attn: Ryan Raab, PE
5050 N. 40th Street, Suite #100
Phoenix, AZ 85018

Re: Perkinsville 44

Dear Mr. Raab,

Public Works' comments to the 2nd round submittal for the subject referenced plans are as follows:

- Update offsite line work and cross sections on the onsite plans to reflect the current offsite plans.
- A decision needs to be made as to which offsite sewer alternative will be ultimately pursued prior to plan approvals with the removal of the unused alternative from the plan set.
- Provide Yavapai County Approval to Construct.
- The Town's Planning Dept. and Central Arizona Fire and Medical Authority (CAFMA) may have additional comments.

Offsite Improvement Plans for Perkinsville 44, Perkinsville Road & North Road 1 East Paving, Signing & Striping Plans dated 7/23/21

1. Sheet 3 (Street Sections & Details)
 - a. Provide geotechnical report addendum for thickness of Perkinsville Rd and North Road 1 East and incorporate road sections into plans. Update EOPC.
 - b. Section A-A: Include concrete thickness, concrete type, aggregate base thickness, etc.
2. Sheet 7 (Signing & Striping Plans)
 - a. Note remaining in lower left hand corner (Rd 1 East) calling for diagonal cross hatch.

Offsite Improvement Plans for Perkinsville 44, Perkinsville Road & North Road 1 East Paving, Water & Sewer Plans dated 7/23/21

1. Sheet 2 (Key Map, Legend & Quantities)
 - a. Include hydrants on Perkinsville Rd at a spacing not to exceed 500'. Update EOPC.

Improvement Plans for Perkinsville 44, Phase 1, Phase 2, Phase 3 & Phase 4 dated 6/29/21

1. Sheet 36 (Grading)
 - a. Shouldn't Basin B receive a drywell and trench wall per detail N as well?

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

Perkinsville 44 Offsite Paving EOPC 7/23/21, Perkinsville 44 Offsite Water & Sewer EOPC 7/23/21, Perkinsville 44: Phase-1 EOPC 7/23/21, Perkinsville 44: Phase-2 EOPC 7/23/21, Perkinsville 44: Phase-3 EOPC 7/23/21 and Perkinsville 44: Phase-4 EOPC 7/23/21.

- Include the cost of undergrounding overhead utilities and drywells in the EOPC.
- Offsite Water & Sewer EOPC math should be closer to \$308,578.60.
- Phase 1 EOPC math should be closer to \$1,219,844.67.
- Phase 4 EOPC missing quantity for concrete scupper and missing unit price for 30" RGRCP.

Please also see the attached comments from a 3rd party reviewer.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Sullivan', written in a cursive style.

Steven Sullivan, PE
Assistant Town Engineer

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION**2nd SUBMITTAL REVIEW – OFFSITE IMPROVEMENTS**

July 26, 2021

No. #2020704.03

GENERAL SUBMITTAL COMMENTS:

The following documents were included with the 2nd submittal of the **OFF-SITE IMPROVEMENTS PLANS** with the review status and comments as noted. Detailed comments are provided in the sections following these general remarks. This review is for the responses and revisions required for the "Offsite Improvement Plans" 2nd Review that included paving, striping and water/sewer for Perkinsville Road and North Road 1 East. The 2nd review for the ON-SITE IMPROVEMENT PLANS was completed on 7-13-2021.

1. Huitt-Zollars transmittal form for the 2nd submittal documents for Perkinsville 44 project OFF-SITE PLANS, dated 7-23-2021. **REVIEWED – NO COMMENTS**
2. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the 1st review comments, not sealed, not dated. **REVIEWED – NO COMMENTS**
3. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the Town of Chino Valley 1st review comments, not sealed, not dated. **REVIEWED – NO COMMENTS**
4. 20' and Deeper Manhole Structural Calcs by Delta Engineers & Land Surveyors, not sealed, dated 4-24-2015. **REVIEWED – PLEASE PROVIDE CALCULATIONS SEALED BY AN ENGINEER REGISTERED IN THE STATE OF ARIZONA**
5. Perkinsville 44 – Phases 1 through 4 Cost Estimates, by Huitt-Zollars, sealed 7-23-2021 by Ryan Raab, PE – **REVIEWED – NO COMMENTS**
6. Perkinsville 44 – OFF-SITE Cost Estimates for Paving and for Water and Sewer construction, by Huitt-Zollars, both sealed 7-23-2021 by Ryan Raab, PE – **REVIEWED – NO COMMENTS**
7. OFF-SITE PAVING PLANS FOR PERKINSVILLE 44, by Huitt-Zollars, 9 pages, revised and sealed 7-23-2021 by Ryan Raab, PE. – **REVIEWED, NO COMMENTS**
8. OFF-SITE SEWER & WATER PLANS FOR PERKINSVILLE 44, by Huitt-Zollars, 9 pages, revised and sealed 7-23-2021 by Ryan Raab, PE. – **REVIEWED, SEE COMMENTS**

GENERAL REVIEW COMMENTS FOR 2ND REVIEW:

1. **Structural Manhole Calculations**– as noted above, the structural calculations provided for the over 20' sewer manholes were prepared by an out of state engineering company and were not sealed. Please provide the calculations sealed by an Arizona Registrant.

COMMENTS FOR OFF-SITE PAVING CONSTRUCTION PLANS:

1. Previous 1st review comments appear to have been addressed by the Engineer. No additional comments are provided.

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION

2nd SUBMITTAL REVIEW – OFFSITE IMPROVEMENTS

July 26, 2021

No. #2020704.03

COMMENTS FOR OFF-SITE SEWER & WATER CONSTRUCTION PLANS:

1. Provide a blow off valve on the North Road 1 East 12" waterline termination at Station 7+92. You should also call out temporary blow off assemblies for the two extensions into the property as they will eventually connect to and complete the looped system. This will most likely be a Yavapai County Development Services review comment as well.

END OF OFF-SITE IMPROVEMENTS 2nd REVIEW COMMENTS

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION
2nd SUBMITTAL REVIEW

July 13, 2021

No. #2020704.03

GENERAL SUBMITTAL COMMENTS:

The following documents were included with the 2nd submittal with the review status and comments as noted. Detailed comments are provided in the sections following these general remarks. Note that the Round 1 “Offsite Improvement Plans” that included paving, striping and water/sewer for Perkinsville Road and North Road 1 East were not provided for a 2nd review.

1. Huitt-Zollars transmittal form for the 2nd submittal documents for Perkinsville 44 project, dated 6-30-2021. **REVIEWED – NO COMMENTS**
2. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the 1st review comments, not sealed, dated 5-5-2021. **REVIEWED – NO COMMENTS**
3. Town of Chino Valley – Perkinsville 44 Subdivision, Engineers Response to the Town of Chino Valley 1st review comments, not sealed, dated 5-5-2021. **REVIEWED – NO COMMENTS**
4. Traffic Impact Analysis for Perkinsville 44, sealed 5-10-2021 by Andrew Smigielski - **REVIEWED, NO NEW COMMENTS**
5. Perkinsville 44 – Phases 1 through 4 Cost Estimates, by Huitt-Zollars, not sealed, dated 6-21-2021 by Josh Kakuk, EIT – **REVIEWED – NO COMMENTS**
6. FINAL DRAINAGE REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, revised and sealed 6-23-2021 by Paul Hoskin, PE. – **REVIEWED, NO NEW COMMENTS**
7. Perkinsville 44 – Phase 1 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
8. Perkinsville 44 – Phase 2 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
9. Perkinsville 44 – Phase 3 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
10. Perkinsville 44 – Phase 4 Final Plat, sealed 6-30-2021 by Jody Stone, RLS. – **REVIEWED ONLY FOR GENERAL CONFORMANCE TO THE IMPROVEMENT PLANS**
11. IMPROVEMENT PLANS FOR PERKINSVILLE 44 – PHASE 1, PHASE 2, PHASE 3, PHASE 4, by Huitt-Zollars, 46 pages, revised and sealed 6-29-2021 by Ryan Raab, PE. – **REVIEWED, NO NEW COMMENTS**
12. FINAL SEWER DESIGN REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, not sealed, dated 6-28-2021, author not identified. – **REVIEWED, NO NEW COMMENTS**
13. Perkinsville 40 Landscape and Irrigation Plan, by young|design|group, sealed 6-18-2021 – **1ST REVIEW, SEE COMMENTS**
14. FINAL WATER DESIGN REPORT FOR PERKINSVILLE 44, by Huitt-Zollars, not sealed, dated 6-28-2021, author not identified. – **REVIEWED, NO NEW COMMENTS**

ATTACHMENT A Continued

CONDITIONS OF APPROVAL

TOWN OF CHINO VALLEY – PERKINSVILLE 44 SUBDIVISION**2nd SUBMITTAL REVIEW**

July 13, 2021

No. #2020704.03

15. Geotechnical Investigation, Perkinsville 40, by ProTex, sealed 8-13-2020 by Thomas Perkins, PE and sealed 9-14-2020 by Delbert Rapier, PE. – REVIEWED, NO NEW COMMENTS

DESIGN REPORTS, PLANS AND FINAL PLAT REVIEW COMMENTS:**DRAINAGE DESIGN REPORT:**

The following comments are provided:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

WATER DESIGN REPORT:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

SEWER DESIGN REPORT:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

CIVIL IMPROVEMENTS PLANS:**REVIEW COMMENTS FOR LANDSCAPE AND IRRIGATION PLANS (1ST REVIEW):**

1. General Note – The engineer or landscape architect shall verify that plantings, monument signs, walls, etc., do not interfere with sight visibility triangles at each roadway entrance to the project.

COMMENTS FOR ON-SITE CONSTRUCTION PLANS:

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

PERKINSVILLE 44 – PHASE 1, 2, 3 AND 4 FINAL PLATS

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

ALTA, RECORD OF SURVEY AND LEGAL DESCRIPTION COMMENTS

1. Previous 1st review comments have been addressed by the Engineer. No additional comments are provided.

END OF ROUND 2 REVIEW COMMENTS

ATTACHMENT B
ORDINANCE NO. 18-844

ORDINANCE NO. 18-844

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 44.3 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH ROAD 1 EAST AND EAST PERKINSVILLE ROAD AT 1204 EAST PERKINSVILLE ROAD, FROM AR-5 (AGRICULTURAL RESIDENTIAL- 5 ACRE MINIMUM) ZONING DISTRICT TO SR-0.16 (SINGLE FAMILY RESIDENTIAL- 7,000 SQUARE FOOT MINIMUM LOT AREA) ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT OVERLAY DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley Official Zoning Map to change the zoning for a $\pm$ 44.3 acre parcel of real property from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay district; and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

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

Section 1. In General.

1.1 The recitals above are hereby incorporated as if fully set forth herein.

1.2 The Official Zoning Map is hereby amended for property consisting of approximately 44.3 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay district, subject to the Town of Chino Valley adopted codes, requirements, standards and regulations and the following stipulations:

ATTACHMENT B CONTINUED

ORDINANCE NO. 18-844

- A. The development shall be in general conformance with the Conceptual Site Plan, Perimeter Wall Plans and Landscape Plan, as approved or modified by the Town's Development Services Director, with specific regard to the following:
- (1) Location of pedestrian multi-use trail providing connectivity to Perkinsville Road;
 - (2) Perimeter landscaping along Perkinsville Road and Road 1 East; and
 - (3) Location of park including that two picnic tables, one tot lot, and one Ramada shall be provided.
- B. The developer shall work with the Public Works Director in establishing a viable pull-out for future public transportation.
- C. A safe crossing or pedestrian crossing shall be provided or explored on either mid-block or the intersection as approved by the Town's public works director.
- D. The property shall be subject to the following modified underlying SR-0.16 Development Standards:

	SR-0.16 Standards	Proposed SR-0.16 PAD Standards
Minimum Lot Area	7,000 sq. ft.	7,000 sq. ft.
Minimum Lot Frontage	50 ft.	50 ft.
Minimum Building Setback from Arterial – E. Perkinsville Rd. (Ref. Section 4.28)	50 ft.	25 ft. *
Minimum Building Setback from Arterial- Road 1 East (Ref. Section 4.28)	50 ft.	50 ft.
Minimum Building Setback from Arterial- Road 3 North (Ref. Section 4.28)	50 ft.	20 ft. *
Minimum Front Yard Setback (Section 4.28)	25 ft.	15 ft. * to livable 20 ft. * to garage (driveway)
Minimum Side Yard Setback	10 ft.	5 ft. /10 ft. (15 ft. total)*
Minimum Side Street Yard Setback from Local Street (Section 4.28)	20 ft.	10 ft. *
Minimum Rear Yard Setback	10 ft.	10 ft.
Maximum Building Height	25 ft.	2 stories/ 30 ft. *
Accessory Building	5 ft. side / 10 ft. rear	5 ft. side / 5 ft. rear*
Maximum Lot Coverage	50 %	55%*
*INDICATES A MODIFICATION TO THE STANDARD		

1.3 The Property described in Paragraph 1.2 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

ATTACHMENT B CONTINUED
ORDINANCE NO. 18-844

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of April, 2018 by the following vote:

AYES: 6
 NAYS: 0

ABSENT: 1
 ABSTAINED: 0


 Darryl Croft, Mayor

ATTEST:


 Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:


 Andrew J. McGuire, Town Attorney
 Gust Rosenfeld, PLC

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 18-844 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 24th DAY OF APRIL, 2018, WAS POSTED IN THREE PLACES ON THE 27TH DAY OF APRIL, 2018.


 Jami C. Lewis, Town Clerk

AMM:ard 3232604.1 4/16/2018

ATTACHMENT C

EXCERPT OF MINUTES FROM OCTOBER 27, 2020 COUNCIL MEETING

- Consideration and possible action to approve the Perkinsville 40 Preliminary Plat to subdivide approximately 44.3 acres into 161 lots, with an average lot size of approximately 7,000 square feet developed over multiple phases, located at the northeast corner of East Perkinsville Road and North Road 1 East. (Will Dingee, Assistant Planner)
- Recommended Action: Approve the Perkinsville 40 Preliminary Plat to subdivide approximately 44.3 acres into 161 lots with an average lot size of approximately 7,000 square feet developed over multiple phases with the following stipulations:
 - 1. Align the proposed extension of Valentine Road with the existing Valentine Road.
 - 2. Make a dedication of 25' along the northern property line for East Road 3 North.
 - 3. The proposed pathway along East Perkinsville Road will need to be paved and will need to meander.
- Will Dingee presented the following:
 - This item was for the approval of the preliminary plat at the conceptual level and not to address the properties entitlements.
 - The subject's property location and surrounding zoning and properties were detailed for the Council.
 - In 2018, the Town approved the rezoning of the property from AR-5 to SR-0.16 with a Planned Area Development (PAD). The PAD allowed for modifications to the development standards within the SR-.016 zoning district for items such as setbacks, building height and lot coverage. A conceptual plan had also accompanied the PAD.
 - The preliminary plat included 161 lots with an average lot size of 56 feet by 125 feet, with an average lot size of 7,000 square feet.
 - There would be sidewalks within the subdivision as well as an internal trail system in the open space areas.
 - The development would be hooked to Town water and sewer.
 - The Planning and Zoning considered the item on October 6, 2020, and discussed the following issues:
 - Valentine Road: The extension of Valentine Road did not line up with the existing road, and staff recommended as a stipulation that it would either align with Valentine or Adams road to ensure there would be a four way intersection for safety concerns.
 - Preliminary Plat Conformance to the Conceptual Plan: Staff determined that the plat conformed substantially with the conceptual plan as approved in the rezoning.
 - Crosswalks and Bus Pullouts: Implementing crosswalks and bus pullouts throughout the subdivision would create larger safety concerns and were not recommended by the Town Engineer.
 - Applicant Requested Waiver for Right-Of-Way Dedication: Per code and per stipulation on the zoning ordinance required a 25 foot dedication for the future extension of Road 3 North.
 - The Item was approved by the Planning Commission with a 5-2 vote. The two no votes were due to safety concerns. There was no public comment during the meeting.
 - Following the Planning and Zoning Commission meeting, the applicant submitted a revised conceptual plan that addressed safety concerns.
 -

ATTACHMENT C Continued

EXCERPT OF MINUTES FROM OCTOBER 27, 2020 COUNCIL MEETING

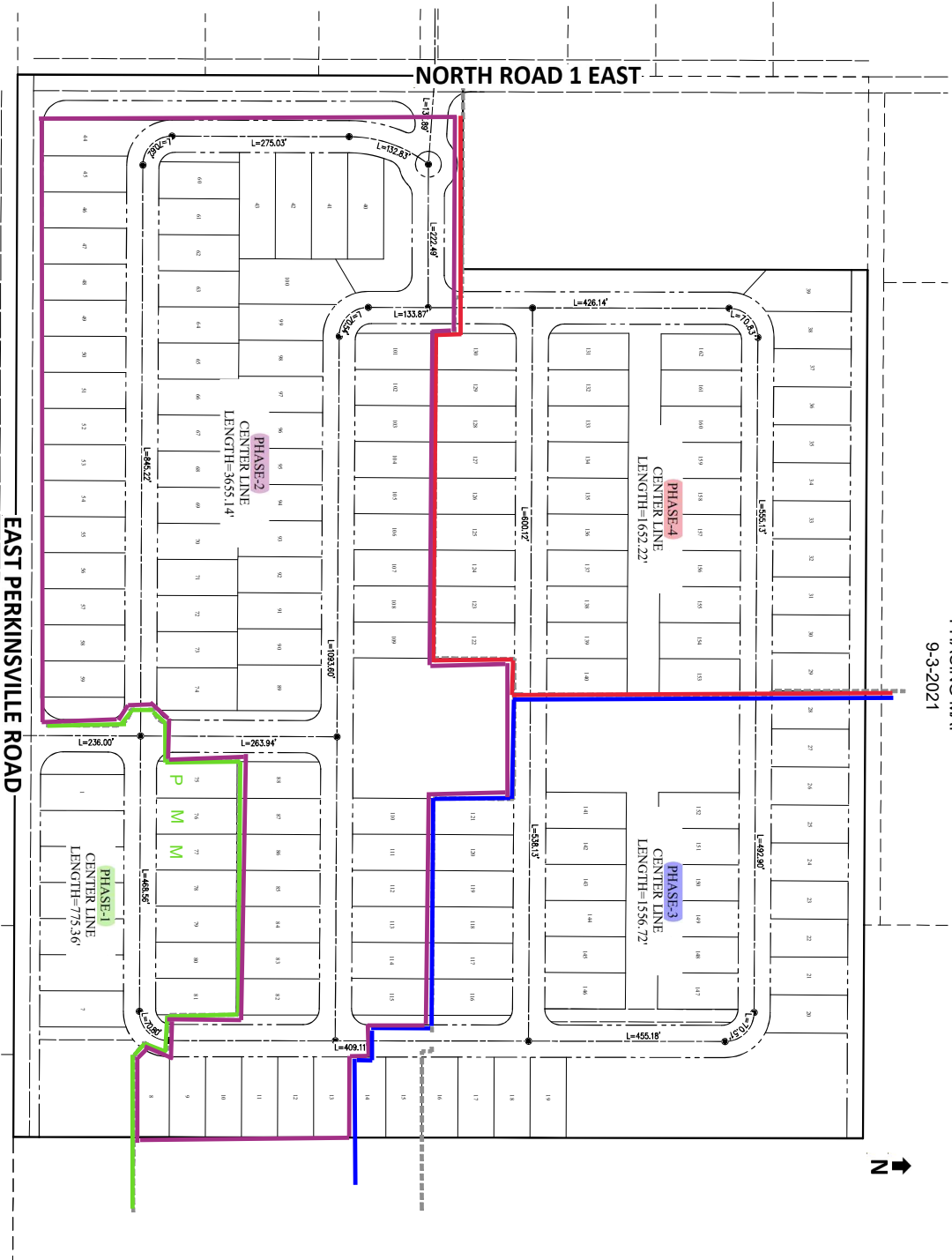
- The western access along North Road 1 East was shifted from Valentine to align with Adams Drive to create a nice entry into the subdivision.
 - The 25 foot dedication on East Road 3 North was addressed.
 - The proposed changes were still in substantial conformance with the prior approved conceptual plat approved during zone change.
- The preliminary plat met all the requirements set by Section 5.2.3 of the UDO, with access on both East Perkinsville Road and North Road 1 East and the development would connect to Town water and sewer.
- The Development Service and Public Works Departments had completed an initial overview of the plat. After approval of the preliminary plat, the project would go through the technical review process and come back through the public hearing process for the final plat review.
- Staff and the Planning and Zoning Commission recommended approval of the preliminary plat with the following stipulations:
 - Align the proposed North Road 1 East entrance with either Valentine Road or Adams Drive
 - Make a dedication of 25' along the northern property line for East Road 3 North.
 - The proposed pathway along East Perkinsville Road will need to be paved and will need to meander.
- Council and Staff discussed the following:
 - Sidewalks along Road 1 East and Perkinsville Road would be part of the development.
 - The intention would to eventually connect Road 1 East with Road 3 North.
- MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Perkinsville 40 Preliminary Plat to subdivide approximately 44.3 acres into 161 lots with an average lot size of approximately 7,000 square feet developed over multiple phases with the following stipulations:
 - Modified to state: Align the proposed extension of Valentine Road with the existing Adams Drive.
 - Make a dedication of 25' along the northern property line for East Road 3 North.
 - The proposed pathway along East Perkinsville Road will need to be paved and will need to meander.

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

5 - 0 PASSED - Unanimously

[illegible]

PERKINSVILLE 44
PHASING MAP
9-3-2021





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 10/26/2021
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2021-1194 disbanding and dissolving the Town of Chino Valley Senior Center Advisory Board. (Cyndi Thomas, Assistant Community Services Director)

RECOMMENDED ACTION:

Approve Resolution No. 2021-1194 disbanding and dissolving the Town of Chino Valley Senior Center Advisory Board.

SITUATION AND ANALYSIS:

On February 14, 1991, the Town of Chino Valley Council adopted Resolution No. 290 to create the Senior Center Advisory Board and Bylaws. Through the years, additional resolutions have passed changing different board duties, rules, policies, and procedures; currently, the Senior Center Advisory board is conducting business under Resolution No. 10-1073. While the need for senior and community member input regarding such things as nutrition, activities, senior information, and social interaction is great, currently, the structure of the Advisory board does not meet these needs. Some disconnect is due to federal policies, guidelines, and regulations monitored by local and state agencies such as the Northern Arizona Council of Governments (NACOG) and the Arizona Department of Economic Security (DES). After careful consideration and discussion with the Senior Center Advisory Board and other members of the senior community, staff recommends disbanding the Advisory Board and forming a committee, which can act as liaisons between the senior community and staff. This committee could meet as often as needed and would discuss topics such as nutrition, activities, senior information, classes, transportation, and social interaction. The group would also be able to help plan and facilitate senior events and special holidays without having to have an agenda and take minutes. It would then be the staff's responsibility to present to Council the happenings of the senior center.

Fiscal Impact

Attachments

RES 2021-1194 - Disbanding Senior Center Advisory Board

RESOLUTION NO. 2021-1194**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DISBANDING THE TOWN OF CHINO VALLEY SENIOR CENTER ADVISORY BOARD; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.**

WHEREAS, the Town Council established the Town of Chino Valley Senior Center Advisory Board (the "Board") and the Senior Center Advisory Board Bylaws (the "Bylaws") in 1991 pursuant to Resolution No. 290, to receive input from seniors regarding myriad issues, such as nutrition, lifestyle, transportation, and social interaction; and

WHEREAS, Town Council has since amended the Bylaws through the adoption of Resolution Nos. 425, 495, 507, 555, and 10-1073; and

WHEREAS, the Town Council finds that the Board is not needed, as it no longer fulfills its intended purpose.

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

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

SECTION 2. The Town of Chino Valley Senior Center Advisory Board is hereby disbanded, and all of its members are relieved of their responsibilities.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of October, 2021.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1194 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on October 26, 2021, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk