



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**SPECIAL MEETING
TUESDAY, NOVEMBER 17, 2020
6:00 P.M.**

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

AGENDA

- 1) **CALL TO ORDER; ROLL CALL**
- 2) Administer Oath of Office to Town Clerk appointee, Erin Deskins. (Jami Lewis, Town Clerk)
- 3) **p.3** Presentation and discussion regarding the proposal by Pat Walker Consulting, LLC and Willdan Financial Services to prepare an Impact Fee Study for the Town of Chino Valley. (Joe Duffy, Administrative Services Director)
- 4) **p.11** Presentation by Stroh Architecture, Inc. and discussion regarding the 30% Police Building design.(Chuck Wynn, Police Chief)
- 5) **p.29** Consideration and possible action to approve the Town Manager Employment Agreement with Cindy Blackmore. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the Town Manager Employment Agreement with Cindy Blackmore.
- 6) **p.41** Consideration and possible action to approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse. (Will Dingee, Assistant Planner)

Recommended Action: Approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse.
- 7) **ADJOURNMENT**

Dated this 12th day of November, 2020.

By: *Jami C. Lewis, Town Clerk*

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

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

Council meetings are live-streamed on Cable Channel 57, Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/88089355589>

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

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Webinar ID: 880 8935 5589

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

3)

Meeting Date: 11/17/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

Information

AGENDA ITEM TITLE:

Presentation and discussion regarding the proposal by Pat Walker Consulting, LLC and Willdan Financial Services to prepare an Impact Fee Study for the Town of Chino Valley. (Joe Duffy, Administrative Services Director)

SITUATION & ANALYSIS:

At the January 21, 2020, Study Session Pat Walker and Kevin Burnett presented information to Council regarding conducting an Impact Fee Study for the Town of Chino Valley.

Staff would like to discuss with Council whether we should proceed with conducting the study.

Attachments

Fee Proposal



Project Understanding

Our Team, Willdan Financial Services and Pat Walker Consulting LLC (Team) understands that the Town of Chino Valley (Town) seeks professional consulting services to complete a roads, police, and parks development impact fee study and to ensure that the Town is generating sufficient revenue to meet its capital needs resulting from growth.

The first task of this project will be to calculate preliminary roads, police, and parks fees for the Town and construct a baseline analysis that will serve as the foundation for our work. This will ensure that the development impact fees are structured in a way that ensures equity among customers and is in compliance with ARS §9-463.05. Specific objectives for this engagement include:

- Analyze cost and revenue data provided by the Town. The Team will coordinate with the appropriate staff in specifying needed sources of any additional information;
Review existing and proposed development agreements and their impact on calculation of the fees; and
- Calculate development impact fees consistent with ARS §9-463.05.

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the Town, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

With more than 13 years of professional consulting experience and over 40 years municipal finance experience and prior experience working with the Town of Chino Valley, Ms. Pat Walker will serve as **project manager** and will work closely with the Town and Willdan to ensure the Town's satisfaction. In this role, Ms. Walker will attend meetings and presentations, produce the key elements of any analyses developed for the Town, and will be responsible for work deliverables.

Mr. **Kevin Burnett** will serve as **senior financial consultant and co-project manager**, working closely with Ms. Walker to develop the analyses under the Town's scope of services and lead the design of the financial model.

Mr. **Michael Cronan** will serve in a supporting role to Ms. Walker and Mr. Burnett. He will be involved in day to day data analysis and modeling under the direction of the project managers.

Project Approach

This section provides an overview of our approach to this project, and how elements of our approach will help achieve the goals of the project. More specifically, this overview is intended to also demonstrate our understanding of the project and how we will address those items.

Work Plan

Our Team has customized the study process to specifically meet the Town's needs and requirements. As outlined herein, we identify and discuss each task in detail and specify the associated activities and deliverables.

Task 1 – Data Evaluation and Validation

Based on our experience, it is most effective to obtain and review documentary information prior to the first meeting. Our Team is comprised of experienced professionals who can quickly interpret and evaluate utility documents, operating reports, financial reports, and statistics. The Team will submit, a preliminary data and subsequent data request for information necessary as well as task list with assigned responsibilities with the items needed to complete the infrastructure improvement plan (IIP). We will work with Town Staff to review the requested data necessary to calculate the Town's roads, police and parks development impact fees to meet the requirements of ARS§9-463.05. We have listed below the following data items that will be necessary to complete the study:

1. Current roads, police, and parks facilities/assets
 - a. Total capacity and available capacity for future growth by fee area.
 - b. Reserved capacity for future growth by fee area.
 - c. Describe and identify costs for new facility/equipment replacements or modifications required due to new regulatory requirements for each project in each fee area.
 - d. Facilities funded by debt or loans outstanding by fee area.
2. Service level information
 - a. Current master service level standards and planning criteria including level of service standards. If none available, this will be part of the implementation plan.
3. Provide any information regarding multi-year capital improvement plan (or projects) over a ten-year study period.
4. Identification of existing and proposed reimbursement agreements and summary of facilities and projected reimbursements for the ten-year study period.

Typically, questions can be resolved via telephone or e-mail. This approach respects your staff's time and ensures that our Team is completely prepared for a productive first meeting.

Activities:

- Prepare and transmit data and information request;
- Follow-up via telephone and/or e-mail to resolve questions; and
- Document the nature, form and quality of the data and information received.

Deliverables:

- Technical memorandum documenting the data and information received, with comments regarding quality and a list of outstanding issues and questions.

Task 2 – Initial Staff Planning Workshop

After our Team has developed a sound understanding of the information provided, we will schedule an initial staff workshop, which will have four purposes:

1. Clarify roles and confirm study objectives and schedule;
2. Review and resolve (or develop a plan for resolving) remaining data issues and questions;
3. Identification of 8 representative municipalities to be included in a survey; and



4. Conduct a detailed review of the data used in the analysis including the review of most current needs assessment studies/reports for proceeding with the projects needed to accommodate growth with consistent growth projections, based on collaboration between Town staff and our Team.

Activities:

- Prepare presentation and resource materials for the workshop;
- Conduct a workshop; and
- Deliver a master project schedule.

Deliverables:

- Presentation and resource materials.

Task 3 – Development of Land Use Assumptions (LUA)

Land use assumptions and Town growth projections will need to either be developed by Town using information provided by 2010 census, county association, or a combination of historical information through the Town's building records and will include the next ten years for residential, multi-family, industrial and commercial (retail and office if available) land use types included in the Town's general plan. The projections will include:

1. Population, employment, single family and multi-family housing units, as well as square feet of retail, office, industrial and other non-residential developments by type. Factors considered in the land use forecast include:
 - a. Single family vacancy rates.
 - b. Availability of single-family lots.
 - c. Availability of existing infrastructure.
 - d. Relationship between population and employment growth and non-residential square feet.
 - i. Land use forecast will be provided by special planning area (SPA) or any subregions that has been designated by the Town.
 - ii. Compare and identify any differences between land use assumptions and the general plan for the ten-year projection period.

Activities:

- Prepare LUA and projection of new development.

Deliverables:

- Draft LUA for Town's review and comment.

Task 4 – Development of Infrastructure Improvement Plan (IIP) and Review Land Use Assumptions (LUA)

Below are the activities associated with the development of the IIP incorporating the results of Task 1.

1. Once completion of the population projections and the land use analysis, the Team will:
 - a. Discuss potential service area designations determined by Town staff by fee category to be served by current and new facilities based on land use assumptions.
 - b. Review capital projects for a five to ten-year period based on population projections and land use assumptions.



2. The Town is to define and incorporate a map of the roads, police and parks service area(s) where necessary public services will be provided. (This is required by ARS §9-463.05).
3. The Team will review Town summary of any existing development agreements that will include contributed facilities, impact fee credits available and redeemed, and any future capacity reservations that will need to be incorporated into the IIP.
4. Land use assumptions and Town growth projections will be provided by the Town and will be for the next ten years for residential, multi-family, industrial and commercial (retail and office as available) land use types included in the Town's most recent general plan. If available, the projections will include:
 - a. Population, employment, single family and multi-family housing units, nonresidential square feet.

Once requested data is provided and evaluated in previous tasks, the Team will meet with Town Staff who have identified projects that are proposed to be funded by development impact fees; during meetings, we will discuss the following:

1. Guidance within ARS §9-463.05 affecting facilities eligible for impact fee recovery.
2. Existing service level information provided in Task 1.
3. Existing and planned capacity for roads, police and parks projects developed by Town.
4. Future facilities and capital improvement cost estimates provided by the Town.
 - a. Service level capacity added by future improvements to benefit new growth.
 - i. Improvements to current facilities/equipment related to upgrading or updating facilities to maintain current service levels, improve service levels or meeting more strict regulatory standards by service area.
 - ii. Improvements related to expanding capacity to serve new growth.
 - iii. Estimate the total existing and future housing units and non-residential square feet based on the land use assumptions provided by the Town in Task 3.
5. Projected or anticipated capital funding sources for growth-related facility improvements.

Based on the review of key data, discussion with Town Staff and subsequent evaluations the Team will recommend the impact fee methodology and approach as the basis for calculations in Task 5.

Activities:

- Develop IIP and identify best approach to calculate development impact fees;
- Deliver electronic copy of the preliminary and final IIP and LUA;
- Meet with Town staff and prepare materials to review preliminary LUA and IIP.

Deliverables:

- Meet with Town staff and prepare materials to review preliminary LUA and IIP.



Task 5 – Calculation of Impact Fees, Funding and Cash Flow Analysis

Our Team will calculate roads, police and parks development impact fees based on the recommended approach and service area in compliance with ARS §9-4 63.05. We will complete the following activities:

1. Review of the current and anticipated capacity of the roads, police and parks systems (for example acres of parks per 1,000 residents).
2. Growth-related projects, existing or new, requiring impact fee credits will be included in the five to ten-year IIP developed in Task 4 and calculation of the fees.
3. Offsets for growth-related revenue used towards growth-related capital projects will be taken into consideration for the calculations for the ten-year study period.
4. Financing costs will be determined by preparing a ten-year cash flow analysis of funding sources for the capital costs including estimates for impact fee revenues and estimated costs for growth-related projects anticipated and repayment of existing growth-related debt.
5. Fees by type for a single service area will be calculated based on level of service standards per housing unit and non-residential square feet as determined in Task 4.

Once preliminary fee calculations are complete, we will review the results with Town Staff to apply modifications to the underlying analysis and prepare recommended fee schedules.

Activities:

- Incorporate capital and growth data into an impact fee model; and
- Develop initial set of development impact fees based on discussions and collaboration with the Town staff.

Deliverables:

- Technical memorandum documenting methodology and assumptions used in the analysis;
- Review results with Town staff; and
- Comparison of development impact fees to 8 comparable municipalities.

Task 6 – Stakeholder Meeting

During this task, we will develop a presentation format specifically tailored to address the issues of the audience we will be presenting to.

We will meet with a stakeholder group within the Town that could include citizens, business owners and/or the local home builders. The purpose of the meetings will be to explain the methodology used and solicit feedback from interested parties.

Activities:

- Facilitate up to one (1) workshops to present methodology and solicit feedback; and



Deliverables:

- Complete a memorandum summarizing comments and feedback from meetings with stakeholders.
- If additional stakeholder meetings are needed, we have included the cost per additional meeting in our proposed scope of work.

Task 7 – Reports and Presentations

During this task, we will develop presentation formats specifically tailored to the needs of the audience.

Our Team stresses clear, concise presentation of findings, using easily understandable terminology and clear, colorful graphics. Assigned staff is trained, skilled and experienced in managing difficult presentation environments at all organizational levels in a manner that results in the satisfaction of the audience's need for information. We recognize that the presentation of recommendations for rate increases and significant changes in rate structure can be difficult and must be managed with tact, confidence, and honesty.

Activities:

- Prepare up to two versions of the draft report;
- Facilitate up to two (2) workshops with staff during the study to review progress, assumptions and the draft report;
- Finalize report incorporating Town comments;
- Attend and present findings, to one (1) Council Workshop, two (2) public hearings (IIP & LUA and Development Impact Fees) and two (2) Council Meetings for final adoption of IIP & LUA and Development Impact Fees.

Deliverables:

- PowerPoint presentation for Council meetings (up to 5);
- Executive summary report for top management, Council, and the public;
- Comparison of fees to comparable communities; and
- Complete technical report, including a description of the methodology utilized, justification for the underlying forecast assumptions, and documentation of the decision-making process, to act as documentation of the work performed.

Additional Services

If requested and approved (in advance) by the Town, we will provide services in addition to those in the proposed scope of work. Examples of these additional services include:

- Additional Town and/or Town Council meetings above the seven (7) meetings identified in the scope of work.
- Impact development fee implementation and future assistance with monitoring or analyzing adopted impact development fees.

Fees

We propose to complete this project for a not to exceed amount of \$58,900; this amount represents our not-to-exceed fee based on the scope of work, meetings, etc. contained in this document. We will submit invoices monthly and payment is due within 30 days of the date of the invoice. The following Table identifies the fee estimate by task.



Town of Chino Valley, Arizona			
Roads, Police and Parks Impact Fees			
Budget Estimate			
Task	Description	Estimated Hours	Estimated Costs
<u>Roads, Police and Parks Impact Fees</u>			
1	Data Evaluation and Validation	28.00	\$ 4,600
2	Initial Staff Planning Workshop	16.00	3,200
3	Development of Land Use Assumptions	32.00	5,000
4	Develop of Infrastructure Improvement Plan and Review Land User Assumptions	72.00	13,000
5	Calculation of Impact Fees	80.00	14,600
6	Stakeholder Meetings	16.00	3,200
7	Reports and Presentations	48.00	9,600
Subtotal Roads, Police and Parks Impact Fees		292.00	\$ 53,200
Expenses			5,700
Total Roads, Police and Parks Impact Fees			\$ 58,900



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

4)

Meeting Date: 11/17/2020
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Estimated length of Staff Presentation: 20 minutes
Physical location of item: n/a

Information

AGENDA ITEM TITLE:

Presentation by Stroh Architecture, Inc. and discussion regarding the 30% Police Building design.(Chuck Wynn, Police Chief)

Attachments

Estimate of Probable Cost
 Schedule of Construction



**CHINO VALLEY POLICE FACILITY - REVISION 1
CHINO VALLEY, ARIZONA**

DESIGN DEVELOPMENT ANALYSIS

November 4, 2020

**Prepared for
Stroh Architecture**

**Prepared by
Abacus Project Management, Inc.**

**3030 North Central Avenue, Suite 803
Phoenix, AZ 85012
P 800 518 0876 / F 602.296.0114
www.AbacusPM.com**

CHINO VALLEY POLICE FACILITY - REVISION 1

Design Development Analysis

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Section VIII	Alternate 2 - Estimate Detail

**3030 North Central Avenue, Suite 803
Phoenix, AZ 85012
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PROJECT
Project
Level of Estimate
Cost Estimate Summary

	CHINO VALLEY POLICE FACILITY - REVISION 1	Total Cost
	Division 2 - Sitework	\$748,383
	Division 2 - Interior Demolition	\$0
	Division 3 - Concrete	\$179,305
	Division 4 - Masonry	\$254,277
	Division 5 - Metals	\$438,916
	Division 6 - Wood & Plastics	\$54,628
	Division 7 - Thermal & Moisture Protection	\$515,201
	Division 8 - Doors & Windows	\$255,250
	Division 9 - Finishes	\$543,565
	Division 10 - Specialties	\$49,706
	Division 11 - Equipment	\$86,900
	Division 12 - Furnishings	\$4,032
	Division 13 - Special Construction	\$0
	Division 14 - Conveying Systems	\$85,000
	Division 15 - Mechanical Systems	\$519,839
	Division 16 - Electical	\$438,996
	Sub Total	\$4,173,997
	General Conditions (7%)	\$292,180
	Sub Total	\$4,466,177
	Overhead and Profit (5%)	\$223,309
	Sub Total	\$4,689,486
	Bond & Insurance (3%)	\$140,685
	Sub Total	\$4,830,171
	Design Contingency - 1%	\$48,302
	Sub Total	\$4,878,472
	Construction Contingency - 3%	\$146,354
	Sub Total	\$5,024,827
	Sales Tax (Special) - (6.7%)	\$336,663
	Sub Total	\$5,361,490
	Escalation (6 months at 3%/year)	\$75,372
	Total Construction Cost	\$5,436,862
	Total Cost Per Square Foot	
	16,725 SF	\$325.07 sf

**Project
Project
Level of Estimate
Cost Estimate Detail**

CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
Division 2 - Sitework					
Construction Survey & Staking, Mag Sp 105.8	1	LS	\$5,000.00	\$5,000	
Swppp, Erosion Control Devices And Seeding Mag Sp 107.15	1	LS	\$25,000.00	\$25,000	
Mobilization, Mag 109.10	1	LS	\$10,000.00	\$10,000	
Traffic Control, Mag Sp 401, Yc Sp Item 18	1	LS	\$7,500.00	\$7,500	
Quality Control Testing Mag, Sp 106.9	1	LS	\$10,000.00	\$10,000	
Removal Of Existing Improvements	1	LS	\$20,000.00	\$20,000	
Cut/Fill	5,500	CY	\$5.00	\$27,500	
Unsuitable Material Allowance	100	CY	\$25.00	\$2,500	
Sawcut Existing Ac Pavement, Mag 340.3	40	LF	\$10.00	\$400	
Subgrade Preparation, Mag 301	5,410	SY	\$5.00	\$27,050	
3" Ac, Mag C-3/4" Over 8" Abc	5,410	SY	\$42.00	\$227,220	
Concrete Sidewalk Per Qcsd 230Q With 4" Abc	7,625	SF	\$5.50	\$41,938	
Curb Ramp, Mag 236-4	3	EA	\$750.00	\$2,250	
Curb And Gutter, Mag 220, Type A, With 4" Abc	590	LF	\$15.00	\$8,850	
Single Curb, Mag 222, Type A, With 4" Abc	1,280	LS	\$12.50	\$16,000	
Curb And Gutter With 4" Abc, Adot C-05.10, Type G	60	LF	\$18.00	\$1,080	
6' Wide Concrete Valley Gutter, Mag 240	1,270	SF	\$7.50	\$9,525	
6" Hdpe Landscape Drain Pipe	17	LF	\$20.00	\$340	
Detention Basin Outlet Concrete Structure	1	LS	\$1,250.00	\$1,250	
Under Wall Bubbler Drains, Mag Type G Double Catch Basins With Grates And 18" Pc Throu	30	EA	\$500.00	\$15,000	
Parking/Ada Signs (5), Striping And Crosswalks (1,660 Lf @ 4" Wide Equivalent)	1	LS	\$7,500.00	\$7,500	
Ada Handicap Parking Symbol	9	EA	\$175.00	\$1,575	
Sidewalk Scupper, Mag 203 (13' Long)	1	EA	\$1,500.00	\$1,500	
Riprap, D50 = 8", Thickness 16"	21	SY	\$50.00	\$1,050	
12" Hdpe Storm Drain With Slurry Backfill	162	LF	\$65.00	\$10,530	
Security Gate and Controls	1	EA	\$15,000.00	\$15,000	
Masonry Wall with Footing	2,080	LF	\$30.00	\$62,400	
WATER & SEWER UTILITIES				\$0	
Building Water Service (2")	285	LF	\$25.00	\$7,125	
Building 2" Water Meter - City Of Prescott	1	EA	\$4,500.00	\$4,500	
Building CI350 Dip 6" Fire Line	165	LF	\$50.00	\$8,250	
Building CI350, Dip 8" Water Main	260	LF	\$65.00	\$16,900	
Remote Fire Department Connection (Dry Line)	80	LF	\$70.00	\$5,600	
Fire Hydrant Assembly With 6" Dip Waterline (30 Lf)	1	LS	\$1,500.00	\$1,500	
Sewer Cleanout	2	EA	\$150.00	\$300	
4" Building Sewer Service	195	LF	\$50.00	\$9,750	
New Gas Line, Size Per Mpe - Approx 600 Lf From Existing Meter	600	LF	\$30.00	\$18,000	
Impact Fees Allowance	1	LS	NIC	NIC	
ADOT Lane Improvements Allowance	1	LS	\$30,000.00	\$30,000	
Landscape & Irrigation Allowance	1	LS	\$75,000.00	\$75,000	
25' Parking Lot Lights with foundation base	3	EA	\$4,500.00	\$13,500	
Sitework Total					748,383
Division 2 - Interior Demolition					
No Scope In This Division	0		\$0.00	\$0	
Division 2 - Interior Demolition Totals					0
Division 3 - Concrete					
Foundation - Concrete	96	CY	\$400.00	\$38,400	
Foundations - Forms	1,782	SF	\$8.00	\$14,256	
Foundations - Excavate	630	CY	\$18.00	\$11,340	
Foundations - Backfill	534	CY	\$15.00	\$8,010	
Concrete Foundation Stem Wall	77	SF	\$30.00	\$2,310	
4" Slab On Grade/Moisture Barrier/Base	9,711	SF	\$6.25	\$60,694	
6" Slab On Grade/Moisture Barrier/Base - Sallyport	934	SF	\$7.50	\$7,005	
Slab On Metal Deck	6,080	SF	\$5.50	\$33,440	
Premium for thickend slab for File Storage	385	SF	\$10.00	\$3,850	
Division 3 - Concrete Totals					179,305
Division 4 - Masonry					
4x8x16 Masonry - Skin (Integral Color with Dry Block Additive)	7,020	SF	\$17.50	\$122,850	
8x8x16 Masonry - Skin (Integral Color with Dry Block Additive)	1,034	SF	\$20.50	\$21,197	
Ledge Stone Sandstone - Skin	940	SF	\$25.00	\$23,500	
8" CMU Interior Partitions	6,195	SF	\$11.50	\$71,243	
8" CMU Interior - Grout 100%	6,195	SF	\$2.50	\$15,488	

**Project
Project
Level of Estimate
Cost Estimate Detail**

CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
Division 4 - Masonry Totals					254,277
Division 5 - Metals					
Structural Steel - Columns (1.5/SF)	13	TNS	\$4,500.00	\$56,700	
Floor Framing - (6#/SF)	18	TNS	\$4,500.00	\$82,350	
Roof Framing (5#/SF)	27	TNS	\$4,500.00	\$119,700	
Misc Steel @ 1.5#/SF	13	TNS	\$4,500.00	\$56,475	
Canopy/Eyebrow Framing	10	TNS	\$4,500.00	\$44,145	
Bollards	6	EA	\$1,000.00	\$6,000	
Metal Floor Deck	10,645	SF	\$3.25	\$34,596	
Metal Roof Deck	6,080	SF	\$2.50	\$15,200	
Roof Access Stair With Rails	1	EA	\$1,500.00	\$1,500	
Ladder from Low Roof to High Roof	1	EA	\$1,500.00	\$1,500	
Stairs with Railings	2	FLTS	\$10,000.00	\$20,000	
Elevator Pit Ladder	1	EA	\$750.00	\$750	
Division 5 - Metals Totals					438,916
Division 6 - Wood & Plastics					
Treated Interior Blocking	16,725	SF	\$0.15	\$2,509	
Treated Roof Blocking	10,676	SF	\$0.25	\$2,669	
Counter at Report Desk	21	LF	\$100.00	\$2,100	
Counter at Evidence Storage	16	LF	\$100.00	\$1,600	
Break Room Cabinet with Countertop	10	LF	\$425.00	\$4,250	
Wall Cabinet at Break Room	13	LF	\$125.00	\$1,625	
Vanity Counter	30	LF	\$200.00	\$6,000	
Counter at Women	3	LF	\$125.00	\$375	
Base Cabinet Kitchen	8	LF	\$425.00	\$3,400	
Counter at Kitchen	15	LF	\$200.00	\$3,000	
Wall Cabinet at Kitchen	12	LF	\$125.00	\$1,500	
Base Cabinet at Copy	6	LF	\$425.00	\$2,550	
Base Cabinet at Coffee	8	LF	\$425.00	\$3,400	
Shelves at Storage	5	EA	\$750.00	\$3,750	
Cabinet at 2nd Floor Bathroom	2	EA	\$500.00	\$1,000	
Cabinets below Work Table	24	LF	\$350.00	\$8,400	
Work Table 6x6	1	EA	\$1,500.00	\$1,500	
Mailboxes at Reports	1	LS	\$5,000.00	\$5,000	
Division 6 - Wood & Plastics Totals					54,628
Division 7 - Thermal & Moisture Protection					
Fluid Applied Air Barrier	12,381	SF	\$6.00	\$74,286	
Rigid Cavity Wall Insulation	1,246	SF	\$2.00	\$2,492	
6" Exterior Wall Batt Insulation	12,381	SF	\$1.25	\$15,476	???
12" - R38 Batt Insulation	10,677	AF	\$2.75	\$29,362	
80Mil TPO Roof System	10,677	SF	\$15.00	\$160,155	
Roof up Parapet	3,000	SF	\$8.00	\$24,000	
Coping	717	LF	\$25.00	\$17,925	
Walk Pads	568	LF	\$7.50	\$4,260	
Canopy/Eyebrow	188	SF	\$10.00	\$1,880	
Canopy at Entrance	592	SF	\$10.00	\$5,920	
Canopy at Garage	183	SF	\$10.00	\$1,830	
Roof Hatch	1	EA	\$2,000.00	\$2,000	
Metal Panels	4,633	SF	\$35.00	\$162,155	
Densglass Ceiling at Patio	101	SF	\$9.50	\$960	
Sealants/Caulking - Allowance	1	LS	\$5,000.00	\$5,000	
Firestopping Allowance	1	LS	\$2,500.00	\$2,500	
Sound Batt Allowance	1	LS	\$5,000.00	\$5,000	
Division 7 - Thermal & Moisture Protection Totals					515,201
Division 8 - Doors & Windows Totals					
HM Frame/SC Wood Door - 3-0 x 7-0 - Single	49	EA	\$750.00	\$36,750	
HM Frame/SC Wood Door - 3-0 x 7-0 - Double	3	EA	\$1,400.00	\$4,200	
Single Security Door/Frame at Holding Cells	5	EA	\$3,000.00	\$15,000	
Single Security Door/Frame at Holding Area	5	EA	\$3,000.00	\$15,000	
Security Hardware	10	EA	\$2,000.00	\$20,000	
Security View Window at Juvenile Holding Cell - Allowance	1	LS	\$1,500.00	\$1,500	

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	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	HM Frames/HM Ext Door - Single	4	EA	\$950.00	\$3,800	
	Int Doors - Add For View Windows	7	EA	\$150.00	\$1,050	
	Interior Finish Hardware - Per Leaf	55	EA	\$450.00	\$24,750	
	Exterior Finish Hardware - Per Leaf	7	EA	\$750.00	\$5,250	
	Card Readers	42	EA	\$750.00	\$31,500	
	Exterior Alum/Glass Storefront Door - Double	1	EA	\$2,500.00	\$2,500	
	Exterior Alum/Glass Storefront Door - Single	1	EA	\$1,750.00	\$1,750	
	Exterior Alum/Glass Storefront Windows	422	SF	\$50.00	\$21,100	
	Exterior Alum/Glass Storefront	66	SF	\$50.00	\$3,300	
	Exterior Curtainwall - Structural Glazed w/Vertical Mullions	530	SF	\$75.00	\$39,750	
	Interior Glass	29	SF	\$50.00	\$1,450	
	Glass at Reception Counter with pass thru and drawer	13	LF	\$125.00	\$1,625	
	Exterior Roll-up Doors - 12 x 10 Electric	2	EA	\$5,000.00	\$10,000	
	Exterior Roll-up Doors - 10 x 10 Electric	1	EA	\$4,500.00	\$4,500	
	Coiling Shutter at Catering Kitchen	49	SF	\$75.00	\$3,675	
	Mirror at Gym			NIC	NIC	
	Glass Handrail	17	LF	\$400.00	\$6,800	
	Division 8 - Doors & Windows Totals					255,250
	Division 9 - Finishes					
	2x2 ACT	10,373	SF	\$4.00	\$41,492	
	Gyp Bd Ceiling	204	SF	\$6.00	\$1,224	
	Secure Gyp Bd Ceiling	582	SF	\$6.00	\$3,492	
	Security Mesh above Secure Gyp Clg	582	SF	\$12.50	\$7,275	
	MR Gyp Bd Ceiling	1,423	SF	\$6.50	\$9,250	
	Metal Studs & Gyp Bd BS - Interior Partition	21,427	SF	\$7.50	\$160,703	
	Metal Studs, Sheathing & Gyp Bd OS - Exterior Wall	12,381	SF	\$9.50	\$117,620	
	Bulkhead	32	SF	\$10.00	\$320	
	Paint Open Structure	2,352	SF	\$2.50	\$5,880	
	Paint Gyp Walls	42,314	SF	\$1.20	\$50,777	
	Epoxy Paint CMU Walls - Holding, Shower & SallyPort	10,864	SF	\$3.50	\$38,024	
	Paint Frame/Stain Interior Doors - Single	59	EA	\$45.00	\$2,655	
	Paint Frame/Stain Interior Doors - Double	3	EA	\$75.00	\$225	
	Paint Frame/ Exterior Doors - Single	4	EA	\$45.00	\$180	
	LVT	10,812	SF	\$6.50	\$70,278	
	Rubber Base	3,306	LF	\$2.50	\$8,265	
	Ceramic Tile	1,027	SF	\$11.00	\$11,297	
	Sealed Concrete	2,096	SF	\$1.25	\$2,620	
	Ceramic Tile Base	355	LF	\$11.00	\$3,905	
	Carpet Tiles	180	SY	\$45.00	\$8,085	
	Division 9 - Finishes Totals					543,565
	Division 10 - Specialties					
	Interior Signage - Allowance	1	LS	\$3,000.00	\$3,000	
	Exterior Letters - 24"	27	EA	\$400.00	\$10,800	
	Bench at Holding Cell	22	LF	\$49.00	\$1,078	
	Acc's at Holding Toilet Allowance	1	LS	\$250.00	\$250	
	Closet Rod & Shelf	4	LF	\$35.00	\$140	
	Bench at Lockers	30	LF	\$50.00	\$1,500	
	Lockers at Men & Women			NIC	NIC	
	Fold Down Adult Changing Table	1	EA	\$2,500.00	\$2,500	
	Toilet Compartments - Hdcp	4	EA	\$1,650.00	\$6,600	
	Toilet Compartments - Standard	5	EA	\$1,400.00	\$7,000	
	Toilet Compartments - Urinal Screens	3	EA	\$350.00	\$1,050	
	Handicap Grab Bars	8	EA	\$55.00	\$440	
	Toilet Tissue Holder - Double Roll	12	EA	\$45.00	\$540	
	Toilet Seat Cover Dispenser	11	EA	\$75.00	\$825	
	Sanitary Napkin Dispenser	4	EA	\$425.00	\$1,700	
	Sanitary Napkin Disposal	8	EA	\$85.00	\$680	
	Coat/Towel Hooks	9	EA	\$12.00	\$108	
	Framed Mirror - 2'-0W x 3'-6" H	12	EA	\$135.00	\$1,620	
	Hand Soap Dispenser	11	EA	\$35.00	\$385	
	Paper Towel Disp/Waste Receptacle	10	EA	\$275.00	\$2,750	
	Seat Cover Dispenser	11	EA	\$75.00	\$825	
	Electric Hand Dryer at Public Restrooms	4	EA	\$1,150.00	\$4,600	
	Fire Extinguisher	6	EA	\$65.00	\$390	
	Fire Extinguishers Cabinets	5	EA	\$150.00	\$750	
	Fire Extinguisher Brackets	1	EA	\$25.00	\$25	
	Marker Board Allowance			NIC	NIC	

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CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
Mop and Broom Holder	2	EA	\$75.00	\$150	
Division 10 - Specialties Totals					49,706
Division 11 - Equipment					
Physical Fitness Equipment			\$15,000.00	\$0	
Fingerprinting Equipment	1	LS	\$5,000.00	\$5,000	
High-Density File Storage - Allowance	1	LS	\$50,000.00	\$50,000	
Flagpoles	1	EA	\$3,500.00	\$3,500	
Evidence Lockers - Allowance	6	EA	\$1,500.00	\$9,000	
Drying Cabinet			NIC	NIC	
CSI Lab Equipment			NIC	NIC	
Bicycle Storage & Repair			NIC	NIC	
Tactical Storage Units			NIC	NIC	
Eyewash & Decontamination (Sallyport)			See Division 15		
Refrigerator		EA	\$2,200.00	\$0	
Dishwasher	2	EA	\$650.00	\$1,300	
Disposal	2	EA	\$250.00	\$500	
Microwaves			NIC	NIC	
Duress Alarm System			NIC	NIC	
A/V Equipment - Docket Display			NIC	NIC	
A/V Equipment - Monitors in Lobby/Waiting			NIC	NIC	
A/V Equipment - Break Room TV(s)			NIC	NIC	
A/V Equipment - Paging/Intercom System			NIC	NIC	
Walk-In Cooler/Cold Storage	68	SF	\$150.00	\$10,200	
Walk-In Freezer	37	SF	\$200.00	\$7,400	
Gun Box at Salley Port			NIC	NIC	
K-9 Pens			NIC	NIC	
Shelves at Kitchen Storage Allowance			NIC	NIC	
Cubicles - 7x7			NIC	NIC	
Division 11 - Equipment Totals					86,900
Division 12 - Furnishings					
Blinds - Exterior Punched Windows	422	SF	\$6.00	\$2,532	
Walk-off Entrance Mats - Allowance	1	LS	\$1,500.00	\$1,500	
Furniture, Fixtures, and Equipment	1	LS	NIC	NIC	
Division 12 - Furnishings Totals					4,032
Division 13 - Special Construction					
No Scope In This Division	0		\$0.00	\$0	
Division 13 - Special Construction Totals					0
Division 14 - Conveying Systems					
Elevator - 2 Stop	1	LS	\$85,000.00	\$85,000	
Division 14 - Conveying Systems Totals					85,000
Divisions 15 - Mechanical					
FIRE PROTECTION SYTEMS	16,725	SF	\$ 2.50	\$41,813	
Fire Protection Systems					
Plumbing Systems					
PLUMBING FIXTURES & DRAINS					
WC-1, standard water closet w/ trim, flush valves, complete	3	Each	\$ 990.00	\$2,970	
WC-2, ADA water closet w/ trim, flush valves, complete	2	Each	\$1,055.00	\$2,110	
WC-3, Juvenile type in holding cell & secure areas	4	Each	\$1,560.00	\$6,240	
WC-4, water closet, unisex restroom	4	Each	\$1,075.00	\$4,300	
UR-1, urinal w/ flush valve and trim, complete	3	Each	\$921.00	\$2,763	
LAV-1, ADA type wall mtd w/ trim	1	Each	\$531.00	\$531	
LAV-2, Vandal resistant, ADA type wall mtd w/ trim	9	Each	\$795.00	\$7,155	
ST, Shower w/ drain, ADA type single piece Fbgls per schedule	5	Each	\$1,120.00	\$5,600	
ESH, Emerg'y shower w/ trim complete	1	Each	\$1,448.00	\$1,448	
SK-1, Stainless steel w/ trim, complete	2	Each	\$521.00	\$1,042	
SK-2, ADA type, double comp't Stainless Steel, vandal resistant	1	Each	\$890.00	\$890	

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	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	MS, Janitor mop sink & trim	2	Each	\$1,500.00	\$3,000	
	Fixture rough-ins and final connections	37	Each	\$275.00	\$10,175	
	Shower drains	6	Each	\$312.00	\$1,872	
	Floor drain w/ trap primer, complete	2	Each	\$379.00	\$758	
	Hose bibbs	1	Each	\$165.00	\$165	
	SANITARY WASTE & VENTS					
	4" Underground sanitary waste piping, Serv weight CI	185	LF	\$27.00	\$4,995	
	3"	105	LF	\$24.70	\$2,594	
	2"	140	LF	\$21.00	\$2,940	
	Excavation/backfill for U/G sanitary piping	430	LF	\$8.75	\$3,763	
	4" Above grade sanitary waste & vents piping w/ fits, CI no-hub	145	LF	\$19.90	\$2,886	
	3"	120	LF	\$18.51	\$2,221	
	2"	425	LF	\$16.70	\$7,098	
	Pipe hangers/supports	69	Each	\$20.00	\$1,380	
	VTR assemblies	4	Each	\$325.00	\$1,300	
	Wall & floor sleeves w/ caulking	50	Each	\$22.00	\$1,100	
	Cleanouts, interior (per code)	12	Each	\$288.00	\$3,456	
	Exterior cleanout @ grade, 2-way	3	Each	\$398.00	\$1,194	
	Exterior cleanout @ grade	1	Each	\$301.00	\$301	
	ROOF DRAINAGE SYSTEM (Not yet shown on drwgs)					
	Roof Drain	4	Each	\$600.00	\$2,400	
	Overflow Drain	4	Each	\$500.00	\$2,000	
	Drain Piping	208	LF	\$44.00	\$9,152	
	DOMESTIC WATER SYSTEM					
	Water heater WH-1 , 30 gallon storage tank, gas fired	1	Each	\$788.00	\$788	
	Water heater WH-2 , 75 gallon storage tank, gas fired	1	Each	\$995.00	\$995	
	WH-1 expansion tank, "Amtrol Therm-x-trol" 2 gal capacity	1	Each	\$312.00	\$312	
	WH-2 expansion tank, "Amtrol Therm-x-trol" 4.5 gal capacity	1	Each	\$492.00	\$492	
	Gas flue vent piping and combustions air intake	2	Each	\$585.00	\$1,170	
	Reduced press zone BFP w/ fittings, complete	1	Each	\$982.00	\$982	
	Recirc pump RP-1, 2 gpm w/ accessories per schedule PO.2	1	Each	\$598.00	\$598	
	Recirc pump RP-2, 2 gpm w/ accessories per schedule PO.2	1	Each	\$598.00	\$598	
	Water hammer arrestors	7	Each	\$87.00	\$609	
	2" Type L copper pipe & ftg's	45	LF	\$18.76	\$844	
	1"	135	LF	\$16.90	\$2,282	
	3/4"	575	LF	\$14.77	\$8,493	
	1/2"	645	LF	\$12.95	\$8,353	
	DW pipe insulation	1,400	LF	\$4.78	\$6,692	
	Pipe hangers w/ saddles	140	Each	\$27.50	\$3,850	
	Pipe sleeves w/ caulking	1	Allow	\$400.00	\$400	
	Leak testing of system per spec's	1	Allow	\$850.00	\$850	
	DW clean & sanitize system per spec's	1	Allow	\$1,000.00	\$1,000	
	Pipe ID and flow arrow indicators	1	Allow	\$250.00	\$250	
	NATURAL GAS PIPING SYSTEM					
	3" Connect to gas meter (meter by local utility)	1	Each	\$225.00	\$225	
	3" Sch/40 Blk steel pipe & threaded ftg's	55	LF	\$25.60	\$1,408	
	1 1/2"	65	LF	\$17.89	\$1,163	
	1"	100	LF	\$16.32	\$1,632	
	3/4"	300	LF	\$14.50	\$4,350	
	Pipe hangers/supports	52	Each	\$25.00	\$1,300	
	Gas pressure regulators	1	Allow	\$1,000.00	\$1,000	
	Gas dirt legs	16	Each	\$84.00	\$1,344	
	Connects at equip't	16	Each	\$75.00	\$1,200	
	PLUMBING SUBTOTAL	\$152,976				
	HVAC Systems					
	HVAC Equipment					
	AHU-1, Carrier, 1200 cfm supply, gas heating w/ OCU-1	1	Each	\$6,800.00	\$6,800	
	AHU-2, Carrier, 1200 cfm supply, gas heating w/ OCU-2	1	Each	\$6,800.00	\$6,800	
	AHU-3, Carrier, 1200 cfm supply, gas heating w/ OCU-3	1	Each	\$6,800.00	\$6,800	
	AHU-4, Carrier, 1200 cfm supply, gas heating w/ OCU-4	1	Each	\$6,800.00	\$6,800	
	OCU support pads	4	Each	\$275.00	\$1,100	
	MERV-8 filters for AHUs above	4	Sets	\$190.00	\$760	
	7-day programmable t'stats for each unit	4	Each	\$400.00	\$1,600	
	Refrigerant piping to condensing units (OCU-1 thru 4.) above	620	LF	\$21.56	\$13,367	
	RTU-1 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-2 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	
	RTU-3 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	
	RTU-4 , Carrier roof top unit, 6 tons AC capacity	1	Each	\$9,000.00	\$9,000	
	RTU-5 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	

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	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	RTU-6 , Carrier roof top unit, 7.5 tons AC capacity	1	Each	\$11,250.00	\$11,250	
	RTU-7 , Carrier roof top unit, 6 tons AC capacity	1	Each	\$9,000.00	\$9,000	
	RTU-8 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-9 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-10 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	Roof curbs & hoisting/setting RTU's above	10	Each	\$895.00	\$8,950	
	MERV-8 filters for RTUs above	10	Sets	\$220.00	\$2,200	
	7-day programmable t'stats for each RTU unit	10	Each	\$500.00	\$5,000	
	Condensate drain lines for HVAC equip't	120	LF	\$12.00	\$1,440	
	Heat pump, Mitsubishi Unit, at IT room	1	Each	\$5,675.00	\$5,675	
	Louvers L-1 thru L-4, 8x8, 750 fpm	4	Each	\$340.00	\$1,360	
	EH-1 Unit heater, electric 1.5 KW rated	1	Each	\$489.00	\$489	
	EF-1 Fan, 700 cfm, exhaust roof mtd w/ curb	1	Each	\$1,400.00	\$1,400	
	EF-2 thru EF-7, ceiling exhaust fans	6	Each	\$255.00	\$1,530	
	EF-8 Fan, roof mounted w/ curb, 250 cfm	1	Each	\$485.00	\$485	
	AIR DISTRIBUTION					
	Sheetmetal ductwork w/ fittings & supports	12,135	Lbs	\$7.89	\$95,742	
	Duct insulation	10,229	SF	\$4.66	\$47,668	
	Flexible pre-insulated duct	579	LF	\$6.40	\$3,702	
	Fan wall caps	2	Each	\$122.00	\$244	
	Supply air diffusers	89	Each	\$110.00	\$9,790	
	Return air grilles	43	Each	\$89.00	\$3,827	
	Exahust grilles	7	Each	\$78.00	\$546	
	HVAC MISCELLANEOUS					
	Automatic temp controls & wiring to wall mtd Tstats above	1	Allow	\$20,000.00	\$20,000	
	Startup, commissioning, test & balance	56	Hours	\$125.00	\$7,000	
	HVAC SUBTOTAL	\$325,051				
	Division 15 - Mechanical Totals					519,839
	Division 16 - Electrical					
	Electrical Systems					
	POWER DISTRIBUTION					
	SES 600A, 120/208V, 3PH 4-Wire, Nema 3R entrance	1	Each	\$7,890.00	\$7,890	
	500A Main circuit Breaker	1	Each	\$987.00	\$987	
	200A/3PH CB	2	Each	\$290.00	\$580	
	Surge Arrestor (TVSS) 480V, 100KA	1	Each	\$470.00	\$470	
	New Utility Meter	1	Each	\$750.00	\$750	
	Bussed Space	20	LF	\$31.00	\$620	
	20"x 4" x 1/4" CU Service Ground Buss	1	Each	\$475.00	\$475	
	Neutral Buss	1	Each	\$340.00	\$340	
	#3/0 CU Main Bonding Jumper	35	LF	\$7.80	\$273	
	#3/0 CU for Service Grounding	35	LF	\$7.80	\$273	
	#4 CU Ground to electrode and Ground Rods	35	LF	\$2.67	\$93	
	Cadweld for Ground rod	2	Each	\$225.00	\$450	
	Concrete encased CU grounding electrode conductor	20	LF	\$19.00	\$380	
	#6 CU to External inter-system Bonding termination	20	LF	\$17.50	\$350	
	Grounding Electrode 3/4" x 10'	2	Each	\$268.00	\$536	
	4" EC w/ pullwire for serice feeders	80	LF	\$12.33	\$986	
	600A ATS 480Y 3P	1	Each	\$5,640.00	\$5,640	
	3/4" UG Conduit from ATS to Standby Genset	35	LF	\$6.90	\$242	
	#14 stranded CU for ATS control	175	LF	\$0.99	\$173	
	700 KCMIL from 500A MCB to 500A breaker on gen	120	LF	\$46.00	\$5,520	
	2 AWG CU Ground	60	LF	\$33.00	\$1,980	
	Gen Controller DM550	1	Each	\$1,290.00	\$1,290	
	Remote Annunciator Kohler RSA III	1	Each	\$2,400.00	\$2,400	
	1/2"C from Controller to Annuciator	10	LF	\$4.80	\$48	
	2 1/2" C from SES Buss to Panels	170	LF	\$9.97	\$1,695	
	3/0 AWG CU from SES Buss to Panels M1 and P1N	510	LF	\$6.90	\$3,519	
	#4 AWG Ground from SES Buss to Panels M1 and P1N	170	LF	\$2.58	\$439	
	Elevator Main Disconnect Module 200A/3PH/480V	1	Each	\$1,450.00	\$1,450	
	#3 AWG CU Elevator Main Disconnect to Panel M1	20	LF	\$2.98	\$60	
	#8 AWG Ground from Elevator Disconnect to Panel M1	10	LF	\$1.49	\$15	
	2" Conduit from Elevator Disconnect to Panel M1	10	LF	\$8.18	\$82	
	Panel M1 200A MLO 208Y/120V 3PH 4 wire	1	Each	\$1,235.00	\$1,235	
	Panel P1N 200A MLO 208Y/120V 3PH 4 wire	1	Each	\$1,235.00	\$1,235	
	Panel M2 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	Panel P2N 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	Panel P1S 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	2 1/2" Conduit from PNL P1N to P1S	50	LF	\$14.89	\$745	

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	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	#3 AWG CU from Panel P1N to P1S	150	LF	\$2.98	\$447	
	#8 AWG Ground from Panel P1N to P1S	50	LF	\$1.49	\$75	
	#10 AWG wire from PNL P1S to Standby Genset	255	LF	\$1.12	\$286	
	#10 Ground	85	LF	\$1.12	\$95	
	3/4" Conduit	85	LF	\$5.66	\$481	
	Emergency Genset Nat Gas 131KW/171KVA 475A 480/277	1	Each	\$65,000.00	\$65,000	
	2/0 AWG CU 24" B/G	14	LF	\$15.44	\$216	
	3/4" x 10' Ground Rod	1	Each	\$275.00	\$275	
	Exothermic Welds	3	Each	\$175.00	\$525	
	Disconnect Switch for condensing unit (no spec)	2	Each	\$150.00	\$300	
	Disconnect Switch for Fan unit (no spec)	2	Each	\$120.00	\$240	
	HVAC equip't connections	1	Lot	\$10,000.00	\$10,000	
	WP J-Box for Fire Bell Connection	1	Each	\$35.00	\$35	
	4'x8'X3/4" Telephone Backboard	1	Each	\$160.00	\$160	
	#6 Ground for Backboard	10	LF	\$1.88	\$19	
	Duplex Receptacles	111	Each	\$75.00	\$8,325	
	Duplex receptacle for re Fridgerator	2	Each	\$75.00	\$150	
	Duplex for Coffee Machine	1	Each	\$75.00	\$75	
	Duplex receptacle for Treadmill	5	Each	\$75.00	\$375	
	Duplex for Copy Machine	1	Each	\$75.00	\$75	
	Ceiling Mounted J-box for Cord Reel w/L5-20R simplex	1	Each	\$35.00	\$35	
	Quad Receptacles	35	Each	\$112.00	\$3,920	
	GFCI Duplex Receptacles	2	Each	\$90.00	\$180	
	WP GFCI Duplex Receptacle	1	Each	\$146.00	\$146	
	Conduit & wiring for recpls	1,659	LF	\$9.98	\$16,557	
	DATA & COMMUNICATIONS/ AV					
	Flush Floor Box w/Phone/Data/Power	4	Each	\$380.00	\$1,520	
	TV receptacle	2	Each	\$225.00	\$450	
	Data Receptacle	56	Each	\$175.00	\$9,800	
	TV outlet plaster ring, Hubbell coverplate	1	Each	\$89.00	\$89	
	Nema 6-30R Dedicated Receptacle	1	Each	\$124.00	\$124	
	AV drops, conduit/raceway & boxes	1	Allow	\$6,500.00	\$6,500	
	Data conduit, wiring, tray, cabling	1,200	LF	\$9.80	\$11,760	
	LIGHTING SYSTEM					
	Type A 2'X4" LED recessed troffer w/#12 lens	103	Each	\$388.00	\$39,964	
	Type A4 2'x4" LED surface mount LED troffer	16	Each	\$397.00	\$6,352	
	Type A4E 2'x4" LED surface mount LED troffer w/EM	4	Each	\$432.00	\$1,728	
	Type AE 2'X4" LED recessed troffer w/#12 lens w/EM	26	Each	\$409.00	\$10,634	
	Type B 2x2 LED w/ Curved Linear prismatic lens	20	Each	\$346.00	\$6,920	
	Type BE 2x2 LED w/ Curved Linear prismatic lens w/EM	8	Each	\$381.00	\$3,048	
	Type EM2 Architectural emergency light	3	Each	\$450.00	\$1,350	
	Type EX Thermoplastic LED exit w/battery backup	15	Each	\$299.00	\$4,485	
	Type R6 6" LED downlight	52	Each	\$301.00	\$15,652	
	Type R6E 6" LED downlight w/EM	9	Each	\$327.00	\$2,943	
	Type S2 1x4 LED Surface mount wrap	4	Each	\$277.00	\$1,108	
	Type W WL2 2' wall bracket	10	Each	\$80.00	\$800	
	Wall Pod push button nPODM-DX	36	Each	\$125.00	\$4,500	
	OCC Sensor Switch WSX-PDT	35	Each	\$214.00	\$7,490	
	OCC Sensor Ceiling Mount NCM-PDT-10	47	Each	\$238.00	\$11,186	
	Dimming Power Pack n-light nPP16-D	24	Each	\$133.00	\$3,192	
	J-Box	84	Each	\$31.00	\$2,604	
	Fan Rated J-box	2	Each	\$39.00	\$78	
	Fan Control Switch	1	Each	\$140.00	\$140	
	Conduit & wiring to lighting fixtures	2,700	LF	\$12.44	\$33,588	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	FIRE ALARM & LIFE SAFETY					
	FA Control panel, voice evacuation type	1	Each	\$6,500.00	\$6,500	
	Surge protection for FACP	1	Each	\$375.00	\$375	
	Continuous Relay for FACP	1	Each	\$450.00	\$450	
	1 1/2" Conduit @ FACP	25	LF	\$12.00	\$300	
	12" Ground Buss @ FACP	1	Each	\$300.00	\$300	
	FA Devices	1	Allow	\$20,000.00	\$20,000	
	Conduit & signal wiring to devices	1	Allow	\$5,000.00	\$5,000	
	Connect to flow switch	1	Each	\$300.00	\$300	
	Connect to tamper switch	1	Each	\$345.00	\$345	
					\$0	
	Electrical Systems - Site	1	LS	\$25,000.00	\$25,000	
	Electrical for Sliding Gate	1	LS	\$5,000.00	\$5,000	
					\$0	
	A/V Components Systems (Rough In)	16,725	SF	\$1.00	\$16,725	
	Security Systems (Rough In)	16,725	SF	\$1.00	\$16,725	
					\$0	
	Division 16 - Electrical Totals					438,996
	Subtotal				\$4,173,997	\$4,173,997

[illegible]

Item No.	ALTERNATE 1 - CHINO VALLEY POLICE FACILITY	Quantity (Units)	Unit	Unit Cost	Total	
1	Division 2 - Sitework					
2	Trash Enclosure Concrete Approach (6" Concrete)	510	SF	\$10.00	\$5,100	
3	Trash Enclosure - Allowance	1	EA	\$30,000.00	\$30,000	
						35,100
4	Division 2 - Interior Demolition					
5	No Scope In This Division					0
6	Division 3 - Concrete					
7	No Scope In This Division					0
8	Division 4 - Masonry					
9	No Scope In This Division					0
10	Division 5 - Metals					
11	No Scope In This Division					0
12	Division 6 - Wood & Plastics					
13	No Scope In This Division					0
14	Division 7 - Thermal & Moisture Protection					
15	No Scope In This Division					0
16	Division 8 - Doors & Windows					
17	No Scope In This Division					0
18	Division 9 - Finishes					
19	No Scope In This Division					0
20	Division 10 - Specialties					
21	No Scope In This Division					0
22	Division 11 - Equipment					
23	No Scope In This Division					0
22	Division 12 - Furnishings					
23	No Scope In This Division					0
22	Division 13 - Special Construction					
23	No Scope In This Division					0
24	Division 14 - Conveying Systems					
25	No Scope In This Division					0
26	Division 15 - Mechanical					
27	No Scope In This Division					0
28	Division 16 - Electrical					
29	No Scope In This Division					0
30	Alternate 1 Chino Police Facility Subtotal				\$35,100	

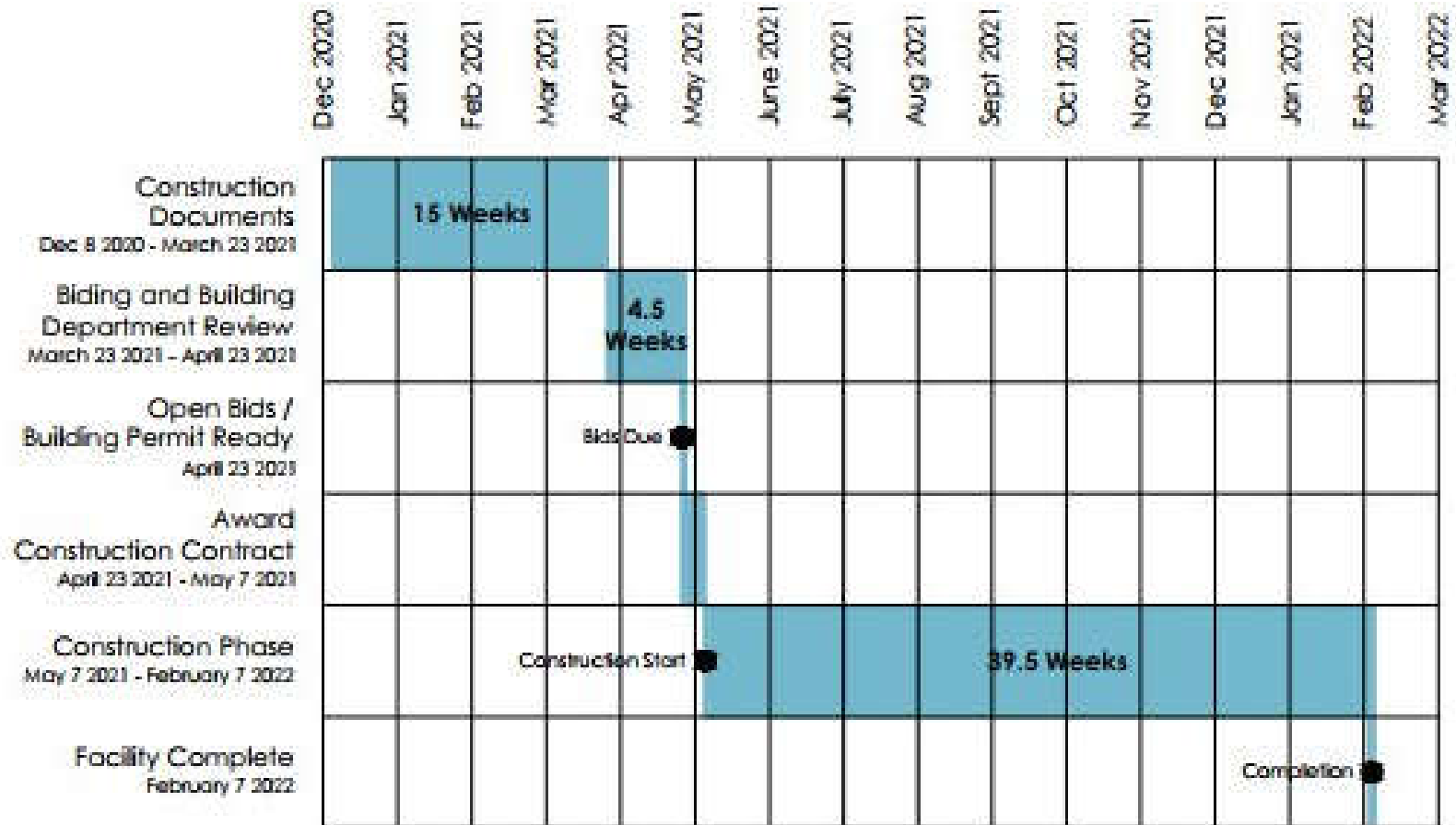
35,100

[illegible]

Item No.	ALTERNATE 2 - CHINO VALLEY POLICE FACILITY	Quantity (Units)	Unit	Unit Cost	Total	
1	Division 2 - Sitework					
2	Parking Structure w/Solar Panels & 23 lights Allowance	8,444	SF	\$100.00	\$844,400	
3						
						844,400
4	Division 2 - Interior Demolition					
5	No Scope In This Division					0
6	Division 3 - Concrete					
7	No Scope In This Division					0
8	Division 4 - Masonry					
9	No Scope In This Division					0
10	Division 5 - Metals					
11	No Scope In This Division					0
12	Division 6 - Wood & Plastics					
13	No Scope In This Division					0
14	Division 7 - Thermal & Moisture Protection					
15	No Scope In This Division					0
16	Division 8 - Doors & Windows					
17	No Scope In This Division					0
18	Division 9 - Finishes					
19	No Scope In This Division					0
20	Division 10 - Specialties					
21	No Scope In This Division					0
22	Division 11 - Equipment					
23	No Scope In This Division					0
22	Division 12 - Furnishings					
23	No Scope In This Division					0
22	Division 13 - Special Construction					
23	No Scope In This Division					0
24	Division 14 - Conveying Systems					
25	No Scope In This Division					0
26	Division 15 - Mechanical					
27	No Scope In This Division					0
28	Division 16 - Electrical					
29	No Scope In This Division					0
30	Alternate 2 Chino Police Facility Subtotal				\$844,400	

844,400

Chino Valley Police Facility Proposed Design and Construction Schedule November 17, 2020





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

5)

Meeting Date: 11/17/2020
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

Information

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town Manager Employment Agreement with Cindy Blackmore. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the Town Manager Employment Agreement with Cindy Blackmore.

Fiscal Impact

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

Attachments

Blackmore Agreement

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CINDY BLACKMORE**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into November 17, 2020, by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”) and Cindy Blackmore (the “Manager”).

RECITALS

A. The Mayor and Council of the Town of Chino Valley (the “Town Council”) and the Manager desire to enter into this Agreement to provide certain benefits, to establish certain conditions of employment and to set working conditions for the Manager to serve as Town Manager for the Town as provided by Section 31.20 of the Chino Valley Town Code (the “Town Code”).

B. The parties acknowledge that the Manager has agreed to abide by the International City/County Managers Association (“ICMA”) Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and the Manager hereby agree as follows:

1. Town Manager Obligations.

1.1 Duties. The Manager shall perform the functions and duties specified for the Town Manager in the Town Code and shall perform other legally permissible and proper duties required by law, ordinance or code and functions as the Town Council shall from time to time assign. The job of Town Manager is a salaried position for which the work week is not necessarily limited to 40 hours. Moreover, the parties recognize that the Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Manager shall work full time but that she shall be allowed to adjust her office hours as reasonable and necessary to conduct the business and affairs of the Town so that the Manager is able, for example, to attend all appropriate board meetings and all Town Council meetings. The Town Council recognizes that the Manager is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the Town and, to that end, the Manager will be allowed to take reasonable time off as she shall deem appropriate during said normal office hours.

1.2 Exclusive Employment. The Town and the Manager agree that the Manager shall, from the Manager’s first date serving as the Town Manager, February 1, 2021,

(the “Start Date”) and thereafter during the term of this Agreement, be in the exclusive employ of the Town and shall not accept other employment or carry out any other business except that of the position of the Town Manager unless authorized to do so by the Town Council, in writing, prior to the Manager engaging in such other activity; provided, however, that any such additional duties shall be conducted on the Manager’s vacation time and without the use of Town resources or equipment. The term “exclusive employ” shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager’s time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided the Manager does not engage in activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from the Manager’s performance of her duties for the Town.

1.3 Residency Requirement. The Town Council believes the Manager will be more knowledgeable regarding the needs of the Town and its citizenry and better able to meet those needs if she resides full time within the Tri-City/Yavapai County area as required by Town Code § 31.20(B). The Manager agrees to relocate to, within one year of appointment, and to thereafter reside within, the Tri-City/Yavapai County area on a full time basis at all times while this Agreement is in effect; failure to do so shall be considered good cause for termination.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2022, unless earlier terminated by either the Town or the Manager as set forth below.

3. Termination. The Manager serves at the pleasure of the Town Council and may be removed without cause as provided in ARIZ. REV. STAT. § 9-303(C). Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Manager at any time. This Agreement may be terminated by the Town with or without cause at any time, subject only to Section 31.20 of the Town Code and the severance provisions set forth in subsection 3.2 below. The Manager may terminate this Agreement at any time, with or without cause, upon not less than 60 days’ written notice to the Town Council; the Town Council, in its sole discretion, may allow for a shorter notice period.

3.1 Severance With Cause. If the Town Council terminates this Agreement with cause, no severance pay will be paid to the Manager unless otherwise approved by the Town Council in its sole discretion. For the purposes of this Agreement, “with cause” shall mean that the Town Council, at a duly posted public meeting, has determined that the Manager has (A) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of her employment when specifically directed to do so by a majority of the Town Council at a duly posted public meeting, (B) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the Town Council may choose to suspend the Manager with pay during the pendency of any such prosecution), (C) either in her personal or professional capacity, severely damaged the reputation of the Town or the Town Council, (D) materially failed to perform a significant portion of her duties as the Town Manager as set forth in this Agreement, (E) caused or by gross negligence allowed any practice, activity, decision or organizational circumstance that is either illegal or immoral, (F) violated provisions of the ICMA Code of Ethics, (G) committed malfeasance in office or willful breach or habitual neglect of the duties described in Section 31.20 of the Town Code, (H) committed material act(s) or omission(s) that are recognizable as a conflict of interest under Arizona law, (I) behaved in a

manner constituting grounds for termination of a contract under applicable Arizona statutes or case law, or (J) failed consistently to perform the job of Town Manager in a reasonable, professional, and adequate fashion, when such failure continues or reoccurs after 10 days' written notice that such failure is unacceptable, as determined by a majority of the Town Council voting a public meeting held in compliance with Arizona law.

3.2 Severance Without Cause.

A. Amount of Severance; Conditions. In the event the Town Council terminates this Agreement without cause, it shall provide the Manager with 30 days' notice and the Manager shall be entitled to severance pay in an amount equal to six months of her annual base salary, benefits and allowances (including any automobile and cellular telephone allowance granted by the Town Council pursuant to subsection 6.4 below), including pay-out of accrued vacation and sick leave at the then-current rates set forth for all Town employees in the Town's personnel rules, at the time of such termination. The Manager shall not be entitled to additional benefits after the date of termination other than COBRA benefits. Payment of any such severance shall be contingent upon all of the following:

(1) The Manager executing a severance agreement acceptable to both parties, which shall include the Manager's (a) full release of the Town and all its agents and employees from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of the Manager's employment or termination of employment with Town, (b) agreement not to initiate or cause to be initiated under any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining to her employment with the Town and (c) acknowledgement that the Town will provide no more than neutral references for the Manager, but that the Town may be required to disclose any and all records related to such termination pursuant to a valid request for public records.

(2) The Manager making herself reasonably available as needed by the Town for consulting purposes for a period of time equal to the number of months of severance paid.

B. Elements of Severance Without Cause. It shall be deemed severance without cause if, at any time during the term of this Agreement the Town Council (1) reduces the Manager's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees, (2) reassigns the Manager from the position of Town Manager to another position without her express, written consent, or (3) refuses to comply with a material term of this Agreement within 30 days after written notice from the Manager.

C. Termination of Fringe Benefits. If the Manager's employment is terminated pursuant to this subsection 3.2, all fringe benefits furnished by the Town shall terminate on the date of termination of this Agreement.

3.3. Voluntary Resignation. In the event the Manager voluntarily terminates this Agreement for any reason, she shall not be entitled to severance pay, unless otherwise approved by the Town Council in its sole discretion.

3.4 Forced Resignation. In the event of a suggestion, either formal or informal, by one or more members of the Town Council, including the Mayor, that she resign, the Manager may require that the Town Council and the Manager meet and discuss the matter in an effort to resolve any disagreement or misunderstanding that led to the suggestion of resignation, subject to compliance with the Open Meeting Law and other applicable laws. If the Manager resigns following an offer to accept resignation by a majority of the Town Council, whether formal or informal, then she may declare a termination as of the date of the acceptance.

4. Suspension. If the Town Council has made a determination that “for cause” termination is appropriate as set forth in subsection 3.1 above, the Town Council may, in its sole discretion, as an alternative to, or prior to, termination, suspend the Manager with or without pay for a period of up to 30 days.

5. Disability. If the Manager is permanently disabled or is otherwise unable to fulfill her duties hereunder due to sickness, accident, injury, health or mental incapacity for a period of four consecutive weeks beyond any accrued sick leave, or a minimum of 12 weeks as defined under the Family Medical Leave Act of 1993 (FMLA) should said accrued sick leave be less than 12 weeks, the Town shall have the option to terminate this Agreement; provided, the Town shall pay the full amount of severance pay set forth in Section 3 above. The Manager shall, during such disability event, continue to accrue vacation leave and sick leave and receive holiday compensation benefits. A termination due to disability shall not be exercised unreasonably.

6. Compensation.

6.1 Salary. The Town agrees to pay the Manager a base salary of \$158,000 for fiscal year 2020-21(pro-rated to actual length of service during such fiscal year) for her services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the Town are paid. In the event the Manager has met or exceeded the Town Council’s expectations during any fiscal year under this Agreement, as determined according to the performance evaluation criteria set forth in Section 7 below, the Manager’s base salary shall be increased in each fiscal year (beginning FY 2021-2022) by the same percentage amount approved by the Town Council for other Chino Valley employees as a merit increase, market adjustment and/or cost of living increase, if any, as part of the Town’s annual budget; provided, that for FY 2021-22, the Manager shall be eligible for such increase after the initial six-month evaluation as set forth in Section 7 below. The Town shall adjust the Manager’s other benefits in such amounts as are generally provided other Town employees.

6.2 Disability, Health and Life Insurance. The Town agrees to provide and to pay the premiums for major medical insurance and dental insurance for the Manager and her dependents in the same percentages that are provided to all other salaried employees of the Town. Except as otherwise provided in this Agreement, the Manager shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Town as provided by the Town’s policies, Town Code, ordinances, personnel rules and regulations or other practices. The coverages provided for

herein shall be subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full time employees of the Town. Additionally, any other coverage that may be added by the Town in the future that is applicable to other full time employees of the Town will be made available to the Manager on the same terms and conditions extended to such other employees and/or their dependents.

6.3 Retirement. The Manager shall be entitled to enrollment in the Arizona State Retirement System as provided by Arizona law, and the Town will make payments for such retirement as provided by law.

6.4 Cellular Telephone and Automobile. The Town shall provide the Manager a monthly cellular telephone stipend and monthly automobile allowance, which together shall be \$500.00 per month, subject to the conditions below. The sum shall be paid by separate check each month.

A. Cellular Telephone. The Manager shall maintain a cellular telephone, with a telephone number published internally in the Town directory, for use in conducting Town business.

B. Automobile. The Manager shall retain and maintain a vehicle that is clean, mechanically sound and suitable for such use as may be required for Town business. The Manager shall also be responsible for providing insurance coverage on this vehicle in such amounts adequate to provide protection to the Town in the event of an accident while the vehicle is being used for Town purposes. When travel outside of Yavapai County for Town business is required, the Manager will be reimbursed at the then- current IRS rate after submission by the Manager of a reimbursement request.

C. Moving Allowance. The Manager shall be provided a one-time reimbursement up to \$7,500 for reasonable moving expenses related to her relocation to the Tri-City/Yavapai County area. The Manager shall provide the Town proper receipts for such expenses as a prior condition of such reimbursement.

6.5 Leave.

A. Vacation Leave. The Manager shall be entitled to accrue and use vacation leave at the rate and under the terms and conditions that apply to other Town employees pursuant to the Town of Chino Valley Personnel Policy and Administrative Guideline Manual ("Personnel Manual"). The Manager shall accrue vacation leave beginning at the rate of a two-year employee. Upon termination of employment, the Town shall pay the Manager for her accrued but unused vacation leave.

B. Sick Leave. The Manager shall be entitled to accrue and use sick leave, to participate in the sick leave bank, and upon the termination of employment, to be paid for unused sick leave. The Manager shall accrue sick leave according to the Personnel Manual. The accrued sick leave hours may be "banked" or converted into vacation time in accordance with the Town's policies and procedures applicable to other full time employees.

C. Holidays. The Manager shall be afforded with paid holidays according to the Personnel Manual in effect at that time.

7. Performance Evaluation. The Town Council shall review and evaluate the Manager initially six months after the Start Date and thereafter annually review and evaluate the Manager's performance as far in advance of the adoption of the annual operating budget as practicable, but not later than April 30 each year. The Manager's review and evaluation shall be based upon (i) success at fulfilling the reasonably achievable goals and performance objectives set forth by the Town Council in a goal-setting retreat, (ii) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of the Manager's hiring and firing decisions with respect to individual staff members, (iii) obtainment of additional, reasonably-achievable policy objectives and goals as set forth by a majority of the Town Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget and (iv) professionalism, including manner of addressing the Town Council, preparation of Town Council agendas and supporting material and preparation and management of the annual budget.

8. Dues and Subscriptions. The Town agrees to budget for and to pay for the Manager's professional dues and subscriptions necessary for her continuation and full participation in national, regional, state and local associations and organizations of which she is currently a member or expected to be a member because of her position as Town Manager, and for other necessary and desirable expenses for her continued professional participation, growth, and advancement, and for the good of the Town, as the Town Council deems appropriate. The Town shall pay for the Manager's dues and membership fees in three such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9. Professional Development.

9.1 Professional Associations. The Town hereby agrees to budget for and to pay for the Manager's travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue her professional development and to adequately pursue necessary official functions for the Town, including but not limited to the ICMA annual conference, the Arizona City/County Management Association conferences, the League of Arizona Cities and Towns annual conference, and such other national, regional, state, and local governmental groups and committees thereof on which the Manager serves as a member. The Town shall budget and pay for the Manager's attendance at three conferences held by such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9.2 Continuing Education. The Town also agrees to budget for and to pay for the Manager's reasonable travel, registration and subsistence expenses for short courses, institutes and seminars that it deems necessary for her professional development and for the good of the Town. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

10. Expenses. The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by the Manager. The Town shall reimburse the Manager for reasonable travel, food, lodging and other similar expenses incurred by the Manager in the performance of her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. The Manager shall be authorized and allowed to use a Town credit card for purposes of charging reasonable business expenses incurred in conducting Town business. Other than travel required for attendance at the ICMA annual conference, business travel outside of the State of Arizona must be pre-approved in the Town Council's sole discretion and the Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Town Council has, in its sole discretion, approved of such out-of-state travel. The Town agrees to (i) reimburse or to pay said general expenses described in this Section 10 and (ii) authorizes the Finance Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

11. Civic Club Membership. The Town recognizes the desirability of representation in and before local civic and other organizations, and the Manager is authorized to become a member of such civic clubs or organizations the Town Council deems necessary and for which the Town shall pay all expenses. The Manager shall report to the Town on each membership that she has taken out at the Town's expense.

12. Indemnification. In addition to that required under state and local law, the Town shall defend, save harmless, and indemnify the Manager from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as prescribed by the Town Code or separate directions of the Town Council. Except for actions or omissions which are intentional and tortious, or criminal in nature, the Town shall indemnify, defend, and hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of the Manager committed within the course and scope of the Manager's employment. If the Manager engages in actions or omissions which are intentional and tortious or criminal in nature, then the Town may, in the sole discretion of the Town Council, indemnify, defend and/or hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of the Manager committed within the course and scope of the Manager's employment.

13. Insurance. At all times while this Agreement is in effect, the Town shall maintain in force a professional errors and omissions insurance policy, with policy limits of not less than \$1,000,000, insuring the Manager against claims arising out of the performance of the Town Manager's duties within the scope of her employment.

14. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

15. Default; Cure. Failure or unreasonable delay by the Manager or the Town to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice

thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within 15 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such Cure Period shall exceed 90 days, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity.

16. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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: Mayor

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

If to the Manager: Cindy Blackmore
202 North State Route 89
Chino Valley, Arizona 86323

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 Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Manager of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

19. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

20. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Assignment. This Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective or (ii) on the Manager unless and until it has been executed by the Manager or her authorized representative.

25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

26. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The Town and its Town Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

28. Conflict of Interest. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

29. Counsel Assistance; Fair Interpretation.

29.1 Counsel for the Manager. The Manager has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation despite a recommendation from the Town that the Manager seek advice from legal counsel.

29.2 Counsel for Town. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

29.3 Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

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

“Town”

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

“Manager”

Darryl Croft, Mayor

Cindy Blackmore

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Special Meeting

6)

Meeting Date: 11/17/2020
Contact Person: Will Dingee, GIS Tech
 Phone: 928-636-4427 x-1233
Department: Development Services
Estimated length of staff presentation: None
Physical location of item: 2515 North Road 1 East

Information

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse. (Will Dingee, Assistant Planner)

RECOMMENDED ACTION:

Approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

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

Attachments

Staff Report



TOWN OF CHINO VALLEY TOWN COUNCIL STAFF REPORT 11/10/2020

APPLICATION SUMMARY

File Number: C-04-20

Assessor's Parcel Number: 306-14-046

Site Location: 2514 North Road 1 East

Property Owner: Michael & Kathleen O'Connor Masse
2572 North Road 1 East
Chino Valley, AZ 86323

Applicant: Michael & Kathleen O'Connor Masse

Request: Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence. Once the residence is conforming the applicant's intention is to submit a lot line adjustment application to reduce the property size to one acre containing the home and sell it.

SITE DATA

Existing Zoning	CL (Commercial Light)
Lot Size	4.1 acres (178,596 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Commercial/Multi-Family Residential
Existing Land Use	Single Family Residence

BACKGROUND

SITE DESCRIPTION

The subject property is located on the west side of North Road 1 East, approximately 300 feet south of Granite Creek Lane. The property is accessed from North Road 1 East. The site is zoned CL (Commercial Light) with a 7,500 square foot minimum lot size. The Town's General Plan identifies this area as commercial/multi-family residential. The surrounding properties to the north and west are zoned CL (Commercial Light), AR-5 (Agricultural/Residential with a five (5) acre minimum) to the east, and CL/AR-5 (Commercial Light and Agricultural/Residential) to the south.

PROJECT DESCRIPTION

The subject property currently has two existing structures, a non-conforming single family residence (3,190 square feet) and a hay shed (2,160 square feet). The applicant is requesting a conditional use permit to establish the existing non-conforming residence as a conforming residence. Once the residence is conforming the applicant's intention is to submit an application for a lot line adjustment to reduce the property size to one acre containing the home and sell it.

APPLICABLE ORDINANCES

Single-Family residences within a CL zoning district are required to obtain a Conditional Use Permit (CUP) through Town Council, as required by Section 3.15.C.1 of the Unified Development Ordinance (UDO). Further, Section 1.9.3 of the UDO governs all CUPs, and allows Council to include additional stipulations as follows:

1. A **Use Permit** may be granted for a designated period with a date of expiration stated therein or may be granted for an indefinite period. Should the use not be established as proposed within one (1) year, the **Use Permit** approval shall become null and void.
2. Additional conditions that may be considered, include, but are not limited to the following:
 - a. Mitigation of potential impacts on surrounding properties such as, but not limited to, noise, lighting, odor, or placement of trash receptacles.
 - b. Assurance of adequate parking, **ingress** and **egress** so as not to increase traffic congestion.
 - c. Hours of operation.
 - d. Maintenance of a positive appearance, with appropriate screening, landscaping and buffering to preserve reasonable use and enjoyment of **adjacent** properties.

PUBLIC REVIEW PARTICIPATION

Notifications were physically posted on the subject property and published in the Daily Courier (Sunday, October 18, 2020). To date, no public response has been received.

PLANNING COMMISSION HEARING AND RECOMMENDATION

The Planning and Zoning Commission met on Tuesday, November 3, 2020. The Planning Commission opened up the hearing to the public for comment. No one in attendance chose to speak either for or against the item. . Further, staff has received no public comment either before the the Planning Commission meeting or in the interim before the Council meeting.

PLANNING COMMISSION VOTE: 7-0

PLANNING COMMISSION AND STAFF ANALYSIS**CONSISTENCY WITH THE ZONING ORDINANCE**

The current zoning of the subject parcel is CL. The current use of the subject property does not conform to the allowed uses set forth by the CL zoning district. However, within this zoning district, Single-Family homes are allowed with a CUP. Conditional Use Permits run with the land and therefore would transfer to the new owner when the property is sold.

PLANNING COMMISSION RECOMMENDED STIPULATIONS

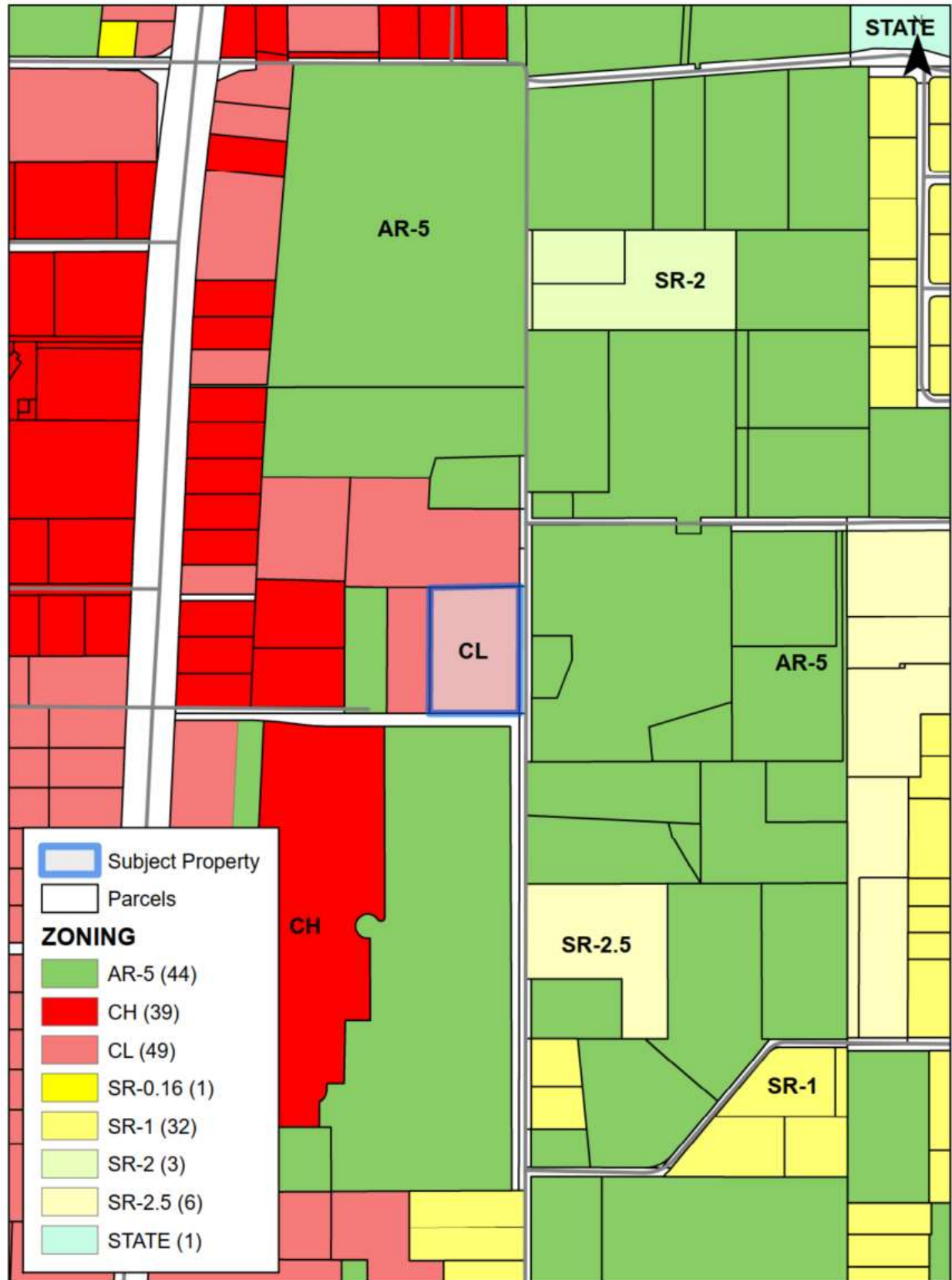
The Planning Commission is recommending approval of the Conditional Use Permit, without stipulations, to establish the existing non-conforming residence to a conforming residence.

STAFF RECOMMENDATION

Staff and the Planning and Zoning Commission recommends that Town Council approve the conditional use permit to establish the existing non-conforming residence to a conforming residence.

ATTACHMENTS AND EXHIBITS

Vicinity Map

Zoning Map

General Plan Land Use Map

