1. March 8, 2016 - Town Council - Agenda

   Documents: 2016_03_08_CC_RG_AG.PDF

2. March 8, 2016 - Town Council - Agenda Packet

   Documents: 2016_03_08_CC_RG_PK.PDF

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, March 8, 2016
6:00 P.M.

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation by the Mayor's Ad Hoc Old Home Manor Recreation Committee. (Chris Marley, Mayor)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. 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, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

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

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. 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 accept the February 9, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

b. Consideration and possible action to accept the February 16, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7. 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 direct staff to develop a land use agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor ("OHM"), as well as develop a longer term lease for an additional 80 acres of land at OHM. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Direct staff to develop a land use agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor, as well as develop a longer term lease for an additional 80 acres of land at OHM.

b. Consideration and possible action to amend the Town Code and Unified Development Ordinance of the Town of Chino Valley to reflect proposed changes in requirements for connections to the Town's sanitary sewer system. (Ruth Mayday, Development Services Director)

Recommended Action: Amend the Town Code and Unified Development Ordinance of the Town of Chino Valley to reflect proposed changes in requirements for connections to the Town's sanitary sewer system.

c. Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering, Inc., for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in the amount not to exceed $60,005.00. Funds to come from Sewer Enterprise Fund. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with

Lyon Engineering, Inc., for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in the amount not to exceed $60,005.00.

d. Consideration and possible action to approve the Agreement for Professional Consulting Services with CivilTec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00. Funds to come from EDA grant and accounted for in the Grants Fund. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with CivilTec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 3rd day of March, 2016.

By: ***Jami C. Lewis, Town Clerk***

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

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

CERTIFICATION OF POSTING

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

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

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, March 8, 2016
6:00 P.M.

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation by the Mayor's Ad Hoc Old Home Manor Recreation Committee. (Chris Marley, Mayor)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. 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, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

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

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. 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 accept the February 9, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

b. Consideration and possible action to accept the February 16, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7. 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 direct staff to develop a land use agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor ("OHM"), as well as develop a longer term lease for an additional 80 acres of land at OHM. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Direct staff to develop a land use agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor, as well as develop a longer term lease for an additional 80 acres of land at OHM.

b. Consideration and possible action to amend the Town Code and Unified Development Ordinance of the Town of Chino Valley to reflect proposed changes in requirements for connections to the Town's sanitary sewer system. (Ruth Mayday, Development Services Director)

Recommended Action: Amend the Town Code and Unified Development Ordinance of the Town of Chino Valley to reflect proposed changes in requirements for connections to the Town's sanitary sewer system.

c. Consideration and possible action to approve the Agreement for Professional Consulting Services with Lyon Engineering, Inc., for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in the amount not to exceed $60,005.00. Funds to come from Sewer Enterprise Fund. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with

Lyon Engineering, Inc., for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in the amount not to exceed $60,005.00.

d. Consideration and possible action to approve the Agreement for Professional Consulting Services with CivilTec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00. Funds to come from EDA grant and accounted for in the Grants Fund. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with CivilTec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 3rd day of March, 2016.

By: ***Jami C. Lewis, Town Clerk***

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

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

CERTIFICATION OF POSTING

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. a.**

Meeting Date:	03/08/2016
Contact Person:	Liz Hart, Deputy Town Clerk/Records Technician Phone: 928-636-2646 x-1210
Department:	Council
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	Old Home Manor

AGENDA ITEM TITLE:

Presentation by the Mayor's Ad Hoc Old Home Manor Recreation Committee. (Chris Marley, Mayor)

Attachments

Committee Report

Mayor's Ad Hoc Old Home Manor Recreation Committee Report

3/8/2016

Committee purpose: To develop a plan and procedures for recreational uses at Old Home Manor.

Membership: Lon Turner, Paula Cooper, Danielle Feller, George Cooper, Susie Cuka, Todd League, Hans Vang, Chris Marley (Chairperson)

Staff Liaison: Ruth Mayday

Report: At last meeting, met with Chris Bartels, Michael Lopez, and Cecilia Grittman to discuss an intake process for groups wishing to utilize space at the Old Home Manor facility. This process will facilitate communication between the Old Home Manor Recreation Committee, the Town's Engineering and Development Services staff, and the Parks and Recreation Advisory Board.

The process was agreed upon as follows:

#1 Individual or group meets with Recreation Committee and presents proposed land use; discussion follows

#2 If approved by Recreation Committee, individual or group meets with Engineering and Development Services to determine feasibility of proposed use

#3 Individual or group presents proposed use to Town Council

#4 Individual or group meets with Administrative Services to discuss lease proposals

#5 Individual or group presents proposed use and possible lease agreement to Town Council for possible final approval.

Also discussed at the meeting was maintaining a balance between the various land uses at Old Home Manor. At present, we have 22 parcels consisting of forty acres apiece. General land use breakdown is as follows:

Industrial Park: 6 parcels (240 acres)- Dedicated

General Recreational: 1 parcel Ballfield/ Dog show- Dedicated, 2 parcels Equestrian- Proposed, 1 parcel Public Works building- Dedicated, 1 parcel Yavapai College- Dedicated, 3 parcels unused (8 parcels total)

Noisy Recreational: 4 parcels Shooting Sports- Dedicated, 4 parcels Model Aviators- Proposed (8 parcels total)

The Committee is suggesting shared uses such as parking and restroom facilities, along with multiple uses on each parcel (Chino Grinder and Mud Run, Concerts, etc.)

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date: 03/08/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the February 9, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the February 9, 2016 regular meeting minutes.

Attachments

February 9, 2016 minutes

D R A F T

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

TUESDAY, FEBRUARY 9, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 9, 2016.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza; Councilmember Lon Turner

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Police Sergeant Randy Chapman; Assistant Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Associate Planner James Gardner; Deputy Town Clerk Liz Hart; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m.

Mayor Marley gave the invocation and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation Supporting Increased Awareness Relating to Human Trafficking (Chris Marley, Mayor)

Mayor Marley read the proclamation and presented it to Scott Mabrey, Director of Juvenile Court services for Yavapai County, who spoke about the campaign to raise awareness on this matter.

b) Presentation for Chino Valley voters regarding the Presidential Preference Election on March 22, 2016 and the November 8, 2016 General Election. (Jami Lewis, Town Clerk)

Ms. Lewis presented a video on the Presidential Preference Election and reported on issues of public interest regarding the upcoming general election.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the

matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Lee Paul, resident, mused about pumpkin pot pie, the ideal Chino Valley product.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) Comments in support of pressing ADOT for a traffic light at Road 1 North and State Route 89.

Mayor Marley read a report from Acting Town Engineer Michael Lopez that stated that Per ADOT and Central Yavapai Metropolitan Planning Organization (CYMPO), the subject intersection was not on CYMPO's current project schedule, nor was it an ADOT priority, due to a lack of fatalities. However, ADOT was considering bumping it up.

Craig Brown, County Supervisor and CYMPO Chair, reported that there had been very recent discussions about moving the project back into the five-year plan, and the County had found some money that might be available to help with the project.

5) 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, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

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

Councilmember Best reported on possible JTED program funding increases in the state budget.

Vice-Mayor Croft reported on the upcoming Citizen's Academy starting March 3.

Mayor Marley read the Monthly Mayor’s Report, which pertained to future options resulting from the Town's failed attempt to acquire the Prescott water distribution system within the Town.

b) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith presented permitting and valuation statistics from 2013-2015.

c) Report regarding new Council study session schedule and agenda item submission timeline. (Jami Lewis, Town Clerk)

Ms. Lewis briefed Council on the new submission timelines resulting from the study session schedule changes adopted last month.

6) CONSENT AGENDA

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to accept consent agenda items a and b.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to accept the January 19, 2016 study session minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to accept the January 26, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7) 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 modify the invocation portion of the Council meeting. (Mayor Marley)

Recommended Action: Instruct staff to implement any proposed changes.

Mayor Marley reported on:

- Communications he had received from other councilmembers, the public, and the media on the matter.
- Council discussing the matter and receiving public input.
- Federal- and state-level practices with regard to invocations.

Public Comment:

Shelli Mihelich, resident, spoke about being respectful to others regardless of religion, and there being nothing malicious about councilmembers' prayers.

Christopher Marley spoke about not acting on emotions alone and the councilmembers' being able to call upon the god they believed in.

Donna Armstrong, resident, did not support moments of silence, as veterans had fought to preserve religious freedom.

Lee Paul, resident, opposed political correctness and supported the freedoms to speak and pray.

Peggy Trout, resident, thanked Council for standing up for religious rights.

Katie Napp, resident, thanked Council for standing up for good.

Mayor Marley reviewed, and Council and staff discussed the following possible actions:

- *No invocation at all:* No councilmember supported this. One comment was that in studying separation of church and state, there was nothing against prayers.
- *Moments of silence:* No councilmember supported this.
- *Neutral prayers:* No councilmember supported this.
- *Rotating clergy:* No councilmember supported this. Comments were that would turn invocation into 'karaoke night;' and as their prayers were being given by themselves personally, it was up to them as individuals to decide how to pray; and bringing in clergy brings the prayer more into the public domain than them praying as individuals.
- *Council-sponsored individuals:* This option might face a constitutional challenge.
- *Ask folks who may be offended to wait outside during invocation:* Town Attorney Smiley stated that this issue was uncharted territory as far as constitutional law and she saw nothing in case law about it. Comments were that it could require announcing that before the prayer, or that option could be added to the bulletin.
- *Read a disclaimer before prayer:* The mayor recounted that he did this tonight, and he supported it, as he believed it kept Council within bounds of first amendment rights. Another councilmember did not prefer it.
- *Offer prayers without a disclaimer and let citizens vote their support or non-support at the ballot box:* Several supported this option. Comments were that this option could be challenged, and while they were willing to defend it, they would want to hear from the public on it.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to continue with prayer the way it is and not change it at all.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley asked if Council would support the Town Clerk's office placing a notice about the invocation. No one objected.

Mayor Marley recessed the meeting at 7:03 p.m. and reconvened it at 7:17 p.m.

b) (i) Public Hearing regarding application from Sonia Martinez for a person transfer and location transfer of a Series 6 (Bar) Liquor License for Casa Chica, located at 443 Butterfield Road, Chino Valley.
(ii) Consideration and possible action to recommend approval for the person transfer and location transfer of a Series 6 (Bar) Liquor License for Casa Chica. (Jami Lewis, Town Clerk)

Recommended Action:
(i) Hold Public Hearing.
(ii) Recommend approval for a person transfer and location transfer of a Series 6 Liquor License for Casa Chica.

Staff Report Summary: The Police and Planning Departments reviewed the application and recommended approval with no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period, and staff received no written arguments in favor of or in opposition to the application.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to hold the public hearing.

Vote: 7 - 0 PASSED - unanimously

No one from public spoke.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to close the public hearing.
Vote: 7 - 0 PASSED - unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to recommend approval for a person transfer and location transfer of a Series 6 Liquor License for Casa Chica.

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to rezone parcel 306-33-005D from Commercial Light (CL) to Commercial Heavy (CH), consisting of approximately 1.38 acres, located at 1448 S. State Route 89; Section 34, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. (Agent: Charlie Arnold) (James Gardner, Associate Planner)

Recommended Action: Adopt Ordinance No.15-808 rezoning approximately 1.38 acres of real property generally located at 1448 S. State Route 89, from Commercial Light (CL) to Commercial Heavy (CH) zoning district.

Mr. Gardner presented on this item:

- *Location:* The subject structure was the former NAPA store.
- *Purpose of request:* To allow for light manufacturing and welding.
- *Proposed uses and structures:* Additional 6,000 sq. ft. facility, parking lot improvements, office space, on-site light manufacturing/welding, and sales of Conex containers.
- *Public concern:* The public's main concern was medical marijuana activity. This property had no current medical marijuana rights, nor would it with the zone change.
- *Conformance:* The request was in conformance with the General Plan's recommendation for a commercial corridor along State Route 89; surrounding parcels had compatible zoning; and the applicant met the public participation requirements.
- *Planning and Zoning Commission recommendation:* On January 5, 2016, the Commission voted 6-0 to recommend approval.

Council asked for more detail on the following topics:

- *Surfacing:* Double chipseal, or asphalt to concrete would be required.
- *Traffic:* The site would be closed to the public; the only traffic would be from employees.
- *Fencing:* The current fence might need to be moved back due to encroachment on one right-of-way. The applicant had not requested alternate landscaping.
- *Neighboring residential property:* The parcel to the south was split-zoned CL/AR. The current use on the AR portion of that property was a home, but the first 300 feet off the highway was Commercial, and subject rezone was 285 feet off the highway.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adopt Ordinance No.16-808 rezoning approximately 1.38 acres of real property generally located at 1448 S. State Route 89, from Commercial Light (CL) to Commercial Heavy (CH) zoning district.

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 2144 N. Road 1 East. (Applicant: Zoned Properties, Inc.) (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-001 for the property located at 2144 N. Road 1 East, encompassing approximately 58.3 acres.

Staff Report summary:

- On January 26, 2016, the Town Council approved Ordinance No. 16-811, amending the Unified Development Ordinance (UDO) to allow the cultivation of Medical Marijuana ("MMJ") only in the I (Industrial) zoning district. Prior to the effective date of the amendments, February 26, 2016, medical marijuana cultivation was permitted in several other zoning districts, either by right or with a conditional use permit. There were owners of existing facilities in these zoning districts whose planned expansions will not be permitted when the amendments become effective. Through the approval of a Protected Development Rights Plan ("PDRP"), owners of land currently zoned for cultivation of medical marijuana will preserve their right to expand.
- Staff found that the subject PDRP met the requirements set forth in ARS §9-1202 and that the plan as submitted constituted a phased plan and should be approved for the period of five years, as requested.

Ms. Mayday presented on this item:

- *Purpose of the PDRP:* The subject PDRP would enable the property owner, whose land uses were affected by the recent UDO amendments, to continue the use and get his project completed in five to seven years from the time Council approved the development plan.
- *PDRPs:* The development rights to be secured had to be shown on the plan; and while the developer might easily amend his plan, the Council was very limited in its ability to change the requirements or the PDRP.
- *Proposed PDRP:* Ms. Mayday reviewed the proposed PDRP, which included development of various uses—hay cultivation, vineyards, residential, and solar facilities—in three phases.

Council asked about requirements for earlier phases to be completed before later phases commenced.

Ralph Pew, attorney for the applicant, reported that:

- The property owner concurred with staff's recommendation.
- The phased PDRP contained roughly 60 acres. The plan did not require that every portion of every phase be completely developed before the next phase began. However, they were willing to commit to the hay, vineyard, and solar uses being completed before commencing on the second MMJ extension.
- The PDRP was not a final site plan. It designated allowed uses in a master plan and would still require Council approval of a final site plan.
- The point of the plan was to restrict the property owner in his expansion and right of MMJ production. Cultivation of MMJ in the first phase was about one to one and a half acres. The second phase will have around three to four acres of cultivation.

- They expected to do the agricultural and solar uses within 18 months. Housing was more unpredictable.

Brian McClaren, Phoenix resident and associate of the applicant on the real estate development side, spoke about the phased development plan from the viewpoint of water, sustainable development, and renewable energy. They invited public comment on desirable uses for the property.

Town Attorney Smiley stated that Council was within its right to condition approval by requiring the hay, vineyard, and solar uses to be done before MMJ cultivation development began.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to approve PDR Plan 16-001 for the property located at 2144 N. Road 1 East, encompassing approximately 58.3 acres, and include in the plan for hay, vineyard, and solar will be complete before Phase 3 begins.

Vote: 7 - 0 PASSED - Unanimously

e) Consideration and possible action to approve Financial Report for the six months ending December 31, 2015. (Joe Duffy, Finance Director)

Recommended Action: Approve Financial Report for the six months ending December 31, 2015.

Mr. Duffy presented on this item:

- Overall, the Town's financial condition was right on target; revenues were up 6% in the general fund; and expenses were a little bit higher, but were only at 47% of budget.
- Major Revenues: Most were higher than last year.
- HURF: There were increased expenses for equipment payments.
- Water Enterprise fund: There were inflated revenues and expenses due to water leaks at the Parks.
- Sewer Enterprise fund: Buyin fees were down; user fees were up; some increased maintenance expenses were planned.
- Capital Improvement fund: This was right on target pending reimbursement from Yavapai County Flood Control District.

Mr. Duffy then reviewed the following minor funds, which were used for capital or expansion, not day-to-day issues: Senior Center donations; Grants funds for Police, Animal Control, Senior Center, Library, Development Services, Public Works, Parks and Recreation, and Shooting Range; Special Revenue funds for the court; Capital Asset Replacement Fund; Impact Fee funds; Special Revenue fund for PD; and Street Lighting Improvement Districts. He recommended that staff eliminate transfers from the PD fund to the general fund, and just let those fees stay in the PD special revenue fund and be used for special equipment only.

Mayor Marley asked for a report on the amphitheater down the road.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Financial Report for the six months ending December 31, 2015.

Vote: 7 - 0 PASSED - Unanimously

f) Consideration and possible action to approve the Letter of Support for a proposed roundabout at Road 5 North and State Route 89. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve Letter of Support for the proposed Road 5 North roundabout.

Mr. Lopez reported that:

- ADOT recently asked the Town to offer support for the proposed Road 5 North roundabout. He and Associate Planner Gardner drafted a letter which either he or the mayor could sign. ADOT requested the letter by the end of the week.
- With the Town's support, the project will be presented to ADOT as a minor district project. Funding for it was not complete, but as ADOT was aware of the dangers at the intersection, they could at least get the process started.
- The Road 5 North project was intended to be similar to that of Road 4 South, which was a unique design and set a precedent for all future roundabouts with heavy truck traffic.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Susie Cuka to approve Letter of Support for the proposed Road 5 North roundabout, for the mayor's signature.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

No action taken.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

No action taken.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 8:20 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, 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 9th day of February, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of March, 2016.

_____

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. b.**

Meeting Date: 03/08/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the February 16, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the February 16, 2016 regular meeting minutes.

Attachments

February 16, 2016 minutes

D R A F T

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

TUESDAY, FEBRUARY 16, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 16, 2016.

Present:	Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza
Absent:	Councilmember Lon Turner
Staff Present:	Town Manager Robert Smith; Finance Director Joe Duffy; Assistant Public Works Director/Town Engineer Michael Lopez; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 6:01 p.m.

2) Discussion regarding use of USDA WIFA refinance savings/proceeds to fund Center Street sewer extension; and the Town's water and sewer extension, buy-in fee, and connection policies. (Mayor Marley)

Finance Director Duffy presented an overview of the topics to be discussed, as well as financial details related to the:

- Center Street Sewer Project;
- Mollie Rae Subdivision;
- 2012/2013 SR 89 utility corridor project costs; and
- Impact of properties affected by water and sewer along SR 89.

Council asked about bringing the sewer fund into the black. Mssrs. Lopez, Smith, and Duffy stated that there were currently about 1,800 sewer customers. About 2.5 years ago, the calculated number to break even under the existing rate table was 435. The Town had added about 100 homes since then.

Council asked staff to:

- Provide to Council the above information based on today's condition.
- Schedule some sort of celebration when the sewer fund was in the black.

The topics to be discussed, Council's preferences, and staff actions requested were as follows:

<u>Mandatory Hookups</u>

- *Question:* Should the Town maintain its current policy requiring sewer hookups if a sewer line is installed within 400 feet of the property, either residential or commercial?

- *Council and staff discussed:* Methodology for water and sewer extensions along the highway; amortization of connection fees for commercial properties; and current connection costs.
- *Council preferences:* (i) Do not require mandatory hookups on residential properties; and (ii) Continue to require it for commercial properties.

Council asked staff to provide:

- A report on the methodology for water and sewer extensions along the highway.
- A report on any commercial properties amortizing connection costs.

Impact on Future Projects

- *Question:* Should the Town apply its decision only to the Center Street Project, the 89 corridor and/or all future water and sewer projects?
- *Council and staff discussed:* The UDO not providing for any mandatory water connections.
- *Council preferences:* (i) Apply decision to all future sewer projects; and (ii) Strike reference to water projects.

400 Foot Distance

- *Question:* Shall the 400-foot distance be applied to property line, existing septic system, or exit point on the structure?
- *Council and staff discussed:* Pros and cons of using the property line; issues with large acreages and homes far from the property line; and ADEQ stipulations.
- *Council preferences:* Define the distance requirement as 400 feet from the property line for any new construction.

Offer Incentive During Construction

- *Question:* Should the Town waive the entire amount or offer a discount on the current $6,000 buy-in fee if the property owner connects during construction?
- *Council and staff discussed:* Making the discount a percentage rather than a specific dollar amount; and identifying the amount of discounted connections and possibly using capital reserve funds to defrary those costs.
- *Council preferences:* (i) Do not waive the entire amount; and (ii) Offer a 50% rate reduction during construction only.

Trigger Points Requiring Hookup

- *Question:* Shall hookup to the sewer system be mandatory under such conditions as major remodel as determined by the Building Department, septic system failure as governed by ADEQ and Yavapai County, and/or property sale?
- *Council and staff discussed:* Difficulty of monitoring septic system failures; County septic permit requirements; new septic regulations for home sales; the Town's objective to collect effluent; providing discounts as an incentive; concerns about financial burden on large properties; the balance between maintaining individual property rights and the

Town's need for effluent; when homes needs grinder pumps; and homes along Center Street set back over 400 feet.
- *Council preferences:* Hookup to the sewer system should be mandatory for none of the above and only for new construction within 400 feet of the selection marking point.

Dry Yard Requirements for New Homes

- *Question:* Should the Town require all new residential construction to install a dry yard line in anticipation of future sewer system expansion from the home's foundation to the lowest point on the property's frontage?
- *Council and staff discussed:* The Town needing a plan of where all lines would be before asking homeowners to invest.
- *Council preferences:* The Town should not require this, but it might be helpful down the road.

Gravity System Requirement for New Development

- *Question:* Should the Town require all new developments to design for a gravity system?
- *Council and staff discussed:* Types of subdivisions; lot sizes; subdivision distances from sewer lines; costliness of package plants; affects on the acquifer from different sized developments; and gravity systems eliminating the need for package plants.
- *Council preferences:* The Town should require this for medium density subdivisions.

Council asked staff to provide definitions for densities.

Incentives to New Developers

- *Question:* Can the Town offer incentives to new developers and what kind?
- *Council and staff discussed:* Types of incentives and lack of impact fees as an incentive.
- *Council preferences:* Consider incentives on a case by case basis.

Large Septic Systems for Commercial Developments

- *Question:* Should the Town allow large septic systems for new commercial developments?
- *Council and staff discussed:* Differences between septic systems and package plants; multi-family situations; considering different tools in a development agreement; and state and county regulations.
- *Council preferences:* The Town should not allow conventional septic systems; but it should allow a package plant or connection to the sewer system.

Mayor Marley stated that the next steps were for staff to place these preferences into an ordinance and then hire engineers for the Center Street project.

3) ADJOURNMENT

Mayor Marley adjourned the meeting at 7:42 p.m.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, 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 16th day of February, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of March, 2016.

_____
Jami C. Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date:	03/08/2016
Contact Person:	Cecilia Grittman, Assistant Town Manager Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to direct staff to prepare a lease agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor, and a separate longer term lease for an additional 80 acres of land at OHM. (Cecilia Grittman, Assistant Town Manager)

RECOMMENDED ACTION:

Move to direct staff to prepare a lease agreement with the Chino Valley Equestrian Association for use of current Rodeo Grounds at Old Home Manor, and a separate longer term lease for an additional 80 acres of land at OHM.

SITUATION AND ANALYSIS:

The Chino Valley Equestrian Association ("Association"), an Arizona Corporation, has been working with the Mayor's Old Home Manor Land Use Committee. The Association would like use of the current Rodeo Grounds at Old Home Manor, as well as the opportunity to develop 80 acres of land at the intersection of Rodeo Drive and Old Home Manor Drive for an equestrian and events center.

Should Council agree on the use of the land for an equine and events center, the Association will begin the feasibility phase with Town staff, meeting with Development Services and Engineering departments to address issues of the Unified Development Ordinance,access, water, drainage roads, and other code requirements, as well as directing staff to begin the process of drafting agreements for use of the current rodeo grounds and a long-term lease for the 80 acres the Association would like to develop.

Staff suggests that the long-term lease agreement contain performance measures, so that if the Association is unable, because of funding or for whatever reason, to develop the 80 acres in a timely fashion, the acreage will be incrementally unencumbered so that the Town does not tie up a large portion of land at Old Home Manor in a long term lease that does not get developed. Additionally, the Association will be asked to sublease the property, at their discretion but with reasonable terms, to other users, with the Town potentially being a user who may sublease for Town-wide events.

Staff is looking to the Council to provide direction on the project proposed by the Association.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Equine presentation
Equine Summary
Equine Design
Map of Facility - Equine Site

Chino Valley Equestrian Center

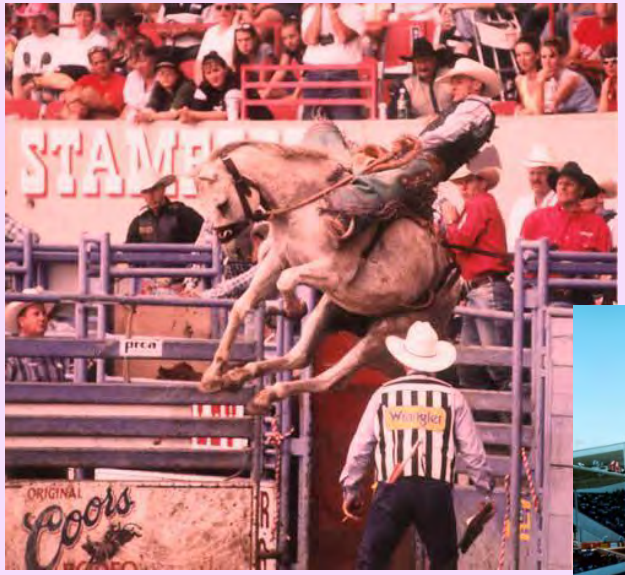
AGATE, INC.

Sergio A. Martinez, Jr.
Director-Design Services

P.O. Box 117
Scottsdale, AZ 85252

480.994.9455
www.Agateinc.com

AGENDA



- Impact Summary
- Facility Design Concept
- Anticipated Management and Operational Issues

Impact Summary

- April thru October Peak Season
- Regional Equine Events
- Non Equine Events
- Diminishing Facilities
- Non in Northern Central Arizona
- Economic impact

Impact Summary

Events	Year One	Year Two	Year Three	Year Four	Year Five
Horse Shows					
Open/Local Shows	18	18	18	24	24
Regional Shows	4	6	8	8	9
	22	23	26	32	33
Other Equine					
Barrel Racing	12	12	18	18	24
Roping's	12	12	18	18	24
Sales/Auctions/Clinics	3	3	4	4	4
	27	27	40	40	52
Other Special Events					
Concerts/Festivals	0	1	2	2	2
Consumer Shows/Swap Meets	2	2	3	3	3
Other/Community	3	3	4	4	4
	5	6	9	9	9
Total Events	54	56	75	81	94

Impact Summary

The following table is a summary of the potential daily usage:

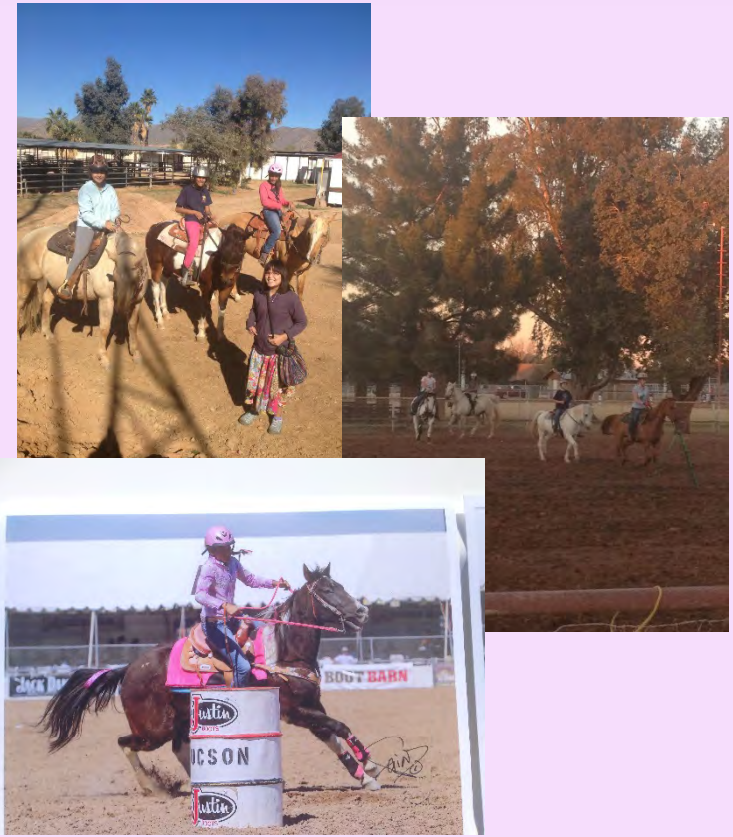
Description	Average	Range
Number of entries	200	100 - 300
Number of attendees	300	100 - 500
Number of stall needed	150	100 - 200
Number of spectators	150	100 - 200
Number of arenas needed		2 – 3
Number of event days	3.5	1 – 6
Number of RV hook-ups needed	75	50 – 100

Impact Summary

REVENUE PARAMETERS

Arena(s)
Commercial $600 per day
Non-Commercial $300 per day
Other/Warm-Up Arenas (2)
Commercial $200 per day
Non-Commercial $100 per day
Stall Rentals $15 per day
Weekly Practices $20 per person
Lighting Charges $30 per hour
RV Hook Ups $18 per night
Open Riding $10 per person
Advertising $10,000 lump sum

Impact Summary

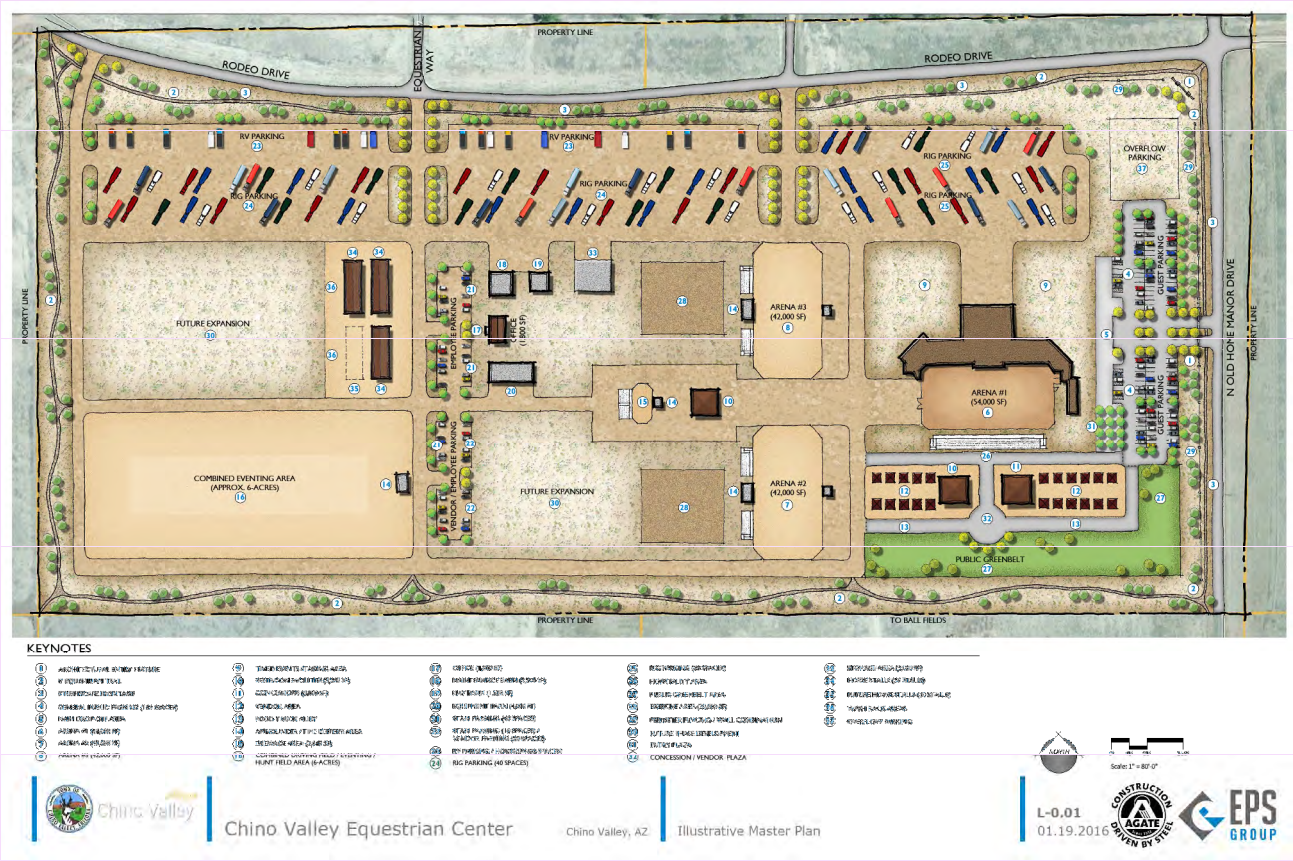


Economic impact

Hospitality
Food Service
- Restaurants
- Grocery Stores
- Convenience Stores

Fuel and Auto Services
Feed Stores
Veterinary Care
Retail
Entertainment

Facility Design Concept



Anticipated Management and Operational Issues

Issues that would need to be addressed;

WILL THIS TYPE OF FACILITY PAY FOR IT'S SELF?
WHAT IS THE COST FOR DEVELOPMENT, OPERATIONS AND MAINTENANCE?
WHAT IS THE TYPE OF FACILITY TO BE DEVELOPED?
WHAT TYPE OF AMENITIES WILL BE REQUIRED?
WHO ARE THE POTENTIAL USERS?
WHAT IS THE FREQUENCY OF USE?
QUALITY OF FACILITY
FLEXIBILITY OF USE FOR OTHER USES BESIDES EQUINE RELATED
HOW IS THE FACILITY GOING TO BE MANAGED AND OPERATED?
WHAT AMENITIES SHOULD BE PROVIDED?
HOW IS THE FACILITY GOING TO BE MAINTAINED?
WHO HAS CONTROLL OVER THE FACILITY?

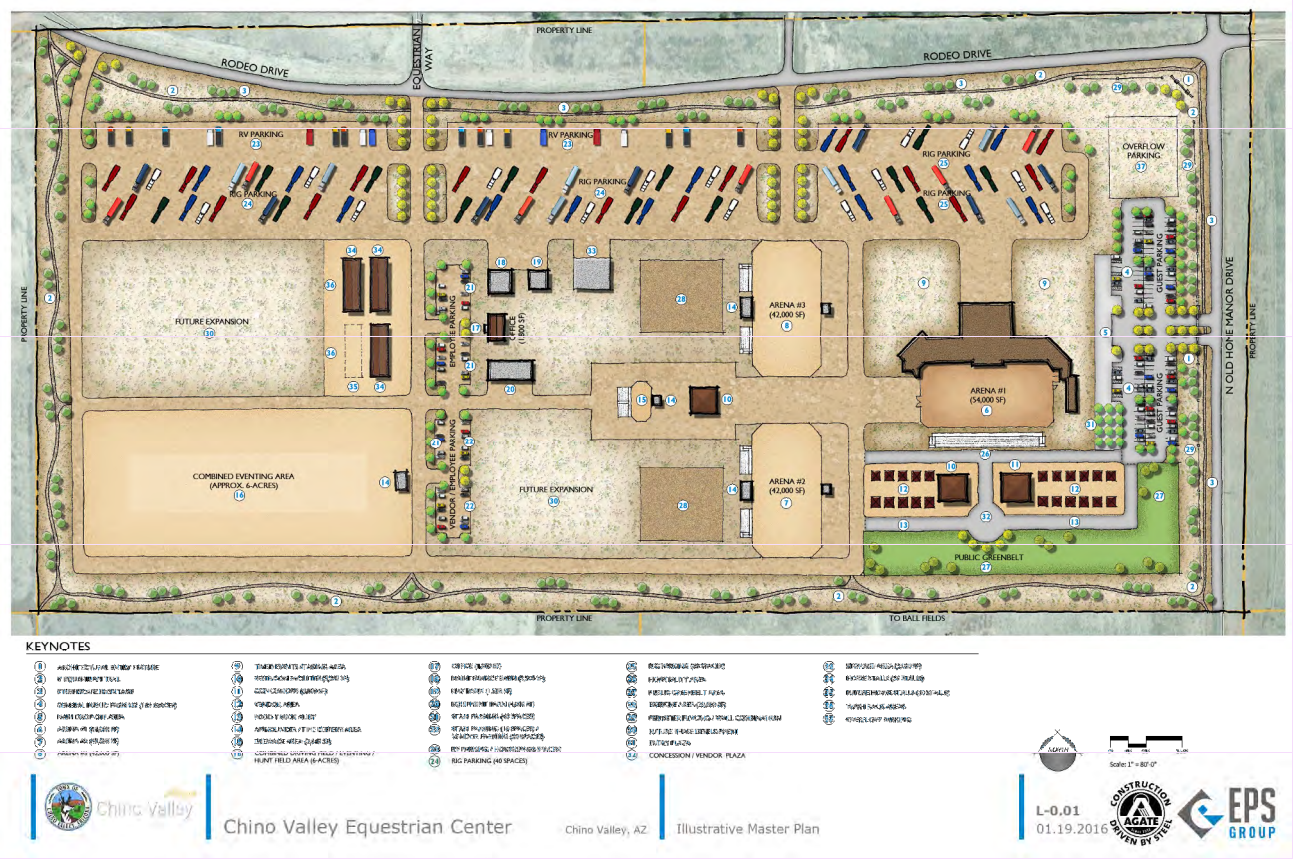
Anticipated Management and Operational Issues

The most anticipated operations and management issues will be

FACILITY OPERATIONS and MANAGEMENT TYPE
TOWN OF CHINO VALLEY
COMMITTEE OR AUTHORITY
MARKETING/PROMOTIONAL PROGRAM DEVELOPMENT
- MARKETING PROGRAM
- DIRECT AND INDIRECT MARKETING PROGRAMS

FACILITY OPERATIONS
- PROGRAM ASSESTMENT
- FACILITY MANAGEMENT PROGRAMS
- MAINTENANCE
- DEVELEOPMENT OF EMERGENCY PROTOCOLS
- STAFF MANAGEMENT
- INSURANCE PROGRAMS
- LEASE/CONCESSIONEAIRE/CONTRACT AGREEMENTS

Questions and Answers



Chino Valley Mayor and Council Presentation

INTRODUCTION

The Chino Valley Equestrian Association in conjunction with the Town of Chino Valley are determining the feasibility of a proposed equestrian Multiuse facility. The project is currently in the conceptual stages of operations, planning, and design. This analysis identifies the immediate and future equine and other types of events which demand and the facility options recommended to meet those demands.

In the analysis, I have done a regional overview of Chino Valley and Yavapai County, the surrounding areas and the State of Arizona as the context for the proposed facility. We focused this analysis on equestrian and other livestock related events.

Equine Associations
The following groups are potential but not limited users in the market area to outline the potential demand and types of facilities/amenities required of the proposed facility.

- Arizona Horsemen's Association
- Arizona Barrel Racers Association
- Arizona High School Rodeo Association
- Arizona Paint Horse Association
- American Quarter Horse Association
- Arabian Horse Association
- Arizona Reigning Horse Association
- Appaloosa Association
- Arizona Junior Rodeo Association
- American Paint Horse Association
- Arabian Horse Association
- American Horse Show Association
- National High School Rodeo Association
- Little Britches National Rodeo Association
- USTRC
- Double C Productions
- Zamora Productions
- Reined Cow Horse Association
- Southwestern Pole Bending Association
- US Trotting Association
- Peruvian Paso Horse
- Valley Quarter Horse Association
- Dressage Society

These equine organizations are representative but not limited to the potential aggregate demand for the Chino Valley Equestrian Center marketplace.

CONCLUSIONS

Several initial conclusions can be drawn from this list.

- Equine sport is a growing spectator and hand-on sport that is in a point of transition as it seeks to gain a broader fan and participant base.
- Most equine events draw very small crowds, often consisting of family and friends of the contestant/participants.
- Most equine organizations do not pay significant facility fees.
- Many of the organizations report that the facilities they currently use do not entirely meet their needs or nonexistent. These groups are interested in a new facility in Chino Valley particularly from April to October.
- Many of the organizations report that the number of facilities they currently are using is diminishing and welcome the opportunity for a new facility in Chino Valley
- The proposed facility could have the potential to draw regional equine events.
- Many of the organizations contacted have stated they would produce a venue(s) at the proposed facility.

The following table is a summary of the potential daily usage:

Description	**Average**	**Range**
Number of entries	200	100 - 300
Number of attendees	300	100 - 500
Number of stall needed	150	100 - 200
Number of spectators	150	100 - 200
Number of arenas needed		2 – 3
Number of event days	3.5	1 – 6
Number of RV hook-ups needed	75	50 – 100

RECOMMENDED FACILIITES/AMENITIES

Based on our finding, the following would be our recommendations for the types of facilities and amenities for the proposed facility.

Arenas

180’ x 300’, 54, 000 s.f.
holding pens,80,000 s.f.
Timed events staging area, 2,500 s.f.
Seating for approx 2,500
Restroom facilities, 3,500 s.f.
Concessions, 3,000 s.f.
Storage Area, 5,000 s.f.
Announcer/time keeper’s area 2,000 s.f.
Second arena 150’ x 280’,42,000 s.f.
holding pens,80,000 s.f.
Timed events staging area, 2,500 s.f.
Third arena 150’ x 280’, 42,000 s.f.
Vendor areas, 25 stalls, 5,625 s.f

Dressage Area, 33’x80’, 2,640 s.f.
Combined driving field/eventing/hunt field area, approx. 4 acres.

Back of House Facilities
- Office 1,800 s.f.
- Maintenance barn 2,500 s.f.
- Hay barn, 1,500 s.f.
- Equipment barn, 4,000 s.f.
- Staff Parking, 50 spaces, 24,750 s.f.
- Vendor Parking, 25 spaces, 22,500 s.f.

Contestant's Area
- Stalls 150 stalls, 43,200 s.f.
- Wash rack areas 1,200 s.f.
- RV hook-ups, 75 spaces, 69,120 s.f.
- Rig parking, 120 rigs, 144,000 s.f.
- Hospitality area 1,000 s.f.
- Exercise area(2) 120' x 120', 14,400 s.f.each

General Public Areas
- Public parking (1 space per every 6 spectators) 100 spaces, 34,560 s.f.

Projected Events and Attendance

Chino Valley Equestrian Center

Events	Year One	Year Two	Year Three	Year Four	Year Five
Horse Shows					
Open/Local Shows	18	18	18	24	24
Regional Shows	4	6	8	8	9
	22	23	26	32	33
Other Equine					
Barrel Racing	12	12	18	18	24
Roping's	12	12	18	18	24
Sales/Auctions/Clinics	3	3	4	4	4
	27	27	40	40	52
Other Special Events					
Concerts/Festivals	0	1	2	2	2
Consumer Shows/Swap Meets	2	2	3	3	3
Other/Community	3	3	4	4	4
	5	6	9	9	9
Total Events	**54**	**56**	**75**	**81**	**94**

Event Attendance	Year One	Year Two	Year Three	Year Four	Year Five
Horse Shows					
Open/Local Shows	4,800	7,200	10,800	12,000	12,600
Regional Shows	10,000	11,800	21,000	24,000	27,000
	14,800	18,000	31,800	36,000	39,600
Other Equine					
Barrel Racing	15,000	15,000	32,000	32,000	32,000
Roping's	18,000	21,000	28,000	31,500	31,500
Sales/Auctions/Clinics	900	900	1,600	1,600	1,600
	33,900	36,900	61,600	65,100	65,100
Other Special Events					
Concerts/Festivals	0	2,500	6,000	6,000	6,000
Consumer Shows/Swap Meets	6,000	6,000	12,000	12,000	12,000
Other/Community	1,500	1,500	1,600	1,600	1,600
	7,500	10,000	19,600	19,600	19,600
Total Attendance	**56,200**	**66,600**	**113,000**	**120,700**	**124,300**

Potential Other Equine Events Market

In addition to horse shows, the proposed Chino Valley Equestrian Center has the potential to attract rodeos, roping's, and other equine related activities, including horse/livestock sales, auctions and clinics. As will be shown later in this report, these types of events achieve higher attendance than horse shows

(with the exception of sales/auctions/clinics) and thereby have the potential to generate high income for the proposed venue based on a combination of gross ticket and concession sales.

Projected Event Activity and Assumptions

Estimated Number of Other Equine Events

The proposed facility has the potential to 18 Horse Shows annually in Year 1, increasing to 24 in Year 5. Due to tight seasonality in the Arizona market, the facility can also attract other types of equine events, though such events will primarily be held during the months of April thru October.

Estimated Attendance at Other Equine Events

Horse Shows, Barrel Racing and Roping's are projected to attract an average of 200 people per day over a two-day period in Years 1 and 2, increasing to 1,750 in Years 3 through 5. We project that attendance from sales/auctions/clinics will be, on average, 300 persons per day for one day events in Years 1 and 2, increasing to 400 per day in the subsequent years.

In terms of total attendance, Total attendance from other equine events at nearly 34,000 in Year 1, increasing to over 65,000 in Year 5.

Potential Other Special Events Market

Events at outdoor equestrian centers typically consist of 80 percent equine-related activities and 20 percent non-equine ones. A similar mix for the proposed Chino Valley Equestrian Center can be expected. The focus of this facility will be geared toward equine and equine-related activities. This is due to the demand for an additional equestrian center in the Northern and Central Arizona market, but also the other existing public venues in the Arizona market with which the proposed facility will be competing for these types of events.

In terms of non-equestrian events, one of the biggest opportunities facing the proposed Chino Valley Equestrian Center will be providing a user friendly/accessible facility in Northern and Central Arizona thru the months of April and October.

Types of Potential Events

Public Assembly Facilities

Antique Shows/Sales
Arts & Crafts Sales/Fairs
Auto Shows/Car Sales
Bike Shows
Boat Shows
RV Sales/Auctions
Craft Shows
Cultural Festivals
Special Olympics
Gem & Jewelry Shows
Gift Shows
Gun Shows & Sales
Farm and Garden Shows
Home & Garden Shows
Dog Shows
Livestock Auctions

Horse Shows
Poultry Shows
Rodeo
Goat and Swine Shows
4-H Youth Programs
FFA Youth Programs
Circuses

Awards Banquets
Fund raisers
Parties
Religious
Testing & Training

Estimated Attendance at Other Special Events

In terms of estimated attendance from these three categories of events, we forecast a total of 7,500 persons in Year 1, the majority of which will consist of attendees at consumer shows and swap meets (estimated attendance 6,000). This number is estimated to increase to 10,000 in Year 2, and peak at nearly 20,000 in the following years.

DESIGNING EQUINE AND MULTI-USE FACILITIES

I ANTICIPATED MANAGEMENT AND OPERATIONS ISSUES

.

Issues that would need to be addressed;

- WILL THIS TYPE OF FACILITY PAY FOR ITSELF?
- WHAT IS THE COST FOR DEVELOPMENT, OPERATIONS AND MAINTENANCE?
- WHAT IS THE TYPE OF FACILITY TO BE DEVELOPED?
- WHAT TYPE OF AMENITIES WILL BE REQUIRED?
- WHO ARE THE POTENTIAL USERS?
- WHAT IS THE FREQUENCY OF USE?
- QUALITY OF FACILITY
- FLEXIBILITY OF USE FOR OTHER USES BESIDES EQUINE RELATED
- HOW IS THE FACILITY GOING TO BE MANAGED AND OPERATED?
- WHAT AMENITIES SHOULD BE PROVIDED?
- HOW IS THE FACILITY GOING TO BE MAINTAINED?
- WHO HAS CONTROLL OVER THE FACILITY?

The most anticipated operations and management issues will be

- FACILITY OPERATIONS and MANAGEMENT TYPE
  - TOWN OF SNOWBOWL VILLAGE
  - COMMITTEE OR AUTHORITY
  - MARKETING/PROMOTIONAL PROGRAM DEVELOPMENT
    - MARKETING PROGRAM
    - DIRECT AND INDIRECT MARKETING PROGRAMS
  - FACILITY OPERATIONS
    - PROGRAM ASSESTMENT
    - FACILITY MANAGEMENT PROGRAMS
    - MAINTENANCE
    - DEVELEOPMENT OF EMERGENCY PROTOCOLS
    - STAFF MANAGEMENT
    - INSURANCE PROGRAMS
    - LEASE/CONCESSIONEAIRE/CONTRACT AGREEMENTS

II EQUESTRIAN FACILITY PLANNING

- FACILITY PROGRAMMING AND ANALYSIS
  - INVESTIGATION/EVALUATION OF PROGRAM GOALS AND PARAMETERS
  - SITE/LAND USE FEASABILITY ANALYSIS
  - MARKET ANALYSIS AND ECONOMIC IMPACT
    - LOCAL OVERVIEW
    - REGIONAL OVERVIEW
    - DEMOGRAPHIC AND TRENDS
    - MARKET DEMAND
      - NUMBER OF USERS
      - NUMBERS OF DAY USE
    - USER CAPACITY
  - PRO FORMA BUDGET AND BUSINESS PLAN PREPERATION AND ANALYSIS
  - FACILITY OPERATIONS FRAMEWORK AND DEVELOPEMNT
- MASTER PLANNING
  - SITE/LAND USE PLANNING
  - SPACE PLANNING
- CONCEPTUAL DESIGN

    - BARNS
    - ARENAS
    - ACCESORY STRUCTURES
    - PARKING
    - PADDOCK/PASTURES
- FACILITY DESIGN

III SITE AND ARENA COMPONETS, EQUIPMENT, AND LAYOUT

Address the needs of various types of equine event users. Identify the User groups, times of use, type of facility required, and required accessibility of each user group.

Provide a facility that provides for:

- User friendly and flexible arena for various types of events.
- Efficient and effective circulation and accessibility.
- Multiple types of arena footing.
- A safe and efficient **separation of front of house** and **back of house activities (public and non public).**
- Arena components and equipment that is **flexible, durable, safe,** and **less vulnerable to wear and tear.**

Issues to address include:

- The type and quantity of arena components/equipment to be uses (loading chutes, bucking chutes, timed events chutes, stripping chutes, alleys, sorting pens, rails, livestock holding pens, gates, bleachers, lighting, PA systems, footing materials, and air ventilation systems.
- Multiple User groups.
- The maintainability and durability of arena components and equipment.
- The location, orientation, and placement of the arena(s), barns, stables, parking, RV area and warm-up areas. This involves the contextual relationships between the existing and planned facilities.
- The orientation and placement of the arena will be crucial in providing a design that:
    - Is user friendly.
    - Provides proper circulation for contestants, livestock, vendors, and general public.
    - Provide flexibility for various types and sizes of events.
    - Provides the necessary separations between the general public, livestock and contestants.
- The layout of the arena(s) is crucial in providing a design that provides for;:
    - Proper flow and circulation for livestock, contestants, and general public.
    - Distribution of areas.
    - Ample space for all functions (livestock holding pens, maintenance staging areas, public areas, seating, restrooms, concessions etc..

IV ACCESSIBILITY

The site and the arenas need to be readily accessible by multiple User groups.

The site and arena layout needs to address multiple access issues including contestants, livestock, maintenance personnel/equipment, vendors, and general public access points. **Create a site and arena design that creates and integral, fluid transition within the site and from various venue areas and from outside areas to inside areas.**

Issues to address:

- **Ingress and egress** to allow for continuous flow in and out of the site as well as from exterior areas to interior areas of the various arenas for the various Users, general public, maintenance personnel/equipment and general public, particularly during high/peak demands of venues.
- **Allow for equipment access into the arena(s)** (tractors, water trucks, ambulances, livestock emergency sleds, maintenance equipments. Etc...

V MAINTENANCE/MATERIALS/DURABILITY

The arenas' and stable/barn flooring, components, and equipment needs to be easily maintained, built of durable materials, and resistant to vandalism and wear and tear.

Issues to address:

- **Maintenance of arena and stable/barns.** The Design Team's goal is to provide a design that does not require high maintenance. We will work closely **with SUIT Staff** to identify proper materials and methods of maintainability.
- **Selection of materials, finishes, components, and equipment.** Our specific knowledge of equine projects enables us to do this for you.
- **Specialized materials, finishes, components, and equipment.** We will identify those that are the most suitable for this particular project and User groups.
- **Vandalism, wear and tear.** We will produce a design that utilizes equipment that are less susceptible to vandalism, wear, and tear.

VI DESIGN ISSUES

The most anticipated design issues will be:

- To identify the potential User Groups and types of venues, their arena, barns/stable, related equipment requirements, and frequency of use. We will work closely with **Staff** to identify these.
- Identify the appropriate facility management type and mode of operations.
- Identify various equipment and material levels for the construction of equine/livestock facilities
- Identify the **appropriate soil mix** to provide the different footings required.
- Meeting the required types and quantity o of equipment and facility flexibility within the proposed budget. Our Design Team will present various layouts, equipment options and alternatives.
- We will work closely with **Our Client's personnel** to assure that the design solution, selection of equipment, and materials:
    - **Are appropriate.**
    - **Meet the needs of the various User types**
    - **Provide the required flexibility.**
    - **Provide proper durability and maintainability.**
    - **Meet the budget**

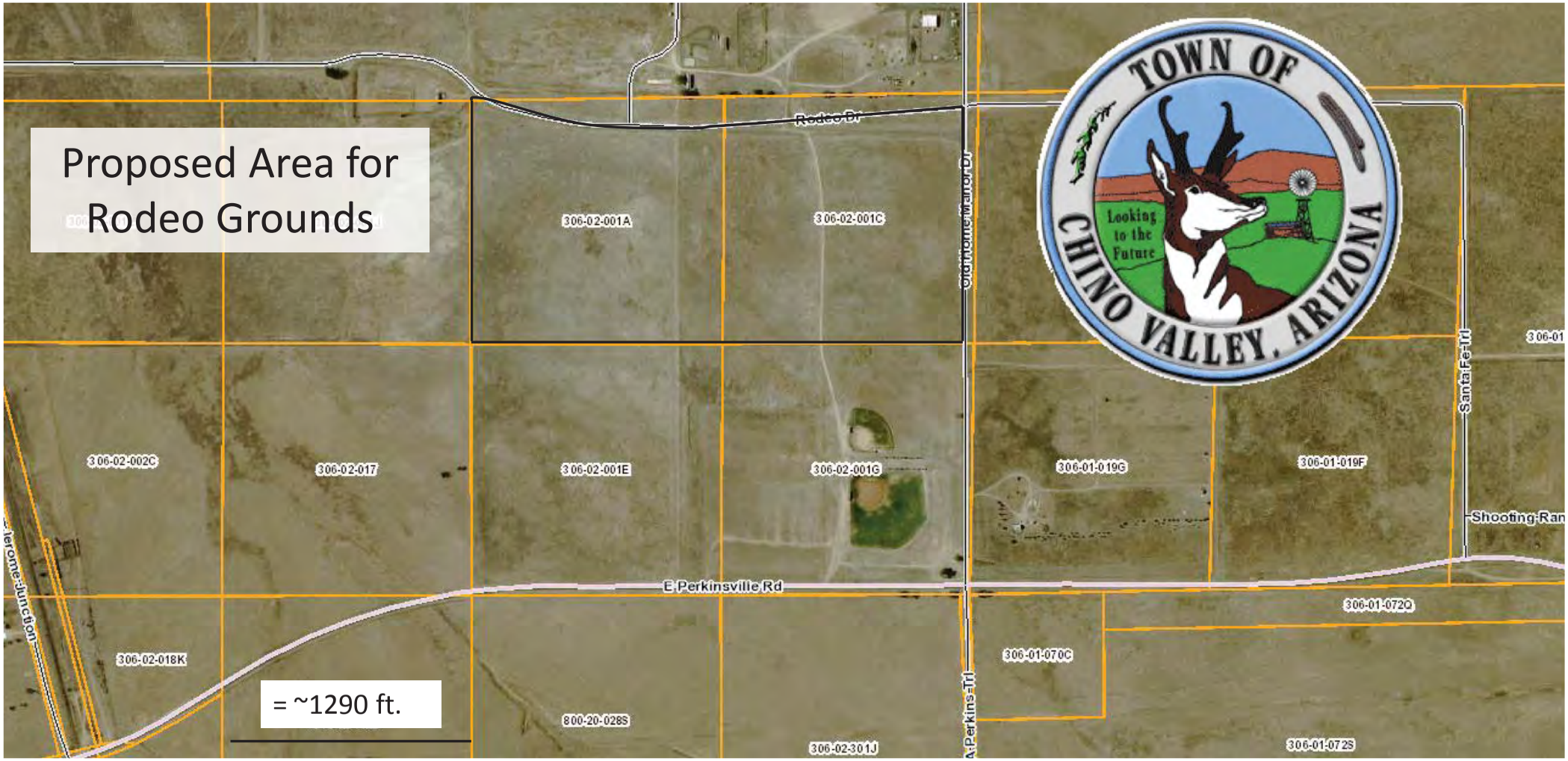
VII CONSTRUCTION ISSUES

The most anticipated construction issues will be:

A lack of equine project specific understanding and experience from the **General Contractor** and **Sub-Contractors** in the construction and installation of the various types of equipment, rails, gates, chutes, etc… Our construction documents, details and specifications will provide a high level of sophistication to assure proper understanding of:

- Design intend.
- Safety design issues.
- Correlation of the various equipment components.

Be diligent with shop drawing reviews and provide site observations during construction to assure the proper construction and installation of the various components.


Proposed Area for Rodeo Grounds
= ~1290 ft.
Rodeo Dr
306-02-001A
306-02-001C
306-02-002C
306-02-017
306-02-001E
306-02-001G
306-01-019G
306-01-019F
306-01-072Q
306-01-070C
306-02-018K
800-20-028S
306-02-301J
306-01-072S
E Perkinsville Rd
Jerome Junction
Santa Fe Trl
Shooting Ran
TOWN OF CHINO VALLEY, ARIZONA
Looking to the Future

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date: 03/08/2016

Contact Person: Ruth Mayday, Development Services Director
Phone: 928-636-4427 x-1217

Department: Development Services

Item Type: Action Item

Estimated length of staff presentation: 10 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to amend the Town Code and Unified Development Ordinance of the Town of Chino Valley to reflect proposed changes in requirements for connections to the Town's sanitary sewer system. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

See attached memo for Council and Staff recommended actions.

SITUATION AND ANALYSIS:

Please see attached memo for situation and analysis, and recommended actions.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Sewer Policy Memo

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

To:
From:
Re:
Date:

Both the Unified Development Ordinance (UDO) and the Town Code (Code) regulate sanitary sewer systems within the corporate boundary of the Town. While considered separate documents, the UDO is in actuality, it constitutes Chapter 154 of Title XV: Land Usage of the Town Code. The purpose of the UDO is to regulate the manner and placement of uses within zoning districts, and set forth development standards for commercial and residential structures in the Town. Similarly, Title V: Public Works, Chapters 50 and 51 define and govern water and sewer infrastructure in Chino Valley. Because there is overlap in regulation, there are conflicts between the UDO and Code with regard to mandatory connections and requirements related thereto.

The UDO states that for both commercial and residential zoning districts, "Any lot less than one (1) acre must be served by a water and/or sewerage disposal system approved by the Town of Chino Valley" (See D (1) for zoning districts SR-.16 (Single Family Residential, 7,000 sf minimum) through CH (Commercial Heavy). Mixed use subdivisions are tacitly required to connect to sewer and water as a result of conditions mandated for issuance of a Conditional Use Permit for such subdivisions, and only in conjunction with a Planned Area Development (PAD) overlay. (See C (4) for zoning districts SR-2.5 (Single Family Residential; 2.5 acre minimum) though SR-1 (Single Family Residential; 1 acre minimum)).

UDO Section 5 Subdivision Regulations sets forth the processes for review and approval of subdivision plats. Subsection 5.3 provides the design principles and development standards for all subdivisions, including design and connection to sewer facilities. Each lot in a subdivision must be served by wastewater disposal facilities that must receive written approval from the Public Works Director prior to construction.

Title 5, Chapters 50 and 51 of Town Code speak to the nuts-and-bolts of the sewer and water utility systems. Chapter 50 defines the terms related to these systems, dictate the responsibilities of the Utilities Department, and set forth general regulations regarding the customer/supplier relationship. Chapter 51 sets forth water use policy, utility extensions, and wastewater collection policy, among other things. Not surprisingly, there are areas of regulatory overlap between the UDO and Code; there are inconsistencies in how and when connections to utility systems are required.

Council's recent consideration of changes to sewer connection policies have prompted staff review of existing policies in both the UDO and Code, and consider how changes to existing policy can be effectuated.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

Mandatory Connections, 400-foot Distance, Incentives for Connection, and Impact on Future Projects

Currently, the UDO mandates connections when the following conditions exist:

5.3.4 Subdivision Regulations; Sewer Facilities Design

A. Wastewater disposal facilities shall be installed to serve each lot and be subject to the following standards and approvals:

1. Individual systems, including septic tanks, shall be discouraged, but may be constructed in areas not presently served. *Property is considered served if a public sewer is within 200 feet of a property line or if the cost of extending the sewer main is less than two (2) times the cost of an individual system(s).*

2. *Public sanitary sewers shall be installed in areas which are reasonably accessible to an existing sewer system or if the lot sizes are one-half (1/2) acre or less.*

Property Development Standards

D (1): Any lot less than one (1) acre must be served by a water and/or sewerage disposal system approved by the Town of Chino Valley" (SR-=.16, MR, CL and CH)

D (11): Each mobile home shall.....be permanently connected to electric power, water supply, and sewage disposal (MHP-4: Mobile Home Park, 4 acre minimum).

Conditional Use Permits

C (4): Mixed use subdivisions when public water and wastewater is available and when developing under the PAD process guidelines (SR 2.5, SR-2, SR-1.6, SR-1)

Town Code first mandates connection to the CTR (sewer collection, wastewater treatment, and effluent recharge system) in §50.56 Effluent Collection, Treatment and Recharge Policy.

§§(A): All new developments, subdivided and unsubdivided (s/us), containing 1 or more lots of less than 1 acre to construct an effluent collection system....and connect to the town's Effluent CTR system.

§§(B): The Town will design, build, and operate an effluent CTR system on its own schedule. If a development requires capacity prior to availability from the Town, the development shall pay buy-in fees for their proportionate share of the Town's system only (capacity fee)

§§(C) New development, (s/us), shall be required to install septic tanks. Installation of lines and other required components necessary to connect to the effluent CTR system is required as lines are installed within 400 feet of the septic tank.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

§§(D) Current Septic Tank owners shall be required to connect to the effluent CTR system as system connection lines are installed within 400 feet of the septic tank.

§§(E) At the time of building permit application, the permitee shall pay a CTR connection fee… (commercial or residential)

§§(F) All new developments…shall be required to demonstrate adequate financial capability and assurances necessary to design and construct CTR system components sufficient to serve the new development….

§§(G) Package Treatment Plants shall not be allowed

§§(H) Town ownership/control of all effluent

Mandatory connections are also governed by §§51.55 Sewer Connections Within the Town.

Given the current zoning restraints, few residential lots would be affected by this requirement; the sole residential zoning district that allows lots of less than an acre would be SR-.16. Currently, it is not the intention of the Town to create any new SR-.16 zoned property (UDO 3.12 A). Commercial lots/parcels would frequently be affected as minimum lot size is currently 7,500 sf for CL and CH; there is no stated policy limiting commercial lots of less than one (1) acre.

Council preference:

1. When sewer service is extended to or within 400' of a commercial property, connection is mandatory. When sewer service is extended to or within 400' of a residential property, connection is not mandatory.
2. Maintain 400' from property line requirement for any new commercial construction.
3. For existing residential properties, reduce connection fees to 50% of actual cost.
4. Apply new policy/ies to all future sewer projects

Staff recommendation:

1. Incentivize residential connections during construction of sewer main extension.
2. Require connection to sewer for multiple family housing.
3. Include cost of existing residential connections in financing; allow residential property owners to amortize connection over life of bond/funding mechanism. (Accelerated payoff at transfer of ownership)
4. Apply new policy/ies to all future sewer projects

Trigger Points Requiring Connections

Use of septic systems for residential construction outside of platted subdivisions is commonplace in the Town. Currently, approval of septic systems lies with the Yavapai County Health Services Department; once the proposed system is approved, the County notifies front counter staff and the permit is

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

released. For those commercial properties not located on existing sewer systems, the septic approval process is identical.

In considering the propensity for residential septic system failure, and how remodeling or constructing an addition may precipitate failure, review of the age of housing stock can help in determining the number and age of septic systems in the community.

YEAR STRUCTURE BUILT		
Total housing units	**5,012**	**5,012**
Built 2005 or later	520	10.40%
Built 2000 to 2004	934	18.60%
Built 1990 to 1999	1,651	32.90%
Built 1980 to 1989	997	19.90%
Built 1970 to 1979	624	12.50%
Built 1960 to 1969	116	2.30%
Built 1950 to 1959	61	1.20%
Built 1940 to 1949	53	1.10%
Built 1939 or earlier	56	1.10%

ACS Estimates, 2006 - 2010

Less than 6% of the existing housing units were constructed prior to 1960. The septic systems serving these units tend to be smaller as the number of wastewater producing appliances and fixtures were smaller and less frequently found. In addition, environmental regulations were far less restrictive than contemporary rules.

The 1990's were the decade that saw the greatest growth in residential construction, as 1,651 units were built. The 1980's were the second most active residential construction period, with nearly 1,000 units built in a 10-year period. Over 50% of the housing stock in Chino Valley was constructed between 1980 and 1999; almost all (80%) of the housing stock in Town was constructed after 1980.

With regular maintenance, septic systems can last a very long time. In Arizona, the typical functional life of a septic system and leach lines is approximately 20 years. Comparing the 20-year lifespan of a typical septic system with the data in the Year Structure Built table, an estimated 2,700 residential units have septic systems that are nearing the end of their useful life. As sewer was not introduced in the community until the early 2000's, all structures built prior to that were on septic systems.

Remodeling a home or expanding the footprint of a home may also impact the propensity for septic system failure, as adding fixture units that increase wastewater flows can overwhelm undersized systems and accelerate failure. Remodels that replace older dishwashers and washing machines with larger capacity equipment will impact an existing septic system; adding bathrooms to a home will also increase the demand on septic systems and accelerate failure.

For new structures, the septic system must be at least 100' from all wells – including adjacent parcels or lots. The same applies to replacement of failed septic systems; reconstruction must be to contemporary standard rather than the requirements at the time of initial construction of the failed system. Thus, failure of systems on older, smaller lots may preclude reconstruction or replacement of a failed system, rendering that dwelling unit uninhabitable.

Arizona Administrative Code Title 18 chapter 9 sets forth the general regulations for on-site wastewater treatment facilities throughout the state. The general requirements regulate the discharge of sewage and wastewater, prohibits the cross-contamination of drinking water supply, prohibits the use of

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

cesspools, and describes the conditions under which connection to a sewage collection system are mandated.

For system failures, connection is required when one of the following applies:

1. Nitrogen Management Area designation
2. A county, municipal, or sanitary district ordinance requires connection.
3. The septic system is within a Certified Area-wide Water Quality Management Plan, or a master plan adopted by the majority of a county, municipal, or sanitary district elected officials
4. A sewer extension is available at the property boundary and both of the following conditions are met:
    a. Connection fees do not exceed $6,000 or $10 times the daily design flow in gallons for a non-residential source, and
    b. Cost of constructing the sewer from the wastewater source to the service connection is not more than $3000 for a residential use or $5 times the daily design flow in gallons for non-residential source

Council Preference:

1. Connection to CTS system should not be mandatory, even for system failure.
2. Connection to CTS system should be mandatory only for new construction where the property boundary is at least 400' from an existing main.

Staff Recommendation:

1. Connection to CTS system should be mandatory when existing septic system fails and existing main is within 400' of property boundary.
2. Connection to CTS system should be mandatory when remodel/addition increases the number of fixture units by 50%.

Incentives for New Development, Gravity System Requirements, Installation of Dry Lines, and Large Septic for Commercial Developments

Chino Valley has weathered the economic storm of the mid-2010's and is emerging into another period of growth. Ensuring that sewer connection policy is forward looking will enable the Town to maximize effluent and recharge credits it sorely needs to boost its water portfolio.

In terms of residential growth, larger homes with a greater number of fixture units require larger septic systems. Sewerage then becomes a simple matter of geometry; is there enough room on a given lot to provide an adequately sized septic system without bumping into ADEQ and County regulations? The

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

same consideration must also be given to commercial construction, especially when the commercial project includes a residential component (e.g., assisted living center). Capture of effluent translates to water credits for future development; the Town increases its water portfolio (albeit incrementally) with each connection made.

Extension of sewer is essential for commercial growth; most chain restaurants and retailers will not consider a location if there are no municipal utilities. The risk associated with failed septic systems and groundwater pollution are greater than most corporations are willing to assume. The concentration of new commercial development at points along SR 89 where sewer is readily available reinforces the necessity of sewer systems for commercial users, who view it as an asset rather than an unnecessary cost.

Incentives for new development can be applied to both commercial and residential developments. The expectation that new developments will extend and connect to municipal services is not unusual for experienced developers; they generally factor the cost into their project. Density bonuses in exchange for connection to municipal services can make a marginal project financially feasible; Community Facilities Districts provide alternative financing though the Town's bonding capacity and are useful for large-scale expansions of services. Bundling these two tools with sales tax reimbursements for off-site improvements presents attractive incentives for commercial projects. Clustering higher density residential development provides more housing opportunities while chewing up less dirt, thereby preserving the rural, open heritage of the community. These projects can also be funded with CFD's; development agreements can provide density bonuses for utility connections.

Similarly, a requirement to install dry lines in anticipation of future connection to a CTR system is not unusual for commercial or residential development. The existence of the dry lines reduces the future cost of connection to property owners; excavation and laying of pipe can be done as a part of construction rather than in addition to those costs. Connection requirements for both commercial and residential should be calculated on a dwelling units per acre (du/a) or floor area ratio.

The existing sewer system is largely dependent on gravity to flow wastewater from its origin to the lift station adjacent to Granite Creek Lane near the Santa Fe wash, where a 10" force main sends it to the wastewater treatment plant. For most properties north of Road 3 ½ North, gravity flows away from the existing lift station, making installation of sewer lines cost prohibitive without construction of at least one more lift station. Package treatment plants have been proposed as an alternative; however, §50.56 (G) of Code prohibits the use of these facilities in town. (Ord. 485, 12/13/01) While a lift station is not inexpensive, it may also be considered an off-site improvement, the cost of which can be offset through sales tax rebates for projects with commercial components. Calculating a capacity & resource fee based

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

on cost of improvements that can be assessed as part of a building permit can provide capital for cost reimbursement or provide debt service for bonds or other similar financing mechanisms.

Council Preference:

1. Council should not require dry-line installation at present, but should consider it in the future.
2. The Town should require gravity systems for medium-density subdivisions.
3. Development incentives for sewer connection should be considered on a case-by-case basis.
4. The Town should not allow conventional septic systems for large commercial development, but it should allow a package plant or connection to the sewer system.

Staff Recommendations:

1. Dry line installation should be required for certain residential and commercial densities. Staff suggests 4 DU/A for residential.
2. All future design should be to expand the gravity system which will require construction of a second lift station.
3. The size and scope of sewer improvements should provide the nexus for incentives for developer-driven projects.
4. Package treatment plants and private septic systems should not be allowed for commercial development.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	03/08/2016
Contact Person:	Michael Lopez, Assistant Public Works Director/Town Engineer Phone: 928-636-2646 x-1226
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Center Street Sewer Main Extension

AGENDA ITEM TITLE:

Consideration and possible action to to approve the Agreement for Professional Consulting Services by direct selection with Lyon Engineering, Inc., for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in the amount not to exceed $60,005.00. (Michael Lopez, Acting Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Move to approve the professional services agreement with Lyon Engineering, Inc. for the preparation of engineering construction plans for the Center Street Sewer Main Extension project in an amount not exceed $60,005.00.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley has been pursuing the extension of the Center Street sewer main to Mollie Rae subdivision. The Town has been working with WIFA to refinance some existing debt at a reduced interest rate. The stipulations placed on the Town by WIFA includes the requirement for a new financed project. This item will develop the necessary construction documents to prepare a bid ready set of construction plans that will meet various requirements for the funding source. These plans cannot be prepared in-house given the current workload.

Applicable "Policy"

n/a

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Recently, the Town determined that the current list of consulting engineering firms selected under the 2007 Statement of Qualifications process was out of date and would not meet the federal requirements. As a result staff has began preparing the 'Statement of Qualifications (SOQ)' documentation to advertise for engineering and related services. This process may take up to 120 days

before a consultant is selected to proceed with this or any other subsequent projects. Furthermore, the consultant for which the Town request council to approve the professional service agreement is the same engineering firm that completed the Mollie Rae subdivision and the extension of City of Prescott's water infrastructure that serves the Mollie Rae subdivision. This intimacy with Mollie Rae sewer/water systems and the accompanying survey by Lyon Engineering, Inc., and the time constraints placed on the Town by virtue of the out of date procurement process is the reasoning for staffs request for council to waive the bidding process and approve the professional service agreement with Lyon Engineering, Inc.

Findings of Fact

n/a

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 06-95-5586

Available: $60,005.00

Funding Source:

Funds will come from the Sewer Enterprise Fund.

Attachments

Agreement

Scope of Work & Fee

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this 8th day of March, 2016, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and Lyon Engineering, Inc., hereinafter referred to as the "Consultant."

FOR THE PURPOSE of providing professional consulting services for the Town on the Development of engineering construction plans and specifications for the Center Street Sewer Main Extension Project, hereinafter referred to as the "Project," Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform and carry out the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A. The Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the Consultant.

1.3.1 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to Consultant's Services.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.4 Consultant shall designate Scott Lyon, P.E., as Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. "Key Personnel" includes the Consultant employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first obtain the approval of Town.

1.3.5 Consultant's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subconsultants on Exhibit B, either by adding, deleting or changing subconsultants, shall require the written consent of Town.

1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.7 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

1.3.9 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. Consultant shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Michael Lopez, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from March 8, 2016 through March 1, 2017. All services identified herein shall be completed to the satisfaction of the Town no later than March 1, 2017.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed $60.005.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by Town except as provided herein; nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town’s option.

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, 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, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. Consultant’s insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which 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 Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" from Commercial 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 Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 all claims.

4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence and $2,000,000 aggregate; and minimum coverage of $500,000 per occurrence/aggregate for property damage on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., 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 performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : Consultant shall maintain Products and Completed Operations Insurance with a minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: Consultant shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to Consultant pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Consultant, its successors and assigns, shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs), to the extent caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of Consultant or other persons employed or used by Consultant in the performance of this Agreement. Consultant's duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to Consultant for Services performed through the date of termination, Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by Consultant in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to Consultant upon Termination. If the Agreement is terminated, Town shall pay Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subconsultants, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. Consultant agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to Consultant of intent to examine, and done within normal business hours at the mutual convenience of Town and Consultant.

7.3 Ownership of Document and Other Data. The Town acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the Consultant, or, in the event of termination, payment in full of all monies due to the Consultant at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the Consultant. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Consultant. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent Consultant and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Consultant agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Consultant and Town, and Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any subconsultants in performance of the Services, subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further warrant that after hiring an employee, such subconsultant verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Town at its option may terminate the Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subconsultants establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Consultant or subconsultant employee who works on the Agreement to ensure that the Consultant or subconsultant is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such applicable laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Consultant shall protect and indemnify Town and its representatives

against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.10 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

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

7.12 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:	CONSULTANT:
Town Manager	Mr. Scott Lyon, P.E.
Town of Chino Valley	Lyon Engineering, Inc.
202 North State Route 89	1650 Willow Creek Road
Chino Valley, Arizona 86323	Prescott, AZ 85301

The address may be changed from time to time by either party by serving notices as provided above.

7.13 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.14 Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, Lyon Engineering & Surveying, Inc., an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay Consultant all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. 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 Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, Consultant may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to Consultant from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Phyllis L.N. Smiley, Town Attorney

CONSULTANT

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:
Scott Lyon
Robert Winter
Jason O,Brien

SUBCONSULTANTS:
None

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

2. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the Consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of $_____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at____ cents per mile**.** Any out of state travel must receive prior approval of Town.)

2. Costs of printing, as required by the contract.

3. Cost of long distance telephone, postage, UPS, Federal Express, etc.

4. Costs of faxes at $____ per page.

5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution:	TOWN	[ ]
	CONSULTANT	[ ]
	OTHER	[ ]

PROJECT: _____ DATE:
OWNER: Town of Chino Valley
CONSULTANT:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of
_____

The new compensation under the Agreement including this Change Order will be
_____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____	_____
Consultant	Town of Chino Valley
By _____	By _____
Date _____	Date _____

Mollie Rae – Hwy 89 Drainage Sewer Collection Main Improvements Scope of Work

Table of Contents

Page

Overview 2
Basic Services 3
Task Series 1000 Project Management 3
Task 1100 General 3
Task 1200 Project Meetings & Coordination 3
Subtask 1210 Field Meetings 3
Subtask 1220 Design Phase Coordination and Workshop Meetings 3
Subtask 1230 Submittal Review and Design Review Meetings 3
Subtask 1240 Coordination with Utility Companies 4
Task Series 2000 Mollie Rae Lane – Hwy 89 Sewer Collection Improvements 4
Task 2100 Design Plans 4
Subtask 2110 Field Data Import & Analysis 4
Subtask 2120 Design Development 4
Subtask 2130 Preliminary Design Concept Map 4
Subtask 2140 90% Design 5
Subtask 2145 Draft Specifications & Special Provisions 6
Subtask 2150 Final Plans and Legal Descriptions 6
Subtask 2155 Final Specifications & Special Provisions 7
Special Services 7
Task Series 3000 Special Services 7
Task 3100 Land Surveying 7
Subtask 3110 Field Topography Survey 7
Subtask 3120 Right-of-Way and Property Boundary Survey 7
Subtask 3130 Title Research & Review 7
Other Direct Costs 8
Copying and Courier 8
Scope Assumptions 8

Appendices

Appendix A – Consultant Fees

Overview

Design services for the Town of Chino Valley (Town) Mollie Rae – Hwy 89 Sewer Collection Main Improvements Project (Project) will be performed by Lyon Engineering & Surveying, Inc. (Engineer)

The scope of work associated with this project is based on a series of tasks as follows:

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Mollie Rae – Hwy 89 Sewer Collection Main Improvements
- Special Services
  - Task Series 3000, Special Services
- Other Direct Costs

Tasks and requirements set forth in this Scope of Work have been generally defined by the following major elements:

- Design of approximately six thousand one-hundred feet (6,100 ft) of twelve inch gravity sewer main from the existing sewer main located west of Highway 89 to the existing manhole located east of Mollie Rae Lane
- Identification of existing utilities in the area of the proposed wastewater infrastructure.
- Land Surveying services necessary for detailed field topography of Center Street between the two existing wastewater manholes. This topography will be a supplemental to the Town of Chino Valley aerial topography.
- Boundary survey to locate property monumentation in the area of the project.
- Title research and review to determine the location and ownership of existing right-of-way, easements, tracts, etc. The Town will order the title reports separately from the contract with the Engineer.

The Town will provide the following to the Engineer:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding the Town's utilities (existing and/or proposed) near the project site.
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.

- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from utility companies. Authorization will not include decision-making by Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality control to ensure that all deadlines are met, that the project budget is not exceeded and that the Town receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the Town and CVUSD. Action items and decisions shall be clearly identified in the minutes that are updated monthly.

Subtask 1210 Field Meetings

The Engineer will conduct at least one field walk of the site and meet with the Town Engineer to review all existing utilities in the area, etc.

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the Town to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Subtask 1230 Submittal Review and Design Review Meetings

In addition to the project workshop meetings, the Engineer will conduct submittal and conflict resolution meetings at the 90% and Final design submittals. These meetings will consist of providing the Town with an overview of the content of the submittal, and

review the decision and action items logs and previous redline comments to ensure that the Town comments are being addressed. The design review meetings will occur after the Town has reviewed the submittals and will focus on making sure that Engineer has a thorough understanding of the Town's comments and intent.

- **Deliverables:** Meeting Notes, Action Item List and Decisions List

Subtask 1240 Coordination with Utility Companies

The Engineer will meet and coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 90% and Final design stages. A comment resolution meeting will be held at the 90% design level with the Engineer, utility companies and Town staff.

- **Deliverables:** Plan set submittal at 90% and Final, Comment Resolution Meeting, Meeting Notes

Task Series 2000 Mollie Rae Lane – Hwy 89 Sewer Collection Improvements

Task 2100 Design Plans

Subtask 2110 Field Data Import & Analysis

The Engineer will import and analyze the field data obtained from the field survey of the existing roadways, utilities, and drainage structures and analyze their location in relation to the proposed improvements.

Subtask 2120 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design.

Subtask 2130 Preliminary Design Concept Map

The Engineer will submit to the Town a Preliminary Design Concept Map including the following items.

a) Proposed wastewater plan and profile improvements (if necessary)
b) Existing right-of-way, parcels, and easements
c) Existing utility infrastructure
d) Existing drainage infrastructure
e) Existing topography using the most recent Town aerial mapping
f) Aerial map of the site

- **Deliverables:**
  - Two (2) 24" x 36" (or larger) copies of the Preliminary Design Concept Map

Subtask 2140 90% Design

a) The Engineer will submit to the Town a 90% and Final Design plan set including the following items:
b) Existing conditions including
   i. Right-of-way and easements
   ii. Topography
   iii. Benchmarks
   iv. Adjacent property lines
   v. Existing pavement and curb limits
   vi. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   vii. Building structures
   viii. Fence Lines
c) Proposed improvements (if applicable) including:
   i. Wastewater infrastructure (plan & profile)
   ii. Pavement sections if applicable
   iii. Right-of-way including parcel and owner information
   iv. Preliminary detail sheets
   v. Construction notes
   vi. Engineers Cost Estimate
d) Wastewater Memo stating the capacity of the sewer collection main for future collection use.
e) Legal Descriptions
   i. One legal description will be written if necessary for the new design.

- **Deliverables:**
  - Two (2) 22" x 34" copies of the 90% and Final Design Plan Set
  - Two (2) copies of the total estimated quantities and Engineers Cost Estimate
  - Two (2) copies of the Wastewater Memo
  - One legal description if necessary

Subtask 2145 Draft Specifications & Special Provisions

a) The Engineer will provide draft specifications based on the Town's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

- **Deliverables:**
  - Two (2) copies of the Draft Specifications and Special Provisions

Subtask 2150 Final Plans and Legal Descriptions

f) The Engineer will submit to the Town Final Design plan set including the following items:

g) Existing conditions including
   i. Right-of-way and easements
   ii. Topography
   iii. Benchmarks
   iv. Adjacent property lines
   v. Existing pavement and curb limits
   vi. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   vii. Building structures
   viii. Fence Lines

h) Proposed improvements (if applicable) including:
   i. Wastewater infrastructure (plan & profile)
   ii. Pavement sections if applicable
   iii. Right-of-way including parcel and owner information
   iv. Preliminary detail sheets
   v. Construction notes
   vi. Engineers Cost Estimate

i) Wastewater Memo stating the capacity of the sewer collection main for future collection use.

j) Legal Descriptions
   i. One legal description will be written if necessary for the new design.

- **Deliverables:**
  - Two (2) 22" x 34" copies of the Final Design Plan Set
  - Two (2) copies of the total estimated quantities and Engineers Cost Estimate

- Two (2) copies of the Wastewater Memo
- One legal description if necessary

Subtask 2155 Final Specifications & Special Provisions

b) The Engineer will provide final specifications based on the Town's boilerplate for technical specifications. Items not required for the project shall be deleted from the technical specifications. Items included in the project but not covered by the boilerplate technical specifications will be in the special provisions produced by the Engineer.

➢ **Deliverables:**
- Two (2) copies of the Final Specifications and Special Provisions

Special Services

Task Series 3000 Special Services

Task 3100 Land Surveying

The Engineer shall engage the services of its in house surveyor to conduct office and field related tasks necessary for the design and completion of the Project.

The surveying services to be performed by the Surveyor consist of the following subtasks:

- Field Topography Survey
- Right-of-Way and Property Boundary Survey
- Title Research & Review

Subtask 3110 Field Topography Survey

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities located in the project limits. The Surveyor will utilize the Town datum and control network and will provide coordinates on the Town coordinate system. The field survey will cover the Center Street right of way from Mollie Rae Lane to Hwy 89.

Subtask 3120 Right-of-Way and Property Boundary Survey

The Surveyor will attain and review existing right-of-way, property deeds, plats, and Records of Survey in the vicinity of the Project. From these documents the Surveyor will create ideal coordinates for locations of property corner identifiers such as right-of-way monuments, caps, rebar, nails, etc. The Surveyor will conduct a field survey of the ideal coordinates and locate as many property corner identifiers as can be found. From the field survey the Surveyor will provide a CAD file to the Engineer for use in the production of the base CAD file.

Subtask 3130 Title Research & Review

The Town will supply to the Engineer title reports with accompanying schedule B's per a predetermined list of parcel owners provided by the Engineer. The Surveyor will then review the data and provide a CAD file to the Engineer for use in the production of the base CAD file.

Other Direct Costs

Copying and Courier

The Engineer has added this item to cover various printing costs of concept maps, plan sets, and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Scope Assumptions

1. ADOT coordination and permitting will not be required for this project.
2. Potholing of existing utilities will not be necessary for this project. If utility conflicts are found during the design stage they will be addressed as a separate contract change order or be performed by Town staff.
3. The Town will pay for the required ADEQ construction authorization for a sewer main extension through Yavapai County Development Services.
4. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
5. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
6. The Town will attend all meetings and negotiate easement purchases with private stakeholders without the Engineer.
7. Bid document reproduction and distribution costs will be paid by the Town.

EXHIBIT 'A'

Town of Chino Valley
Mollie Rae - Hwy 89 Sewer Main Improvements

Fee Proposal
Lyon Engineering & Surveying, Inc.
1/29/2016

Task No.	Task Description	GPS	RLS	SMGR	ENG	PE	INSP	CLER	Total	Total
		$ 150	$ 110	$ 125	$ 125	$ 150	$ 85	$ 60		
Task Series 1000	**Project Management**									
Task 1100	General			2		2			4	$ 550
Task 1200	Project Meetings & Coordination									
Subtask 1210	Field Meetings				4			2	6	$ 620
Subtask 1220	Design Phase Coordination and Workshop Meetings					4		2	6	$ 720
Subtask 1230	Submittal Review and Design Review Meetings					6		2	8	$ 1,020
Subtask 1240	Coordination with Utility Companies					8		2	10	$ 1,320
Task Series 1000 Subtotal		0	0	2	4	20	0	8	34	$ 4,230
Task Series 2000	**Mollie Rae - Hwy 89 Sewer Main Improvements**									
Task 2100	Design Plans									
Subtask 2110	Field Data Import & Analysis		16		8				24	$ 2,760
Subtask 2120	Design Development				24	8			32	$ 4,200
Subtask 2130	Preliminary Design Concept				40	10			50	$ 6,500
Subtask 2140	90% Design Plan				120	20			140	$ 18,000
Subtask 2145	Draft Specifications & Special Provisions				40	8			48	$ 6,200
Subtask 2150	Final Design Plan and Legal Descriptions				32	10			42	$ 5,500
Subtask 2155	Final Specifications & Special Provisions				16	2			18	$ 2,300
Task Series 2000 Subtotal		0	16	0	280	58	0	0	354	$ 45,460
Task Series 3000	**Special Services**									
Task 3100	Land Surveying									
Subtask 3110	Field Topography Survey	24	10	2					36	$ 4,950
Subtask 3120	Right of Way and Property Boundary Survey	16	16	1					33	$ 4,285
Subtask 3130	Title Research & Review		8						8	$ 880
Task Series 3000 Subtotal		40	34	3	0	0	0	0	77	$ 10,115
Task Series 1000 through 3000 Subtotal		40	50	5	284	78	0	8	465	$ 59,805
Other Direct Costs										
Copying and Courier										$ 200
Other Direct Costs Subtotal										$ 200
Contract Total										**$ 60,005**

Labor Codes Legend:

GPS - GPS Survey Crew, **RLS** - Registered Land Survey, **SMGR** - Survey Manager, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **CLER** - Clerical

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. d.**

Meeting Date:	03/08/2016
Contact Person:	Michael Lopez, Assistant Public Works Director/Town Engineer Phone: 928-636-2646 x-1226
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Old Home Manor Industrial Park

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with CivilTec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00. Funds to come from EDA grant and accounted for in the Grants Fund. (Michael Lopez, Acting Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Move to approve the professional service agreement with CivilTec Engineering, Inc. for the preparation of engineering construction plans for the Old Home Manor Industrial Park project in an amount not to exceed $196,185.00.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley has been pursuing the development of an industrial park located at Old Home Manor. Recently, the Town received a series of grants from various private, State, and Federal sources. This item will develop the necessary construction documents to prepare a bid ready set of construction plans that will meet the various requirements for each funding source. These construction plans cannot be prepared in-house because of the level of detail required by these grants far exceeds the capability of the current staff, given the current workload.

Applicable "Policy"

n/a

Satisfaction of "Policy"

The approval of this design contract will meet the obligations with the Arizona Commerce Authority (ACA) and Economic Development Administration (EDA) grants. One significant stipulation of this ACA grant was to begin the project before August 19, 2015, preserving the $250,000 grant funds that constitute the majority of the Town's match obligation to the EDA. The Town satisfied the ACA grant by council approving the Professional Service Agreement for this project on August 11, 2015. This agreement has since been terminated after it was determined by EDA that the Town's procurement

process for consultant engineering services was out of date. The Town has since satisfied the EDA procurement requirements, thus satisfying the obligations with the ACA grant.

Summary of Issues and Staff Rationale

Layering of funding is typical in economic development such as the OHM Industrial Park. Coordinating the various layers of funding can be tricky as deadlines do not always coincide with each other. Because Congress did not approve an appropriations bill timely, the 2014 bill ran out, leaving no funding for the December 2014 round; it was canceled and all applications were forwarded to the March 2015 round. This delayed the project three (3) months, which conflicts with the terms of the ACA Rural Economic Development Grant (REDG) that requires initiation of the project within six (6) months of signing the contract for the REDG with ACA. Staff then petitioned the ACA for an extension; the ACA extended the contract by 60 days, bringing us to the August 19, 2015 deadline. Staff will control the work of the engineering so that the significant portion of engineering will be performed upon final approval of funding by the EDA. The EDA will also have the final approval of construction plans. Any professional services contract can be canceled at any time for any reason. In the unlikely event that the EDA not fund this project, this professional services contract can be canceled.

On December 8, 2015, the professional service agreement with CivilTec Engineering Inc. was terminated after it was determined by EDA that the current procurement process for consulting engineering services was out of date. The Town re-advertised 'Request for Proposals', receiving two proposals. Town staff reviewed and scored each consultants proposal and determined that both consultants had met the minimum requirements to be considered for this project. The Town, with the EDA's approval selected CivilTec Engineering Inc.

Findings of Fact

n/a

Fiscal Impact

Fiscal Impact?: yes

If Yes, Budget Code: 07-70-5413

Available: 196,185

Funding Source:

Project will be paid for through the EDA grant and accounted for in the Grant Fund.

Attachments

Agreement

Scope of Work & Fee

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this 8th day of March, 2016, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and CivilTec Engineering, Inc., hereinafter referred to as the "Consultant."

FOR THE PURPOSE of providing professional consulting services for the Town on the Development of engineering construction plans and specifications for the Old home Manor Industrial Park Development, hereinafter referred to as the "Project," Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform and carry out the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A. The Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the Consultant.

1.3.1 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to Consultant's Services.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.4 Consultant shall designate Richard Shroads, P.E., as Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. "Key Personnel" includes the Consultant employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first obtain the approval of Town.

1.3.5 Consultant's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subconsultants on Exhibit B, either by adding, deleting or changing subconsultants, shall require the written consent of Town.

1.3.6 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.7 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

1.3.9 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. Consultant shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Michael Lopez, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from March 8, 2016 through November 1, 2017. All services identified herein shall be completed to the satisfaction of the Town no later than November 1, 2017.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed $196,185.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by Town except as provided herein; nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, 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, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which 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 Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" from Commercial 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 Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 all claims.

4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence and $2,000,000 aggregate; and minimum coverage of $500,000 per occurrence/aggregate for property damage on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., 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 performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : Consultant shall maintain Products and Completed Operations Insurance with a minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: Consultant shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to Consultant pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the Consultant, its subconsultants, employees or any other persons used by Consultant or its subconsultants (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement. Consultant's duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to Consultant for Services performed through the date of termination, Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by Consultant in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to Consultant upon Termination. If the Agreement is terminated, Town shall pay Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subconsultants, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. Consultant agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to Consultant of intent to examine, and done within normal business hours at the mutual convenience of Town and Consultant.

7.3 Ownership of Document and Other Data. The Town acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the Consultant, or, in the event of termination, payment in full of all monies due to the Consultant at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the Consultant. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Consultant. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent Consultant and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Consultant agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Consultant and Town, and Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any subconsultants in performance of the Services, subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further warrant that after hiring an employee, such subconsultant verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Town at its option may terminate the Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subconsultants establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Consultant or subconsultant employee who works on the Agreement to ensure that the Consultant or subconsultant is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such applicable laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Consultant shall protect and indemnify Town and its representatives

against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.10 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

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

7.12 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:	CONSULTANT:
Town Manager Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323	Mr. Richard Shroads, P.E. Civil Tec Engineering, Inc. 2050 Willow Creek Road Prescott, AZ 85301

The address may be changed from time to time by either party by serving notices as provided above.

7.13 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.14 Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, Lyon Engineering & Surveying, Inc., an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay Consultant all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. 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 Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, Consultant may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to Consultant from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C.
Town Attorneys

CONSULTANT

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:
Rick Shroads
Chris Duza
Jeff Fanning

SUBCONSULTANTS:
None

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

2. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the Consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of $_____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at____ cents per mile**.** Any out of state travel must receive prior approval of Town.)

2. Costs of printing, as required by the contract.

3. Cost of long distance telephone, postage, UPS, Federal Express, etc.

4. Costs of faxes at $____ per page.

5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN [ ]
CONSULTANT [ ]
OTHER [ ]

PROJECT: _____ DATE:
OWNER: Town of Chino Valley
CONSULTANT:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of
_____

The new compensation under the Agreement including this Change Order will be
_____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____	_____
Consultant	Town of Chino Valley
By _____	By _____
Date _____	Date _____

CIVILTEC
engineering inc.
Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management ● Surveying
California ● Arizona

February 16, 2016

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

Subject: Professional Engineering and Surveying Services for the Extension of Road 4 North and Jerome Junction and Water and Sewer System Improvements near Gavin Court and the Peavine Trail.

Dear Mr. Lopez:

Civiltec Engineering, Inc. is pleased to provide you with the following Scope of Services for the aforementioned project.

Project Understanding

There are 4 major components to this project:

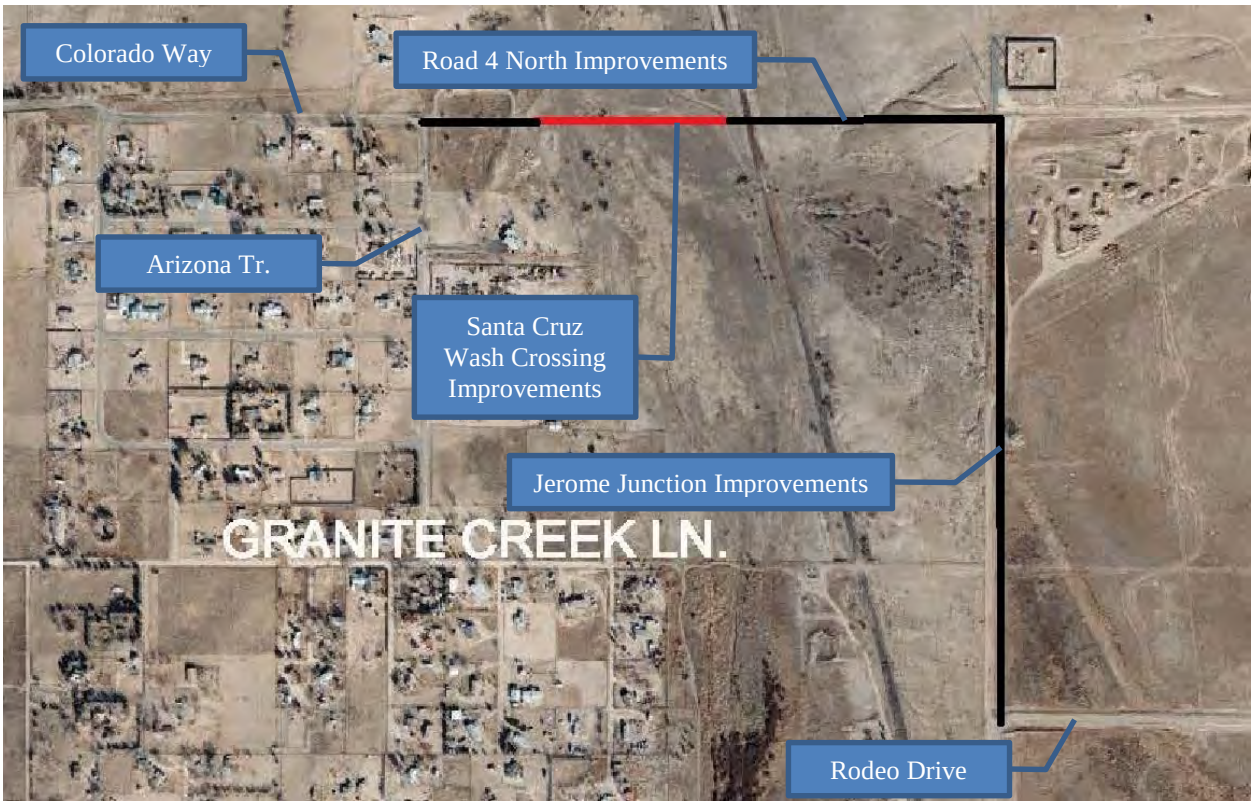
1. Roadway Improvements

Road 4 North will be extended from Arizona Trail to Jerome Junction (approximately 2,400 linear feet). Jerome Junction will be extended from Road 4 North to Rodeo Drive (approximately 2,500 linear feet).

2. Santa Cruz Wash Crossing

Santa Cruz Wash will cross Road 4 North between Arizona Trail and the Peavine Trail. A new 100 year event drainage structure (concrete box culverts) will be constructed at this location. A CLOMR/LOMR will be completed for the new crossing.

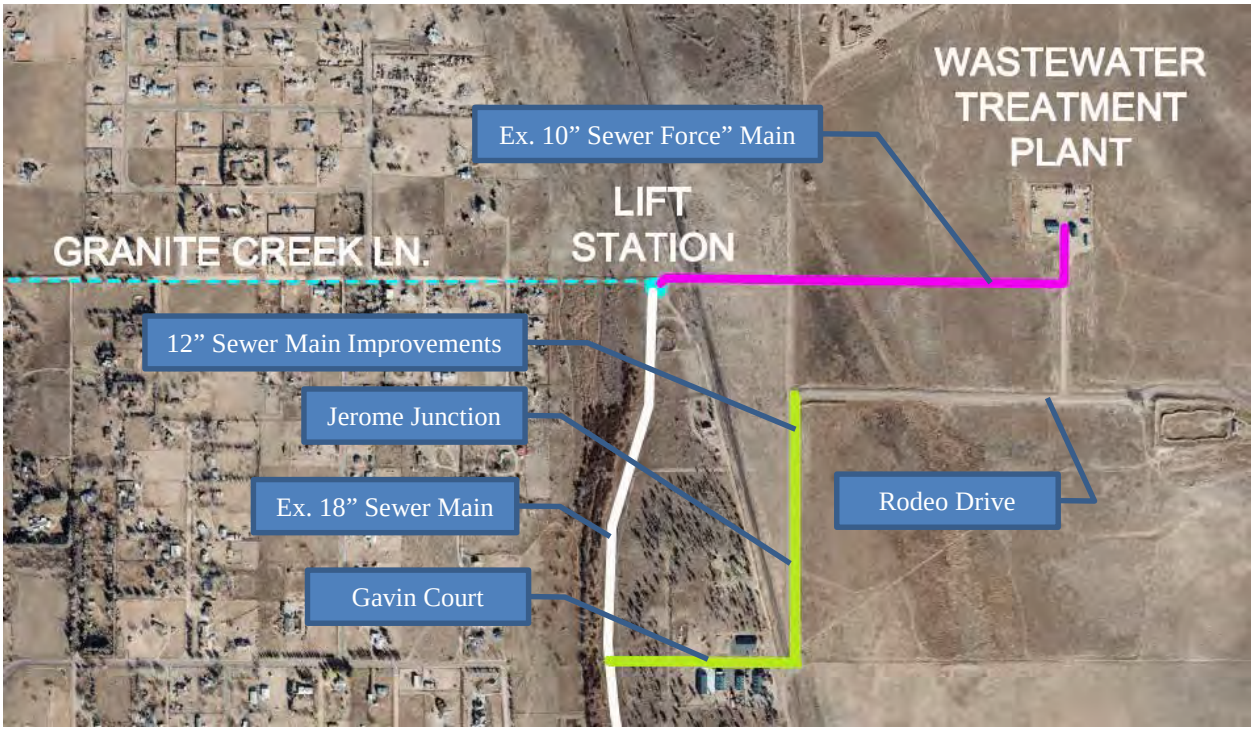
Chino Valley Rd 4 N, Jerome Junction, Water & Sewer Improvements



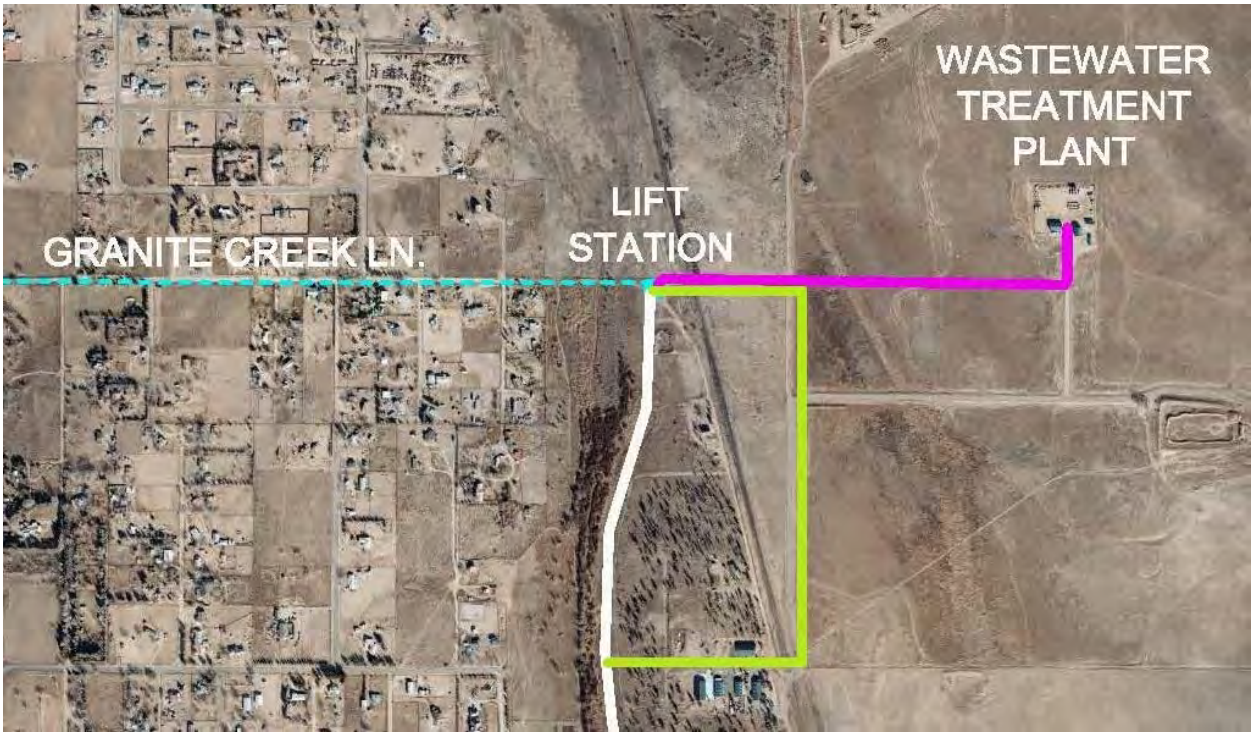
3. Sewer Main Improvements

A new 12” sewer main line will be constructed in the vicinity of Gavin Court and Rodeo Drive. There are 2 options for the sewer main line in this area.

Option 1; a new 12” sewer main line will be constructed from the existing 18” main line along Santa Cruz Wash, along Gavin Court to Jerome Junction (approximately 1,100 linear feet). A new 12” sewer main line will also be constructed along Jerome Junction from Gavin Court to Rodeo Drive (approximately 1,400 linear feet). In this option, the slope of the sewer main will be opposite of the existing ground slope for the majority of this alignment. The ground elevation at Rodeo Drive and Jerome Junction is approximately 4592. Assuming the line is 10 feet deep, the invert will be approximately 4582. We will need about 1,900 LF of line between Rodeo and the high point in the street about midway along Gavin. The minimum slope for a 12” line is 0.2% (1,900 x 0.002 = 3.8 feet, say 4). The high point on Gavin is at about 4605. So, the sewer will be approximately 27 feet deep at the high point (4582 – 4 = 4578….4605 – 4578 = 27 feet. The existing ground at the 18” line tie in point is approximately 4566. Assuming the sewer is about 10 feet deep at this location (4556), we should be able to tie into the existing line. The distance between the high point in Gavin and the existing 18” line is approximately 600 LF.

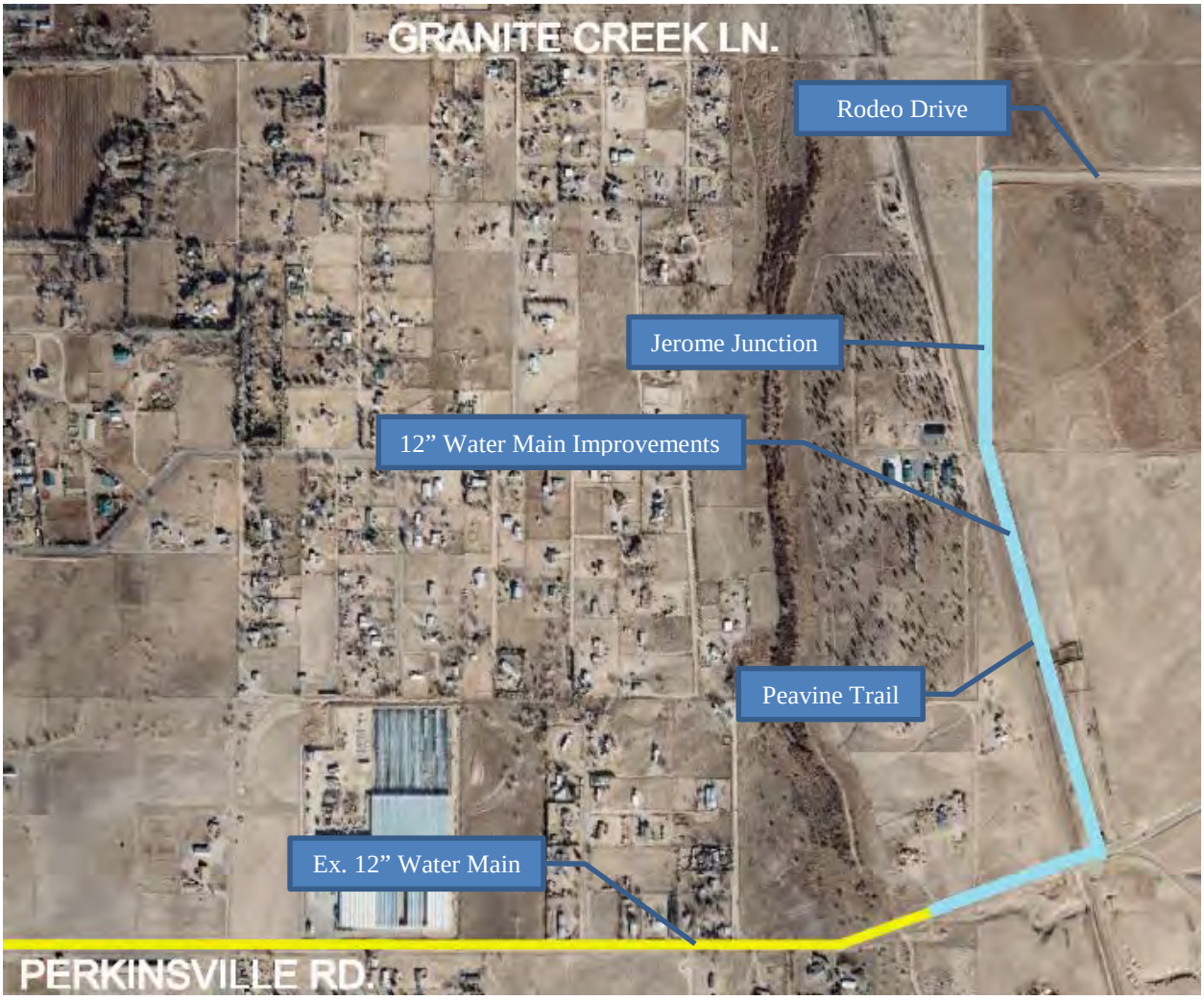


Option 2; A new 12” sewer main line will be constructed from the existing 18” main line in Santa Cruz Wash, along Gavin Court to Jerome Junction (approximately 1,100 linear feet). A new 12” sewer main line will also be constructed along Jerome Junction from Gavin Court to the existing 10” force main along Granite Creek Lane (approximately 2,100 linear feet), then paralleling the force main along Granite Creek Lane and tying into the existing 18” sewer main near the lift station (approximately 750 linear feet). This option eliminates the deep sewer along Gavin Court. The slope of the sewer main from the intersection of Gavin Court and Jerome Junction to the lift station will follow the existing ground slope.



4. Water Main Improvements

A new 12” water main line will be constructed from the end of the existing 12” main line at Perkinsville Road along the Peavine Trail to Jerome Junction (approximately 2,900 linear feet). A new 12” water main line will also be constructed along Jerome Junction from the Peavine Trail to Rodeo Drive (approximately 1,700 linear feet).



Scope of Services

Phase 1 – Design Services

Task 1 – Kickoff Meeting

Civiltec will schedule a Kickoff Meeting with the Town of Chino Valley to discuss the project. The meeting will be held at the Town's offices. We will review the project limits, approach, objectives, and schedule. Known environmental, geotechnical, land, and any other project constraints or concerns should be presented at this meeting. Up to 2 Civiltec staff members will attend this meeting.

Task 2 – Supplemental Design Field Survey

Civiltec will provide field survey along the proposed street, sewer, and water line alignments to supplement the existing topographic mapping and aerial imagery. We will detail relevant existing improvements within the project improvement areas.

Prior to the survey, we will call in a Blue Stake request in the project area. The survey will include all Blue Stake marking.

Task 3 – Base Map Preparation

All project plans will be developed using the Chino Valley 2009 aerial mapping and imagery. The existing mapping in this area is 1" = 100' with a 2' contour interval. The mapping will be supplemented with field survey.

Based on field survey, we will prepare a project base map showing existing utility locations, improvements, easements, and right of way.

Task 4 – Utility Research

This task will include the following research;

- Utility company facility maps for the project area
- As-built information for utilities
- GIS records of utility locations

Task 5 – Utility Company Coordination

Civiltec will provide utility coordination with each respective local utility company. We will coordinate utility relocations with the utility companies as necessary.

Task 6 – 60% Preliminary Construction Plans

Civiltec will prepare 60% Preliminary Construction Plans using AutoCAD Civil 3D Version 2014 format (plan and profile). The plans will be prepared at a horizontal scale of 1-inch = 40 feet (plan view) and a vertical scale of 1-inch = 4 feet (profile view). The 60% Preliminary Construction Plans will include the proposed road, water, and sewer alignments in plan and profile, title sheet, vicinity and location map, abbreviations, legend, utility contacts, survey control, easements, property lines, rights-of-way, typical sections, Santa Cruz Wash crossing preliminary details, and pertinent topographic survey data. The 60% Preliminary Construction Drawings will be provided to the Town of Chino Valley and the utility companies for review.

Task 7 – 60% Preliminary Special Provisions

Civiltec will prepare 60% Preliminary Special Provisions for the project. The Technical Specifications for the project will be the Maricopa Association of Governments (MAG) Specifications. Any modifications or revisions to these Technical Specifications will be reflected in the Preliminary Special Provisions. The 60% Preliminary Special Provisions will be provided to the Town of Chino Valley and the utility companies for review

Task 8 – 60% Preliminary Cost Estimate

Civiltec will prepare a 60% Preliminary Construction Cost Estimate based on the 60% preliminary design. The cost estimate will be provided to Town of Chino Valley for review.

Task 9 – 60% Design Review Meeting

Civiltec will schedule a 60% Design Review Meeting with the Town of Chino Valley. The meeting will be held at the Town's offices. Up to 2 Civiltec staff members will attend this meeting. Civiltec will provide meeting minutes for this meeting.

Task 10 – Gavin Court ROW/Easement Services

Civiltec will provide legal descriptions and exhibits for either the modification of the existing ingress and egress/public utility easements along Gavin Court to include the Town of Chino Valley or the conversion of the existing ingress and egress/public utility easements along Gavin Court to Town of Chino Valley right-of way. There are 8 existing properties associated with the easements.

Task 11 – 90% Pre Final Construction Plans

Civiltec will prepare 90% Pre Final Construction Plans. The 90% Pre Final Construction Plans will consider all 60% review comments and will include all

pre final horizontal and vertical design elements and project details. The 90% Pre Final Construction Plans will be provided to the Town of Chino Valley and the utility companies for review.

Task 12 – 90% Pre Final Special Provisions

Civiltec will prepare 90% Pre Final Special Provisions for the project. The Pre Final 90% Special Provisions will consider all 60% review comments and updates to the construction drawings from the 60% submittal. The 90% Pre Final Special Provisions will be provided to the Town of Chino Valley and the utility companies for review.

Task 13 – 90% Pre Final Cost Estimate

Civiltec will prepare a 90% Pre Final Construction Cost Estimate based on the 90% preliminary design. The cost estimate will be provided to the Town of Chino Valley for review.

Task 14 – 90% Pre Final Design Technical Memorandums

Civiltec will coordinate with the Town to obtain pertinent data and analyses to prepare 90% Pre Final Design Technical Memorandums for submittal to ADEQ for the approval to construct the water and sewer improvements. No hydraulic modeling will be required. All hydraulic data will be provided by the Town. The Preliminary Design Technical Memorandums will be provided to the Town of Chino Valley for review.

Task 15 – 90% Design Review Meeting

Civiltec will schedule a 90% Design Review Meeting with the Town of Chino Valley The meeting will be held at Town's offices. Up to 2 Civiltec staff members will attend this meeting. Civiltec will provide meeting minutes for this meeting.

Task 16 – 100% Final Construction Plans

Civiltec will prepare 100% Final Construction Plans. The 100% Final Construction Plans will consider all 90% review comments and will include all final horizontal and vertical design elements and project details. The 100% Final Construction Plans will be provided to the Town of Chino Valley and Town of Chino Valley and the utility companies.

Task 17 – 100% Final Special Provisions

Civiltec will prepare 100% Final Special Provisions for the project. The Final 100% Special Provisions will consider all 90% review comments and updates to

the construction plans from the 90% submittal. The 100% Final Special Provisions will be provided to Town of Chino valley and the utility companies.

Task 18 – 100% Final Cost Estimate

Civiltec will prepare a 100% Final Cost Estimate based on the 100% final design. The cost estimate will be provided to Town of Chino Valley.

Task 19 – 100% Final Design Technical Memorandums

Civiltec will incorporate all comments from the 90% Pre Final Design Technical Memorandums review and prepare the 100% Final Design Technical Memorandums for submittal to ADEQ for the approval to construct the water and sewer improvements.

Task 20 – Permitting

Civiltec will provide permitting assistance to obtain all necessary permits for the construction of the project. It is anticipated that the following permits will be needed;

- *ADEQ Approval to Construct*, Civiltec will complete the applications and coordinate with ADEQ and the Town of Chino Valley to obtain the permits for the sewer and water improvements.
- *CLOMR, C*iviltec will complete the application, hydraulic modeling, and exhibits to obtain a CLOMR for the Santa Cruz Wash crossing

All fees associated with the CLOMR submittal and ADEQ submittal will be provided by the Town of Chino Valley.

Task 21 – Geotechnical Report – Sub Consultant

Civiltec will utilize the services of a geotechnical engineering sub consultant. This task includes providing up to ten (10) geotechnical borings, lab work, geotechnical calculations, structural section recommendations for the water and sewer mains, box culverts, pavement, base, subgrade treatment, and other possible subgrade enhancement measures for the street improvements, and report all conducted by our sub-consultant ETC, Inc.

Phase 2 – Post Design Services

Task 1 – As-Builts for LOMR

Upon completion of the construction phase of the project, Civiltec will provide hardcopy and electronic as-built drawings based on field survey data obtained after construction. Electronic versions of the as-built drawings will be provided in both a PDF and CAD format.

Task 2 – Permitting

Civiltec will provide permitting assistance to obtain all necessary permits after the construction of the project. It is anticipated that the following permits will be needed;

- *ADEQ Approval of Construction*, Civiltec will complete the applications and coordinate with ADEQ and the Town of Chino Valley to obtain the permits for the sewer and water improvements.
- *LOMR, C*iviltec will complete the application, and exhibits to obtain a LOMR for the Santa Cruz Wash crossing based on the CLOMR

All fees associated with the LOMR submittal and ADEQ submittal will be provided by the Town of Chino Valley.

The estimated fee for the project based on the above scope of services is $196,185.00. A man hour breakdown per task is attached.

Thank you for the opportunity to work with the Town of Chino Valley. We are excited about this project and can begin work immediately.

Please contact me if you have any questions or concerns.

Sincerely,
CIVILTEC ENGINEERING, INC.

Chris Dusza, PE, CFM
Vice President

Chino Valley Rd. 4N, Jerome Junction, Water & Sewer Improvements											
Town of Chino Valley											
Time and Fee Estimate											
Date:	**16-Feb-16**										
	HOURS BY	**HOURS BY**	**HOURS BY**	**HOURS BY**	**HOURS BY**	**HOURS BY**	**HOURS BY**	**HOURS BY**	**HOURS BY**	**Subconsultant**	**TOTAL**
	PIC	**PM**	**PE**	**SE**	**D**	**DD**	**2MS**	**SLS**	**ST**		**COST**
RATE (AZ 2016)	**$ 188.00**	**$ 155.00**	**$ 140.00**	**$ 130.00**	**$ 120.00**	**$ 110.00**	**$ 165.00**	**$ 120.00**	**$ 105.00**	**Cost (1.15)**	
Phase 1 Design Services											
Task 1 - Kickoff Meeting	3	3									$ 1,029.00
Task 2 - Supplemental Design Field Survey			4				40	8			$ 8,120.00
Task 3 - Base Map Preparation	2	4	12	36				40			$ 12,156.00
Task 4 - Utility Research		2		24							$ 3,430.00
Task 5 - Utility Company Coordination	1	2	20	20							$ 5,898.00
Task 6 - 60% Preliminary Construction Plans	20	32	92	92							$ 33,560.00
Task 7 - 60% Preliminary Special Provisions	4	12	24								$ 5,972.00
Task 8 - 60% Preliminary Cost Estimate	1	4	8								$ 1,928.00
Task 9 - 60% Design Review Meeting	6	6									$ 2,058.00
Task 10 - Gavin Court ROW/Easement Services	2	8						36			$ 5,936.00
Task 11 - 90% Pre Final Construction Plans	16	24	68	68							$ 25,088.00
Task 12 - 90% Pre Final Special Provisions	4	6	16								$ 3,922.00
Task 13 - 90% Pre Final Cost Estimate	1	4	8								$ 1,928.00
Task 14 - 90% Pre Final Design Technical Memorandum	4	8	24								$ 5,352.00
Task 15 - 90% Design Review Meeting	6	6									$ 2,058.00
Task 16 - 100% Final Construction Plans	10	20	40	40							$ 15,780.00
Task 17 - 100% Final Special Provisions	1	4	12								$ 2,488.00
Task 18 - 100% Final Cost Estimate	1	2	4								$ 1,058.00
Task 19 - 100% Final Design Technical Memorandum	2	4	10								$ 2,396.00
Task 20 - Permitting	32	20	112	32							$ 28,956.00
Task 21 - Geotechnical Engineering Sub Consultant										$9,000.00	$ 10,350.00
Task 2 - Post Design Services											
Task 1 - As-Builts for LOMR	2	4	8	12			8	2			$ 5,236.00
Task 2 - Permitting	2	2	40	40							$ 11,486.00
HOURS	120	177	502	364	0	0	48	86	0	$9,000.00	1297
BUDGET	$ 22,560.00	$ 27,435.00	$ 70,280.00	$ 47,320.00	$ -	$ -	$ 7,920.00	$ 10,320.00	$ -	$ 10,350.00	**$ 196,185.00**

Civiltec Project Manager

Chris Dusza CD