



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**STUDY SESSION
TUESDAY, NOVEMBER 9, 2021
5:00 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; ROLL CALL
2. **p.5** Discussion regarding upcoming 2022 Town Council meeting schedule. (Erin N. Deskins, Town Clerk)
3. **p.7** Consideration and discussion regarding UDO §1.4.2 Powers and Duties of the Planning and Zoning Commission, UDO Committee function, discussion on guest house definition, and possible placement permit on parcels relating to cargo containers. (Laurie Lineberry, Development Services Director)
4. ADJOURNMENT

**REGULAR MEETING
TUESDAY, NOVEMBER 9, 2021
6:00 P.M.**

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

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. p.9** Presentation by Erin Mabery, Executive Director, Yavapai Big Brother Big Sisters, and proclamation declaring December 31, 2021, as Yavapai Big Brother Big Sisters 50th Anniversary. (Annie Perkins, Vice-Mayor)
- b. p.11** Presentation of AZ Pro Racing hosting two weekend events at Old Home Manor. (Maggie Tidaback, Economic Development Project Manager)
- c. p.13** Presentation by Vincent Gallegos from Central Yavapai Metropolitan Planning Organization (CYMPO) regarding their five-year program and overview. (Frank Marbury, Public Works Director/Town Engineer)

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.15** Consideration and possible action to award a Professional Services Agreement to Civiltec Engineering, Inc. (Civiltec) for the design of the FY22 Street Improvements Projects in the amount of \$69,973. (Frank Marbury, Public Works Director/Town Engineer)
- b. **p.41** Consideration and possible action to award a Professional Services Agreement to Civiltec Engineering, Inc. (Civiltec) for the design of the FY23 Street Improvements Project in the amount of \$89,546. (Frank Marbury, Public Works Director/Town Engineer)
- c. **p.65** Consideration and possible action to approve the Professional Services Agreement with EHS Support, LLC, for the final phase of Northern Arizona Groundwater Flow Modeling Work for the Wine Glass Ranch (Big Chino Subbasin) in an amount not to exceed \$120,957. (Frank Marbury, Public Works Director/Town Engineer)
- d. **p.93** Consideration and possible action to approve the Town's continued participation in the Opioid Settlement and authorize the Mayor to sign the One Arizona Opioid Settlement Distribution Agreement. (Joe Duffy, Administrative Services Director).

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.147** 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.

7. ADJOURNMENT

Dated this 4th day of November, 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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.

Meeting Date: 11/09/2021

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

Department: Town Clerk

**Estimated length
of Staff Presentation:**

Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion regarding upcoming 2022 Town Council meeting schedule. (Erin N. Deskins, Town Clerk)

SITUATION & ANALYSIS:

Staff would like direction from Council to proceed with a calendar of regular meetings, dates with agenda packet distribution; as well as holidays on which Town offices are closed and exclude study sessions on the third Tuesday of each month. Per Town Code §30.065, "The Mayor or the Council, by common consent thereof, may call a study session of the Council at any time by notifying the Councilmembers of the date, time, place and purpose of the study session. Notice of the study session shall be made pursuant to state law for public meetings." Therefore, by specifically calendaring study sessions, staff must publish canceled notifications no later than 24 hours prior to a cancellation.

Attachments

2022 draft calendar

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
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20	21	22	23	24	25	26
27	28	29	30	31		

April						
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May						
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29	30	31				

June						
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July						
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31						

August						
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September						
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October						
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23	24	25	26	27	28	29
30	31					

November						
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27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Base Council Meetings/ Packet Distribution Schedule

January

01: New Year's Day (Sat)

17: M L King Day (Mon)

February

21: Presidents' Day (Mon)

May

30: Memorial Day (Mon)

July

04: Independence Day (Mon)

September

05: Labor Day (Mon)

November

10: Veterans Day (observed)

24: Thanksgiving Day (Thu)

December

26: Christmas Day (observed)
(Thu)

Legend

	Town Offices Closed (M-Th)
	Regular Meeting (RM)
	RM Packet Distributed
	Meeting Cancelled



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

3.

Meeting Date: 11/09/2021

Contact Person: Laurie Lineberry, Development Services Director
Phone: 928-636-4427

Department: Development Services

Estimated length 5 minutes

of Staff Presentation:

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and discussion regarding UDO §1.4.2 Powers and Duties of the Planning and Zoning Commission, UDO Committee function, discussion on guest house definition, and possible placement permit on parcels relating to cargo containers. (Laurie Lineberry, Development Services Director)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

a.

Meeting Date: 11/09/2021
Contact Person: Erin Deskins, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation by Erin Mabery, Executive Director, Yavapai Big Brother Big Sisters, and proclamation declaring December 31, 2021, as Yavapai Big Brother Big Sisters 50th Anniversary. (Annie Perkins, Vice-Mayor)

SITUATION & ANALYSIS:

Yavapai Big Brothers Big Sisters has requested the attached proclamation.

Attachments

proclamation



YAVAPAI BIG BROTHERS BIG SISTERS 50TH ANNIVERSARY PROCLAMATION

WHEREAS, In August 1971, Yavapai Big Brothers Big Sisters was established to provide one-on-one mentoring to the children of Yavapai county; and

WHEREAS, in August of 2021 Yavapai Big Brothers Big Sisters is celebrating 50 years of serving local children through one-on-one mentoring relationships with caring adult volunteers; and

WHEREAS, Yavapai Big Brothers Big Sisters is the number one mentoring organization in Yavapai County; and

WHEREAS, over 11,000 Little Brothers and Sisters have been matched with Big Brothers and Sisters across Yavapai County; and

WHEREAS, through partnership with parents and guardians, volunteers and others in the community, each child was helped to achieve higher aspirations, educational success, greater confidence and learn how to build better relationships; and

WHEREAS, when children have the influence of a caring adult, they are:

- 46% less likely than their peers to start using drugs
- 52% less likely to skip school
- 55% more likely to enroll in college; and

WHEREAS, creating and professionally supporting one-on-one mentoring relationships that ignite the promise in us all, allowing everyone to achieve their full potential; and

WHEREAS, Yavapai Big Brothers Big Sisters mentoring is Professional; Mentoring is Intentional: Mentoring us Meaningful; and

THEREFORE, BE IT RESOLVED that I, Jack Miller, Mayor of Chino Valley, AZ, do hereby proclaim December 31, 2021, to be Yavapai Big Brothers Big Sisters 50th Anniversary.

And express appreciation on behalf of the Town of Chino Valley, to the 11,000 volunteers that have provided one-on-one mentoring of the youth of Yavapai County in its 50 years of existence.

Jack Miller, Mayor

ATTEST: Erin N. Deskins, Town Clerk





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

b.

Meeting Date: 11/09/2021
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Economic Development
Estimated length of Staff Presentation: 5 minutes
Physical location of item: Old Home Manor

AGENDA ITEM TITLE:

Presentation of AZ Pro Racing hosting two weekend events at Old Home Manor. (Maggie Tidaback, Economic Development Project Manager)

SITUATION & ANALYSIS:

AZ Pro Racing is based out of Phoenix and have hosted several races over the last 10 years all throughout Arizona. As an example, they have events in Mormon Lake, the White Mountains, Wickenburg and Flagstaff. They have approached the Town to host two weekend events at Old Home Manor in 2022. The "Chino Bandito" would be scheduled for May 27 & 30 and the "Chino Valley Grand Prix" would be scheduled for April 16 & 17.

The Chino Bandito is a guided UTV ride and the Chino Valley Grand Prix event is races for all ages and includes motorcycles, quads and UTV's.

AZ Pro Racing is fully insured with the town listed as additionally insured. They are responsible for all set up, take down. As the Grand Prix event is set up as an actual race course, they will be responsible for returning the property to its original state when the event is over. They will also be responsible for dust mitigation. They require nothing from the Town other than the use of land at Old Home Manor.

The Arizona Office of Tourism estimates that the average overnight visitor has 2.4 persons per car, with a per-party, per-day expenditure of \$250/car. On average AZ Pro Racing brings 400 racers (a total of about 1,000 people) to town for a 2 night event. This would be a positive economic impact on our community.

Attachments

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

c.

Meeting Date: 11/09/2021
Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation by Vincent Gallegos from Central Yavapai Metropolitan Planning Organization (CYMPO) regarding their five-year program and overview. (Frank Marbury, Public Works Director/Town Engineer)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 11/09/2021
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: Various

AGENDA ITEM TITLE:

Consideration and possible action to award a Professional Services Agreement to Civiltec Engineering, Inc. (Civiltec) for the design of the FY22 Street Improvements Projects in the amount of \$69,973. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Award a Professional Services Agreement to Civiltec for the design of the FY22 Street Improvements Project in the amount of \$69,973.

SITUATION AND ANALYSIS:

The Capital Improvement Plan (CIP) identified four priority street projects for FY22. Civiltec was selected from the on-call list to provide design services for these projects. The scope of work includes the development of construction plans and special provisions for the reconstruction of the following FY22 street projects identified and funding in the CIP:

- East Road 2 South from South State Route 89 to South Road 1 East (2,000')
- North Road 1 West from West Road 1 North to West Road 2 North (2,700')
- West Road 4 1/2 North from North Reed Road to North Road 1 West (5,430')
- Antelope Drive including a 100' diameter Cul-de-sac at the south end of the road (1,050')

The proposed tasks and fees for the projects are as follows:

Task 1	Topographic Survey / Base Maps	\$16,172.00
Task 2	Preliminary 60% Submittal	\$40,082.00
Task 3	Final Bid Documents	\$13,719.00
Project Total		\$69,973.00

The project is anticipated to be bid in early spring of 2022 for construction as soon as weather allows.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 21-78-5403

Available: \$69,973

Funding Source:

Attachments

PSA - Civiltec - FY2022 Street Improvements with Exhibit

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

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of November 10, 2021, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., an Arizona Corporation (the “Consultant”).

RECITALS

A. The Town is in need of professional engineering services regarding the design of the FY 2022 Street Improvements 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 November 9, 2022, 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.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$69,973.00 for the Services as set forth in the Fee Proposal (Distribution Schedule), 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, 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 \$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: Cindy Blackmore, 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”

Civiltec Engineering, Inc.,
an Arizona Corporation

By: _____

Name: _____

Title: _____

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

[Scope of Work including Fee Proposal (Distribution Schedule)]

See following pages.



October 12, 2021

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

Email: fmarbury@chinoaz.net

**Subject: Town of Chino Valley FY2022 Street Improvements
Civiltec Proposal No. PP21084.00**

Dear Mr. Marbury:

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

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop construction plans and special provisions for the following FY2022 street projects:

1. East Road 2 South from South State Route 89 to South Road 1 East (2,000')
2. North Road 1 West from West Road 1 North to West Road 2 North (2,700')
3. West Road 4 ½ North from North Reed Road to North Road 1 West (5,430')
4. Antelope Drive including a 100' diameter Cul-de-sac at the south end of the road. (1,050')

The work generally includes a topographic survey of the existing centerline, edge of pavements, edge of shoulders, visible utility appurtenances within the pavement areas, and preparation of plan/profile sheets with cross-sections and standard details for the improvements for each roadway. The approximate total length of FY2022 roadway construction is approximately 11,180'. No roadway realignments or drainage improvements are anticipated with the work being considered a pavement replacement project within the approximate limits of the existing pavement edges. A construction cost estimate and special provisions will be prepared for constructing the roadway improvements for the purpose of publicly bidding the work.

The projects are anticipated to be surveyed, designed and bid as a single project for the four captioned roadways. The construction plans, special provisions and Bid Schedule will consist of a base bid for one of the roads with Additive Alternates for the remaining 3 streets as a single bid package.

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

Phase 1 – Survey and Plan Preparation

Civiltec will prepare the project construction plans using the Tasks as described below.

Task 1 –Topographic Survey

Civiltec will conduct a limited topographic survey of the existing roadway centerline, edge of pavements, edge of shoulders and surface utilities for the preparation of the roadway plan/profile drawings and details. The new pavement is anticipated to match the existing horizontal and vertical alignments, with minor modifications included to improve the centerline profile and alignment and provide a consistent pavement width.

Task 2 – Preliminary 60% Submittal

Upon completion of Task 1, Civiltec will prepare the preliminary plan-profile sheets and details for the pavement improvements. This submittal will also include a preliminary cost estimate in Bid Schedule format and preliminary project Special Provisions.

Task 3 – Final Bid Documents

Upon completion of Task 2, Civiltec will prepare the final plan-profile sheets and details for the pavement improvements. Plans, Special Provisions and the Bid Schedule will be provided as stand-alone documents for the Town's use in bidding the project.

Assumptions:

The following assumptions apply to this proposal:

1. The Town will furnish any available GIS data including parcels, utilities, roads, drainage, contours, etc., as is available to approximately locate the roadway rights-of-ways and other improvements.
2. The topographic survey will be limited to just the roadway centerline and edge of pavements with an additional 2' to 5' for shoulder identification and match up if necessary. Surface utilities located within the roadway pavements will be surveyed for location and shown on the construction plans for adjustment to finish grade.
3. A boundary survey is not included in this proposal as the improvements will match the existing roadway pavement edges. Any property corners or roadway monument found during the survey will be included on the construction plans for reference only.
4. The pavement sections will be as agreed upon with Town Staff for inclusion in the construction plans. If a geotechnical report is required for pavement section design, it will be furnished to Civiltec by the Town.
5. Civiltec will utilize MAG and Quad-City standards and details for the planned improvements.
6. All submittals will be made via direct email or ShareFile distribution of the electronic files for printing and review by Town Staff and the affected utility providers. The final deliverables will be furnished in electronic and hard copies as noted.
7. Any necessary utility potholing will be provided by the Town.

8. Geotechnical, Archaeological, Environmental, Drainage, 404, Traffic Impact Analysis (TIA), Structural, Electrical, or other similar or incidental required reports and/or services are not included in this proposal.
9. Preparation of Traffic Control Plans is not a part of this proposal.
10. Roadway striping and signs will be called out on the construction plans for replacement in their existing locations where necessary.
11. The preparation of an SWPPP for the project will be the responsibility of the Contractor.
12. Submittals to outside agencies other than the utility providers are not anticipated or included in this proposal.
13. All bid phase services will be conducted by the Town. No construction or post-design services are included in this proposal.
14. Any required submittals to ADOT will be the responsibility of the Town. Planned improvements are not anticipated to encroach into ADOT roadways.

DELIVERABLES

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

Task 2 –Preliminary 60% plan-profile sheets and details. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well. The 60% submittal will also include a cost estimate in Bid Schedule format and draft Special Provisions.

Task 3 –Final 100% Plan-Profile sheets and details, project Special Provisions and a Bid Schedule formatted cost estimate. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well.

SCHEDULE

Civiltec is available to commence this project immediately. It is anticipated that the project will require 12 weeks for the topographic survey and preliminary 60% construction plan sheet development. Final plans and special provisions will be completed 4 weeks after receipt of the 60% plan review comments from the Town. The project is anticipated to be bid in early spring of 2022 for construction as soon as weather conditions allow.

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Task 1 –Topographic Survey/Base Maps	\$16,172.00
Task 2 – Preliminary 60% Submittal.....	\$40,082.00
Task 3 –Final Bid Documents	\$13,719.00
PROJECT TOTAL:.....	\$69,973.00

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

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October 12, 2021

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

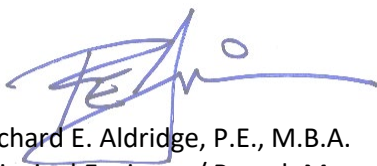
REIMBURSABLES / ADDITIONAL SERVICES

Reimbursable expenses are included in the fee structure and will not be billed separately. Additional services may be authorized by the Client based on Civiltec's Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

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

Sincerely,

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Richard E. Aldridge', is written over a rectangular box.

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

Attachments:

Civiltec Scoping Exhibits for each Street, 4 pages, 10-12-2021

Civiltec Staff Hours Spreadsheet FY2022 Street Improvements, 1 Page, dated 10-11-2021

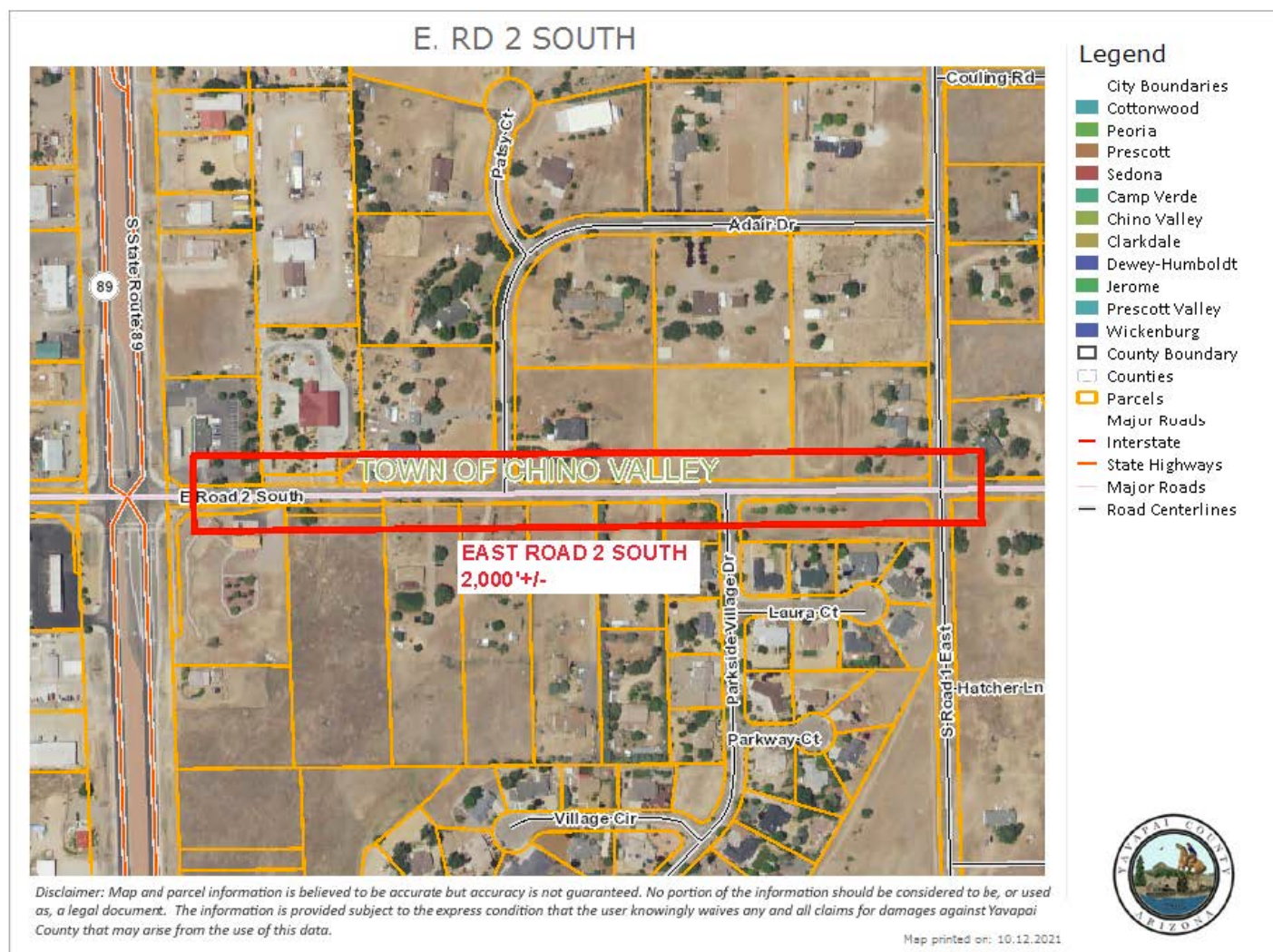
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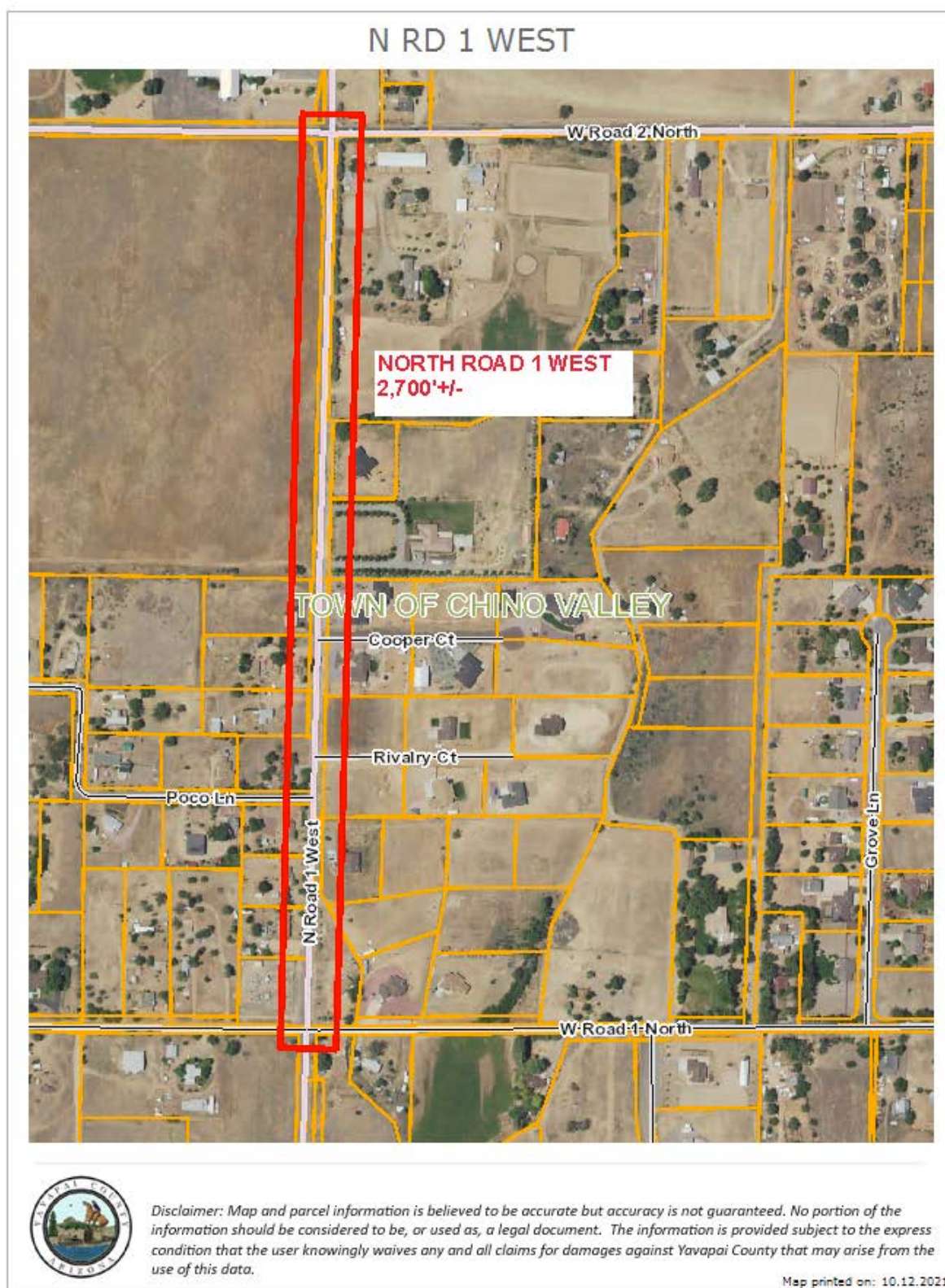
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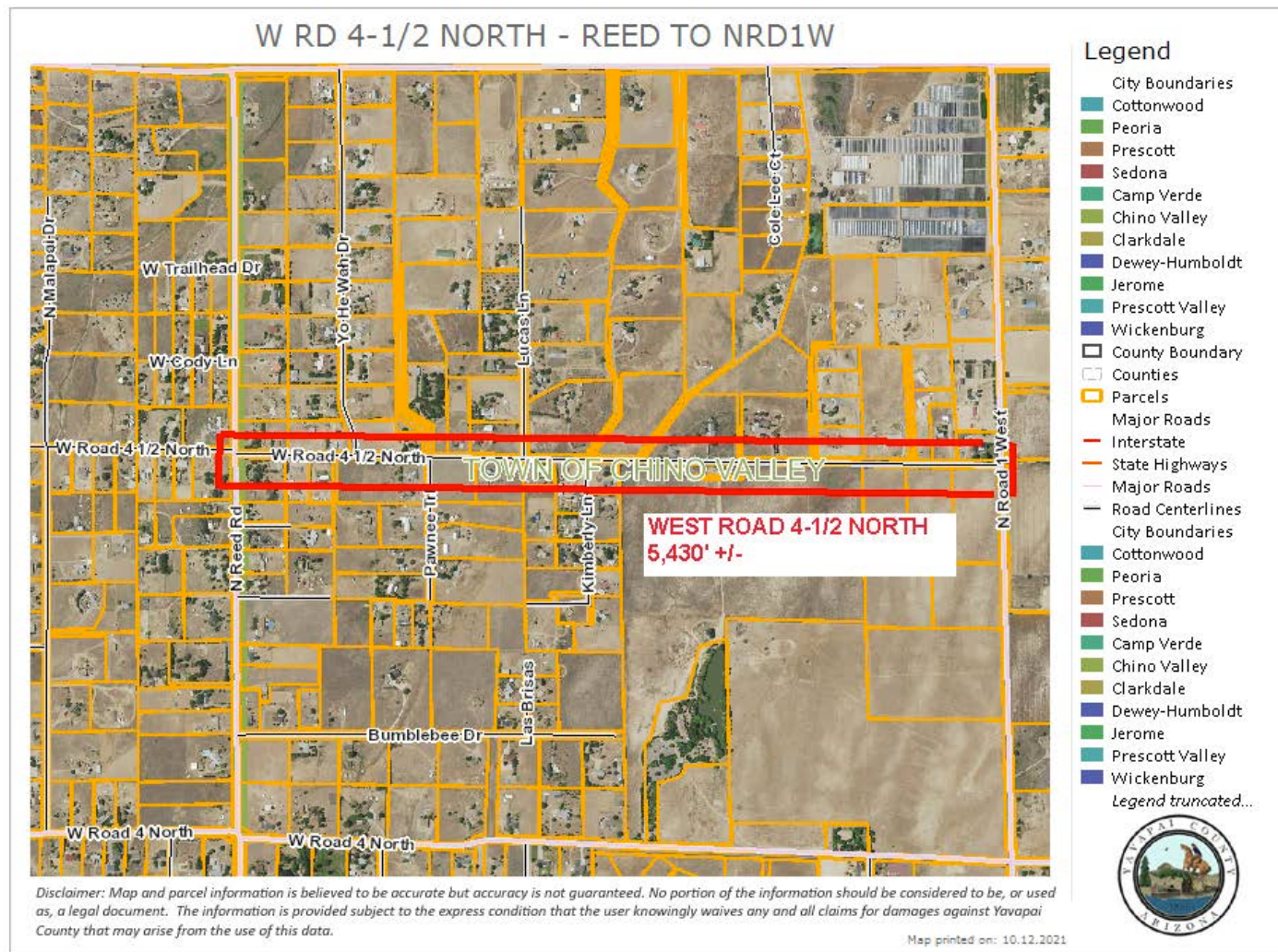
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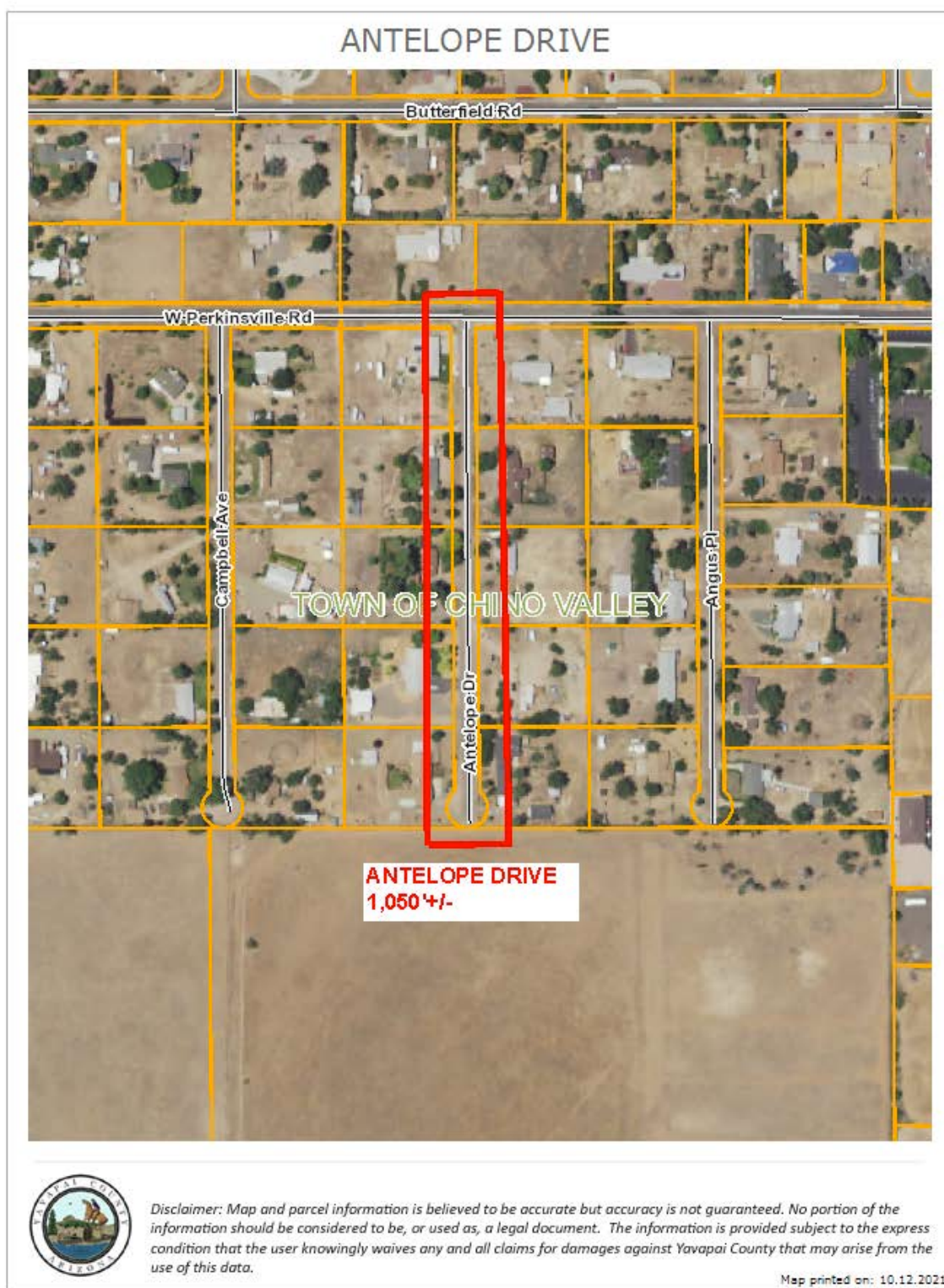
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TOCV FY2022 STREET IMPROVEMENTS

Town of Chino Valley

Time and Fee Estimate

PROPOSAL # PP21084.00**Date: August 11, 2020**

	HOURS BY PIC	HOURS BY PM	HOURS BY D	HOURS BY Admin	HOURS BY 2MS	HOURS BY SM	TOTAL COST
Scope of Work	\$ 195.00	\$ 181.00	\$ 127.00	\$ 68.00	\$ 175.00	\$ 146.00	
Phase 1 - SURVEY AND PLAN PREPARATION							\$ 69,973.00
Task 1 - Topographic Survey			52		48	8	\$ 16,172.00
Task 2 - Preliminary 60% Submittal		32	270				\$ 40,082.00
Task 3 - Final Bid Documents	1	24	68	8			\$ 13,719.00
HOURS	1	56	390	8	48	8	511
BUDGET	\$ 195.00	\$ 10,136.00	\$ 49,530.00	\$ 544.00	\$ 8,400.00	\$ 1,168.00	\$ 69,973.00

PIC = Principal Engineer
 SrE = Senior Engineer
 PE = Project Engineer
 D = Designer
 DR = Drafter
 CO = Construction Observer
 1MS = One Person Survey Crew
 SLS = Staff Land Surveyor

PM = Project Manager
 PrEE = Principal Electrical Engineer
 SE = Staff Engineer
 DD = Designer/Drafter
 Admin = Administrative Assistant/Clerical
 SM = Survey Manager
 2MS = Two Person Survey Crew
 ST = Survey Technician

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 11/09/2021
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: Various

AGENDA ITEM TITLE:

Consideration and possible action to award a Professional Services Agreement to Civiltec Engineering, Inc. (Civiltec) for the design of the FY23 Street Improvements Project in the amount of \$89,546. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Award a Professional Services Agreement to Civiltec for the design of the FY23 Street Improvements Project in the amount of \$89,546.

SITUATION AND ANALYSIS:

The Capital Improvement Plan (CIP) identified three priority street projects for FY23. Civiltec was selected from the on-call list to provide design services for these projects. The scope of work includes the development of construction plans and special provisions for the reconstruction of the following FY23 street projects identified and funded in the CIP:

- East Road 1 South from South State Route 89 to South Road 1 East (2,050')
- South Road 1 East from East Fletcher Court to East Road 3 South including a gravity sewer line and a new (dry) waterline for future connections (6,200')
- Campbell Ave including a 100' diameter Cul-de-sac at the south end of the road (1,050')

The proposed tasks and fees for the projects are as follows:

Task 1	Topographic Survey / Base Maps	\$14,422.00
Task 2	Preliminary 60% Submittal	\$36,272.00
Task 3	Preliminary 60% Water & Sewer Plans	\$20,518.00
Task 4	Final Bid Documents	\$18,334.00
Project Total		\$89,546.00

FY23 project survey and design is anticipated to begin after the completion of the FY22 Street Improvements project bid documents and is to be ready for bid in late 2023.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 21-78-5403

Available: \$89,546

Funding Source:

Funds will be account for in the Roads Capital Improvement Fund

Attachments

PSA - Civiltec - FY2023 Street Improvements with Exhibit

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

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of November 10, 2021, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., an Arizona Corporation (the “Consultant”).

RECITALS

- A. The Town is in need of professional engineering services regarding the design of the FY 2023 Street Improvements 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 November 9, 2022, 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.
3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$89,546.00 for the Services as set forth in the Fee Proposal (Distribution Schedule), 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, 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 \$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: Cindy Blackmore, 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”

Civiltec Engineering, Inc.,
an Arizona Corporation

By: _____

Name: _____

Title: _____

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

[Scope of Work including Fee Proposal (Distribution Schedule)]

See following pages.



October 12, 2021

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

Email: fmarbury@chinoaz.net

**Subject: Town of Chino Valley FY2023 Street Improvements
Civiltec Proposal No. PP21085.00**

Dear Mr. Marbury:

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

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop construction plans and special provisions for the following FY2023 street projects:

1. East Road 1 South from South State Route 89 to South Road 1 East (2,050')
2. South Road 1 East from East Fletcher Court to East Road 3 South including a gravity sewer line and a new (dry) waterline for future connections (6,200')
3. Campbell Ave including a 100' diameter Cul-de-sac at the south end of the road. (1,050')

The work generally includes a topographic survey of the existing centerline, edge of pavements, edge of shoulders, visible utility appurtenances within the pavement areas, and preparation of plan/profile sheets with cross-sections and standard details for the improvements for each roadway. The approximate total length of FY2023 roadway construction is approximately 9,250'. South Road 1 East (2. above) also includes a new water line and new sewer line, requiring Yavapai County Development Services Approval to Construct permit separately for the water and the sewer improvements. No roadway realignments or drainage improvements are anticipated with the work being considered a pavement replacement project within the approximate limits of the existing pavement edges. A construction cost estimate and special provisions will be prepared for constructing the roadway improvements for the purpose of publicly bidding the work.

The projects are anticipated to be surveyed, designed and bid as a single project for the three captioned roadways. The construction plans, special provisions and Bid Schedule will consist of a base bid for one of the roads with Additive Alternates for the remaining 2 streets as a single bid package.

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

Phase 1 – Survey and Plan Preparation

Civiltec will prepare the project construction plans using the Tasks as described below.

Task 1 –Topographic Survey

Civiltec will conduct a limited topographic survey of the existing roadway centerline, edge of pavements, edge of shoulders and surface utilities for the preparation of the roadway plan/profile drawings and details. The new pavement is anticipated to match the existing horizontal and vertical alignments, with minor modifications included to improve the centerline profile and alignment and provide a consistent pavement width.

Task 2 – Preliminary 60% Submittal

Upon completion of Task 1, Civiltec will prepare the preliminary plan-profile sheets and details for the pavement improvements and the water and sewer lines. This submittal will also include a preliminary cost estimate in Bid Schedule format and preliminary project Special Provisions.

Task 3 – Preliminary 60% Water & Sewer Plans

Civiltec will prepare the preliminary plan-profile sheets and details for the water and sewer lines. These sheets will be a part of the 60% plan set. We will also prepare the Engineering Water and Sewer Design report for the new utilities. The Town will provide any water and sewer reports and as-built plans that are available for those utilities that are connecting to or are adjacent to the planned new lines.

Task 4 – Final Bid Documents

Upon completion of Task 2, Civiltec will prepare the final plan-profile sheets and details for the pavement improvements. Plans, Special Provisions and the Bid Schedule will be provided as stand-alone documents for the Town's use in bidding the project. Civiltec will prepare and submit the YCDS application for the Approval to Construct the water and sewer improvements to the County.

Assumptions:

The following assumptions apply to this proposal:

1. The Town will furnish any available GIS data including parcels, utilities, roads, drainage, contours, etc., as is available to approximately locate the roadway rights-of-ways and other improvements.
2. The topographic survey will be limited to just the roadway centerline and edge of pavements with an additional 2' to 5' for shoulder identification and match up if necessary. Surface utilities located within the roadway pavements will be surveyed for location and shown on the construction plans for adjustment to finish grade.
3. A boundary survey is not included in this proposal as the improvements will match the existing roadway pavement edges. Any property corners or roadway monument found during the survey will be included on the construction plans for reference only.

4. The pavement sections will be as agreed upon with Town Staff for inclusion in the construction plans. If a geotechnical report is required for pavement section design, it will be furnished to Civiltec by the Town.
5. Civiltec will utilize MAG and Quad-City standards and details for the planned improvements.
6. All submittals will be made via direct email or ShareFile distribution of the electronic files for printing and review by Town Staff and the affected utility providers. The final deliverables will be furnished in electronic and hard copies as noted.
7. Any necessary utility potholing will be provided by the Town.
8. Geotechnical, Archaeological, Environmental, Drainage, 404, Traffic Impact Analysis (TIA), Structural, Electrical, or other similar or incidental required reports and/or services are not included in this proposal.
9. Preparation of Traffic Control Plans is not a part of this proposal.
10. Roadway striping and signs will be shown on the construction plans for replacement in their existing locations where necessary.
11. The preparation of an SWPPP for the project will be the responsibility of the Contractor.
12. Submittals to outside agencies other than the utility providers and Yavapai County Development Services for the water and sewer line Approvals to Construct are not anticipated or included in this proposal.
13. All bid phase services will be conducted by the Town. No construction or post-design services are included in this proposal.
14. Any required submittals to ADOT will be the responsibility of the Town. Planned improvements are not anticipated to encroach into ADOT roadways.

DELIVERABLES

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

Task 2 & 3 –Preliminary 60% plan-profile sheets, water and sewer plans and project detail sheets. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well. The 60% submittal will also include a cost estimate in Bid Schedule format and draft Special Provisions.

Task 4 –Final 100% Plan-Profile sheets and details, project Special Provisions and a Bid Schedule formatted cost estimate. The documents and exhibits will be furnished to the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those can be furnished as well.

SCHEDULE

Civiltec is available to commence this project immediately. It is anticipated that the project will require 12 weeks for the topographic survey and preliminary 60% construction plan sheet development. Final plans and special provisions will be completed 4 weeks after receipt of the 60% plan review comments from the Town. Note that the FY2023 project survey and design is anticipated to begin after the completion of the FY2022 Street Improvements project bid documents and is to be ready for bid in late 2023.

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Task 1 –Topographic Survey/Base Maps	\$14,422.00
Task 2 – Preliminary 60% Submittal	\$36,272.00
Task 3 – Preliminary 60% Water & Sewer Plans	\$20,518.00
Task 4 –Final Bid Documents	\$18,334.00
PROJECT TOTAL:.....	\$89,546.00

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

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

REIMBURSABLES / ADDITIONAL SERVICES

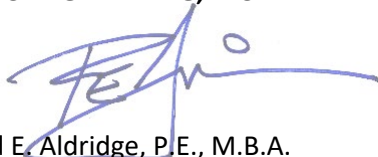
Reimbursable expenses are included in the fee structure and will not be billed separately. Additional services may be authorized by the Client based on Civiltec's Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

Application and Review fees for the Civiltec submittals to Yavapai County Development Services for the Approval to Construct the water and sewer lines will be the responsibility of the Town.

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

Sincerely,

CIVILTEC ENGINEERING, INC.



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

Attachments:

Civiltec Scoping Exhibits for each Street, 3 Pages, 10-12-2021

Civiltec Staff Hours Spreadsheet FY2023 Street Improvements, 1 Page, dated 10-12-2021

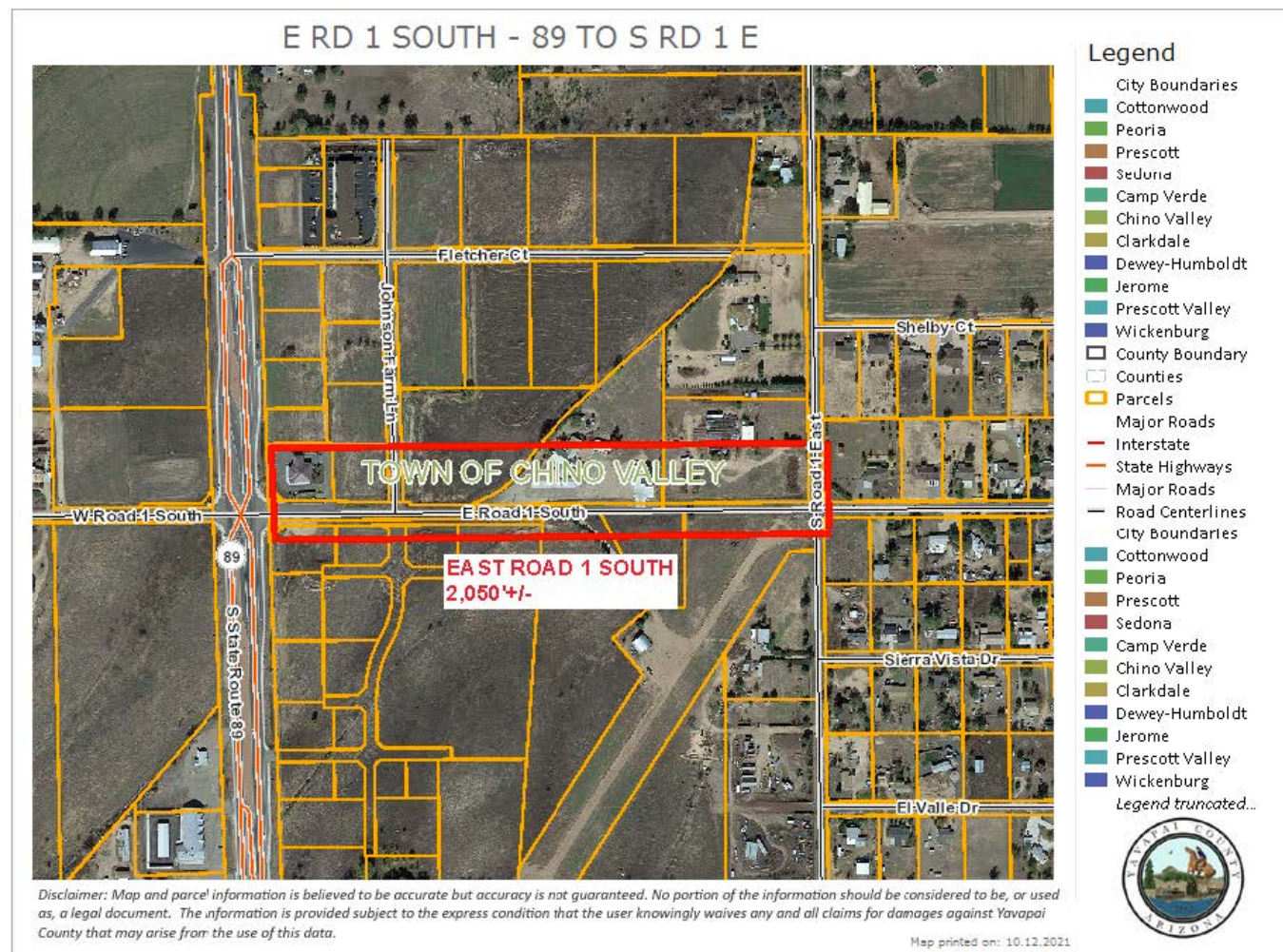
PP20084.00- Town of Chino Valley FY2023 Street Improvements

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PP20084.00- Town of Chino Valley FY2023 Street Improvements

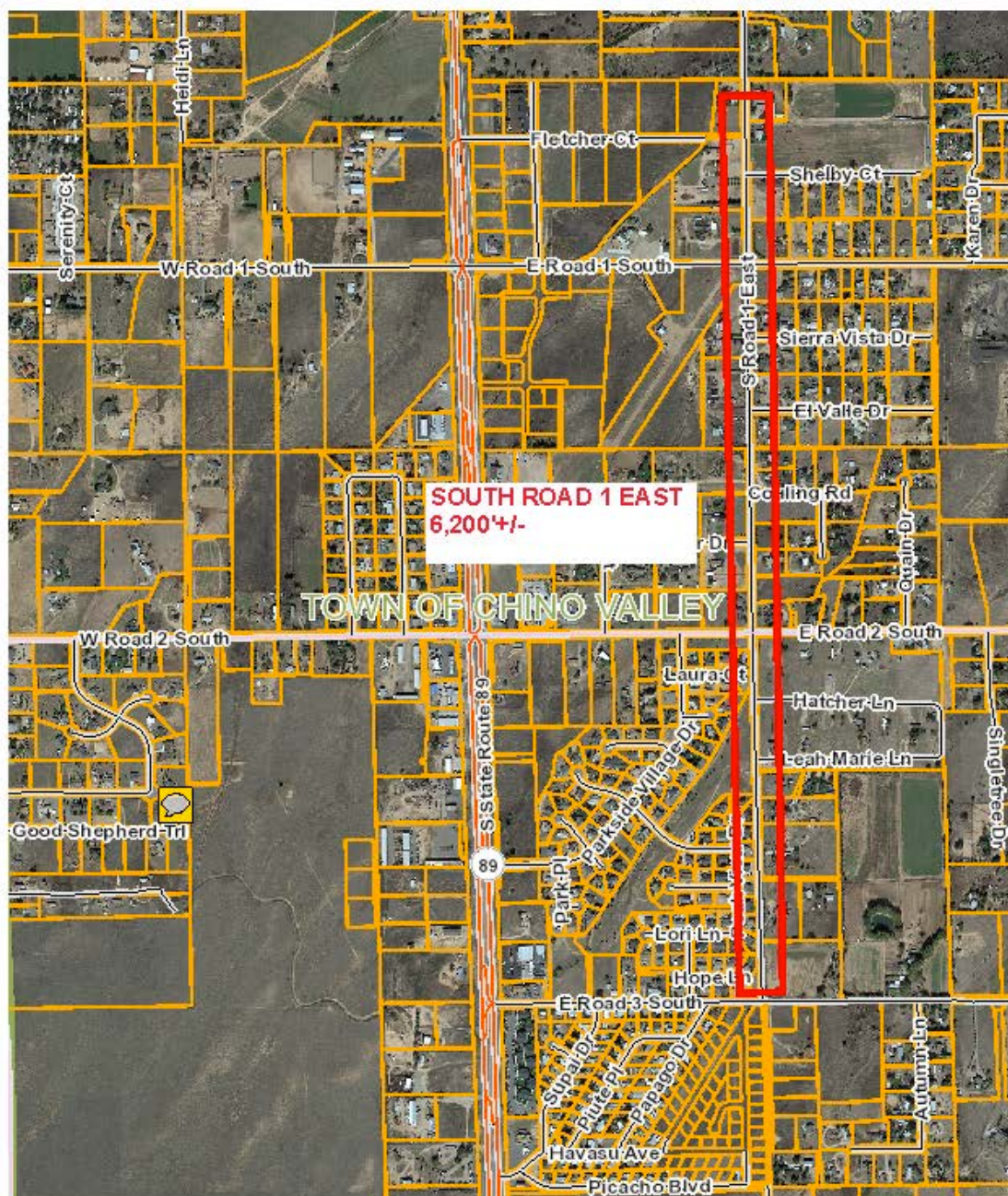
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S RD 1 E - FLETCHER CT TO E RD 3 S



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

Map printed on: 10.12.2021

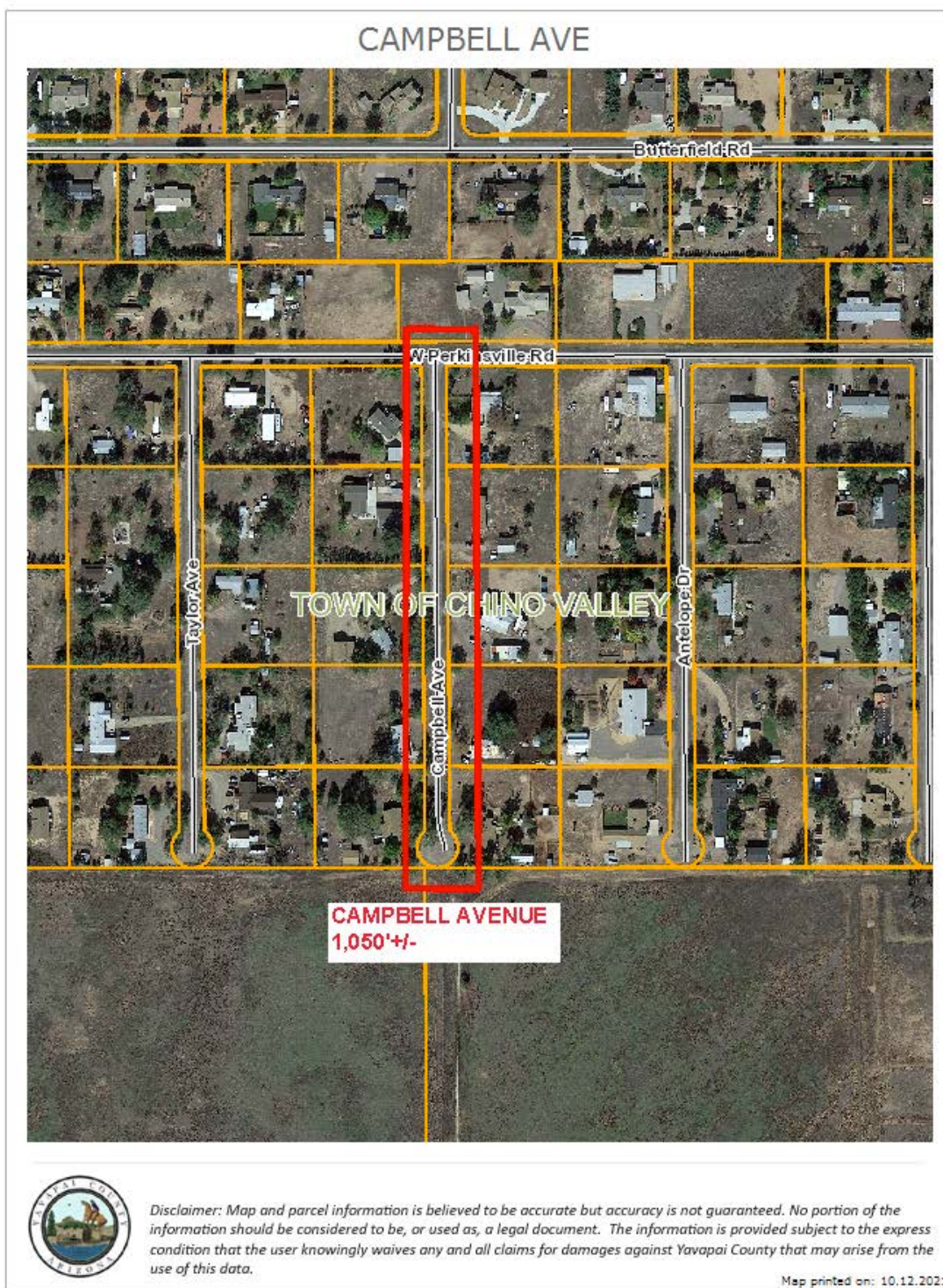
PP20084.00- Town of Chino Valley FY2023 Street Improvements

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TOCV FY2023 STREET IMPROVEMENTS**Town of Chino Valley****Time and Fee Estimate****PROPOSAL # PP21085.00****Date: October 12, 2021**

Scope of Work	HOURS BY PIC \$ 195.00	HOURS BY PM \$ 181.00	HOURS BY D \$ 127.00	HOURS BY Admin \$ 68.00	HOURS BY 2MS \$ 175.00	HOURS BY SM \$ 146.00	TOTAL COST
Phase 1 - SURVEY AND BID DOCUMENTS							\$ 89,546.00
Task 1 - Topographic Survey			52		38	8	\$ 14,422.00
Task 2 - Preliminary 60% Submittal		32	240				\$ 36,272.00
Task 3 - Preliminary 60% Water & Sewer	2	24	120	8			\$ 20,518.00
Task 4 - Final Bid Documents	2	40	80	8			\$ 18,334.00
HOURS	4	96	492	16	38	8	654
BUDGET	\$ 780.00	\$ 17,376.00	\$ 62,484.00	\$ 1,088.00	\$ 6,650.00	\$ 1,168.00	\$ 89,546.00

PIC = Principal Engineer
 SrE = Senior Engineer
 PE = Project Engineer
 D = Designer
 DR = Drafter
 CO = Construction Observer
 1MS = One Person Survey Crew

PM = Project Manager
 PrEE = Principal Electrical Engineer
 SE = Staff Engineer
 DD = Designer/Drafter
 Admin = Administrative Assistant/Clerical
 SM = Survey Manager
 2MS = Two Person Survey Crew



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 11/09/2021

Contact Person: Frank Marbury, Public Works Director/Town Engineer
Phone: 928-636-7140 x-1226

Department: Public Works

Estimated length None

of staff presentation:

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with EHS Support, LLC, for the final phase of Northern Arizona Groundwater Flow Modeling Work for the Wine Glass Ranch (Big Chino Subbasin) in an amount not to exceed \$120,957 . (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve the Professional Services Agreement with EHS Support, LLC for final phase of Northern Arizona Groundwater Flow Modeling Work for the Wine Glass Ranch (Big Chino Subbasin) in an amount not to exceed \$120,957.

SITUATION AND ANALYSIS:

The Town has completed several phases of work for the Wine Glass Ranch that include: 1) Phase 1 - Work Plan (this was completed at no cost to the Town and a savings of \$67,000); 2) a physical availability determination for which the Town has recently submitted a report to ADWR for determining the physically available water at the Wine Glass Ranch for 100 years. This will provide an ADWR accepted model for the next phase of work and the Town's partner, the Nature Conservancy (this work was a 50/50 cost share with the Nature Conservancy, and the Town - Town's portion of costs were \$75,000).

This proposed work is the final phase of groundwater modeling work that will identify the optimal location(s) for recharge in the Big Chino Subbasin and its mitigation effects towards not impacting the Upper Verde River for future importation of water from the Big Chino.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5543

Available: \$120,957

Funding Source:

Funds will be accounted for in the General Fund - Capital Improvement Fund.

Attachments

Scope of Work

PSA - Assessment of Potential Groundwater Recharge Sites - with exhibit

September 17, 2021

Ms. Cindy Blackmore
Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

RE: Proposal to Assess Potential Groundwater Recharge Sites and Mitigation Scenario Development for the Town of Chino Valley, Yavapai County, Arizona

Dear Ms. Blackmore:

EHS Support LLC (EHS Support) has prepared this scope of work and proposal for your consideration to complete an assessment of potential groundwater recharge sites for the Town of Chino Valley (Town). The project is intended to identify potential sites for surface discharge of A+ wastewater to allow for infiltration and enhancement of groundwater levels within the Big Chino sub-basin and headwaters of the Verde River. The project siting analysis will be accomplished via both a desktop ranking criteria and numerical modeling efforts utilizing groundwater modeling that includes, but is not limited to, use of the United States Geological Survey's (USGS) Northern Arizona Regional Groundwater Flow Model (NARGFM). Each site will be evaluated for its mitigation abilities for offsetting pumping at the Wine Glass Ranch for the purposes of importing that water supply.

Key Assumptions

One of the primary tools to be employed as part of the proposed assessment is the 2021 EHS' calibrated version of the USGS' NARGFM. The numerical model was calibrated as part of the recent Analysis of Assured Water Supply Permit application (AAWS) analysis performed for proposed groundwater 100-year withdrawals associated with the Town's Wine Glass Ranch property for future importation. It is anticipated that most of the proposed interpretive work will be influenced by assumptions, artifacts and uncertainties that are inherent in NARGFM, as well as publicly available data and feedback from the Arizona Department of Water Resources on the modeling prepared as part of the Town's pending application.

The following were assumed as part of this proposed study:

- The proposed study will be, to some extent, influenced by applicable assumptions and uncertainties associated with groundwater models and publicly available data.
- The assessment of properties for potential future recharge efforts will be constrained to areas within the Big Chino Valley and any private, State Trust Lands or City of Prescott owned land.
- Initial site characterization and ranking will focus solely on publicly available data or any site-specific data provided by the Town prior to Task 3 commencing.



- Field activities regarding site specific soils characterization will occur as part of a future effort once the Town approves a site(s) for further analysis and a site-specific estimate is prepared and accepted.
- Information regarding Town infrastructure, proposed volumes and other relevant source/delivery mechanisms will be supplied by the Town upon request.

Scope of Work and Schedule

This proposal includes the following key tasks and indicative schedule, contingent on Town review/approval timelines and data availability. EHS Support proposes to begin work upon receipt of written authorization to proceed.

Phase I: Data Collection and Model Work Plan Development (2 months)

- Task 1: Data and Literature Review
- Task 2: Model Workplan Development

Phase II: Site Screening and Selection (1 month)

- Task 3: Desktop Analysis and Site Selection

Phase III: Numerical Model Application (4 months)

- Task 4: Model Re-calibration
- Task 5: Numerical Modeling of Sites
- Task 6: Site Ranking and Draft Assessment Report

(FUTURE PHASE) Phase IV: Site Specific Investigation (TBD)

- Task 7: Field Data Collection and Analysis
- Task 8: Model Updates
- Task 9: Numerical Modeling with Site Specific Data
- Task 10: Final Modeling Report

The tasks are described in additional detail below.

PHASE I: DATA COLLECTION AND MODEL WORK PLAN DEVELOPMENT

Task 1: Data and Literature Review

This task will focus on research, collection, and review of publicly available data regarding items such as soil types, hydraulic conductivity, evapotranspiration, and regulatory requirements for applicable artificial recharge programs. The literature and data collected will be used to assess local environmental conditions and develop a customized set of screening criteria, evaluate a broad range of candidate sites, and inform modeling efforts. In addition to any site-specific areas supplied by the Town, the collection and review of GIS and parcel data within the Big Chino Valley properties will be assessed to inform future site selection efforts. Information from the Town may be requested by EHS to aid in developing project siting matrices and rankings regarding mitigation viability, location preferences, wastewater plant infrastructure locations, assumed flows, proposed distribution lines and/or other items that will aid in informing site selection criteria and modeling efforts.



Task 2: Model Workplan Development

The model workplan formalizes the Task 1 findings and serves as a complete design document which outlines the principal modeling approaches, data gaps and selection criteria for future tasks. The work plan will serve as a critical roadmap for the assessment and includes a conceptual model of the study area, the modeling framework, model refinements and updates, calibration criteria, number of sites proposed for evaluation based on initial data collection efforts, ranking criteria, and impact analysis scenarios. The draft model workplan will be provided to the Town for review and approval prior to implementation of any further tasks. The approved model workplan will form the basis for the remainder of the tasks (with the exception of any site-specific data collection efforts identified in future phases).

PHASE II: SITE SCREENING AND SELECTION

Task 3: Desktop Analysis and Site Selection

Prior to initiating the modeling effort, a desktop analysis will be performed to identify best potential candidate sites via geospatial identification and ranking through criteria developed and approved by the Town in the model work plan. Upon completion, a technical memorandum which identifies sites for consideration and their ranking will be delivered to the Town for review and approval before commencement of site-specific modeling efforts.

PHASE III: NUMERICAL MODEL APPLICATION

Task 4: Model Re-calibration

Following receipt of feedback and approval of the previous tasks, EHS Support will identify and implement model refinements that can be applied to each candidate site to ensure comparable and replicable approach across all sites, where feasible. Model refinements will focus items such as development and implementation of an appropriate grid size and appropriate identification and adjustment of recharge rates based on selected parcel location(s) and publicly available information from the prior data and literature review. This effort is a key part of the selection criteria and will help in determining how efficiently the site can process intended recharge water volumes. All model re-calibration efforts will be documented as part of the final modeling report.

Task 5: Numerical Modeling of Sites

Upon completion of model re-calibration efforts, EHS Support will employ appropriate location specific modeling efforts using the recalibrated NARGFM model. These efforts are critical to identifying both benefits (i.e. positive enhancements or mitigation to river baseflows) and potential impacts (i.e. down-gradient landowner impacts) from proposed recharge efforts. In addition, EHS will perform other modeling efforts such as unsaturated zone modeling to identify infiltration rates using other industry approved models and methods along with the data gathered under Task 1. These were not a component of the previous AAWS modeling efforts as these efforts are more closely aligned with determining



individual site efficiency for processing proposed recharge volumes. Each modeling effort will employ an appropriate set of sensitivity runs to identify critical factors that influence site performance and other information needs for future site-specific modeling and design efforts.

Task 6: Site Ranking and Draft Assessment Report

Upon completion of the previous tasks, a draft assessment report which details the modeling results from each site evaluated and provides an overall ranking of sites will be provided to the Town. Following development of the draft assessment, an in-person review meeting is recommended to occur between the Town and EHS Support to discuss the results of the model and any significant areas of uncertainty that may need to be further evaluated based on site specific criteria or engineering and design efforts.

PHASE IV: SITE SPECIFIC INVESTIGATION

After completion of the following phases, EHS would propose a separate effort to secure access to and collect site specific information from selected site(s). Whereas the number of sites, size and location have not been decided upon at this time, these efforts and costs would be provided in additional detail after completion of the draft assessment report and identification of site(s) for further assessment by the Town. It is envisioned that the following 4 tasks would complete the effort:

- Field Data Collection and Analysis
- Model Update
- Numerical Modeling with Site Specific Data
- Final Modeling Report

Town of Chino Valley
Assessment of Potential Groundwater Recharge Sites and Mitigation Scenario Development
September 17, 2021



Cost Proposal

The project costs are based on implementation of Tasks 1 through 6 and will not exceed \$120,957. EHS will remain engaged with the Town throughout these efforts and will, at the Town's written request, provide any additional support or requested scope and cost modifications for review and approval. Only those costs incurred as part of this scope will be charged, but they will not exceed the anticipated cost without your prior approval. The anticipated cost is a budget estimate based on the present knowledge and understanding of this project. Should issues arise beyond the scope of the effort outlined above, EHS Support will complete these activities on a time and material basis, billing only the time and expenses incurred to complete the additional tasks. Out-of-scope issues will not be initiated without your expressed consent.

Item Description	Phase I		Phase II	Phase III			Totals
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	
	Data & Literature Review	Model Work Plan Development	Desktop Analysis and Site Selection	Model Re-calibration	Numerical Modeling of Sites	Site Ranking and Report	
Labor	\$15,325	\$18,700	\$14,000	\$13,100	\$34,680	\$23,460	\$119,265
Expenses						\$1,692	\$1,692
Subtotals:	\$15,325	\$18,700	\$14,000	\$13,100	\$34,680	\$23,460	\$120,957
Project Total:							\$120,957

Limitations

We are relying on existing information as referenced above. To the extent that the services require judgment, there can be no assurance that fully definitive or desired results will be obtained, or if any results are obtained, that they will be supportive of any given course of action. The services may include the application of judgment to scientific principles; to that extent, certain results of this work may be based on subjective interpretation.

Proposal Acceptance

This proposal contains indicative costs associated with the project. Acceptance of the proposal and the attached terms and conditions creates an obligation between EHS Support and the Town of Chino Valley for those activities proposed under Phase I through Phase III. If this proposal is acceptable to you, please indicate agreement through signature of an authorized representative or agent in the space provided below and return the executed copy electronically to Ernie Marks (ernie.marks@ehs-support.com).

We appreciate the opportunity to provide these services to the Town of Chino Valley. We look forward to working with you on this project. Should you have any questions or require additional information, please feel free to contact me at 850-284-5629.

Town of Chino Valley
Assessment of Potential Groundwater Recharge Sites and Mitigation Scenario Development
September 17, 2021



Sincerely,

Ernie Marks
Director, U.S. Water Resources

Agreed and Accepted:

Signature

Title

Printed Name

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EHS SUPPORT, 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 EHS SUPPORT, LLC, a Pennsylvania corporation (the “Consultant”).

RECITALS

A. The Town requires potential groundwater recharge site assessment services to identify potential sites for surface discharge of A+ wastewater into the Big Chino sub-basin and headwaters of the Verde River (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 May 11, 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 \$120,957 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 \$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.

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”

EHS SUPPORT, LLC,
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

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

[Scope of Work and Fee Proposal]

See following pages.

September 17, 2021

Ms. Cindy Blackmore
Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

RE: Proposal to Assess Potential Groundwater Recharge Sites and Mitigation Scenario Development for the Town of Chino Valley, Yavapai County, Arizona

Dear Ms. Blackmore:

EHS Support LLC (EHS Support) has prepared this scope of work and proposal for your consideration to complete an assessment of potential groundwater recharge sites for the Town of Chino Valley (Town). The project is intended to identify potential sites for surface discharge of A+ wastewater to allow for infiltration and enhancement of groundwater levels within the Big Chino sub-basin and headwaters of the Verde River. The project siting analysis will be accomplished via both a desktop ranking criteria and numerical modeling efforts utilizing groundwater modeling that includes, but is not limited to, use of the United States Geological Survey's (USGS) Northern Arizona Regional Groundwater Flow Model (NARGFM). Each site will be evaluated for its mitigation abilities for offsetting pumping at the Wine Glass Ranch for the purposes of importing that water supply.

Key Assumptions

One of the primary tools to be employed as part of the proposed assessment is the 2021 EHS' calibrated version of the USGS' NARGFM. The numerical model was calibrated as part of the recent Analysis of Assured Water Supply Permit application (AAWS) analysis performed for proposed groundwater 100-year withdrawals associated with the Town's Wine Glass Ranch property for future importation. It is anticipated that most of the proposed interpretive work will be influenced by assumptions, artifacts and uncertainties that are inherent in NARGFM, as well as publicly available data and feedback from the Arizona Department of Water Resources on the modeling prepared as part of the Town's pending application.

The following were assumed as part of this proposed study:

- The proposed study will be, to some extent, influenced by applicable assumptions and uncertainties associated with groundwater models and publicly available data.
- The assessment of properties for potential future recharge efforts will be constrained to areas within the Big Chino Valley and any private, State Trust Lands or City of Prescott owned land.
- Initial site characterization and ranking will focus solely on publicly available data or any site-specific data provided by the Town prior to Task 3 commencing.



- Field activities regarding site specific soils characterization will occur as part of a future effort once the Town approves a site(s) for further analysis and a site-specific estimate is prepared and accepted.
- Information regarding Town infrastructure, proposed volumes and other relevant source/delivery mechanisms will be supplied by the Town upon request.

Scope of Work and Schedule

This proposal includes the following key tasks and indicative schedule, contingent on Town review/approval timelines and data availability. EHS Support proposes to begin work upon receipt of written authorization to proceed.

Phase I: Data Collection and Model Work Plan Development (2 months)

- Task 1: Data and Literature Review
- Task 2: Model Workplan Development

Phase II: Site Screening and Selection (1 month)

- Task 3: Desktop Analysis and Site Selection

Phase III: Numerical Model Application (4 months)

- Task 4: Model Re-calibration
- Task 5: Numerical Modeling of Sites
- Task 6: Site Ranking and Draft Assessment Report

(FUTURE PHASE) Phase IV: Site Specific Investigation (TBD)

- Task 7: Field Data Collection and Analysis
- Task 8: Model Updates
- Task 9: Numerical Modeling with Site Specific Data
- Task 10: Final Modeling Report

The tasks are described in additional detail below.

PHASE I: DATA COLLECTION AND MODEL WORK PLAN DEVELOPMENT

Task 1: Data and Literature Review

This task will focus on research, collection, and review of publicly available data regarding items such as soil types, hydraulic conductivity, evapotranspiration, and regulatory requirements for applicable artificial recharge programs. The literature and data collected will be used to assess local environmental conditions and develop a customized set of screening criteria, evaluate a broad range of candidate sites, and inform modeling efforts. In addition to any site-specific areas supplied by the Town, the collection and review of GIS and parcel data within the Big Chino Valley properties will be assessed to inform future site selection efforts. Information from the Town may be requested by EHS to aid in developing project siting matrices and rankings regarding mitigation viability, location preferences, wastewater plant infrastructure locations, assumed flows, proposed distribution lines and/or other items that will aid in informing site selection criteria and modeling efforts.



Task 2: Model Workplan Development

The model workplan formalizes the Task 1 findings and serves as a complete design document which outlines the principal modeling approaches, data gaps and selection criteria for future tasks. The work plan will serve as a critical roadmap for the assessment and includes a conceptual model of the study area, the modeling framework, model refinements and updates, calibration criteria, number of sites proposed for evaluation based on initial data collection efforts, ranking criteria, and impact analysis scenarios. The draft model workplan will be provided to the Town for review and approval prior to implementation of any further tasks. The approved model workplan will form the basis for the remainder of the tasks (with the exception of any site-specific data collection efforts identified in future phases).

PHASE II: SITE SCREENING AND SELECTION

Task 3: Desktop Analysis and Site Selection

Prior to initiating the modeling effort, a desktop analysis will be performed to identify best potential candidate sites via geospatial identification and ranking through criteria developed and approved by the Town in the model work plan. Upon completion, a technical memorandum which identifies sites for consideration and their ranking will be delivered to the Town for review and approval before commencement of site-specific modeling efforts.

PHASE III: NUMERICAL MODEL APPLICATION

Task 4: Model Re-calibration

Following receipt of feedback and approval of the previous tasks, EHS Support will identify and implement model refinements that can be applied to each candidate site to ensure comparable and replicable approach across all sites, where feasible. Model refinements will focus items such as development and implementation of an appropriate grid size and appropriate identification and adjustment of recharge rates based on selected parcel location(s) and publicly available information from the prior data and literature review. This effort is a key part of the selection criteria and will help in determining how efficiently the site can process intended recharge water volumes. All model re-calibration efforts will be documented as part of the final modeling report.

Task 5: Numerical Modeling of Sites

Upon completion of model re-calibration efforts, EHS Support will employ appropriate location specific modeling efforts using the recalibrated NARGFM model. These efforts are critical to identifying both benefits (i.e. positive enhancements or mitigation to river baseflows) and potential impacts (i.e. down-gradient landowner impacts) from proposed recharge efforts. In addition, EHS will perform other modeling efforts such as unsaturated zone modeling to identify infiltration rates using other industry approved models and methods along with the data gathered under Task 1. These were not a component of the previous AAWS modeling efforts as these efforts are more closely aligned with determining



individual site efficiency for processing proposed recharge volumes. Each modeling effort will employ an appropriate set of sensitivity runs to identify critical factors that influence site performance and other information needs for future site-specific modeling and design efforts.

Task 6: Site Ranking and Draft Assessment Report

Upon completion of the previous tasks, a draft assessment report which details the modeling results from each site evaluated and provides an overall ranking of sites will be provided to the Town. Following development of the draft assessment, an in-person review meeting is recommended to occur between the Town and EHS Support to discuss the results of the model and any significant areas of uncertainty that may need to be further evaluated based on site specific criteria or engineering and design efforts.

PHASE IV: SITE SPECIFIC INVESTIGATION

After completion of the following phases, EHS would propose a separate effort to secure access to and collect site specific information from selected site(s). Whereas the number of sites, size and location have not been decided upon at this time, these efforts and costs would be provided in additional detail after completion of the draft assessment report and identification of site(s) for further assessment by the Town. It is envisioned that the following 4 tasks would complete the effort:

- Field Data Collection and Analysis
- Model Update
- Numerical Modeling with Site Specific Data
- Final Modeling Report

Town of Chino Valley
Assessment of Potential Groundwater Recharge Sites and Mitigation Scenario Development
September 17, 2021



Cost Proposal

The project costs are based on implementation of Tasks 1 through 6 and will not exceed \$120,957. EHS will remain engaged with the Town throughout these efforts and will, at the Town's written request, provide any additional support or requested scope and cost modifications for review and approval. Only those costs incurred as part of this scope will be charged, but they will not exceed the anticipated cost without your prior approval. The anticipated cost is a budget estimate based on the present knowledge and understanding of this project. Should issues arise beyond the scope of the effort outlined above, EHS Support will complete these activities on a time and material basis, billing only the time and expenses incurred to complete the additional tasks. Out-of-scope issues will not be initiated without your expressed consent.

Item Description	Phase I		Phase II	Phase III			Totals
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	
	Data & Literature Review	Model Work Plan Development	Desktop Analysis and Site Selection	Model Re-calibration	Numerical Modelling of Sites	Site Ranking and Report	
Labor	\$15,325	\$18,700	\$14,000	\$13,100	\$34,680	\$23,460	\$119,265
Expenses						\$1,692	\$1,692
Subtotals:	\$15,325	\$18,700	\$14,000	\$13,100	\$34,680	\$23,460	\$120,957
Project Total:							\$120,957

Limitations

We are relying on existing information as referenced above. To the extent that the services require judgment, there can be no assurance that fully definitive or desired results will be obtained, or if any results are obtained, that they will be supportive of any given course of action. The services may include the application of judgment to scientific principles; to that extent, certain results of this work may be based on subjective interpretation.

Proposal Acceptance

This proposal contains indicative costs associated with the project. Acceptance of the proposal and the attached terms and conditions creates an obligation between EHS Support and the Town of Chino Valley for those activities proposed under Phase I through Phase III. If this proposal is acceptable to you, please indicate agreement through signature of an authorized representative or agent in the space provided below and return the executed copy electronically to Ernie Marks (ernie.marks@ehs-support.com).

We appreciate the opportunity to provide these services to the Town of Chino Valley. We look forward to working with you on this project. Should you have any questions or require additional information, please feel free to contact me at 850-284-5629.

Town of Chino Valley
Assessment of Potential Groundwater Recharge Sites and Mitigation Scenario Development
September 17, 2021



Sincerely,

Ernie Marks
Director, U.S. Water Resources

Agreed and Accepted:

Signature

Title

Printed Name

Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. d.

Meeting Date: 11/09/2021
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 Town's continued participation in the Opioid Settlement and authorize the Mayor to sign the One Arizona Opioid Settlement Distribution Agreement. (Joe Duffy, Administrative Services Director).

RECOMMENDED ACTION:

Approve the Town's continued participation in the Opioid Settlement and authorize the Mayor to sign the One Arizona Opioid Settlement Distribution Agreement.

SITUATION AND ANALYSIS:

On December 18, 2021, the Town executed a Memorandum of Understanding (MOU) with the State of Arizona regarding the "One Arizona" settlement distribution plan, as did 90 of Arizona's 91 cities and towns. Arizona is expecting about \$549 Million, which will be distributed to counties, cities, and towns pursuant to the "One Arizona" distribution agreement. Per the agreement, 44% of funds allocated to Arizona will stay at the state level, and 56% will go to the counties and municipalities, with the counties receiving the majority of those funds. Allocations were derived from a regional allocation model that used three equally weighted factors: (1) the amount of opioids shipped to a Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffered opioid use disorder in that Region.

Yavapai County can expect 4.291% of the allocation to Arizona counties, cities, and towns, and Chino Valley can expect 0.68% of that Yavapai share. This money will not come lump-sum, and the use of funds is restricted to opioid addiction and misuse education and response. The Attorney General is advising that payments may begin in July of 2022.

As the next step in the process, should the Town desire to continue its participation, the Council must approve, execute and return the One Arizona Distribution Agreement to the Attorney General's office by November 10, 2021. As final step in the process, Staff will return to Council with a request to execute the final Settlement Agreements with manufactures and distributors, due in early January.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Funds will be accounted for in the Grant Fund.

Attachments

ONE AZ AGREEMENT WITH EXHIBITS

A. MCGUIRE_CHINO VLLY_LETTER TO CITIES & TOWNS

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.¹
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

¹ Text of both settlements available at <https://nationalopioidsettlement.com>.

5. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate).
7. “Parties” shall mean the State and the Participating Local Governments.
8. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. “Settling Distributors” shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. “Trustee” shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group (“Multicounty Region”). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").²
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

² This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.³
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.⁴

³ Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

⁴ This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.⁵ In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

⁵ The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.⁶ The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.⁷ For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set forth in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

⁶ Text of settlement available at <https://nationalopioidsettlement.com>.

⁷ Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____

By: _____

Its: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

By: _____

Its: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____
Its: _____

By: _____
Its: _____

BISBEE CITY

DOUGLAS CITY

By: _____
Its: _____

By: _____
Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____
Its: _____

By: _____
Its: _____

TOMBSTONE CITY

WILLCOX CITY

By: _____
Its: _____

By: _____
Its: _____

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

Its: _____

By: _____

Its: _____

FREDONIA TOWN

PAGE CITY

By: _____

Its: _____

By: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

Its: _____

By: _____

Its: _____

WILLIAMS CITY

By: _____

Its: _____

GILA COUNTY

GLOBE CITY

By: _____
Its: _____

By: _____
Its: _____

HAYDEN CITY

MIAMI TOWN

By: _____
Its: _____

By: _____
Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____
Its: _____

By: _____
Its: _____

WINKELMAN TOWN

By: _____
Its: _____

GRAHAM COUNTY

PIMA TOWN

By: _____

Its: _____

By: _____

Its: _____

SAFFORD CITY

THATCHER TOWN

By: _____

Its: _____

By: _____

Its: _____

GREENLEE COUNTY

CLIFTON TOWN

By: _____

Its: _____

By: _____

Its: _____

DUNCAN TOWN

By: _____

Its: _____

LA PAZ COUNTY

PARKER TOWN

By: _____
Its: _____

By: _____
Its: _____

QUARTZITE TOWN

By: _____
Its: _____

MARICOPA COUNTY

APACHE JUNCTION CITY

By: _____

By: _____

Its: _____

Its: _____

AVONDALE CITY

BUCKEYE TOWN

By: _____

By: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: _____

Its: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

By: _____

Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

By: _____

Its: _____

Its: _____

GILBERT TOWN

By:

Its:

GLENDALE CITY

By:

Its:

GOODYEAR CITY

By:

Its:

GUADALUPE TOWN

By:

Its:

LITCHFIELD PARK CITY

By:

Its:

MESA CITY

By:

Its:

PARADISE VALLEY TOWN

By:

Its:

PEORIA CITY

By:

Its:

PHOENIX CITY

By:

Its:

QUEEN CREEK TOWN

By:

Its:

SCOTTSDALE CITY

SURPRISE CITY

By: _____

Its: _____

By: _____

Its: _____

TEMPE CITY

TOLLESON CITY

By: _____

Its: _____

By: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

Its: _____

By: _____

Its: _____

MOHAVE COUNTY

BULLHEAD CITY

By: _____

Its: _____

By: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

By: _____

Its: _____

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

NAVAJO COUNTY

HOLBROOK CITY

By: _____
Its: _____

By: _____
Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____
Its: _____

By: _____
Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____
Its: _____

By: _____
Its: _____

WINSLOW CITY

By: _____
Its: _____

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: _____
Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____
Its: _____

By: _____
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____
Its: _____

By: _____
Its: _____

PINAL COUNTY

CASA GRANDE CITY

By: _____

Its: _____

By: _____

Its: _____

COOLIDGE CITY

ELOY CITY

By: _____

Its: _____

By: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

Its: _____

By: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

Its: _____

By: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

SANTA CRUZ COUNTY

NOGALES CITY

By: _____

Its: _____

By: _____

Its: _____

PATAGONIA TOWN

By: _____

Its: _____

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

By: _____

Its: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: _____

Its: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

By: _____

Its: _____

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YUMA COUNTY

SAN LUIS CITY

By: _____

By: _____

Its: _____

Its: _____

SOMERTON CITY

WELLTON TOWN

By: _____

By: _____

Its: _____

Its: _____

YUMA CITY

By: _____

Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

<u>Exhibit B</u>	
<u>Allocation to Arizona Counties/Regions</u>	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C

Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

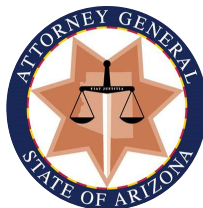
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

September 20, 2021

A. McGuire - Attorney for Chino Valley
Town of Chino Valley
One E Washington St Ste 1600
Phoenix, AZ 85004
amcguire@gustlaw.com

Via U.S. Mail and Email

Re: National Opioid Settlements

Dear County, City & Town Leaders:

Late last year, I wrote requesting your participation in the *One Arizona Opioid Settlement Memorandum of Understanding* (the “*One Arizona Plan*” or “MOU”), an innovative plan and national model that created a common-sense structure for distributing opioid settlement funds fairly and effectively throughout Arizona’s communities. Recognizing the importance of ensuring that monies from opioids settlements be maximized and distributed expeditiously to ameliorate the opioid epidemic, every county and 90 of 91 cities and towns signed on to the *One Arizona Plan*.

After much hard work and years of negotiations, significant opioids actions have reached proposed final settlements. The first is a global settlement with three opioid distributors—McKesson, AmerisourceBergen, and Cardinal (“the Distributors Settlement”). The second is with opioid manufacturer Johnson & Johnson (“the J&J Settlement”). If these settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and education. Arizona counties, cities and towns can participate in these settlements, regardless of whether they filed a lawsuit.

I, on behalf of the State, have formally indicated the State’s conditional approval for the proposed Distributors & J&J Settlements. The next phase for both settlements consists of subdivision sign-on, which must be concluded before January 2, 2022. You should be receiving notice directly from the national settlement administrators for both settlements in the near future. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate. Accordingly, it is imperative that your political subdivision respond to that notice and join our efforts.** If enough subdivisions participate in Arizona and across the nation (called “critical mass”), then both settlements will be finalized.

National Opioid Settlements
 September 20, 2021
 Page 2 of 3

With these proposed settlements pending, it is now time to update and finalize the *One Arizona Plan* into a binding distribution agreement. This will ensure Arizona's ability to participate in the national settlements and facilitate funding to the State and local governments as quickly as possible. The enclosed One Arizona Distribution of Opioid Settlement Funds Agreement ("the *One Arizona Opioid Agreement*") accomplishes this goal. All of the material principles of the MOU remain the same:

- A 44/56 split between the State and Local Governments, respectively;
- Requirements that (1) the money be used to combat the opioid epidemic, in accord with the approved purposes in Exhibit A to the One Arizona Opioid Agreement and that (2) basic reciprocal reports be made;
- Allocations developed in the national opioids litigation that are based on data regarding opioid use disorder rates, opioid deaths and the amount and potency of opioids shipped to your community, as well as historical spending by each city and town on opioid abatement. (The allocations made in the One Arizona Plan remain the same in the One Arizona Distribution Agreement.)
- Local governments empowered to use settlement resources for their constituents without state authorization of local government spending.

Updates to the *One Arizona Plan*:

- Allowing the national settlement administrator for each settlement to send the funds to the State and subdivisions directly, which would avoid the expense of hiring a separate trustee.
- If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before any allocation to the State and the subdivisions.
- A parity provision wherein any State uncovered outside counsel fees in the Purdue bankruptcy matter will be covered from the gross proceeds of any funds flowing to the state.
- Clarifying that any Arizona governmental entity will not receive money from a settlement unless they sign on to that settlement.
- Pursuant to a request from outside counsel for the subdivisions, changes clarifying the mechanisms for any subdivision outside counsel to receive their fees.

Together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis. That is why, as we have discussed before, 100% participation among counties, cities and towns is essential. Review the *One Arizona Opioid Agreement* with your legal counsel, and execute the Agreement in the space provided.

Once completed, please return your *One Arizona Opioid Agreement* signature page to my office, to the attention of SherryAnn.Patrick@azag.gov or mail it to her at the address listed below, by November 10, 2021. If you have any substantive questions, please contact Section Chief Leslie Kyman Cooper at Leslie.Cooper@azag.gov, or Unit Chief Matthew du Mée at Matthew.duMee@azag.gov.

National Opioid Settlements
September 20, 2021
Page 3 of 3

Please note that signing the *One Arizona Opioid Agreement* does **not** mean your political subdivision has signed the two pending settlement agreements with the Distributors and J&J. You will need to sign both agreements separately as instructed by the notice you will receive from the national settlement administrator.

The deadline to submit your *One Arizona Opioid Agreement* signature page to my office is November 10, 2021. The deadline to submit your signature pages for the Distributors Settlement and J&J Settlement is January 2, 2022.

Sincerely,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Distribution of Opioid Settlement Funds Agreement

cc: Joseph Sciarrotta, AGO Civil Litigation Division Chief Counsel
Leslie Kyman Cooper, AGO Consumer Protection & Advocacy Section Chief Counsel
Matthew du Mée, AGO Consumer Litigation Unit Chief Counsel
Tom Belshe, Executive Director – League of Arizona Cities and Towns

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 11/09/2021

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 which includes the stipulation by the Chino Valley Town Council that the applicant will install a four-way stop and crosswalk at the intersection of East Perkinsville Road and North Road 1 East.

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	
Stipulations	
Staff report	

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.
5. The developer will install a four-way stop and crosswalk at the intersection of East Perkinsville Road and North Road 1 East.

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', is written above the printed name.

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



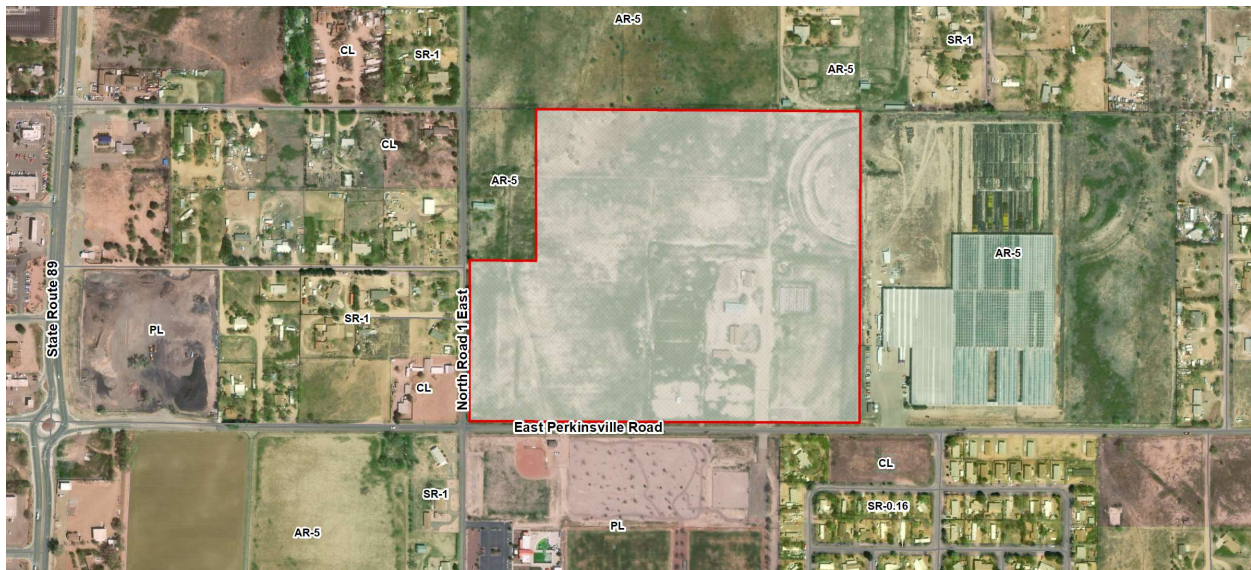
TOWN OF CHINO VALLEY
Planning Commission Staff Report
October 5, 2021
File Number F21-003
Final Plat Approval

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:

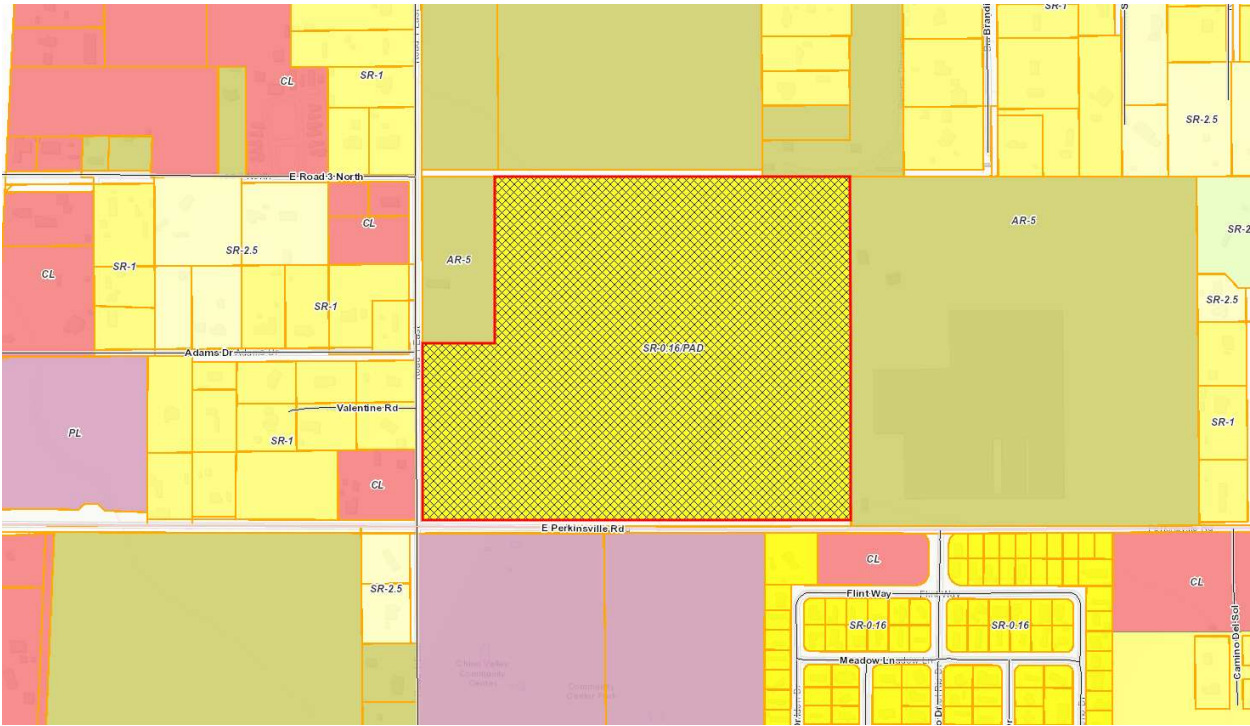
By approving this Final Plat, the Planning and Zoning Commission is recommending approval to Town Council to approve the Perkinsville 44 Final Plat Phases 1, 2, 3 and 4 to divide approximately 44.3 acres into 162 lots with an average lot size of approximately 7,000 square feet, subject to the conditions 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.

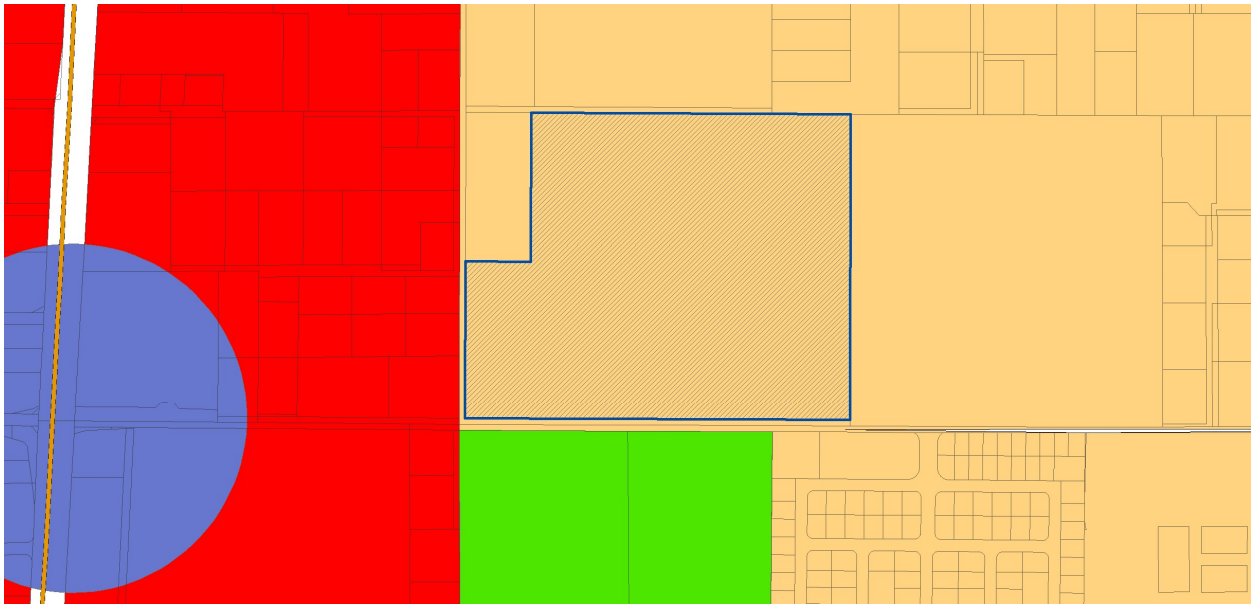
Zoning

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,



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:

APPROVED AS TO FORM:


Jami C. Lewis, Town Clerk


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

AMJ: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

177th Avenue

NW 1st Avenue

PHASE-1
CENTER LINE
LENGTH=775.36'

PHASE-2
CENTER LINE
LENGTH=3655.14'

PHASE-3
CENTER LINE
LENGTH=1356.72'

PHASE-4
CENTER LINE
LENGTH=1652.22'

Lot numbers: 1, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793