



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, FEBRUARY 27, 2024
6:00 PM**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

***AMENDED* AGENDA – Items 5(f) and 5(g) removed from this agenda per request of Town Staff to be rescheduled at a later date**

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- Presentation by David Seigler with United Way regarding the Town's successful United Way campaign.
- Presentation and discussion regarding an update on the Parks & Recreation Advisory Board.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

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.

- Status reports by Mayor and Council regarding current events.
- 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. Consideration and possible action to approve amendments to the Town's Organizational Chart.
- b. Consideration and possible action to approve Ordinance 2024-939 amending the Town Code relating to Chapter 31 - Town Organizational Chart.
- c. Consideration and possible action to approve an amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District to extend the current lease for an additional ten-year term, through April 18, 2035.
- d. Consideration and possible action to approve a Professional Services Agreement with Montgomery & Associates for the Underground Storage Facility Permit Renewal.
- e. Consideration and possible action to approve a Professional Services Agreement with Lyon Engineering for the design of the planned reconstruction of Reed Road between Road 1 North and Road 3 North for the amount of \$49,785.
- ~~f. Consideration and possible action to approve a Utility Easement for APS for the solar covered parking installation per the APS Solar Communities Agreement. ***REMOVED***~~
- ~~g. Consideration and possible action to approve an Amended and Restated Solar Communities Program Agreement between APS and the Town of Chino Valley. ***REMOVED***~~
- f. Consideration and possible action to authorize the Police Department to apply for and approve expenditure of funds for a \$47,430.01 Government of Highway Safety grant.
- g. Consideration and possible action to approve Resolution No. 2024-1246 amending the previously approved Call of Election Resolution.
- h. Consideration and possible action to approve the January 23, 2024, study session minutes.
- i. Consideration and possible action to approve the January 23, 2024, regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2023.

7. ADJOURNMENT

Dated this 21st day of February, 2024.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

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

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 COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 2/27/2024
CONTACT PERSON: Cindy Blackmore, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve amendments to the Town's Organizational Chart.

SUMMARY:

PREVIOUS ACTION:

STAFF RECOMMENDATION:

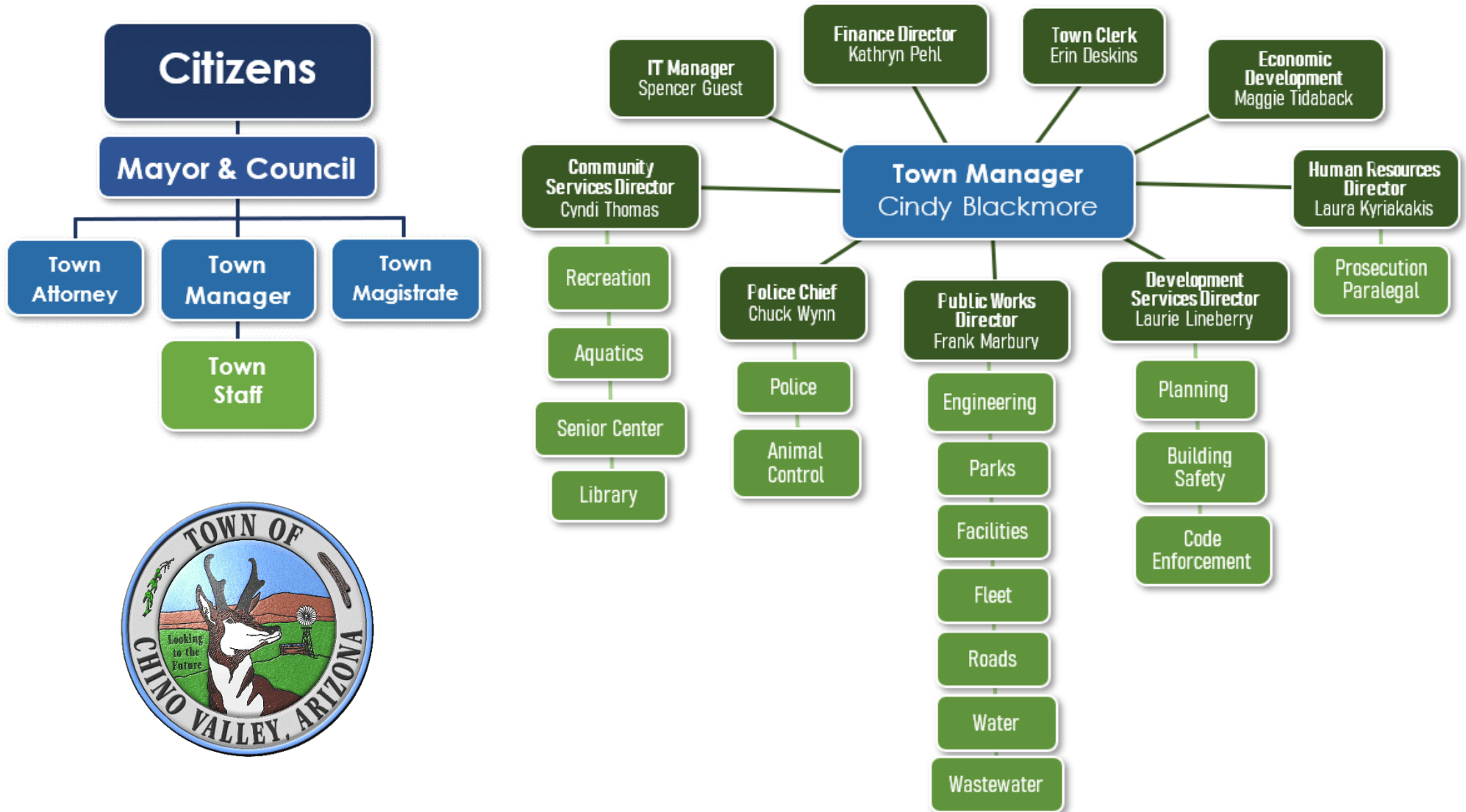
Approve the Town's Organizational Chart as presented.

FISCAL IMPACT?

ATTACHMENTS:

-
-
- | | |
|----|---------------------------|
| 1. | 2024 Organizational Chart |
|----|---------------------------|
-
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Town of Chino Valley Organizational Chart





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 2/27/2024
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Ordinance

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance 2024-939 amending the Town Code relating to Chapter 31 - Town Organizational Chart.

SUMMARY:

Town Code Chapter 31.27 - requires that the Town organizational chart be adopted by the Town Council and a copy kept on file for public inspection with the office of the Town Clerk. The Ordinance before you would rescind the requirement for Town Council to approve changes in the Organizational Chart, replacing that requirement with new language in Chapter 31.20 Town Manager - requiring the Town Manager to prepare an organizational chart for the Town and keep a copy of that chart on file in the office of the Town Clerk.

Shifting this responsibility to the Town Manager is more in line with standard practice as well as the language of Chapter 31.20, which recognizes the Town Manager as the "head of the administrative branch of the town government," who is "responsible for the proper administration of the affairs of the town." Moreover, this allows the Town Manager to fluidly make necessary organizational changes in the best interest of the service delivery and budgetary needs of the Town.

PREVIOUS ACTION:

Town Code Chapter 31.27 Organizational Chart was amended by Ordinance 481 in 2001; Ordinance 515 in 2002; and by Ordinance 04-574 in 2004.

STAFF RECOMMENDATION:

Approve Ordinance 2024-939 amending the Town Code relating to Chapter 31 - Town Organizational Chart.

FISCAL IMPACT?

None.

ATTACHMENTS:

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1. ORD - 2024-939 - Ch. 31 Amendments re Organizational Chart
-
-

ORDINANCE NO. 2024-939

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING CHINO VALLEY TOWN CODE TITLE III, ADMINISTRATION, CHAPTER 31, OFFICERS, REGARDING THE ORGANIZATIONAL CHART OF THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to update the Chino Valley Town Code (the "Town Code") Title III (Administration), Chapter 31 (Officers), for the benefit of the Town.

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

Section 1. The above recital is hereby incorporated as if fully set forth herein.

Section 2. Town Code Title III (Administration), Chapter 31 (Officers), Section 31.20 (Town Manager) is hereby amended by adding a new Paragraph (7) to Subsection 31.20(G) to read as follows:

(7) The Town Manager shall prepare an organizational chart for the town. A copy of the chart must be kept on file in the office of the Town Clerk and available for public inspection during normal office operating hours.

Section 3. Town Code Title III (Administration), Chapter 31 (Officers) is hereby amended by deleting Section 31.27 (Organizational Chart) in its entirety.

Section 4. All ordinances and parts of ordinances in conflict with the provisions of this ordinance or with any part thereof are hereby repealed.

Section 5. 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, such decision shall not affect the validity of the remaining portions thereof.

Section 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

(SIGNATURES ON FOLLOWING PAGE)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 13th day of February, 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the foregoing Ordinance No. 2024-939 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on February 13, 2024, and that quorum was present, and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 2/27/2024
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve an amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District to extend the current lease for an additional ten-year term, through April 18, 2035.

SUMMARY:

PREVIOUS ACTION:

The Town of Chino Valley amended its lease agreement on May 19, 2008, with Yavapai County Community College District when Yavapai College and the Town traded 30 acres of Yavapai College's original lease at Old Home Manor with a Yavapai College building located on the highway (Town Hall building located at 202 N State Route 89). The College had originally leased 80 acres, and through an appraisal process it was deemed that 30 acres were of the same value as the current Town Hall property, thus leaving 50 acres on the traditional lease. Section 2.5 of the Lease Agreement gives the College the option to renew the current lease for up to three (3) additional ten (10) year terms and one additional five (5) year term on the same terms and conditions as set forth in the lease. On June 14, 2014, Town Council approved an Amendment to the Lease Agreement renewing the lease through April 2024.

STAFF RECOMMENDATION:

Approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District to extend the current lease for an additional ten-year term, through April 18, 2035.

FISCAL IMPACT?

ATTACHMENTS:

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1. LSE - 2nd Amendment to YCCCD Lease
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-

**SECOND AMENDMENT
TO THE
AMENDED LEASE AGREEMENT**

THIS SECOND AMENDMENT TO THE AMENDED LEASE AGREEMENT (this "Second Amendment") is entered into as of February 27, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and the Yavapai County Community College District, a community college district of the State of Arizona (the "College") (each individually a "Party," and together, the "Parties").

RECITALS

A. The Town and the College entered into the Amended Lease Agreement (the "Lease") for the College to lease from the Town 50 acres of real property adjacent to the College's 30-acre campus, in what is commonly known as "Old Home Manor," from May 19, 2008, through April 18, 2015, with options to renew.

B. The College may renew the Lease by giving the Town written notice of its intent to renew at least one year before the end of its then-current term.

C. The College renewed the Lease on June 24, 2014, extending it through April 18, 2025, pursuant to paragraph 2.5, "Options to Renew," and the Parties memorialized that renewal by executing the First Amendment to Lease Agreement.

D. On January 9, 2024, the College gave the requisite notice and exercised its second renewal option, extending the Lease, as amended, through April 18, 2035.

E. The Parties now desire to memorialize that renewal by executing this Second Amendment.

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 Parties hereby agree as follows:

1. Incorporation of Defined Terms. Except as otherwise defined herein, all capitalized terms used herein have the meanings ascribed thereto in the Lease.

2. Conflict of Interest. The Lease and this Second Amendment may be canceled by the Landlord pursuant to Ariz. Rev. Stat. § 38-511.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year first set forth above.

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

YAVAPAI COLLEGE

Jack W. Miller, Mayor

Dr. Lisa B. Rhine, President

ATTEST:

Erin N. Deskins, Town Clerk
APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT, a community college district of the
State of Arizona

Deb McCasland, Board Chair
Yavapai College; Yavapai County

Date

ATTEST:

Yvonne Sandoval, Secretary

Date



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 2/27/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Professional Services Agreement with Montgomery & Associates for the Underground Storage Facility Permit Renewal.

SUMMARY:

The Town of Chino Valley owns and operates The Old Home Manor (OHM) Recharge Project. This is a constructed underground storage facility located at OHM. This facility recharges the effluent water from the Water Reclamation Facility. This Recharge Project operates under a number of state issued permits including:

- Underground Storage Facility Permit No. 71-595206.0001, effective May 22, 2006;
- Water Storage Permit No. 73-595206, effective March 3, 2005;
- Aquifer Protection Permit No. P-104236, Place ID 17668, LTF 28493, effective September 7, 2004

These are collectively referred to as the Recharge Permits. The underground storage facility permit and the water storage permit expire on March 3, 2025. The Town seeks professional services to renew and, if necessary, modify the Town's Recharge Permits. The renewal application will be to extend the operating permit period from March 4, 2025, through March 4, 2044, a 20-year renewal and to maintain the current maximum storage volume rate of 1,120 acre feet of water credits per year.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Montgomery & Associates, in the amount of \$80,000, for the Renewal of the Underground Storage Facility Permit for the Old Home Manor Recharge Project.

FISCAL IMPACT?

There is available budget in the general capital improvement fund to accommodate this permit cost of \$80,000.

ATTACHMENTS:

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-
1. Proposal_ChinoValleyUSF_PermitRenewal
-
-

2. PSA - Montgomery & Associates - USF Permit Renewal



January 31, 2024

Mark Holmes, Town Water Advisor
c/o Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

SUBJECT: SCOPE OF WORK AND ESTIMATED COSTS FOR APPLICATION FOR RENEWAL OF UNDERGROUND STORAGE FACILITY PERMIT FOR OLD HOME MANOR RECHARGE PROJECT

Dear Mr. Holmes:

Montgomery & Associates (M&A) has prepared this scope of work and estimated cost for numerical modeling to support renewal of the Underground Storage Facility (USF) permit for the Old Home Manor Recharge Project (OHM) located in Little Chino Sub-basin for the Town of Chino Valley (the Town). The facility is permitted at a maximum annual storage volume of 1,120 acre-feet/year (AF/yr). The current permit (71-595206.0001) expires on March 3, 2025. The application will be to extend the USF permit period from March 4, 2025, to March 4, 2044 (20 years), and to maintain the current rate of 1,120 AF/yr.

This scope of work is based on our understanding of requirements by Arizona Department of Water Resources (ADWR) for renewal of the existing USF permit and local and regional hydrogeologic conditions, as well as our previous modeling experience in support of USF permits.

SCOPE OF WORK

M&A's services for preparation of the USF permit modification will include the following 5 Tasks, outlined below.

Task 1: Data Review and Pre-Application Meeting

Task 2: Model Update and Calibration

Task 3: Groundwater Mounding Analysis

Task 4: Hydrologic Report

Task 5: Post-Submittal Services

Task 1: Data Review and Pre-Application Meeting

The objective of Task 1 is to compile and review relevant information and obtain concurrence with ADWR for the proposed approach and scope of work for the hydrologic report and permit renewal. The proposed scope of work includes the following:

- Review hydrologic reports prepared to support original USF permit application and subsequent modifications.
- Compile and review monitoring and recharge data provided by the Town.
- Evaluate groundwater level responses at and near the OHM facility.
- Review potential locations of unreasonable harm.
- Evaluate relevant aspects of ADWR's Prescott AMA groundwater flow model to determine the minimum modifications required to prepare an acceptable groundwater mounding analysis for the OHM permit renewal, including matching to observed water levels trends in its vicinity.
- Plan and participate in a pre-application meeting with ADWR to review application requirements, modeling requirements, and proposed approach.

Task 2: Model Update and Calibration

Task 2 involves preparing, updating, and calibrating a regional groundwater flow model for OHM. ADWR will confirm if we will use the 2021 Prescott AMA groundwater flow model, which simulates transient groundwater conditions from 1939 through 2019. In order to sufficiently represent groundwater conditions for the permit renewal, the model may require additional calibration by modifying hydraulic parameters in the vicinity of OHM.

Task 3: Groundwater Mounding Analysis

Task 3 involves conducting the groundwater mounding analysis with the updated and calibrated model. We assume that ADWR will require assessment for potential unreasonable harm only for those locations in existence at the time of the original USF permit application and only if those locations are within the new maximum Area of Impact (AOI). The model will be run for the permit renewal period, March 2025 through March 2044, and will be used for the following:

- Project the composite AOI as calculated by flagging the model cells within the 1-foot rise in contiguous areas projected each year during the 20-year simulation

- Project future groundwater levels at the OHM basins, currently permitted alert level locations, and any identified potential unreasonable harm locations within the new AOI
- Determine feasibility of sustaining recharge rates by considering permitted alert levels and unreasonable harm locations within the new AOI

Initially, modeling will evaluate feasibility at 1,120 AF/yr for 20 years and provide a new AOI. If projected groundwater levels reach OHM alert levels or harmful levels at unreasonable harm locations within the AOI, we will consult with the Town.

Task 4: Hydrologic Report

Task 4 includes compilation of additional data needed for the hydrologic report, which will include the following:

- Tables of historical and future permitted recharge volumes for OHM and all other USFs within the Prescott AMA model domain
- Hydrographs of historical depth to groundwater level for wells monitored under OHM USF permit and for other selected wells in the vicinity of OHM to demonstrate model calibration and aquifer trends
- Table of Alert Levels and Operation Prohibition Limits for OHM
- Map of current groundwater level elevation and depth-to-water contours for the vicinity of OHM
- Regional maps showing results of predictive modeling, including:
 - Delineation of the composite AOI, as defined by the projected 1-foot of annual rise during the 20-year modification period
- Unreasonable harm inventory and analysis table showing projected groundwater levels at monitoring sites and any additional potential unreasonable harm sites within the AOI during years of peak rise at each site

A draft version of the hydrologic report will be submitted to the Town for review and comment. After comments are received from the Town, the final submittal will be prepared. An electronic version (PDF) of the hydrologic report will also be prepared for submittal to the Town and ADWR.

Task 5: Post-Submittal Services

After submitting the USF permit application and hydrologic report to ADWR, additional services are likely to be required to provide clarification and additional information requested by ADWR as part of their review for completeness and correctness. For estimating costs, we assume ADWR will require only minor clarifications.

ESTIMATED COSTS AND SCHEDULE

The estimated cost to complete Tasks 1 through 5 is \$80,000, summarized in Table 1. These costs are in accordance with the attached 2024 Fee Schedule and are based on M&A personnel time and reimbursable expenses. Actual effort will be determined by a number of factors that are not currently known, including the following:

- The use of the new Prescott AMA model, its need for calibration in the OHM area, and how it may affect alert levels
- Operational records and monitoring reports from the Town demonstrating performance
- The number and nature of responses from ADWR on the application
- Extraordinary unreasonable harm issues that may require revision of permit or extended negotiations with ADWR or other parties

Table 1. Cost Estimate

		Estimated Hours					Estimated Fees & Expenses
		Scientist 8	Scientist 4	Scientific Illustrator 2	Technical Editor	Total Hours	Total M&A Professional Fees
2024 Professional Billing Rates		\$238	\$178	\$108	\$74		
Task 1	Data Review and Pre-application Meeting	8	40	0	0	48	\$ 9,000
Task 2	Model Update and Calibration	16	72	0	0	88	\$ 16,600
Task 3	Groundwater Mounding Analysis	8	110	0	0	118	\$ 21,500
Task 4	Hydrologic Report and Application	16	60	56	26	158	\$ 22,400
Task 5	Post-Submittal Services	8	40	8	8	64	\$ 10,500
TOTALS:		56	322	64	34	476	\$ 80,000

Estimated costs for the current scope of work do not include permit application and review fees assessed by ADWR. It is assumed that the Town would pay these fees directly to ADWR.

M&A anticipates that Tasks 1 through 4 will be completed within approximately 10 months after authorization to proceed. We understand the current USF permit expires on March 3, 2025. The hydrologic report and application for the permit renewal will be submitted to ADWR before March 2025, assuming authorization to proceed is received before May 1, 2024.

Thank you for the opportunity to provide this scope of work for the Town of Chino Valley. Please contact us if you have any questions or require further information.

Sincerely,
MONTGOMERY & ASSOCIATES



Hale Barter
President / Groundwater Hydrologist
hbarter@elmontgomery.com



Ben Krisanto Paras
Groundwater Hydrologist
bkparas@elmontgomery.com

Attachment: M&A 2024 Schedule of Professional Fees

2024 SCHEDULE OF FEES AND EXPENSES

PROFESSIONAL FEES*	Hourly Rate (\$)
Scientist 9	293
Scientist 8	238
Scientist 7	227
Scientist 6	216
Scientist 5	197
Scientist 4	178
Scientist 3	158
Scientist 2	137
Scientist 1	117
Health & Safety Coordinator	216
Senior Programming Specialist	222
Computer Programmer 2	190
Computer Programmer 1	160
Senior Water Policy/Economics Specialist	256
Water Policy/Economics Specialist 2	218
Water Policy/Economics Specialist 1	201
Drilling Specialist 2	153
Drilling Specialist 1	137
Hydrologic Technician 2	123
Hydrologic Technician 1	103
Hydrologic Assistant	87
GIS & Data Coordinator	175
GIS & Data Specialist 2	145
GIS & Data Specialist 1	120
Scientific Illustrator 2	108
Scientific Illustrator 1	92
Contract Administrator	83
Technical Editor	74
Clerical	58
EXPENSES	
Airline travel, ZipCar, and auto rental	Cost
Lodging and subsistence	Cost
Copying, printing, long distance calls, shipping, field supplies	Cost
Subcontractor services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Montgomery & Associates vehicles	
Standard	\$0.67/mile
4-wheel drive or high clearance 2-wheel drive for off-road use	\$0.87/mile

Notes:

- Expert testimony charged at 1.5 times hourly rate. Includes testimony in a trial, hearing, or deposition, and time spent in testimony rehearsal sessions with counsel.
- *Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

Invoices are issued on a monthly basis and are due upon receipt for payment within 30 days.
If payment has not been received within 30 days,
interest will accrue at 1% per month for unpaid balance.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MONTGOMERY & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of February 27, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Errol L. Montgomery & Associates, Inc., an Arizona corporation d/b/a Montgomery & Associates (the “Consultant”).

RECITALS

A. The Town issued a Request for Proposals, “RFP for Old Home Manor Recharge Project Permit Renewals” (the “RFP”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking proposals from vendors for professional services to renew and, if necessary, modify the Town’s Underground Storage Facility Permit No. 71-595206.0001, Water Storage Permit No. 73-595206, and Aquifer Protection Permit No. P-104236, Place ID 17668, LTF 28493 to continue operating the Old Home Manor Recharge Project beyond March 3, 2025 (the “Services”).

B. The Consultant responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for 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 February 26, 2026, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. The Consultant shall provide the Services set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. The Consultant shall (A) provide the Services required by this Agreement, (B) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (C) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing the Services, the Consultant shall tour the Project site, 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 the Consultant an amount not to exceed \$80,000 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Payments. The Town shall pay the Consultant monthly, based on 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. The 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, the 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 the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The 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. The 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, the 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 the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The 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 the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The 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, the 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 the 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 the Consultant, the 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 the 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 the 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. The Consultant's insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. If 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 the Consultant. The 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. The 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, the 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 the Consultant. The 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, the 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 the Consultant's 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. Still, 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 the 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) The 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 the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the 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. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The 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 named as an Additional Insured. 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. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the 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 the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the 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. The 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 the 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 the Consultant of written notice by the Town. Upon termination for convenience, the 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 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, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the 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 the 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 the Consultant. The Town shall use its best efforts to replace the 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 the 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. The 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, the 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 the 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 the Consultant will be without liability or legal exposure to the Consultant. The 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 the 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. The

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 the 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 the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the 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. The 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, (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 that 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 and reviewing of, and entry into, this Agreement.

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

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:	Montgomery & Associates, Inc. 1550 East Prince Road Tucson, AZ 85719 Attn: Hale Barter

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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The

Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (1) disclose data generated in the performance of the Services to any third party, or (2) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the

information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the 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 of the Consultant's 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 the 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 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the 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 the Consultant pursuant to this Agreement. The 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The 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.

16.18 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). The 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.

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

16.20 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.

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

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

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

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

16.25 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

16.26 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are

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

[SIGNATURES ON FOLLOWING 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”

ERROL L. MONTGOMERY & ASSOCIATES,
an Arizona corporation d/b/a
MONTGOMERY & ASSOCIATES

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MONTGOMERY & ASSOCIATES, INC.

[Consultant's Proposal]

See following pages.



January 31, 2024

Mark Holmes, Town Water Advisor
c/o Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

SUBJECT: SCOPE OF WORK AND ESTIMATED COSTS FOR APPLICATION FOR RENEWAL OF UNDERGROUND STORAGE FACILITY PERMIT FOR OLD HOME MANOR RECHARGE PROJECT

Dear Mr. Holmes:

Montgomery & Associates (M&A) has prepared this scope of work and estimated cost for numerical modeling to support renewal of the Underground Storage Facility (USF) permit for the Old Home Manor Recharge Project (OHM) located in Little Chino Sub-basin for the Town of Chino Valley (the Town). The facility is permitted at a maximum annual storage volume of 1,120 acre-feet/year (AF/yr). The current permit (71-595206.0001) expires on March 3, 2025. The application will be to extend the USF permit period from March 4, 2025, to March 4, 2044 (20 years), and to maintain the current rate of 1,120 AF/yr.

This scope of work is based on our understanding of requirements by Arizona Department of Water Resources (ADWR) for renewal of the existing USF permit and local and regional hydrogeologic conditions, as well as our previous modeling experience in support of USF permits.

SCOPE OF WORK

M&A's services for preparation of the USF permit modification will include the following 5 Tasks, outlined below.

Task 1: Data Review and Pre-Application Meeting

Task 2: Model Update and Calibration

Task 3: Groundwater Mounding Analysis

Task 4: Hydrologic Report

Task 5: Post-Submittal Services

Task 1: Data Review and Pre-Application Meeting

The objective of Task 1 is to compile and review relevant information and obtain concurrence with ADWR for the proposed approach and scope of work for the hydrologic report and permit renewal. The proposed scope of work includes the following:

- Review hydrologic reports prepared to support original USF permit application and subsequent modifications.
- Compile and review monitoring and recharge data provided by the Town.
- Evaluate groundwater level responses at and near the OHM facility.
- Review potential locations of unreasonable harm.
- Evaluate relevant aspects of ADWR's Prescott AMA groundwater flow model to determine the minimum modifications required to prepare an acceptable groundwater mounding analysis for the OHM permit renewal, including matching to observed water levels trends in its vicinity.
- Plan and participate in a pre-application meeting with ADWR to review application requirements, modeling requirements, and proposed approach.

Task 2: Model Update and Calibration

Task 2 involves preparing, updating, and calibrating a regional groundwater flow model for OHM. ADWR will confirm if we will use the 2021 Prescott AMA groundwater flow model, which simulates transient groundwater conditions from 1939 through 2019. In order to sufficiently represent groundwater conditions for the permit renewal, the model may require additional calibration by modifying hydraulic parameters in the vicinity of OHM.

Task 3: Groundwater Mounding Analysis

Task 3 involves conducting the groundwater mounding analysis with the updated and calibrated model. We assume that ADWR will require assessment for potential unreasonable harm only for those locations in existence at the time of the original USF permit application and only if those locations are within the new maximum Area of Impact (AOI). The model will be run for the permit renewal period, March 2025 through March 2044, and will be used for the following:

- Project the composite AOI as calculated by flagging the model cells within the 1-foot rise in contiguous areas projected each year during the 20-year simulation

- Project future groundwater levels at the OHM basins, currently permitted alert level locations, and any identified potential unreasonable harm locations within the new AOI
- Determine feasibility of sustaining recharge rates by considering permitted alert levels and unreasonable harm locations within the new AOI

Initially, modeling will evaluate feasibility at 1,120 AF/yr for 20 years and provide a new AOI. If projected groundwater levels reach OHM alert levels or harmful levels at unreasonable harm locations within the AOI, we will consult with the Town.

Task 4: Hydrologic Report

Task 4 includes compilation of additional data needed for the hydrologic report, which will include the following:

- Tables of historical and future permitted recharge volumes for OHM and all other USFs within the Prescott AMA model domain
- Hydrographs of historical depth to groundwater level for wells monitored under OHM USF permit and for other selected wells in the vicinity of OHM to demonstrate model calibration and aquifer trends
- Table of Alert Levels and Operation Prohibition Limits for OHM
- Map of current groundwater level elevation and depth-to-water contours for the vicinity of OHM
- Regional maps showing results of predictive modeling, including:
 - Delineation of the composite AOI, as defined by the projected 1-foot of annual rise during the 20-year modification period
- Unreasonable harm inventory and analysis table showing projected groundwater levels at monitoring sites and any additional potential unreasonable harm sites within the AOI during years of peak rise at each site

A draft version of the hydrologic report will be submitted to the Town for review and comment. After comments are received from the Town, the final submittal will be prepared. An electronic version (PDF) of the hydrologic report will also be prepared for submittal to the Town and ADWR.

Task 5: Post-Submittal Services

After submitting the USF permit application and hydrologic report to ADWR, additional services are likely to be required to provide clarification and additional information requested by ADWR as part of their review for completeness and correctness. For estimating costs, we assume ADWR will require only minor clarifications.

ESTIMATED COSTS AND SCHEDULE

The estimated cost to complete Tasks 1 through 5 is \$80,000, summarized in Table 1. These costs are in accordance with the attached 2024 Fee Schedule and are based on M&A personnel time and reimbursable expenses. Actual effort will be determined by a number of factors that are not currently known, including the following:

- The use of the new Prescott AMA model, its need for calibration in the OHM area, and how it may affect alert levels
- Operational records and monitoring reports from the Town demonstrating performance
- The number and nature of responses from ADWR on the application
- Extraordinary unreasonable harm issues that may require revision of permit or extended negotiations with ADWR or other parties

Table 1. Cost Estimate

		Estimated Hours					Estimated Fees & Expenses
		Scientist 8	Scientist 4	Scientific Illustrator 2	Technical Editor	Total Hours	Total M&A Professional Fees
2024 Professional Billing Rates		\$238	\$178	\$108	\$74		
Task 1	Data Review and Pre-application Meeting	8	40	0	0	48	\$ 9,000
Task 2	Model Update and Calibration	16	72	0	0	88	\$ 16,600
Task 3	Groundwater Mounding Analysis	8	110	0	0	118	\$ 21,500
Task 4	Hydrologic Report and Application	16	60	56	26	158	\$ 22,400
Task 5	Post-Submittal Services	8	40	8	8	64	\$ 10,500
TOTALS:		56	322	64	34	476	\$ 80,000

Estimated costs for the current scope of work do not include permit application and review fees assessed by ADWR. It is assumed that the Town would pay these fees directly to ADWR.

M&A anticipates that Tasks 1 through 4 will be completed within approximately 10 months after authorization to proceed. We understand the current USF permit expires on March 3, 2025. The hydrologic report and application for the permit renewal will be submitted to ADWR before March 2025, assuming authorization to proceed is received before May 1, 2024.

Thank you for the opportunity to provide this scope of work for the Town of Chino Valley. Please contact us if you have any questions or require further information.

Sincerely,
MONTGOMERY & ASSOCIATES



Hale Barter
President / Groundwater Hydrologist
hbarter@elmontgomery.com



Ben Krisanto Paras
Groundwater Hydrologist
bkparas@elmontgomery.com

Attachment: M&A 2024 Schedule of Professional Fees

2024 SCHEDULE OF FEES AND EXPENSES

PROFESSIONAL FEES*	Hourly Rate (\$)
Scientist 9	293
Scientist 8	238
Scientist 7	227
Scientist 6	216
Scientist 5	197
Scientist 4	178
Scientist 3	158
Scientist 2	137
Scientist 1	117
Health & Safety Coordinator	216
Senior Programming Specialist	222
Computer Programmer 2	190
Computer Programmer 1	160
Senior Water Policy/Economics Specialist	256
Water Policy/Economics Specialist 2	218
Water Policy/Economics Specialist 1	201
Drilling Specialist 2	153
Drilling Specialist 1	137
Hydrologic Technician 2	123
Hydrologic Technician 1	103
Hydrologic Assistant	87
GIS & Data Coordinator	175
GIS & Data Specialist 2	145
GIS & Data Specialist 1	120
Scientific Illustrator 2	108
Scientific Illustrator 1	92
Contract Administrator	83
Technical Editor	74
Clerical	58
EXPENSES	
Airline travel, ZipCar, and auto rental	Cost
Lodging and subsistence	Cost
Copying, printing, long distance calls, shipping, field supplies	Cost
Subcontractor services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Montgomery & Associates vehicles	
Standard	\$0.67/mile
4-wheel drive or high clearance 2-wheel drive for off-road use	\$0.87/mile

Notes:

- Expert testimony charged at 1.5 times hourly rate. Includes testimony in a trial, hearing, or deposition, and time spent in testimony rehearsal sessions with counsel.
- *Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

Invoices are issued on a monthly basis and are due upon receipt for payment within 30 days.
If payment has not been received within 30 days,
interest will accrue at 1% per month for unpaid balance.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MONTGOMERY & ASSOCIATES, INC.

[Scope of Work]

See following page.

Scope of Work

Old Home Manor Recharge Facility Permit Renewal

1. **Background.** The Town owns and operates a constructed underground storage facility—the Old Home Manor Recharge Project—per Underground Storage Facility Permit No. 71-595206.0001; Water Storage Permit No. 73-595206; and Aquifer Protection Permit No. P-104236, Place ID 17668, LTF 28493 (collectively, the “Recharge Permits”). The underground storage facility permit and the water storage permit expire on March 3, 2025.

2. **Scope of Work.** The Consultant will provide permitting assistance to renew and, if necessary, modify the Town’s Recharge Permits to continue operating the Old Home Manor Recharge Project beyond March 3, 2025. The Consultant will:

2.1 Coordinate, prepare, and lead, unless otherwise requested by the Town, all pre- and post-application permit meetings with Town Staff, the Arizona Department of Water Resources (ADWR), and the Arizona Department of Environmental Quality (ADEQ), or any combination thereof.

2.2 Perform all groundwater modeling and other best management practices, data collection, and scientific analysis required to renew or modify, if applicable, the Recharge Permits.

2.3 Prepare, review with Town Staff, and submit all applications, materials, reports, and other pertinent documents to ADWR and ADEQ in accordance with all laws, rules, policies, plans, and guidance requirements for renewing or modifying the Recharge Permits.

2.4 Respond promptly and fully to all communications from ADWR or ADEQ.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5e
MEETING DATE: 2/27/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Professional Services Agreement with Lyon Engineering for the design of the planned reconstruction of Reed Road between Road 1 North and Road 3 North for the amount of \$49,785.

SUMMARY:

The project will design the planned reconstruction of Reed Road between Road 1 North and Road 3 North with a new road base section and asphalt per the Town's 5-year Capital Improvement Plan and Pavement Management Program.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Lyon Engineering for the design of the planned reconstruction of Reed Road between Road 1 North and Road 3 North for the amount of \$49,785.

FISCAL IMPACT?

The roads capital improvement fund budget currently has \$96,400 available for this project to cover the agreement cost of \$49,785.

ATTACHMENTS:

-
-
1. PSA - Lyon Engineering - FY25 Street Improvements
 2. Reed Rd 1N-3N Proposed Schedule-Milestones
-
-

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LYON ENGINEERING & SURVEYING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of February 27, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Lyon Engineering & Surveying, Inc., an Arizona corporation (the “Consultant”).

RECITALS

- A. The Town needs professional engineering services for the preparation of plans and specifications for the FY25 Street Improvements Project (the “Services”).
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. The Town desires 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 February 26, 2025, unless terminated as otherwise provided in this Agreement.
- 2. Scope of Work. The Consultant shall provide the Services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (A) provide the Services required by this Agreement, (B) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (C) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing the Services, the Consultant shall tour the Project site, 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 the Consultant an amount not to exceed \$49,785 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.
- 4. Payments. The Town shall pay the Consultant monthly, based on 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. The 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, the 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 the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The 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. The 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, the 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 the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The 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 the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The 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, the 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 the 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 the Consultant, the 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 the 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 the 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. The Consultant's insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. If 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 the Consultant. The 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. The 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, the 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 the Consultant. The 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, the 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 the Consultant's 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. Still, 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 the 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) The 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 the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the 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. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The 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 named as an Additional Insured. 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. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the 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 the Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, the Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the 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. The 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 the 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 the Consultant of written notice by the Town. Upon termination for convenience, the 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 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, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the 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 the 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 the Consultant. The Town shall use its best efforts to replace the 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 the 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. The 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, the 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 the 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 the Consultant will be without liability or legal exposure to the Consultant. The 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 the 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. The 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 the 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 the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the 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. The 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, (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 that 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 and reviewing of, and entry into, this Agreement.

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

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: Lyon Engineering & Surveying, Inc.
1650 Willow Creek Road
Prescott, AZ 86301
Attn: Scott Lyon

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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this

Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (1) disclose data generated in the performance of the Services to any third party, or (2) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the 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 of the Consultant's 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 the 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 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the 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 the Consultant pursuant to this Agreement. The 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The 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.

16.18 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). The 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.

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

16.20 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.

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

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

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

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

16.25 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

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”

LYON ENGINEERING & SURVEYING,
INC., an Arizona corporation

By: _____

Name: _____

Title: _____

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

[Scope of Work and Fee Proposal]

See following pages.



January 24, 2024

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

Email: fmarbury@chinoaz.net

Subject: Town of Chino Valley FY2025 Street Improvements

Lyon Engineering & Surveying Inc. (LE) is pleased to submit this scope of services to the Town of Chino Valley (Client) for professional engineering services for the above referenced project.

Our understanding of the project will be to develop construction plans and special provisions for Reed Road from the intersection of Road 1 North to Road 3 North (8,000-lf). 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 improvement to the roadway. The approximate total length of FY2025 Street Improvements is approximately 8,000-lf. 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.

LE proposes the following scope of services:

Task 1 – Site Investigation and Topographic Survey – LE will conduct a site visit and field investigation together with field survey to generate 1' topography for the existing, current conditions and import it into CAD. Lyon will utilize an RTK drone with only current, FAA Part 107 Certified Remote Pilot(s). This task will also include orthophoto aerial images of the project areas. The Town will provide utility maps for water, sewer, storm drainage, and any other dry utilities, as available. Lyon will coordinate with the dry



utility companies to determine the existing infrastructure and locations. These will be incorporated into the CAD linework, as available.

The field survey will locate any existing monuments (including property corners) and determine the horizontal and vertical location of existing pipes, roadway grades, and applicable existing improvements.

Task 2 – Preliminary 60% Submittal – Upon completion of Task 1, LE will prepare the preliminary plan-profile sheets and details for the pavement improvements. The new pavement is anticipated to match the existing horizontal and vertical alignment, with minor modifications included to improve the centerline profile and alignment and provide a consistent pavement width. 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, LE 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.

Assumption:

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 right of way, 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. The geotechnical report specifies the pavement section design, it will be furnished to LE by the Town.
5. LE 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.

The fee is based on the following cost of each task listed below:

Task #	Scope of Services	Fee
1	Site Investigation and Topographic Survey	\$ 11,440.00
2	Preliminary 60% Submittal	\$ 28,045.00
3	Final Bid Documents	\$ 10,300.00
	Total	\$49,785.00

Not included in this agreement are the following outlined tasks. Should any of the following items become necessary, these services can be provided in a separate authorization:

1. Drainage Design
2. NPDES and AZPDES considerations
3. Blue stake or potholing
4. Landscape design
5. Record of survey
6. Revegetation analysis, design, or recommendation
7. Structural design
8. Landscape features
9. Hazardous wastes
10. Environmental analysis, cultural analysis, permitting, and mitigation
11. Clean Water Act Section 404 permitting, coordination, and recommendations
12. Gas, electric, and dry utility design
13. Expert witness testimony, if required
14. Printing and shipping costs
15. Submittal, review fees, and/or filing fees
16. Local, state, or federal permit applications, coordination, and/or fees



Authorization to Proceed: If you are in agreement with the Scope of Work of services listed above, the enclosed Standard Provisions, and Schedule of Fees, please sign and return this agreement to indicate your understanding of and concurrence with the conditions set forth herein.

Sincerely,

Lyon Engineering, Inc.

Scott A. Lyon, P.E., R.L.S.

President

Enclosure: Standard Provisions

Accepted this _____ day of _____ 2024.

Signature

Print or Type Name

Company Name & Address

Title

LYON ENGINEERING & SURVEYING INC. (LE)

Standard Provisions

1. **SCOPE OF SERVICES.** The undertaking of LE, (the Engineer) to perform professional services under this Agreement extends only to those specifically described herein. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional services") hereunder and shall be compensated therefore as set forth below. In addition the Engineer is authorized to perform Additional services for which the Engineer will be similarly compensated for those services arising due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Engineer's services, and when in the Engineer's opinion, Additional Services are advisable as a result of other factors required by other authorities and such Additional Services are clearly in the Client's interest and advanced authorization cannot be obtained. In the event of the performance of such Additional Services, the Engineer will notify the Client as soon as practical of the necessity and inception of the services.
2. **CLIENTS RESPONSIBILITIES** In addition to any responsibilities specifically described herein, the Client shall have the following responsibilities to the Engineer:
 - (a) Designate in writing a person to act as his representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project. These data shall include all numerical criteria that are to be met and all standards of development, design, or construction that are to be followed.
 - (c) Provide to the Engineer all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary, in the Engineer's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning, or other land use regulations, etc., upon on all of which the Engineer may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Engineer to provide the services under this Agreement.
 - (e) Review all documents or verbal reports presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Engineer's services.
 - (g) Provide such independent accounting, legal, insurance, cost estimating, and overall feasibility services beyond the scope of the Agreement as the Client may require or the Engineer may reasonably request with regard to the professional fields listed above
 - (h) Give prompt written notice to the Engineer whenever the Client becomes aware of any development that affects the scope and timing of the Engineer's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incident to the responsibilities of the Client.
3. **PERIOD OF SERVICES.** Unless otherwise provided herein, the Engineer will begin work promptly after receipt of a fully executed copy of this Agreement and, unless specified otherwise herein, shall complete the services within a reasonable length of time. The provisions of this section and the compensation to the Engineer included in this Agreement have been agreed to in anticipation of a continuous and orderly progress through the completion of the Engineer's services.
 - (a) Times for performance agreed to herein shall be Extended to the extent necessary for delays due to natural disasters, strikes, or other circumstances over which the Engineer has no control.
 - (b) If the Engineer's services are delayed or suspended in whole or in part, the times of performance shall be extended to the extent of such delay or suspension; such suspension shall not terminate this Agreement unless the Engineer elects to terminate by written notice in accordance with other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Engineer's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.
4. **COMPENSATION FOR SERVICES.** Unless specifically agreed to herein, the following standard provisions as to compensation amounts shall be applicable.
 - (a) The Engineer shall be compensated in U.S. dollars for the services specifically described herein in accordance herewith.
 - (b) If the Engineer performs Additional Services the Client shall pay the Engineer for the performance of those Services an amount (in addition to all other amounts payable under this Agreement) based upon the Engineer's current hourly rates for the actual time spent by the Engineer in providing such Additional Services plus an amount to cover certain direct expenses for the project which would include in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting (plotting) and word processing. In addition, other direct expenses will be billed at 1.15 times cost.

LYON ENGINEERING & SURVEYING INC. (LE)

Standard Provisions

- (c) In addition to amounts payable by the Client to the Engineer hereunder, the Client shall be invoiced for and shall pay to the Engineer in accordance with paragraph (5) all taxes, if any, whether state, local, or federal, levied with respect to such amounts.
5. **PAYMENTS FOR SERVICES.** Compensation shall be paid to the Engineer in accordance with the following provisions:
- (a) Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to the Agreement during the prior month. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge will be added to delinquent accounts at the maximum rate allowed by law for each month of delinquency.
- (b) If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days after the Engineer's transmittal of its invoice therefor, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts due hereunder are paid in full.
- (c) In the event any invoices or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the Engineer may initiate collection proceedings to collect the same and recover, in addition to all amounts due and payable including accrued interest, its reasonable collection fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such proceeding by its employees.
- (d) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
6. **REUSE OF DOCUMENTS.** All documents, including but not limited to drawings, Specifications and data or programs stored electronically, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer to specific purposes intended will bear the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.
7. **OPINIONS OF COST.**
- (a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as Additional Services hereunder by the Client.
- (b) If a limit with respect to construction or other costs is established by written agreement between the Client and the Engineer, the following will apply:
- (i) The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then established cost limit will constitute a corresponding revision in the previously agreed cost limit to the extent indicated in such revised opinion.
- (ii) Any cost limit so established shall be increased by a bidding contingency of ten percent unless another amount is established in writing.
- (iii) The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the drawings and specifications prepared by it pursuant hereto and to make reasonable adjustments in the extent of the project to bring it within the cost limit.
- (iv) If the bidding or negotiating phase of the project has not commenced within six (6) months after the completion of the Engineer's design hereunder, the established cost limit will not be binding on the Engineer, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's design hereunder and the date on which proposals or bids are sought.
- (v) If the lowest bona fide proposal or bid exceeds the established cost limit, the Client shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard; and, having done so, the Engineer shall

LYON ENGINEERING & SURVEYING INC. (LE)

Standard Provisions

be entitled to payment for its services in accordance with this Agreement and shall have no further liability hereunder.

8. **TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be a proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.
9. **INSURANCE.** The Consultant is protected by Workers' Compensation Insurance (and or employer's liability insurance), and by public liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client specifically directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant activities requires additional Workers' Compensation or similar insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
10. **LIABILITY.** In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. Notwithstanding any other provisions of the Agreement, the total liability, in the aggregate of the Engineer and the Engineer's officers, directors, employees, agents and the Engineer's subconsultants, and any of them, to the Client or to anyone claiming by through and under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty expressed or implied of the Engineer or the Engineer's officers, directors, employees agents, the Engineer's subconsultants or any of them, shall not exceed the total compensation received by the Engineer under this Agreement or \$10,000 whichever is greater. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors or materialmen to install work in accordance with the plans and specifications.
11. **MEANS AND METHODS OF CONTRACTORS.** The Engineer shall have no authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work.
12. **EXPENSES OF LITIGATION.** In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to such litigation by the Engineer's employees.
13. **MEDIATION.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
14. **HAZARDOUS SUBSTANCES.** It is understood and agreed that in seeking the professional services of the Engineer under this Agreement, the Client does not request the Engineer to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substance, as defined by federal law. Therefore, the Engineer undertakes no such obligation hereunder, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or in any way connected with the presence, discharge, release, or escape of contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer under this Agreement. If any conditions regarding a hazardous substance, including but not limited to asbestos, is observed by the Engineer or is alleged during the course of the performance of the services hereunder, the Engineer shall have the right to cease all services until the hazardous substance condition has been eliminated. The Engineer shall have the responsibility to notify the Client of any such condition of which the Engineer becomes aware, and the Client shall be solely responsible for the elimination of the hazardous substance condition. If the services to be performed by the Engineer hereunder cannot be

LYON ENGINEERING & SURVEYING INC. (LE)

Standard Provisions

performed because of the existence of the hazardous substance condition, the existence of the condition shall be deemed to be a substantial failure on the part of the Client to perform in accordance with the terms of this Agreement, through no fault of the Engineer, for the purposes of termination under paragraph (8) .

15. BENEFICIARIES, ASSIGNMENT AND

SUBCONTRACTING. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer. and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the Engineer from employing independent professional associates or consultants as the Engineer may deem appropriate to assist in the performance of services hereunder.

16. CONFIDENTIALITY.

The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the routine performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.

17. CONTROLLING LAW.

This Agreement is to be governed by the law of the State of Arizona.

18. BINDING EFFECT.

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

19. MERGER, AMENDMENT.

This Agreement constitutes the entire Agreement between the Engineer and the Client, and negotiations, written, and oral understandings between the parties are merged herein. This Agreement can be supplemented and or amended-only by a written document executed by both the Engineer and the Client.

20. SEVERABILITY AND WAIVER OF PROVISIONS.

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

SCHEDULED OF FEES, CHARGES AND CONDITIONS FOR PROFESSIONAL SERVICES

Effective January 1, 2023

Professional Service	Charge per hour
Principal Engineer	\$175
Project Engineer	\$160
Survey Manager	\$150
Survey Technician	\$135
GPS Survey Crew	\$175
Construction Observation	\$95
Clerical/Administrative	\$65
Drone Aerial mapping services	\$350
Drone aerial photo/video services	\$200
Deposition/Trial Testimony	\$200
Printing	Cost + 15%
Mileage	\$0.50/Mile

Actual hourly charge rate is dependent on specific employee who performs the work. Professional category includes civil engineering and land surveying

Direct Costs and Outside Services

Reproduction, equipment rental, supplies and other non-labor, direct office costs are billed at cost plus 15 percent. Per Diem charges are based on reasonable and actual costs plus 15 percent. Subcontracted costs are billed at cost plus 15 percent. A mileage charge of \$0.50 per mile will be charged for projects outside a 20-mile radius of Prescott.



January 24, 2024

Town of Chino Valley
Attn: Steven Sullivan, P.E.
Assistant Town Engineer
Town of Chino Valley
1982 Voss Drive
Chino Valley, AZ 86323

Email: ssullivan@chinoaz.net

Subject: Design Schedule for Chino Valley FY2025 Street Improvements

It is anticipated that the project and contract will be approved on February 27, 2024 followed by the Notice to Proceed for this project on March 4th, 2024.

LE will start immediately on March 4th with the project site investigation and topographic survey. It is anticipated that this work will take approximately ten days to complete the project base file and project control.

The 60% submittal will proceed with the topographic survey and base file set up and will require ten (10) weeks to complete the 60% construction plan sheet development. This submittal is anticipated to be completed on May 24th, 2024.

Final plans and special provisions will be completed four (4) weeks after receipt of the 60% plan review comments from the Town of Chino Valley. The project is anticipated to be bid in summer of 2024 for construction as soon as weather conditions allow.

Sincerely,

Lyon Engineering, Inc.

Scott A. Lyon, P.E., R.L.S.
President



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5f
MEETING DATE: 2/27/2024
CONTACT PERSON: Marrilee Easton, Civilian Officer Supervisor
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Police Department to apply for and approve expenditure of funds for a \$47,430.01 Government of Highway Safety grant.

SUMMARY:

Each year the CVPD applies for and receives grant funds from the Government of Highway Safety (GOHS). This year we would like to request funds for Police Traffic Services in the amount of \$47,430.01. This will allow us to purchase a Traffic Trailer, E-City machines, and overtime for officers to perform selective traffic enforcement on speeding, seat belts, and aggressive/reckless driving.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Authorize the Police Department to apply for and approve expenditure of a \$47,430.01 Government of Highway Safety (GOHS) grant.

FISCAL IMPACT?

No.

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5g
MEETING DATE: 2/27/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Resolution

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1246 amending the previously approved Call of Election Resolution.

SUMMARY:

Governor Hobbs recently signed an emergency bill amending the Primary Election date to July 30, 2024. Therefore, an amended Call of Election Resolution is needed.

PREVIOUS ACTION:

Passed previous Resolution No. 2024-1237 on January 23, 2024.

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1246.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	RES 2024-1246 - Amended Call of Election_ English
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CALL OF ELECTION

RESOLUTION NO. 2024-1246

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING RESOLUTION NO. 2024-1237 REGARDING DESIGNATING ELECTION DATES AND PURPOSES, DEADLINES FOR VOTER REGISTRATION, AND THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS; AND DECLARING AN EMERGENCY.

WHEREAS, on January 23, 2024, the Mayor and Common Council of the Town of Chino Valley ("Town Council") passed and adopted Resolution No. 2024-1237 (the "Prior Resolution"), designating, among other things, Tuesday, August 6, 2024, as the time for holding the Primary Election in and for the Town of Chino Valley; and

WHEREAS, on February 9, 2024, the Arizona Legislature passed, and the Governor signed, HB2785, which moved the Primary Election date and all corresponding deadlines up one week; and

WHEREAS, the Town Council desires to amend the Prior Resolution to reflect such changes.

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

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

SECTION 2. Section 1 (Designation of Elections Dates) of the Prior Resolution is amended as follows (~~deletions~~; **additions**):

Tuesday, August 6 ~~July 30, 2024~~, has been set as the time for holding the Primary Election, and Tuesday, November 5, 2024, has been set as the time for holding the General Election, in and for the Town of Chino Valley.

SECTION 3. Section 3 (Designating Deadlines for Voter Registration) of the Prior Resolution is amended as follows:

Yavapai County registration and voting lists will be used for the municipal election. To be qualified to vote in the Primary Election, one must be registered by ~~July 8~~ **Monday, July 1**, 2024. The last day to register for the General Election will be October 7, 2024.

SECTION 4. Section 4 (Designating Date and Place to File Candidate Nomination Papers) of the Prior Resolution is deleted in its entirety and replaced with the following:

Candidates seeking municipal office may obtain nomination papers and other materials from the Town Clerk's Office, at Town Hall, 202 N. State Route 89. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on April 1, 2024, for their names to appear on the Primary Election ballot.

SECTION 5. The immediate operation of this Resolution being necessary to preserve the public peace, health, and safety, particularly to ensure a safe and fair election on a schedule consistent with state law, an emergency is hereby declared to exist, and this Resolution is in full force and effect immediately.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of February 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1246 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on February 27, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5h
MEETING DATE: 2/27/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 23, 2024, study session minutes.

STAFF RECOMMENDATION:

Approve the January 23, 2024, study session minutes.

ATTACHMENTS:

1. 2024_01_23_CC_SS_MND

DRAFT

MINUTES OF THE STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, JANUARY 23, 2024
5:00 P.M.

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

Present: Mayor Jack Miller; Vice-Mayor Tom Armstrong; Councilmember Annie Perkins; Councilmember Eric Granillo; Councilmember John McCafferty; Councilmember Robert Schacherer

Absent: Councilmember Sherri Phillips

Staff Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town

Present: Manager Terri Denemy; Community Services Director Cyndi Thomas; Senior Recreation/Events Coordinator Hailey Byrd; Recreation/Events Coordinator Morgan Heiner; Youth Services Librarian Rebecca Laurence; Library Manager Stacey Johnson; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Development Services Director Laurie Lineberry; Senior Planner Will Dingee; Finance Director Kathryn Pehl; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

1) CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

2) Presentation regarding 2024 events, activities, classes, and services offered by the Community Services Department.

Cyndi Thomas, Community Services Director, presented the following:

- Gave an overview of the Meals on Wheels (MoW) program provided by Senior Services.
 - MoW served 17,190 meals in 2023.
 - The wait list for MoW was over 500 people for Yavapai County.
 - Including the congregate meals served at the Senior Center, Senior Services served a total of 34,045 meals in 2023.
 - Staff anticipated serving well over 35,000 meals in 2024.
 - Staff fingerprinted and trained 22 MoW drivers and could add more if they could get the volunteers.
- Senior Services also provided wellness programs, including "Gentle Exercise," which had nearly 40 participants every Tuesday and Thursday. 2023 had over 3,100 participants. Other programs included "Matter of Balance," a fall prevention program.

- Plans for 2024 included: "Show us your Sweetheart," "Week of Pamper" which offered free haircuts, facials, mini manicures, massages, and barbershop clips to seniors, and a Wall of Remembrance for those fallen in the line of duty.

Stacey Johnson, Library Manager, and Rebecca Laurence, Children's Librarian, presented the following:

- 4,500 Chino Valley residents had active library cards. Staff was averaging 75-80 new cards every month.
- The library offered books, audio books, movies, computers, printers, and items outside the library through the Yavapai County library network.
- Highlights from 2023 included: offering internet hotspots, "Playaways" audio book players, picture books that include an audio player, and virtual reality books.
- Staff hosted 260 library events with 5,600 attendees, expanded story times, had 70 more participants in the summer reading program than the previous year, expanded the "Read to a Dog" program, added a Lego Club, and expanded professional partnerships.
- Coming in 2024 included computer basics classes, a new integrated library system, partnering with recreation to do monthly movies in the park, a gardening and art class series, AARP tax aide, renovations to the Community Room, annual Easter Egg Hunt, a solar eclipse workshop, Highlands Nature Center story time, Gingerbread Lady Magic Show, etc.

Hailey Byrd, Senior Recreation and Events Coordinator, presented the following:

- 2023 highlights included children's art classes, "Daddy-Daughter Dance" and "Mother-Son Dance" (both were well attended), "Territorial Days," "Trick or Treating at Memory Park," "December to Remember," etc.
- Recreation offered additional services at the Community Center such as yoga classes, fitness boot camps, 4-H, Cub Scouts, etc. They would be looking to add more classes, such as toddler tumbling classes.
- 2024 would see more art classes, "Families in Jammies" movie night, and a lot of favorite events repeated.

Morgan Heiner, Recreation and Events Coordinator and Aquatics Supervisor, presented the following:

- Highlights included 179 participants in the Paulden Plunge, over 100 swim lesson participants, the pool stayed open until Labor Day weekend, and renovations had begun.
- There were 12 saves over the summer. This entails any time a lifeguard had to enter the water to intervene in a situation.
- 2024 would bring more swim lessons, the return of aquafit classes, "Fun Nights" every Saturday, and remaining open until Labor Day again.

Cyndi Thomas, Community Services Director, presented the following:

- Kitchen renovations at the Senior Center were moving forward as staff just completed asbestos testing and were cleared to proceed.
- The pool had been completely drained, and the plaster chipped away. Resurfacing would begin around mid-March. It should be ready to begin training lifeguards in the first part of May.
- Provided a brochure to Council that Community Services would be placing around Town to make the public aware of what the department did and schedules of activities and events.
- Recreation was working on some larger scale events that would be coming to Council for approval.

- The Parks and Recreation Advisory Board was looking at added activities and facilities for the Town.

3) ADJOURNMENT

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to adjourn the meeting at 5:37 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5i
MEETING DATE: 2/27/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 23, 2024, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the January 23, 2024, regular meeting minutes.

ATTACHMENTS:

1. 2024_01_23_CC_RG_MND

DRAFT

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

TUESDAY, JANUARY 23, 2024
6:00 P.M.

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

Present: Mayor Jack Miller; Vice-Mayor Tom Armstrong; Councilmember Annie Perkins; Councilmember Eric Granillo; Councilmember John McCafferty; Councilmember Robert Schacherer

Absent: Councilmember Sherri Phillips

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer McKenzie Szymanski (Sgt at Arms); Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Senior Planner Jessica Barragan; Deputy Chief of Police Josh McIntire; Human Resources Director Laura Kyriakakis; Finance Director Kathryn Pehl; Public Works Director/Town Engineer Frank Marbury; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a) Introduction by Cindy Blackmore, Town Manager, of the Town's new Finance Director, Katie Pehl.

Cindy Blackmore, Town Manager, presented the following:

- Ms. Pehl comes with nearly 15 years of municipal finance experience and previously worked for Prescott and Prescott Valley.
- She earned her Bachelor's at NAU, and has an MS in Accounting and an MBA in Public Administration from Liberty University.
- Consistently lead finance teams that earned the GFOA award for budget and financial reporting.

Katie Pehl, Finance Director, presented the following:

- Thanked the Council for the opportunity to join the team at Chino Valley.

- She was born and raised in the quad city area and feels Chino Valley is her hometown.

b) Introduction and presentation of Town of Chino Valley new employee hires.

Laura Kyriakakis, Human Resources Director, presented the following:

- Presented new hires from the last six months.
- Onboarded 21 new hires and retained 19.

3) CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

Wesley Dill, not a resident of Chino Valley, presented the following:

- He was expressing support for the Yavapai County Preparedness Team (YCPT) who had a shipping container filled with equipment that would be useful in the event of an emergency. The shipping container needed to be moved, but Development Services was not allowing it to be moved due to zoning ordinances. He was asking the Council to direct the department to reconsider.

Jim Arroyo, resident of Chino Valley, presented the following:

- He was the president of YCPT which was in its 10th year of operation. The purpose of the shipping container was to have a staging area. Mazy's Gun Shop had offered to provide that staging area in a corner of their property. Town code was ambiguous and did not say specifically that a shipping container could not be placed there, but was written to say that it must be explicitly written that a shipping container could be placed there or it's not allowed. YCPT was asking for special consideration because of the nature of their organization, and the possibility of proposing a public/private partnership between YCPT and the Town to assist in times of disaster to help offset stress on the Town.

Suzie Jarvis, Chino Valley Pickleball, presented the following:

- Introduced the Chino Valley Pickleball board members. She gave an update on the association and was asking the Council for new pickleball courts. The association would be meeting with other local associations to help with fund raising.

Armaiti May, resident of Chino Valley, presented the following:

- She wanted to express her support for the YCPT and the movement of their shipping container.

Mayor Miller directed the Town Manager to schedule a meeting with Development Services to discuss the matter of the shipping container.

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.

Cindy Blackmore, Town Manager, presented the following:

- There was a change in traffic control at North Road 1 East and E Perkinsville Road. There was now a four-way stop. Permanent signs would be put in shortly.
- The Town was seeking applicants for the Solar Energy Committee and the Zoning Code Update Committee that were approved at the December 12th Council meeting. Applications are due by January 31, 2024. Contact Development Services or find more information on the Town's website.

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.

Vice-Mayor Armstrong requested to pull item 5(h).

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve Consent Agenda items a, b, c, d, e, f, g, and i.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the On-Call Professional Services Agreement with Civiltec Engineering providing professional surveying and engineering services.
- b) Consideration and possible action to adopt Resolution No. 2024-1237, approving a Call of Election for Fall 2024, designating election dates, purpose of election, deadline for voter registration, and location and deadline for candidates to file nomination papers.

- c) Consideration and possible action to approve Resolution 2024-1238 accepting dedication of right-of-way in relation to the north-west corner of South Road 1 East and East Road 4 1/2 South.
- d) Consideration and possible action to approve Resolution 2024-1239 accepting dedication of right-of-way in relation to the north-east corner of South Road 1 West and West Road 1 South.
- e) Consideration and possible action to approve Resolution 2024-1240 conditionally accepting the Casa Del Sol Subdivision street and public infrastructure improvements subject to a two-year warranty period.
- f) Consideration and possible action to approve Resolution 2024-1241 conditionally accepting the Del Sol North Subdivision street and public infrastructure improvements subject to a two-year warranty period.
- g) Consideration and possible action to approve Resolution 2024-1242 conditionally accepting the Del Sol South street and public infrastructure improvements subject to a two-year warranty period.
- h) Consideration and possible action to approve the Council Entity Appointments.

Sara Burchill, Deputy Town Clerk, presented the following:

- Staff requested this item be pulled from the Consent Agenda to suggest some amendments to the Entity Appointments list.
- The Town was no longer a member of the Upper Verde River Watershed Protection Coalition and, therefore, staff recommended removing the entity in its entirety.
- After posting the agenda staff was notified that Councilmember Schacherer would like to be removed as the alternate to the Central Yavapai Metropolitan Planning Organization (CYMPO) and staff was requesting a volunteer to fill the vacancy.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to appoint Councilmember Granillo to the alternate position for the Central Yavapai Metropolitan Planning Organization.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to remove the Upper Verde River Watershed Protection Coalition from the list of entities.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve the changes to the Council Entity Appointments including the amendments made earlier this evening.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

- i) Consideration and possible action to approve the December 12, 2023, regular meeting minutes.

6) ACTION ITEMS

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

- a) Consideration and possible action to adopt and approve the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.

Recommended Action: Adopt and approve the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.

Josh McIntire, Deputy Police Chief, presented the following:

- The Police Department had been working with the Yavapai County Emergency Management team to review, renew, and create new plans to ensure the Town will be as prepared as possible to deal with any emergency that may occur.
- The Arizona Mutual Aid Compact was brought to Council and approved at the last meeting. The next step was to approve the Hazard Mitigation Plan.
- The third step would be finalizing the Chino Valley Emergency Operations Plan which would include the Mutual Aid Compact and the Hazard Mitigation Plan.
- Upon completion of the plan staff would be looking into ways to increase the Town's ability to communicate with the public during emergency situations.
- Introduced Ashley Ahlquist with Yavapai County Emergency Management.

Ashley Ahlquist, Yavapai County Emergency Manager, presented the following:

- The plan provided updated information on potential hazards throughout Yavapai County as well as the appropriate types of mitigation measures for those hazards.
- The biggest role was in serving as a key to open the door for funding for Yavapai County.
 - Public assistance after a disaster or circumstances in the form of reimbursement from the State or FEMA.
 - FEMA grants such as the Fire Mitigation Assistance Grant, Hazard Mitigation Grant, Building Resilient Structures Grant, etc. These would assist with funding

for property acquisition, structure demolition/relocation, localized and non-localized flood risk projects, etc.

- Consultants identified the following hazards:
 - Earthquakes
 - Floods
 - Landslides
 - Mudslides
 - Severe wind
 - Wildfires
 - Winter storms
- All incorporated areas were included in the plan including Prescott Indian Tribe.
- The plan was compliant with the new FEMA standards, contained updated maps and hazard data for the last five years. All jurisdictions also updated their mitigation projects.
- The plan incorporated a public comment period, but only received one public comment from a resident in the Blue Hills community in Dewey-Humboldt regarding wildfires and concerns for a lack of evacuation routes.
 - Evacuation routes were outside the scope of a Hazard Mitigation Plan.

Council and Ms. Ahlquist discussed the following:

- The plan had expired in September 2023. Council wanted to know why that happened.
 - Ms. Ahlquist stated that plans of this type took a long time to complete. It had been completed and submitted for approval in the summer of 2023, but required approval by DEMA and then FEMA which took a lot of time. The Board of Supervisors was able to adopt the plan in December 2023.
 - Council inquired if the Town had ever been in jeopardy of not receiving FEMA funds had the need arose due to the expiration.
 - Ms. Ahlquist stated they were not.
- Council asked for clarification about the reporting mentioned in Section 6.
 - Ms. Ahlquist stated that she would be contacting the local jurisdictions once per year and asking for status updates on mitigation projects to make more data available and keep the plan from becoming stagnant.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to adopt and approve the 2023 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

- b)** Public hearing, consideration, and possible action to approve Ordinance No. 2024-938 to rezone approximately 3.32 acres of land generally located at 2535 N. State Route 89, from Commercial Heavy (CH) to Commercial Light (CL).

Recommended Action: i) Hold the public hearing ii) Approve Ordinance No. 2024-938

Will Dingee, Assistant Development Services Director, presented the following:

- This was a unique situation, and items 6(b) and 6(c) went hand in hand and would be presented together.
- If the rezoning did not pass the Conditional Use Permit (CUP) could not pass.

Jessica Barragan, Senior Planner, presented the following:

- The first item was a request to rezone approximately 3.32 acres of land from CH to CL.
- The second item was a request for a CUP for the current toy and mini storage facility to expand to 7.63 acres.
- The property was in the northeast corner of the State Route 89 and East Road 3 ½ North intersection.
- The properties to the north and east were vacant and zoned AR-5. The properties to south and west contained existing commercial operations with CH and CL zoning.
- The property was designated NC in the 2040 General Plan and the rezoning was in congruence with the General Plan.
- A neighborhood meeting was held on November 9, 2023, and no one attended.
- Shared proposed site configurations showing elevations along State Route 89. The owner would be redesigning the existing facility and expanding.
- The Town-owned right-of-way would be in negotiations for dedication to the owner.
- The parcels would be required to be combined for the owner to expand the business the way he intends which requires the parcels to have the same zoning district.
- The Planning & Zoning Commission recommended approval of the rezone and the CUP on December 5, 2023 with a 5-1 vote.

Council and staff discussed the following:

- Council asked for clarification on the parcel the Town owned.
 - Staff stated it was just an easement with no acreage attached to it.
- Council mentioned that the staff report mentioned the allowance of shipping containers.
 - Staff stated that it was in the initial application, but because it was not allowed by the Town it had been removed from the final plan that was presented in this meeting.
- Council found it odd that the Conditions of Approval included an access cutoff of 6:00 p.m. One councilmember felt it was outside the scope of the Town to tell them when they could do business.
 - Staff stated that was a condition provided by the applicant.
- Council also made mention of the condition that the business purchase video surveillance.
 - Staff stated that was another condition provided by the applicant.
- One councilmember made mention of the elevation and inquired if it was meant to be a two story building.
 - Staff stated that it would be a single story, but would be projected higher to accommodate RV storage.
- Council inquired about a time limit on the CUP.
 - Staff stated the applicant had one year to begin construction.

Mayor Miller opened the public hearing.

Sara Burchill, Deputy Town Clerk, indicated that there were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to approve Ordinance No. 2024-938.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

- c) Public hearing, consideration, and possible action to approve Resolution No. 2024-1244, approving a Conditional Use Permit for Chino Valley Toy & Mini Storage, LLC, for the expansion and redevelopment of the existing mini and RV storage facility over approximately 7.63 acres of land zoned Commercial Light and generally located at 2535 N. State Route 89.

Recommended Action: i) Hold the public hearing ii) Approve Resolution No. 2024-1244

Mayor Miller opened the Public Hearing.

Sara Burchill, Deputy Town Clerk, indicated that there were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve Resolution No. 2024-1244.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Annie Perkins, seconded by Councilmember Eric Granillo to adjourn the meeting at 6:49 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Robert Schacherer

6 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 2/27/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2023.

SUMMARY:

Henry & Horne, LLP was retained by the Town to complete the audit for the fiscal year ended June 30, 2023.

The audit has been completed, and the final reports have been issued.

- The Annual Comprehensive Financial Report is available for the public on the Town's website at <https://www.chinoaz.net/DocumentCenter/View/9544/Annual-Comprehensive-Financial-Report-ending-June-30-2023>. A printed copy of the report has been provided to Council and pertinent staff separately.
- The Annual Expenditure Limitation Report is available for the public at <https://www.chinoaz.net/DocumentCenter/View/9545/Annual-Expenditure-Limitation-Report-ending-June-30-2023>.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Accept the Annual Comprehensive Audited Financial Report and the Annual Expenditure Limitation Report for fiscal year ending June 30, 2023, as prepared by Henry & Horne, LLP, Certified Public Accountants.

FISCAL IMPACT?

No

ATTACHMENTS:

None
