



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda Town Council

Thursday, October 8, 2020

3:00 PM

Council Chambers

**IN-PERSON ATTENDANCE AT PUBLIC MEETINGS HAS BEEN SUSPENDED UNTIL
FURTHER NOTICE. WATCH LIVE STREAMED MEETINGS AT:
<https://paradisevalleyaz.legistar.com/Calendar.aspx>**

1. CALL TO ORDER / ROLL CALL

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY

PUBLIC PARTICIPATION IN THE MEETING

Members of the public are encouraged to participate in the meeting via the following options:

1. View the live stream at <https://paradisevalleyaz.legistar.com/Calendar.aspx>
 - (a) Click on Calendar Tab
 - (b) Look for Town Council meeting (you may have to select it from the dropdown list) and find the meeting date
 - (c) Click the "In Progress" link in the column titled Video
 2. Zoom Conference
 - (a) Computer: <https://zoom.us/j/6678902153>
 - (b) Telephone: 1 669 900 6833 Meeting ID 667 890 2153
 3. Submitting questions and comments:
 - (a) Visit <https://paradisevalleyaz.legistar.com/Calendar.aspx>, search for the meeting date, and click "eComment". Locate the agenda item you are interested in and click "Comment" (Please submit comments at least 1 hr prior to meeting)
 - (b) Email dmiller@paradisevalleyaz.gov (Please submit comments at least 1 hr prior to meeting)
 4. Speaking during Call to the Public / Public Hearings
 - (a) Visit <https://paradisevalleyaz.legistar.com/Calendar.aspx>, search for the meeting date, and click "eComment". Locate the agenda item and click "Register to Speak". Join the meeting by dialing 1 669 900 6833 Meeting ID 667 890 2153
 - (b) If attending by Zoom Video Conference, click the chat button and enter your name and the agenda item you would like to address
- (These meeting participation guidelines are pursuant to Town Council Resolution 2020-08 adopted March 17, 2020.)*
- Notice is hereby given pursuant to A.R.S. §38-431.02. that members of the Town Council will attend by audio/video conference call.*

2. EXECUTIVE SESSION

- [20-376](#) Discussion or consultation with the Town Attorney for legal advice regarding the Federal Fair Housing Act and reasonable accommodation law as s as authorized by A.R.S. §38 431.03(A)(3.)
- [20-377](#) Discussion or consultation with the Town representatives concerning the recognition of a prior deed that dedicated right-of-way in the vicinity E Lincoln Drive and Quail Run Rd as authorized by A.R.S. §38 431.03(A)(7), and/or legal advice regarding right-of-way dedication as authorized by A.R.S. §38 431.03(A)(3).
- [20-379](#) Discussion and consultation with, and direction to, the Town Attorney regarding the Town Council's position and possible intervention regarding EPCOR Water's Company's pending rate case before the Arizona Corporation Commission as authorized by A.R.S. §38-431.03(A)(4).
- [20-389](#) Discussion and consultation with the Town Attorney regarding pending or contemplated litigation related to Five Star Development project as authorized by A.R.S. §38-431.03(A)(4); and discussion and consultation with the Town Attorney for legal advice regarding the development agreement and associated agreements with Five Star Development as authorized by A.R.S. §38-431.03(A)(3).
- [20-378](#) The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS - APPROXIMATE START TIME 5:00 PM

The Study Session is open to the public however the following items are scheduled for discussion only. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

- [20-382](#) **Award of Contract for the 2022 General Plan Update**
20 Minutes

Staff Contact: Loras Rauch, 348-3595

- [20-390](#) **Discussion of Ordinance No. 2019-07; Revisions to the Zoning Ordinance Relating to Medical Marijuana Dispensaries**
20 Minutes

Staff Contact: Andrew Miller, 480-348-3691

[20-395](#)

**Discussion of Resolution No. 2020-30; Recommending Referral of A
Draft Ordinance to The Planning Commission for Review And
Recommendations to the Town Council Regarding Recreational
Marijuana Establishments**

20 Minutes

Staff Contact:

Andrew Miller, 480-348-3691

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS*****9. CALL TO THE PUBLIC**

Citizens may address the Council on any matter not on the agenda. In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[20-380](#)**Minutes of Town Council Meeting September 24, 2020****[20-391](#)****Minutes of Town Council Meeting October 1, 2020****[20-373](#)****Consider acceptance of Governor's Office of Highway Safety Grants**

Recommendation: Staff recommends authorizing the Town Manager to accept two Governor's Office of Highway Safety grants for \$24,700 total.

Staff Contact: Chief Peter Wingert

[20-388](#)**Adoption of Resolution Number 2020-31; Amendments Human Resources Handbook**

Recommendation: Adopt Resolution Number 2020-31; Amending the Human Resources Handbook

Staff Contact: Jinnett Hancock, 480-348-3520

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[20-383](#)

Award of Contract for the 2022 General Plan Update

Recommendation: Authorize the Town Manager to execute a contract with Michael Baker International in the amount of \$119,928 to be split between FY20-21 and FY21-22 or as approved by the Town Council and a contingency to spend an additional \$4,972 with the total contract amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town.

Staff Contact: Loras Rauch, 348-3595

[20-393](#)

Adoption of Resolution No. 2020- 29 Authorizing the Town Attorney to File a Motion to Intervene in the EPCOR Rate Case Designated as Arizona Corporation Commission (“ACC”) Docket No. WS-01303A-20-0177.

Recommendation: Adopt Resolution No. 2020-29 authorizing the Town Attorney for file a Motion to Intervene in the 2020 EPCOR Rate Case.

Staff Contact: Andrew Miller, 480-348-3691

[20-394](#)

Adoption of Resolution No. 2020-30; Recommending Referral of A Draft Ordinance to The Planning Commission for Review and Recommendations to the Town Council Regarding Recreational Marijuana Establishments

Recommendation: Adopt Resolution Number 2020-30.

Staff Contact: Andrew Miller, 480-348-3691

13. STUDY SESSION ITEMS CONTINUED

[20-396](#)

Resident Questions and Town Update 30 Minutes

Staff Contact: Jill Keimach, 480-348-3533

14. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days.

20-392**Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Jill B. Keimach, Town Manager, 480-348-3690

15. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

16. ADJOURN

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 20-376



Action Report

File #: 20-377

Discussion or consultation with the Town representatives concerning the recognition of a prior deed that dedicated right-of-way in the vicinity E Lincoln Drive and Quail Run Rd as authorized by A.R.S. §38 431.03(A)(7), and/or legal advice regarding right-of-way dedication as authorized by A.R.S. §38 431.03(A)(3).



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 20-379



Action Report

File #: 20-389

Discussion and consultation with the Town Attorney regarding pending or contemplated litigation related to Five Star Development project as authorized by A.R.S. §38-431.03(A)(4); and discussion and consultation with the Town Attorney for legal advice regarding the development agreement and associated agreements with Five Star Development as authorized by A.R.S. §38-431.03(A)(3).



Action Report

File #: 20-378

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).



Action Report

File #: 20-382

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Paul Michaud, Planning Manager
Loras Rauch, Special Projects Planner

DATE: October 8, 2020

DEPARTMENT: Community Development

AGENDA TITLE:

Award of Contract for the 2022 General Plan Update

COUNCIL STATUTORY REQUIREMENTS:

- In accordance with **A.R.S. §9-461.06.K.** on or before the tenth (10th) anniversary of the plan's most recent adoption, the governing body of the municipality shall either readopt the existing plan for an additional term of up to ten (10) years or shall adopt a new general plan.
- In accordance with **A.R.S. §9-461.05** the General Plan shall consist of a statement of community goals and development policies, include maps, any necessary diagrams and text setting forth objectives, principles, standards and plan proposals.
- In accordance with **A.R.S. §9-461.06.M.** once the Town Council adopts the 2022 General Plan it shall be submitted to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least 120 days after the council adopts the plan.

SUMMARY STATEMENT:

It is expected that the process to complete the 2022 General Plan Update will take approximately seventeen (17) months plus an additional 120 days between Town Council adoption and the general election voter ratification.

The Town in accordance with State and local regulations solicited request for proposals (RFPs) from qualified professional consultants to assist the Town in the 2022 General Plan Update process. Below is a summary of the RFP process that led to the selected consultant team:

- The RFP was issued on August 24, 2020.

- Three (3) consultants submitted RFP proposals by the RFP deadline of September 14, 2020.
- A Selection Committee reviewed the three submitted RFP proposals. The Committee was comprised of the Procurement Coordinator, Town Manager, Planning Manager, and Special Projects Planner.
- The Selection Committee met on September 18, 2020 to review and score the RFP proposals. Scoring was based on methodology, experience and expertise, and the cost and terms as described in the RFP solicitation.
- Two of the three consultant teams were selected to interview based on the written scores.
- Interviews were conducted on September 21 and 22, 2020 and scoring of the consultant interviews were based on methodology, experience and expertise, and their answers to specific questions derived from reviewing their proposals.
- Michael Baker International scored the highest in both the RFP response and the interview.

BUDGETARY IMPACT:

The anticipated project budget split is approximately \$49,928 in FY 20-21 and \$70,000 in FY 21-22. There were five optional tasks offered in the Michael Baker International proposal, but staff identified Option #3 - General Plan Ratification Support, as the only optional task to include as a contingency in the amount of \$4,972. Prior to invoking the use of the contingency funds for the identified optional task staff would notify Council as to their need and intent to spend the funds.

The total project case, including contingency for Option #3 General Plan Ratification Support not to exceed \$124,900 will come from the Community Development Department Budget. The approved budget authority for the General Plan will be included in the next FY20/21 Budget Amendment Resolution for Council's consideration.

ATTACHMENT(S):

- A. RFP
- B. Michael Baker International RFP Response/Proposal
- C. Staff Interview Questions for Michael Baker International
- D. Michael Baker International PowerPoint Interview Presentation
- E. Procurement Report
- F. Staff PowerPoint Presentation



TOWN OF PARADISE VALLEY REQUEST FOR PROPOSAL

**SOLICITATION
NUMBER:** RFP No. 20-114-CMD
TITLE: General Plan Update

**PUBLISHED
DATE:** August 24, 2020

**PRE-
SUBMITTAL** September 3, 2020 2:00 PM Local Time

CONFERENCE THIS MEETING WILL BE CONDUCTED BY ZOOM CONFERENCE:

(a) Computer:
<https://us02web.zoom.us/j/86579994701?pwd=bThxeklmdlJMNnBodk1jUFlsdFd6Zz09>

Meeting ID: 865 7999 4701

Passcode: 943011

Find your local number: <https://us02web.zoom.us/u/klaEbDixS>

For help on day of conference, call 480-348-3594

(see full details in Bonfire)

**PROPOSAL
DUE DATE AND
TIME:**

September 14, 2020, 2:00 PM Local Time

Proposal must be submitted in the Town's E-Procurement system at
<https://paradisevalleyaz.bonfirehub.com>.

NOTE: This is a sealed proposal process requiring proposals to be uploaded in the Town's E-Procurement system, Bonfire, before the date/time shown above. All proposals will be date/time stamped upon receipt. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

CONTACT: Peggy Ferrin,
Procurement Coordinator
480-348-3594
purchasing@paradisevalleyaz.gov

Proposals shall be opened at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

IN-PERSON ATTENDANCE IS CURRENTLY SUSPENDED UNTIL FURTHER NOTICE. IF OPENING IS CONDUCTED BY ZOOM CONFERENCE, ATTENDANCE INFORMATION WILL BE PROVIDED AT A LATER DATE.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Table of Contents

INSTRUCTIONS TO OFFERORS/PROPOSERS	4
1. SUBMITTAL RECEIPT AND OPENING	4
2. PRE-SUBMITTAL CONFERENCE	4
3. SOLICITATION AND ADDENDA AVAILABILITY	4
4. SUBMITTAL PROCEDURE	5
5. SOLICITATION QUESTIONS	5
6. ADDENDUM	5
7. PROPOSER'S PRESENTATION	6
STANDARD TERMS AND CONDITIONS	7
1. CERTIFICATION	7
2. APPLICABLE LAW	7
3. CANCEL FOR CONFLICT	8
4. CONTRACT AMENDMENTS	8
5. CONTRACT APPLICABILITY	8
6. PROVISIONS REQUIRED BY LAW	9
7. SEVERABILITY	9
8. SUBCONTRACTS	9
9. RIGHTS AND REMEDIES	9
10. INDEMNIFICATION	10
11. FORCE MAJEURE	10
12. LICENSES	11
13. PUBLIC RECORD	12
14. FUNDING	12
SPECIAL TERMS AND CONDITIONS	13
1. Purpose	13
2. Authority	13
3. Offer Acceptance Period	13
4. Eligible Agencies	13
5. Contract Type	13
6. Term of Contract	13
7. Contract Extension	13
8. Performance Warranty	13
9. Permits and Approvals	13
10. Scope of Work Deliverable	13
11. Investigation of Conditions	14

12.	Acceptance	14
13.	Compensation:.....	14
14.	Payments.....	14
15.	Insurance Requirements	14
16.	Required Insurance Coverage	15
17.	Certificates of Insurance.....	16
18.	Cancellation and Expiration Notice.....	16
19.	Independent Contractor	16
20.	Key Personnel.....	16
21.	Confidential Information	17
22.	Identity Theft Prevention	17
23.	Confidentiality of Records	17
24.	Contract Termination.....	18
25.	Protest	19
	SCOPE OF WORK	20
	PROPOSAL EVALUATION.....	27
1.	GENERAL	27
2.	EVALUATION CRITERIA	27
	PROPOSAL FORMAT AND REQUIRED RESPONSES	30
	COST PROPOSAL FORM	34
	PROPOSAL SIGNATURE PAGE	35
	PROPOSER QUESTIONNAIRE	36
	REFERENCE FORM.....	37
	AFFIDAVIT OF NON-COLLUSION	38
	LITIGATION DISCLOSURE FORM.....	39
	AFFIDAVIT OF ISRAEL BOYCOTT	40
	APPENDIX 1 - TOWN OF PARADISE VALLEY SAMPLE CONTRACT	41

INSTRUCTIONS TO OFFERORS/PROPOSERS

1. SUBMITTAL RECEIPT AND OPENING

Proposal Due Date and Time. Offers/Proposals must be submitted to the Town via the Town's E-Procurement system at <https://paradisevalleyaz.bonfirehub.com> on or before on **September 14 2020 at 2:00 p.m. Arizona time.**

Late Offers/Proposals. Late submittals and/or unsigned Offers/Proposals will not be considered under any circumstances. It is the sole responsibility of the Offeror/Proposer to assure that the Offer/Proposal is delivered and received by the proper time and at the proper place.

Duty to Examine. It is the responsibility of each Offeror/Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its RFP response for accuracy before submitting the RFP response. Lack of care in preparing an RFP response shall not be grounds for modifying or withdrawing the RFP response after the RFP response due date and time, nor shall it give rise to any Contract claim.

No Facsimile or Mail Offers/Proposals. All Offers/Proposals must be uploaded into Bonfire. Offers/Proposals may not be submitted by hand-delivery or facsimile. A hand-delivery or facsimile RFP response shall be rejected.

Amendment or Withdrawal. An RFP response may be withdrawn any time before the Offer/Proposal Due Date and Time. An RFP response may not be amended or withdrawn after the due date and time, except as otherwise provided by applicable law.

Offer/Proposal Acceptance Period. All Offers/Proposals shall remain open for 90 days after the day of the opening of RFP response(s). No Offeror/Proposer may withdraw his/her RFP response during this period.

RFP Response Opening. Offers/Proposals shall be opened, and the name of the offeror shall be read on the Offer/Proposal Due Date, at the place and within a half hour of the time designated on the cover page of this solicitation as the due time, unless amended in writing by the Town.

2. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held on September 3, 2020 at 2:00 PM local time, as indicated on the cover page of this solicitation. **Proposers are highly encouraged to attend the pre-submittal conference.**

3. SOLICITATION AND ADDENDA AVAILABILITY

All solicitation documents and addenda are available for download. Solicitation documents will NOT be available to pick-up in person. You must download the solicitation from the following: <https://paradisevalleyaz.bonfirehub.com>.

4. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the forms contained herein (or as otherwise specified). Offerors/Proposers shall submit their RFP response on the following: <https://paradisevalleyaz.bonfirehub.com>.

The RFP response shall be typed or in ink. Erasures, interlineations or other modifications in the submittal shall be initialed by the Authorized Representative signing the Offer & Acceptance/Proposal Signature Page document. **Faxed or hand-delivered or emailed submittals will not be considered.** LATE SUBMITTALS WILL NOT BE CONSIDERED.

The Pricing Proposal page (if applicable) containing pricing must be completed. The name of the Consultant/Company must be listed on the page.

To be considered a Responsive Proposal, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an Authorized Representative(s) eligible to sign contract documents for the party and is part of the original bid/proposal submittal due at the stated due date and time indicated in the solicitation.

5. SOLICITATION QUESTIONS

Contact with Town Personnel. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, should be directed solely to the Procurement Coordinator (Town contact) listed on the cover page of the solicitation. **During pendency of this Solicitation, contact with other Town Staff, elected or appointed officials, or selection committee members concerning this Solicitation at any time, in any venue, is strictly prohibited and will be grounds for disqualification.**

Solicitation Questions. All solicitation questions, except those presented at the pre-submittal meeting, **MUST** be posted in the Town's E-Procurement system, Bonfire at <https://paradisevalleyaz.bonfirehub.com>, no later than **4:00 PM LOCAL TIME, September 4, 2020**, so that adequate time is available to post any response as an Addendum to the Solicitation. Any inquiries received after the specified time will be reviewed on an individual basis to determine if a response would be advantageous to the Town.

It is your responsibility to give notice, in the form of written questions, before the RFP response opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the Town failed to include in this solicitation or that should have been included, and by your notice the Town could have cured the problem if the item or issue had been timely raised or objected to. Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest you file.

Town shall consider the relevancy of the inquiry but is not required to respond. Verbal inquiries, in person or by telephone, will not be answered.

6. ADDENDUM

This RFP may only be modified by a written Addendum. An Offeror/Proposer shall not rely on verbal responses to inquiries. **A verbal reply to an inquiry does not constitute a modification of the Solicitation.**

Potential Offerors/Proposers are responsible for obtaining all Addendums via the Town's E-Procurement system at: <https://paradisevalleyaz.bonfirehub.com>. You must download the solicitation from this website in order to be automatically notified of associated Addenda.

Any Addenda shall become part of the resulting Contract. By signing and submitting an offer or proposal, the Offeror/Proposer is acknowledging that it will abide by all Addenda issued prior to

the opening of the Offers/Proposals and agreeing that all pricing takes into account all such Addenda. **The Offeror/Proposer is responsible to be aware of ALL addenda before submitting a proposal.** The Town takes no responsibility for any Addenda that an Offeror/Proposer has failed to address in its submittal and will hold the Offeror/Proposer responsible that its Offer and all pricing encompasses all issued Addenda.

THE TOWN WILL NOT BE RESPONSIBLE FOR OFFERORS/PROPOSERS MAKING ADJUSTMENTS TO PROPOSALS BASED ON ORAL REPRESENTATIONS OR INSTRUCTIONS BY ANY MEMBER OF THE TOWN STAFF OR ANY AGENT. SUBMITTALS DEVIATING FROM THE REQUIREMENTS CONTAINED IN THIS SOLICITATION BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM ISSUED BY THE TOWN ARE SUBJECT TO REJECTION.

7. PROPOSER'S PRESENTATION

Proposers may be invited to make a presentation. If invited, Offerors/Proposers will be notified of the date and time of the presentation by the Town. Interviews with the selected top ranked firms is tentatively scheduled for September 21, 2020. Please hold this date available.

STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Proposal Signature Page, the Services Provider (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The Town may, by written notice to the Consultant, cancel this Contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the Town or any member of the RFP evaluation committee with a view toward securing favorable treatment with respect to the awarding or amending of the Contract, or securing an order, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the Town pursuant to this provision, the Town shall be entitled to any other rights and remedies.
3. **APPLICABLE LAW:** In the performance of this Contract, Consultants shall abide by and conform to any and all laws of the United States, State of Arizona, Maricopa County and Town of Paradise Valley including but not limited to federal and state executive orders providing for equal employment,, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to this Contract.

Consultant specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this Contract pertains to construction, Consultant must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to the Town that Consultant and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject Consultant to penalties up to and including termination of this Contract at the sole discretion of the Town. Pursuant to Arizona law, the Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractors to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if Consultant or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Consultant enters into with any Subcontractors who provide services under this Contract or any subcontract.

“Services” is defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Consultant warrants, for the term of this Contract and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, in the State of Arizona.

4. **CANCEL FOR CONFLICT:** This Contract is subject to the provisions of ARS §38-511. The Town may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
5. **CONTRACT:** The Contract between the Town and the Consultant shall consist of (1) the Contract to be executed with the successful Offeror/Proposer; 2) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (3) the offer submitted by the Consultant in response to the solicitation.

Document Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

- i. Signed and fully executed Amendments, if any, to this Contract, Contract No. CON-20-114-CMD
 - ii. Signed and fully executed Contract No. CON-20-114-CMD, including Exhibits and Attachments
 - iii. Consultant’s Response to RFP No. 20-114-CMD
 - iv. Addenda to RFP No. 20-114-CMD
 - v. RFP No. 20-114-CMD
 - vi. Instructions to Bidders
 - vii. Other documents referenced or included in the RFP or Contract
6. **CONTRACT AMENDMENTS:** This Contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.
 7. **CONTRACT APPLICABILITY:** The Offeror shall conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All

previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this Contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Consultant shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Consultant to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Consultant or its assets, without prior written permission of the Town. The Town, at its option, may cancel this Contract in the event Consultant undertakes a delegation or assignment without first obtaining the Town's written approval. Consultant agrees and acknowledges that it would not be unreasonable for the Town to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the Town.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Town. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the Town and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for Contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's Offer shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Town to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law,

or the Town's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless Town and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than Town or Consultant) and that arises out of or results from the breach of this Contract by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Contract, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

d. Insurance provisions set forth in this Contract are separate and independent from the Indemnification requirements and provisions of this Contract and shall not be construed in any way to limit the scope and magnitude of the Indemnification requirements and provisions. The Indemnification requirements and provisions of this Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, riots, acts of war, epidemics, disaster, strikes (except those involving a Party's employees, sub-contractors, or agents), fire, power failures, governmental regulations imposed after the fact, or other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- i. Last minute failure of equipment, including but not limited to office equipment, is not force majeure.
- ii. Late performance by a sub-contractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this Paragraph, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The Town may, at reasonable times and places, audit the books and records of any Consultant as related to any Contract held with the Town. This right to audit also empowers the Town to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty made pursuant to Paragraph 3 above.
20. **WARRANTIES/STANDARD OF CARE:** Consultant warrants that all services delivered under this Contract shall conform to the specifications of this Contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty and/or standard of care requirements may be set forth in the solicitation and/or Contract.
21. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
22. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Town, shall constitute a breach of the Contract as a whole.
23. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
24. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Consultant or any other person except with the prior written permission of the Town.
25. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN TOWN PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and

encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

26. **COST OF PROPOSAL PREPARATION:** The Town shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
27. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the Town during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Consultant or a Subcontractor with the Consultant Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the Town is ordered or otherwise directed to do so by a court of competent jurisdiction.
28. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the Town.
29. **PURCHASE ORDERS:** The Town shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
30. **FUNDING:** If the Town Council does not appropriate funds to continue this Contract after the current fiscal year (July 1, 2020 to June 30, 2021), the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the Consultant at least 30 days before the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of that period.
31. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
32. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any Town elected official or any Town employee other than the, the procuring department, Town Manager, or Town Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a Notice of Award. The Procurement Coordinator shall disqualify an Offeror's proposal for violation of this provision.

SPECIAL TERMS AND CONDITIONS

1. **Purpose:** Pursuant to provisions of the Town Procurement Policy, the Town of Paradise Valley intends to establish a contract for services for the 2022 General Plan to update the Town's 2012 General Plan.
2. **Authority:** This Solicitation as well as any resultant Contract is issued under the authority of the Town. No alteration of any resultant Contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a breach of the contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any Contract resulting from this Solicitation shall be for the exclusive use of the Town of Paradise Valley.
5. **Contract Type:** Fixed Price with payment split between two (2) fiscal year budgets.
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall continue for a period of the earlier of twenty-four (24) months from the date of award or until all work required by the Consultant is completed and accepted by the Town. Work shall not commence until authorization to proceed is received from the Town.
7. **Contract Extension:** By mutual written contract amendment, any resultant Contract may be extended for one (1) additional six (6) month period. If the Contract is extended, the total length of the contract shall not exceed thirty (30) months.
8. **Affirmative Action:** It is the policy of the Town that suppliers of goods or services to the Town adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The Town of Paradise Valley encourages diverse suppliers to respond to solicitations for products and services.
9. **Price Adjustment:** No price adjustment will be allowed for the resultant Contract.
10. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Contract creates any contractual liability between the Town of Paradise Valley and any Subcontractor; however, the Town of Paradise Valley is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Contract into its respective Subcontracts, supply agreements and purchase orders.
11. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the Town to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
12. **Scope of Work Deliverable:** The successful Consultant may prepare amendments to and provide a further detailed Scope of Work for the project. The finalized Scope of Work shall

include the agreed upon approach, method, format, and timing of the individual project phases and for the completion of the project.

13. **Work Review:** All work shall be subject to comment and review, by the Town and/or the public at project milestones, completion of various phases, and other reasonable times during the Contract. The Consultant shall provide and maintain both a comment matrix and a review and routing system which is acceptable to the Town.
14. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
15. **Acceptance:** Determination of the acceptability of work shall be completed by the Town in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
16. **Compensation:** Compensation for services shall be based upon pricing identified in Consultant's Response to RFP-20-112-CMD and as more fully set forth in the resultant Contract.
17. **Invoices:** The Consultant shall submit invoices to the Town of Paradise Valley Accounts Payable Department, 6401 East Lincoln Drive, Paradise Valley AZ 85253.
18. **Payments:** The Town shall pay the Consultant pursuant to the agreed-upon schedule based upon Consultant's Response to RFP 20-114-CMD and as more fully described in the resultant Contract. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
19. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work performed under the Contract. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors. The herein stipulated minimum insurance shall be placed with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- or better.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the Town, at its option, may

require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The Town reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The Town shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. **Required Insurance Coverage:**

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with limits of no less than \$500,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the work under this Contract or the general aggregate limit shall be twice the required occurrence limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the Town with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with Solicitation or Contract number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the Town.

23. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Contract are being provided by him as an independent Consultant, not as an employee or agent of the Town Manager or the Town of Paradise Valley.
- ii. Both parties agree that this Contract is nonexclusive, and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The Town of Paradise Valley shall not be liable for any acts of Consultant outside the scope of authority granted under this Contract or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the Town is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent contractor; therefore, the Town will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA).

24. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Town.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the Town, and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Confidential Information:**

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Coordinator of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Procurement Coordinator makes a written determination.
- c. The Procurement Coordinator shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Coordinator determines to disclose the information, the Procurement Coordinator shall inform the person in writing of such determination.

26. **Identity Theft Prevention:** The Consultant shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the Town or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the Town. Consultant also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Consultant as needed for the performance of duties under the Contract. Consultant agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Consultant is required under this contract to review the Town of Paradise Valley’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the Consultant will have the following Identity Theft procedures in place:

- a. Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the Town shall be notified in advance before any information is posted. The Town reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract’s retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

27. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town or from others in carrying out its functions

under the Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract. These provisions shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

28. **Business in Arizona:** The Town will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
29. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the Town and as such, may be terminated without default by the Town by providing a written notice of termination.
30. **Cancellation:** The Town reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The Town will issue written notice to the Consultant for acting or failing to act as in any of the following:
 - a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Consultant fails to make progress in the performance of the Contract and/or gives the Town reason to believe that the Consultant will not or cannot perform to the requirements of the Contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the Town. Failure on the part of the Consultant to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:

- a. Cancel any Contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the Contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
 - d. In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.
31. **Contract Default:** The Town, by written notice of default to the Consultant, may terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Consultant fails to make delivery of the supplies or to perform the services within the

time specified; or

- b. If the Consultant fails to perform any of the other provisions of this Contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the Town terminates this Contract in whole or part, the Town may procure supplies or services similar to those terminated, and the Consultant shall be liable to the Town for any excess costs for such similar supplies or services.

- 32. **Protest:** A Protest must be in writing and be filed with the Procurement Officer, c/o Town Clerk, within seven (7) days after the Offeror/Proposer knows or should have known the facts and circumstances upon which the protest is based but in no event shall the protest be filed later than seven (7) days after issuance of the Notice of Intent to Award. Firms wishing to respond to a disqualification or a procurement outcome may refer to Town Code, Article 3-8 (Procurement and Materials Management) and the Town of Paradise Valley Administrative Policy 14 (AP14 – Procurement), Section 2.3.19, which governs protest procedures utilized throughout the selection process.

A protest must include:

- a. The name, address, telephone number and email of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
 - e. The form of relief requested.
- 34. **Town of Paradise Valley Procurement Code and Policy:** All procurement activities shall be pursuant to the requirements of the Town Procurement Code (Art. 3-8 Procurement and Materials Management) and the Town's Procurement Policy, (Administrative Policy, AP 14).

Town Code can be found at:

<http://paradisevalleyaz.gov/DocumentCenter/Home/Index/30>

Administrative Policy 14 can be found at:

<http://www.paradisevalleyaz.gov/DocumentCenter/View/5172>

or obtained as a hard copy by request to the Purchasing department for a fee of 10 cents per page for copying.

SCOPE OF WORK

Section 1.1: GENERAL PROJECT OBJECTIVES

The general objective by the Town of Paradise Valley (the “Town”) is to develop a 2022 General Plan to update the Town’s 2012 General Plan through a process that complies with Arizona Revised Statutes, Town codes, and meets the concierge level of engagement Town residents expect for a long-range planning process. The overall timeframe for the General Plan update process from hiring of the consultant to ratification is October 2020 to August 2022. The consultant should anticipate active engagement by the Town Council, Planning Commission, and Town residents that requires quick responses, detailed explanations by experts on that topic, and planning on unexpected meetings to accommodate focused discussions that may arise during the process. As such, the proposed scope of work from the consultant shall take this into consideration.

The end deliverable will be the new 2022 General Plan the Town can rely on for the next ten years. However, the expectation is that the 2022 General Plan will be as succinct as possible and not result in a major shift of the Town’s vision and values. The 2022 General Plan will likely retain many of the same or similar components that promote the Town’s vision and values and will refine aspects in the current General Plan that have been met or no longer align with the Town’s vision and values. These vision and values include enhancing the premier, low density, residential character of the Town; preserving the sense of privacy, quiet, dark skies, open spaces, and natural environment that residents enjoy; following a limited government model on land use decisions that balance the powers of local government and individual property rights; and limits commercial development to best harmonize with the Town’s vision and values in a way that respects the quality of life of Town residents while still affording the ability of the Town’s world-class resorts and other existing non-residential properties to evolve and change.

The Town’s limited government approach and limited staff require the need to seek consultant services for the 2022 General Plan. The consultant’s proposal shall seek to keep overall costs low by identifying opportunities for cost-saving measures. Said proposal shall incorporate the following items in the phases outlined in this request but does not necessarily need to be exactly as described. The Town encourages the consultant to bring forward approaches, tasks, and other public engagement methods its finds will work for current demographics within the Town of Paradise Valley. The proposal shall highlight projects and consultant member experience in working in a community similar to Paradise Valley.

The selected consultant will lead the planning process and develop project deliverables with oversight from the Special Projects Planner. All work shall be completed in accordance with applicable State Statutes and Town standards within the agreed upon timeline. The intent of the Scope of Work is to serve as a framework which consultants can use to develop a more detailed scope of services based on their professional expertise and knowledge. The final scope of services will be developed in collaboration with the selected firm and Town staff prior to contract approval by the Town Council.

❖ **PHASE 1: PROJECT START-UP** *(estimated this Project Start-Up phase would start in October of 2020).*

The Consultant Shall:

1. Conduct preliminary administrative tasks including, but not limited to:
 - a. Review the current 2012 General Plan and other background materials such as the Town's history, demographic and Census data, other Town plans such as the Visually Significant Corridors Master Plan, Walk and Bike Plan, and other relevant information;
 - b. Meet with Town staff and elected officials to discuss issues such as the project goals, opportunities, information needs, roles and responsibilities, expectations, and logistical issues;
 - c. Gather base GIS data, maps, and other technical information needed from staff; and
 - d. Review adjacent agencies, regional, and other General Plans or plans that may impact the Town of Paradise Valley, in particular the Cities of Phoenix and Scottsdale and Maricopa County, with a deliverable that summarizes the key components of this research and how these key components may impact the Town.
2. Prepare a Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code. The goals of the Public Participation Plan are to:
 - a. Create awareness and understanding of the General Plan;
 - b. Seek to receive input from a broad, cross-section of the community;
 - c. Understand residents' attitudes and opinions regarding the direction of the Town's growth and development, key issues facing the Town, and their views regarding the Town's future;
 - d. Affirm community vision and values;
 - e. Identify common ground on issues where there is a diversity of perspectives;
 - f. Promote intergovernmental and interagency cooperation and collaboration;
 - g. Include follow-up meetings with stakeholders to report on project progress and findings and solicit feedback on findings and recommendations; and
 - h. Use approaches that recognize that the 2022 General Plan vision and many components will likely be similar to or more of an updating of the 2012 General Plan.

The Public Participation Plan should include various ways to encourage resident involvement and broad-based participation. The consultant proposal should identify how best to accomplish this participation as well as a timeline for creation and adoption of the Public Participation Plan.

3. Attend and assist Town staff during the Town Council approval of the Public Participation Plan. Approval of the Public Participation Plan will require at least one study session meeting and an action meeting by the Town Council. Approval of the Public Participation Plan shall include an explanation of the scope of work to be performed, explanation of stakeholder level of involvement, and an overview of the project schedule.

4. Conduct a kick-off meeting with the Town Council and others who will be responsible for regularly reviewing the progress of the project and providing input to the consultant and staff in a public setting.
5. Research, collect, and synthesize the necessary background data for the 2022 General Plan that will culminate into an existing data background report or appendix. This would include, and may not be limited to, the historical context for the Town of Paradise Valley, annexation data, existing land use data by zoning district, undeveloped land, water service improvements, and other related information collected on the elements in the 2022 General Plan. Town staff will provide the consultant with any available data.

❖ **PHASE 2: VISIONING AND GATHERING INPUT**

The Consultant Shall:

1. Prepare and edit with Town Staff review an informational brochure of Frequently Asked Questions (FAQs) about the General Plan update to be placed on the Town's website and available for distribution at General Plan public meetings.
2. Develop drafts and prepare a final vision statement for the 2022 General Plan from the input received by the various approaches used in the Public Participation Plan.
3. Conduct visioning workshops, stakeholder meetings, and/or other public meetings as identified in the Public Participation Plan in such a manner that encourages interaction and public input. Conducting the meetings includes, and may not be limited to, preparing notices, preparing meeting material, providing large scale color maps and visuals, providing attendee contact information, and documenting the input for retention purposes. Town staff will manage any Town media sources such as the Town website, Alert software, and newspaper notices.
4. Prepare meeting minutes for all workshops, stakeholder meetings and/or other public meetings per the Public Participation Plan. Input shall be recorded and addressed in the plan or an explanation as to why the comments were not addressed is to be provided, in writing, to Town staff. The consultant will be responsible for all preparation required and meeting coordination for said meetings (i.e. attendee sign-in sheets, meeting setup). The consultant is also responsible for the development of meeting notification material, (i.e. press release and meeting flyers). Town staff will be responsible for the coordination of location, issuing press releases, and notifying the public. Also, Town staff will prepare meeting minutes for any Planning Commission and Town Council meetings.
5. Prepare future projections and impact based on the elements in the 2022 General Plan that will be included as part of the background report or appendix. This may include, and is not limited to, the following: land use assumptions on future land use, density, and development intensity; identification of relevant sustainable development trends that may impact the Town of Paradise Valley, such as impacts on circulation and parking from autonomous vehicles and ridesharing; other green infrastructure; population projections; housing type data; evaluation of street cross sections, including impacts on types of curbing; and options to address cut-through vehicular and non-motorized traffic in neighborhoods.

❖ **PHASE 3: DEVELOPMENT OF 2022 GENERAL PLAN DRAFT**

The Consultant Shall:

1. Prepare a 2022 General Plan draft for staff and stakeholder review, which shall include the following:
 - a. Include an introduction, elements as required by ARS § 9-461.05 and an implementation section and glossary section;
 - b. Provide an implementation section that reflects the Town's Capital Improvement Program (CIP); identifies tasks, timeframe, and responsible parties. Where applicable, this component shall cover estimated costs;
 - c. Consider a different plan format, adding/removing elements or components, and/or combining elements based on Phase 1, Project Start-Up, and Phase 2, Visioning and Gathering Input. The Town of Paradise Valley 2012 General Plan has seven (7) elements: Land Use and Development, Community Character and Housing, Mobility, Open Space and Recreation, Environmental Planning and Water Resources, Sustainability, and Public Facilities/Services and Cost of Development;
 - d. Consider drafting and reviewing elements individually or in groups to make the process manageable for consultants, reviewers and the public;
 - e. Draft a plan that is easy to use, easy to read and easy to understand. Design the plan to be inspiring visually, graphically and intellectually;
 - f. Present the 2022 General Plan draft and/or elements for review and input in a manner that is consistent with the adopted Public Participation Plan;
 - g. Provide opportunity for periodic Town Council and Planning Commission updates and/or review of the 2022 General Plan draft, draft plan components, and/or preliminary plan drafts; and
 - h. Prepare a complete draft plan at each stage of the review and approval process for staff and the public reviewing body. Each new draft shall include all up-to-date edits and changes agreed upon by the previous reviewing body along with an updated comment matrix. Based on the Town Council action, the consultant may be required to make final edits or other changes to the 2022 General Plan prior to the Plan being submitted for ratification by the public in August 2022.
2. Create the artwork (maps, graphics, photos and visuals) for the 2022 General Plan. Maps and visuals may be provided in PDF format during Phases 1 through 4, unless directed otherwise by Town staff. All visuals that include such items as charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town in Adobe InDesign 8.0 or newer or ArcGIS 10.3.

❖ **PHASE 4: PUBLIC BODY RECOMMENDATION AND APPROVAL**

The Consultant shall:

1. Assist Town staff with the coordination and material for the sixty (60) day notice noticing to agencies and other local governments for review and comment of the 2022 General Plan draft in conformance with the Arizona Revises Statutes, including Maricopa County, Cities of Scottsdale and Phoenix, Maricopa Association of Governments and related Committees such as the Population Technical Advisory Committee and the Transportation Policy

Committee, Arizona Commerce Authority, Arizona Department of Water Resources, Arizona State Land Department, as well as other regional, state and federal agencies, and any person or entity that requests in writing a copy of the proposed plan.

2. Prepare an executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the 2022 General Plan for Town staff review and approval, with any revisions made to this summary as the 2022 General Plan completes Phase 4, Public Body Recommendation and Approval
3. Prepare, make revisions to the 2022 General Plan, and attend a minimum of four (4) Planning Commission meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include three (3) work sessions and one (1) meeting at which the Planning Commission votes on a recommendation of the 2022 General Plan draft to the Town Council. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s) and may require presentation and/or addressing questions.
4. Prepare, make all recommended revisions to the 2022 General Plan after the Planning Commission meeting(s), and attend a minimum of three (3) Town Council meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include two (2) work sessions and one (1) meeting at which the Town Council votes on the 2022 General Plan draft. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s), and may require presentation and/or addressing questions.
5. Draft the final 2022 General Plan, making all recommended changes, after completion of Phase 4, Public Body Recommendation and Approval.

❖ **PHASE 5: VOTER RATIFICATION**

The Consultant shall:

1. Be aware, and if necessary, adjust the project scope accordingly to meet the Town's goal in placing the 2022 General Plan on the August 2022 ballot. Town staff will make most of the necessary arrangements to place the 2022 General Plan on the ballot. However, the consultant's proposal should include an option to assist with promotion of the 2022 General Plan. Notifications include, and are not limited to, the following:
 - a. Notify at least one hundred twenty (120) days prior to the election, the Maricopa County Elections Department of the intent to place the 2022 General Plan on the August 2022 ballot; and
 - b. Notify at least one hundred five (105) days prior to the election the final ballot language to the Town Clerk.
2. Include in the consultant's proposal an option to assist Town staff with promotion of the 2022 General Plan which may include, and not be limited to the following:
 - a. Prepare a general description of the 2022 General Plan and its elements in a Town pamphlet, with copies available in at least two locations accessible to the public;
 - b. Write and disseminate press releases and articles in the "Town Reporter", *Paradise Valley Independent* and the *Scottsdale Republic*;

- c. Continue to reference and update the Town's website;
- d. Add flyers to utility bills regarding the upcoming vote;
- e. Continue to post the schedule of meetings on the website and Town bulletin board;
- f. Place static displays at Town facilities; and
- g. Prepare, promote, and deliver a public outreach program to homeowners' associations and other community groups.

❖ **PHASE 6: PROJECT CLOSE OUT**

The Consultant shall:

1. Provide the final 2022 General Plan document and any associated appendices in an electronic, editable format acceptable to the Town within thirty (30) calendar days after Town Council approval of the 2022 General Plan. This format shall allow for the ease of making hard copy prints of the General Plan and appendices. There shall be at least two versions of the General Plan, one version in PDF and one version in Microsoft Word 2010.
2. Provide all final artwork, including but not limited to, such items as graphic, photos, charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town such as Adobe InDesign 8.0 or newer or ArcGIS 10.3. Photos shall be in JPEG format.
3. Provide the executive summary, background report or appendices that includes all the primary General Plan drafts, visioning and public input material, public outreach materials and pamphlets, noticing, and associated project material in PDF format.

Section 1.2: OTHER TASKS

The Consultant shall:

1. Prepare and timely submit, to the Town's project manager of the 2022 General Plan, such periodic, intermediate performance reporting, financial status, and final reports and records, as may be requested by the Town and as are applicable to the project, which will include: (a) At least monthly written progress/performance reports due the last day of each month; (b) As needed between monthly progress reports, conference calls and/or meetings with Town staff to share ideas, gather information, clarify items, and discuss other information related to the project; and (c) Written notice of any proposed substantial change in the project, including proposed changes in the agreed upon scope, design and layout of the General Plan, and changes to the timeline
2. Be available to attend and may require providing information for regular briefings during the project to the Town Council and/or Planning Commission to keep them informed of actions concerning the development of the update to the General Plan. The proposal should include a total of at least four (4) briefings to either the Planning Commission and/or Town Council.
3. Indicate in the proposal any additional tasks that add value and will enhance the 2022 General Plan process that are currently not included in the scope of work. The scope should clearly identify tasks, if any, which the Town of Paradise Valley will be responsible to do.
4. Include an option and/or fee should the consultant be needed at additional Planning Commission and Town Council meetings.

Section 1.3: *DELIVERABLES*

The proposal from the consultant shall take into consideration the following deliverables, although the proposer may identify additional deliverables within their proposal:

1. A Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code.
2. A background report or appendix on existing and proposed trends related to the elements in the 2022 General Plan. Town staff will assist the consultant with available data.
3. An informational brochure of Frequently Asked Questions (FAQs) about the General Plan.
4. A 2022 General Plan in a finished format for ratification. The consultant should expect to produce three (3) complete draft plans of the 2022 General Plan, in addition to making edits and changes between draft plans as the draft plan moves to the different bodies reviewing, making recommendation, or approving the 2020 General Plan.
5. An executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the General Plan update for Town staff review and approval, with any revisions made to this summary as the draft 2022 General Plan completes Phase 4, Public Body Recommendation and Approval.
6. A Town pamphlet with a general description of the 2022 General Plan and its elements for use during the voter ratification phase.
7. Physical copies of the 2022 General Plan, background report or appendix, executive summary, voter ratification pamphlet, and any plan components, artwork, maps or visuals. The consultant proposal shall indicate the number to be provided and a per unit cost should additional copies be required.

PROPOSAL EVALUATION

1. GENERAL

Definitions:

Responsible Proposer means a Proposer who has the capability to perform the Services described in this RFP and who has the integrity and reliability required by the Town.

Responsive Proposer means a Proposer who submits a Proposal which appropriately responds, in the judgment of the Town, to this RFP.

After receipt of all Proposals, each submittal shall be screened to determine if any shall be deemed a non-Responsive Proposal. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of a non-Responsive Proposal.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its RFP response rejected.

Clarifications. Town reserves the right to obtain Offeror/Proposer clarifications where necessary to arrive at full and complete understanding of Offeror/Proposer's product, service, and/or Solicitation response. Clarification means a communication with an Offeror/Proposer for the sole purpose of eliminating ambiguities in the RFP response and does not give Offeror/Proposer an opportunity to revise or modify its RFP response.

Waiver and Rejection of Proposals. The Town reserves the right to reject any or all Offers/Proposals or to cancel the Solicitation altogether, to waive any informality or irregularity in any RFP response received, and to be the sole judge of the merits of the respective Offers/Proposals received.

Selection Process: The proposal screening committee will include representatives from the Town and may include representatives from other agencies. After initial review by the proposal screening committee, one or more of the firms/consultants who submitted proposals may be invited, at the Town's sole discretion, to make either an in-person or a virtual presentation and to answer questions regarding their proposal. If such an in-person or virtual presentation with question and answer session is held it may be used to evaluate the complete proposal, along with the written proposal itself.

Interviews with the selected top ranked firms may be held the week of September 21, 2020. Please hold this date available.

2. EVALUATION CRITERIA

All Responsive Proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for Contract Award will be made to the

Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the Town when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the Proposals:

PROPOSAL EVALUATION CRITERIA	WEIGHT (100 POINTS)
Methodology	45
Experience/Expertise and References	30
Cost of Services to the Town	20
Compliance with the Town's Terms and Conditions	5

Each Proposal will be reviewed in its entirety and assigned a score with respect to each of the criteria. The Proposals will be ranked by the Evaluation Committee according to their total weighted ranking. The Town reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

The Proposal Evaluation Committee may establish a short list of those Proposals considered most advantageous to the Town.

- a. Short-listed Proposers may be invited to make a presentation/interview. After the presentation, the Proposal Evaluation Committee will re-score each Proposer.
- b. During any requested interview, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 15 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the Town) at the interview.
- c. At the conclusion of all presentations, the Proposals will be assigned scores with respect to each of the criteria and ranked according to their total weighted ranking.

Award of Project and Approval of Contract: Once the top consultant has been determined, Town staff will start contract negotiations with the consultant. If contract negotiations are not successful, the second ranked consultant may be asked to negotiate a contract with the Town.

Award of a contract to the successful Proposer is subject to funding approved by the Paradise Valley Town Council. The Town reserves the right to negotiate the terms of an agreement for the General Plan Update project with one or more Proposers, as the Town deems fit and most advantageous to the Town's completion of the project.

3. **SOLICITATION TIMELINE:** The solicitation, receipt, and evaluation of submittals and the selection will conform to the following schedule.

(Note: Dates are subject to change.)

Request for Proposal Issued	August 24, 2020
Pre-Proposal Conference	September 3, 2020

Deadline to Submit Questions/Inquires (end of day)	September 4, 2020
Deadline for RFP Submittal*	September 14, 2020
Shortlisting of Proposers	September 18, 2020
Interviews (if necessary)	Week of Sept. 21, 2020
Deadline for Evaluation, Selection	Week of Sept.28, 2020
Contract Negotiation	October 2, 2020
Contract Approval by Council	October 8, 2020
Notice to Proceed	October 12, 2020

PROPOSAL FORMAT AND REQUIRED RESPONSES

Firms interested in providing these services must submit a proposal that addresses the following items. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

Proposal Format:

1. All proposals shall include the Town forms and be in the format as outlined in the "Scope of Work" of this Request for Proposal. Proposals are limited to 8 1/2" & 11" pages of one-sided text or graphics.
2. A maximum of twelve (12) pages of information total is highly recommended. An Appendix of resumes for proposed team participants shall be included (in addition to the 12-page limit). Likewise, the required Town forms in the RFP (Cost Sheet, Questionnaire and Affidavit) shall be in addition to the 12-page limit.
3. All submittal information must contain data for only the local office(s) which will be performing the work.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

1. **Cover Letter:** The proposal shall be transmitted with a cover letter. The cover letter does not count in the page limit listed below. The letter must include:
 - a. A statement of the Offeror's understanding of the services required by the Scope of Work and the consultant's interest and commitment to the proposed project.
 - b. A statement that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - c. The person authorized by the consultant to negotiate a contract with the Town shall sign the cover letter.
 - d. The name of the prime and supportive firm(s) and the project manager.
2. **Table of Content:** The Table of Content must indicate the material included in the proposal by section/task and page number. A proposal's table of content should mirror the "Scope of Work" and must include all the items set forth in this section of the Request for Proposal.
3. **Detailed Proposal/Methodology:** This section shall clearly convey the consultant understands the Scope of Work, including coordination with the stakeholders, the community, other agencies and approvals from the Town. The Town Selection Committee will rate the proposal on the understanding of the Scope of Work, comprehensiveness of the response to the RFP, creativity and professionalism of the approach in addressing the issues and needs in the RFP, the submitted schedule, and project budget.
 - a. Describe your preliminary approach methods and plan to carry out the Scope of Work.

Describe the anticipated interaction with Town Staff. Items to be included are as follows:

- i. Provide a proposed scope and schedule to complete the project beginning from the issuance of a notice to proceed to the completion of the adopted plan. Discuss how subcontracted staff, if any, will participate in the implementation defined by the Scope of Work. The scope shall include all items identified in the Scope of Work along with any additions, the consultant deems as adding value to the project.
 - b. The proposal shall provide a staffing plan (detailed by major task) required for providing professional services for the General Plan Update. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services according to your proposed staffing schedule. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the Town
4. **Firm/Project Team Roles:** Provide a brief description of the submitting firm or firms that comprise the consultant team for the project. Identify the specific roles for each firm/project team and the key personnel who will be assigned specifically to this project. Identify specific experience for the firm(s)/project team on similar or related projects that you believe closely reflects this project specified in the Scope of Work and provide a brief description of the services provided by the firm(s)/project team in those projects.
5. **Qualifications of the Firm/Project Team:** Vendors must demonstrate proven knowledge and experience in providing the services, including deliverables, described in the Scope of Work. Please provide a list of projects where the firm(s)/project team has provided such services for municipalities comparable in size and business function to the Town of Paradise Valley. In addition to this information, the Qualifications of the firm must include:
 - a. Number of years the prime company and supportive firm(s) have been in business in Arizona
 - b. A brief description of the company size and organization
6. **Relevant Experience/Expertise and References:** From the list of project experience mentioned above provide details on at least three (3) projects of your choice with a comparable scope, size, character and complexity (particularly for the Project Manager and the managers of key disciplines). The projects referenced should be within the last five (5) years of this RFP submittal date. Each project must include at least one reference. The reference must include the contact name, organization, phone number, and e-mail address using the form provided in the questionnaire section of this RFP.
7. **Personnel:** In this section please identify all the individuals who will be part of the project team as well as the project manager. Provide their qualifications and relevant experience (including subcontracted staff that may be involved in this project), time commitment to this project, and resumes for those individuals assigned to this project. If detailed staff resumes are provided, they should be included in the appendix. In addition, provide the following information on the project personnel:

- a. A project team table/chart should be provided that clearly identifies which proposed personnel would be responsible for each specific tasks described in the Scope of Work, estimate of total project hours per task and member, and their rate/hour.
 - b. For each key person identified, list their length of time with the firm and at least three comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following: description of project, role of the person, contract dates, project owner, and reference information
8. **Cost Proposal:** This section shall identify the fees, including an estimate of any expenses, to complete the Scope of Work outlined in this RFP. When evaluating all the proposals, the consultant proposal with the lowest fees will receive the maximum number of points. The Town has a maximum budget of \$120,000 for the 2022 General Plan Update; with this budget split between two (2) fiscal years. In your response, please provide a full description of the expected expenditure of funds for the proposed work within each fiscal year. The Town prefers preliminary work to be completed in fiscal year 20-21, with a greater allocation of expenditures to be incurred in fiscal year 21-22. The cost breakdown should include, but is not limited to, the following:
 - a. Task Budget: a breakdown of expenses by task and key personnel, to insure a full understanding of resources committed to this work. The task budget should also address the scope of work as described in this document and include any possible optional tasks;
 - b. Billing Rate Breakdown: Please provide a breakdown of billing rates (direct labor, overhead, fee, etc.).
 - c. Community Outreach: Provide a project budget, separating out the costs for the community outreach component as a specific category.
9. **Project Time Schedule:** Submit a recommended project schedule that identifies the project tasks corresponding with their duration, project milestones, and deliverable submittals. The schedule should show the dependencies, relationships, and timing of each task relative to each other. It should also include and indicate the time for Town to review and comment on draft deliverables, the public body review and approval process, and the voter ratification deadlines.
10. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town of Paradise Valley.
11. **Additional Information;**
 - a. Certification as a minority owned, women owned, or disadvantaged business enterprise, if applicable.
 - b. Any additional information the proposer would like to submit reflecting on the firm or team's ability to perform the tasks described in this RFP.
 - c. Proposer shall identify any exceptions taken to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Proposer shall be clearly defined and the changes requested clearly

identified in their submittal document. The proposed Form of Contract is included as part of this Solicitation. In your Proposal document you must include a statement that you have reviewed the contract and list any exceptions. Exceptions taken by the Proposer shall be used in the evaluation process. If the Proposer does not indicate exceptions in their submittal document this will signify to the Town that the Proposer is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated. An RFP response that takes exception to a material requirement of any part of the Solicitation, Specifications or proposed Form of Contract, may be rejected as non-responsive.

12. **Proposal Signature Page:** To be considered a Responsive Proposal, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an Authorized Representative(s) eligible to sign contract documents for the party and is part of the original bid/proposal submittal due at the stated due date and time indicated in the solicitation. Failure to return the Offer and Acceptance Sheet and to sign it is grounds for the Town to reject a proposal.
13. **Proposer Questionnaire:** Fully completed Proposer Questionnaire.
14. **Reference Form:** Fully completed Reference List. List three (3) references from public agencies/entities, whom the Town may contact regarding work your consultant/firm completed under a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed.
15. **Affidavit of Non-Collusion:** Fully completed Affidavit of Non-Collusion, signed in ink.
16. **Litigation Disclosure Form:** Fully completed Litigation Disclosure Form, signed in ink.
17. **Affidavit of Israel Boycott:** Fully complete Affidavit of Israel Boycott Form, signed in ink.

COST PROPOSAL FORM

COMPANY NAME: _____

PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, and any amendments contained in this Request for Proposal document and attached Form of Contract for General Plan Update Contract and any written exceptions in the offer accepted by the Town.

The Offeror also certifies it is in compliance with the Non-Collusion and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

Proposal must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered Responsive Proposal(s) unless it is established that all contractual responsibility rests solely with one Consultant or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

PROPOSER QUESTIONNAIRE

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work. These Questions will be answered directly in Bonfire.

Offeror acknowledges that NO changes to the Town's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being considered non-responsive.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise's Valley Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise Valley 's Scope of Work and takes no exceptions.

☐ True ☐ False *If False, give reason below*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? ☐ Yes ☐ No If yes, please provide details and documentation of the certification.

For **Clarification** of this offer contact:

Printed Name

Title

Address

E-Mail Address

City State Zip

Telephone Number

If Applicable, Consultant's License Number and Classification:

The Offeror hereby acknowledges that the proposal, including pricing, is based on the addenda that were issued and posted on the Town's website at <http://www.paradisivalleyaz.gov/bids.aspx>. by the Town prior to opening of this proposal, as follows (Itemize Addenda, if Any):

Addendum No(s). ____, ____, ____, ____, ____, ____, ____, ____, ____, ____, ____

NOTE:

"Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal.

REFERENCE FORM

Please list a minimum of three (3) owner references from similar projects whom the Town may contact:

1.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		
2.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		
3.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		

AFFIDAVIT OF NON-COLLUSION

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
(Title) (Name of Business)

submitting an Offer/Proposal in response to Request for Proposal No. 20-112-CMD for General Plan Update in the Town of Paradise Valley, Arizona.

That, in connection with the above-mentioned project, neither the affiant, nor anyone associated with the aforesaid business has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ for the purposes contained herein.

Notary Public

My Commission Expires: _____

LITIGATION DISCLOSURE FORM

The Proposer shall include disclosure of any issue or potential issue that may have a material bearing on the Consultant's ability to complete the Scope of Work, including but not limited to any material contingent liabilities or uninsured potential losses, and involuntary contract terminations in any jurisdiction

Signature

Title

Printed Name

Date

COMPANY NAME: _____

AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the Bid in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:

(a) together with other investors that are not subject to this section.

(b) that are held in an index fund.

5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of Paradise Valley's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town of Paradise Valley in defending such an action.

Signature of persons Authorized to Sign

Printed Name and Title

Company Name

Address

City

State

Zip

APPENDIX 1 - TOWN OF PARADISE VALLEY SAMPLE CONTRACT

Contract Pursuant to Solicitation
2022 General Plan Update

To be Posted Separately

September 14, 2020

STATEMENT OF QUALIFICATIONS GENERAL PLAN UPDATE



SUBMITTED TO:

TOWN OF PARADISE VALLEY

RFP NO. 20-114-CMD

SUBMITTED BY:

Michael Baker
INTERNATIONAL



Making a Difference

1. COVER LETTER

September 14, 2020

Ms. Peggy Ferrin, Procurement Coordinator
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

Submitted via Bonfire

RE: RFP No. 20-114-CMD, General Plan Update

Dear Ms. Ferrin and Selection Committee Members:

As the Town of Paradise Valley (Town) begins the task of updating the General Plan, the Town seeks a planning consultant team that will collaborate with residents, elected/appointed officials, and Town staff to develop a balanced and forward-thinking Plan to safeguard the quality of life for Paradise Valley residents. This includes defining a plan that is more succinct and user friendly, which guides future development in a manner that does not compromise existing character, but also offers flexibility to make decisions that are in the best interest of the Town. Michael Baker is pleased to offer the following depth of knowledge and our accompanying qualifications in response to the Town's Request for Proposal.

OUR BACKGROUND KNOWLEDGE OF THE TOWN The Town is launching the preparation of this General Plan Update from a proactive starting point. Over the recent past, the Town has been busy initiating and completing a number of Town initiatives and projects. Michael Baker is honored and proud to have assisted the Town with the recent Visually Significant Corridor Master Plan and Cheney & Cherokee Washes Watershed Study as well as the regional Cudia City Area Drainage Master Study effort. Our interaction on these planning and engineering documents allows Michael Baker to start from an advanced position relative to Town policies, current initiatives and programs, data collection and public interaction and viewpoints.

NEED FOR A DIVERSE LEVEL OF EXPERIENCE The Town's community-wide needs are diverse, which makes planning for that diversity dependent on a consultant that is knowledgeable on the many technical issues that go beyond fundamental land use planning, such as harmonizing commercial development in a manner that respects residential properties or addressing cut through traffic as part of the overall transportation network just to name a few. Michael Baker has career experiences working for public agencies within Maricopa County, across Arizona, and the Country, that yields our team a critical understanding of the dynamics of updating a General Plan within the context of these specialized needs.

EXPERIENCE DEVELOPING & UPDATING GENERAL PLANS Michael Baker has developed recent similar plans for Arizona municipalities that have comparable demographics to the Town and address the same State statute elements required for Paradise Valley's General Plan Update. Michael Baker will use this deeply relevant experience to define an innovative plan, where the goals and policies of each element will work together to address the higher scrutiny that goes along with public concerns and desires in Paradise Valley.

CONTINUITY & COMMITMENT FROM PERSONNEL Our team will be led by Project Director Kevin Kugler, AICP, and Project Manager, Matt Klyszeiko, AICP. Kevin and Matt have worked side-by-side for over 15 years, and will manage and integrate all aspects of the General Plan Update from start to finish, serving in the same roles they have on seven similar plans in the past five years. The Town will benefit from the continuity, proven client responsiveness and the creative and pragmatic approach of this leadership team. In his Project Director role, Kevin will guide overall project services and ensure all firm resources are made available as needed throughout the General Plan Update process, and Matt will be the primary point-of-contact and manage all day-to-day work from Michael Baker's Phoenix office.

AVAILABILITY OF LOCAL RESOURCES In addition to the core land use and development/policy planning experience required for this project, Michael Baker has a local team of nearly 65 staff in Phoenix, offering available and varied resources to provide specialized support services. Kevin and Matt have the full authority to call upon these resources to support specialized elements of the General Plan. Current commitments and availability of Michael Baker's staff are included in the proposal, assuring the Town of Paradise Valley that Michael Baker has the committed staff to deliver this project on time and on budget.

EXPERTISE IN PUBLIC AND STAKEHOLDER OUTREACH Our skilled team members are well-known for developing a sense of transparency, trust and credibility with residents and project stakeholders over the life of the projects we work on. This trust and credibility greatly assists in achieving plan authenticity and community buy-in which are essential ingredients in obtaining voter ratification of the Plan. We are well-versed in successfully facilitating creative workshops and charrettes, surveys, open house events, focus groups, web-based engagement, newsletters and email blasts. Michael Baker has the in-house resources and expertise of traditional, virtual and social media oriented outreach methods, tools and technologies to notice and conduct surveys, focus groups, community conversations, meetings and hearings with Commission, Council, and public groups, and support these efforts with detailed maps and visually appealing printed and digital materials in a manner that is COVID friendly. As other clients have attested, our team has the unparalleled ability to relate and connect to residents and project stakeholders.

Michael Baker is excited for the opportunity to support the Town of Paradise Valley in its efforts to prepare an effective and implementable plan. All conditions stated in this proposal are valid for 90 days. Project Manager Matt Klyszeiko, AICP, and the members of our team are dedicated and available to the Town's success and will not be changed.

Sincerely,



Kevin Kugler, AICP

Planning Operations Manager/Project Director

p. 602-798-7521 e. KKugler@mbakerintl.com

Authorized Principal to bind firm

2. TABLE OF CONTENTS

1. COVER LETTER	i
2. TABLE OF CONTENTS	ii
3. DETAILED PROPOSAL/METHODOLOGY	1
4. FIRM/PROJECT TEAM ROLES	5
5. QUALIFICATIONS OF THE FIRM/PROJECT TEAM	6
6. RELEVANT EXPERIENCE/EXPERTISE AND REFERENCES	7
7. PERSONNEL	8
8. COST PROPOSAL	10
9. PROJECT TIME SCHEDULE	12
10. DISCLOSURES	12
11. ADDITIONAL INFORMATION	12
12. FORMS	
PROPOSAL SIGNATURE PAGE	12
PROPOSER QUESTIONNAIRE	13
REFERENCE FORM	14
AFFIDAVIT OF NON-COLLUSION	15
LITIGATION DISCLOSURE FORM	16
AFFIDAVIT OF ISRAEL BOYCOTT	17
13. APPENDIX	
RESUMES	

3. PROPOSAL/METHODOLOGY

PROJECT APPROACH

As our project team reflected more on the issues and unique characteristics of Paradise Valley’s past and present development, we identified a project approach for the Town’s consideration that is focused around four cohesive principals, which closely align with the Project Tasks outlined within the RFP:

● **RECOGNIZE** *Phase I*

The projects purpose is not to fulfill a void, rather it is to recognize the value in what exists today and build on that foundation to set a course for the future. As a result, at an early stage in the process, a complete diagnostic assessment of key community parameters and studies should be completed to establish a logical framework for future project decisions.

● **ENGAGE** *Phase II*

Public involvement should be inclusive and utilize a variety of mediums to effectively reach the broadest cross-section of residents, employers, and stakeholders. To that extent, we focus on a “go to them” outreach approach rather than holding a large number of special meetings requiring “them to come to us.”

● **ENRICH** *Phase III*

The project workflow should integrate expertise from a variety of disciplines to ensure the plan delineates and articulates innovative and robust solutions to complex planning issues. The core strength of our team is the ability to relate outreach findings to the communities we work in.

● **ACHIEVE** *Phase IV*

The effort does not culminate at plan adoption, the true level of success is achieved during implementation. Our experience in working through the entire life cycle of urban planning projects enables us to provide actionable policies that can be carried forward by the community.

RECOGNIZE *Project Initiation*

1.1 Scoping Meeting

Prior to beginning the planning process, key members of the Baker Team will facilitate a scoping meeting with Town staff to finalize plan elements, public engagement efforts, and establish project procedures and expectations. Agenda items will include: final work plan review; outline of public participation plan elements; project schedule; points of contact; deliverables; responsibilities and communication protocols; confirmation of Town Council and Planning Commission participation, stakeholder groups, organizations, and individuals; and preliminary identification of existing reports and mapping data.

Meetings and Deliverables: One scoping meeting, final work plan (electronic)

1.2 Project Immersion Summit

To begin the formal planning process from a complete and informed position regarding available resources and key issues facing the Town, Michael Baker will conduct a “Project Immersion Summit.” It is anticipated that this summit will occur over one day, however, accommodations can be made to ensure alignment with Town officials’ schedules. Specific components of the summit will include:

- An engaging and participatory meeting with Town Staff to gain a detailed understanding of all the technical considerations such as land use, transportation, infrastructure, environmental, and financial, that are key components of the General Plan.
- A series of interviews with Town Council Members and other key stakeholders to hear and record their perspectives relative to the Town as well as their desired outcomes relative to the General Plan Update process itself. While we have found conducting one-on-one interviews with Council Members allows for more detailed and candid conversations, this effort can alternatively be conducted as a work session to gain the collective input of the Town Council.

Meetings and Deliverables: Project Immersion meetings, agendas, presentations, and summaries (electronic)

1.3 Document Library & GIS Database Development

For background information and to assist in developing project graphics, Michael Baker will develop a comprehensive document library and a dedicated geodatabase. Necessary GIS data will be collected from the Town and appropriate agencies.

1.4 Existing Conditions Assessment Report

This task describes the work effort associated with preparing a background report that will be used to inform the development of decisions, goals, policies, exhibits and maps throughout the life of the project. This step is meant to take stock of existing reports, plans, social, natural, environmental and built resources, systems, and assets and convey their value as potential opportunities, constraints, or challenges.

Primary topics of this Existing Conditions Report will focus on two key aspects "Assessment of the Community" and "Assessment of the current General Plan". At a minimum, discussion of these key topics will be informed by the information collected in Task 1.3 and include analysis of key socio-demographic data and development trends along with future projections and assumptions relative to land use, density and intensity of growth. Specific topic areas relative to existing or anticipated needs such as autonomous vehicles and ridesharing, green infrastructure and street design will also be addressed. All this information will be supplemented by other subjects identified as important by Town staff, elected officials, and stakeholders during the Project Immersion Summit.

Deliverable: Existing Conditions Assessment Report (Electronic)

ENGAGE Community Outreach & Involvement

While techniques may ultimately vary to address ongoing management of COVID-19 or new community-based issues that may arise during the project process, we anticipate a community-wide public engagement process that would, at a minimum, encompass the following key efforts.

2.1 Community Outreach & Participation Plan

As part of the project scoping meeting (Task 1.1), our team will review and discuss the goals and objectives of the community involvement process with Town staff. We will then prepare and assist in the adoption of a Community Outreach & Participation Plan that will be tailored to Paradise Valley's specific needs and strategic requirements as well as meet Arizona Revised Statute requirements for Council adoption.

Meetings and Deliverables: Community Outreach & Participation Plan (electronic), Town Council Work session, Town Council Public Hearing

2.2 Visual Identity

Michael Baker's graphic designers, in coordination with Town staff, will create a unique graphic format and project branding to create a recognizable identity for the project and garner enthusiasm and unity. This brand will then be used for all project products, including the website, meeting materials, and planning documents.

2.3 Commission & Council Coordination

Woven throughout the project process, and specifically detailed in the Outreach & Participation Plan (Task 2.1), there will be a series of work sessions with the Planning Commission and Town Council. Members of the Michael Baker Team will meet with the Planning Commission and Council at key project milestones to seek guidance, review findings and/or plans and to prepare for formal public hearings.

Deliverables: Work session preparation, attendance and facilitation; Preparation of presentation materials.

2.4 Project Website & Digital Engagement

Public participation in today's world requires a flexible, organic, and far-reaching approach that is featured across multiple media types. Michael Baker will work with Town staff to identify content for an inviting, user-friendly, robust website for residents to learn, receive updates and notices, and stay involved with the project. The website will ensure the project is transparent in the public's eye and include responses to frequently asked questions and serve as a repository for project documents. During the scoping process Michael Baker will coordinate with Town staff to define a preferred website hosting approach.

Digital engagement efforts will also be used as an additional technique to ensure broad and diverse participation in the update process. New and highly effective web-based tools like Social Pinpoint will be used to obtain 24/7 feedback on planning efforts through the most widely accessible device available, our smart phones. Rather than schedule daytime meetings when residents are often at work or evening meetings when residents are balancing family needs, these tools allow the public to participate on their own time. This results in reaching a larger audience and in many cases obtaining more useful feedback/buy-in.

Online surveys using tools such as MySidewalk or SurveyMonkey can also be used to provide an opportunity for community members to review and refine proposed plan content within their busy lives.

2.5 Community Workshops

The Michael Baker Team will prepare for and facilitate two public workshops along with up to two (2) discussion hubs associated with the General Plan Update planning process. For each workshop and discussion hub, meeting announcements will be prepared in coordination with Town staff for advertising and distribution. All draft materials will be carefully reviewed with Town Staff prior to their dissemination.

The following is a conceptual format for each set of workshops

which will be modified and refined based on further discussion with Town Staff upon selection.

Community Workshop #1 – Public Kick-off & Visioning Validation

As one of the first steps in the planning process, Michael Baker will facilitate a project kick-off and community vision/ goal setting workshop. This workshop can be conducted in a traditional in-person (but social distancing adapted) or virtual format. The information gained as part of this workshop will help to refresh or amend the existing General Plan vision statement and primary themes and goals expressed in the current General Plan. A multi-media presentation and interactive exercises will be used to obtain feedback from the community.

Discussion Hubs

Discussion Hubs act like focus group workshops that are held to address specific issues where there is a diversity of perspectives within the Town. The goal of the Discussion Hub is to provide residents or stakeholder and elected officials both an opportunity to learn about and explore particular issues of interest in a deeper manner so as to identify common ground policies or actions that can be used to keep the overall General Plan Update process moving in a positive and unified direction. Michael Baker can coordinate the application of Discussion Hubs during the formal “scoping” process. Examples of topics that could be conducted as part of Discussion Hubs include: Cut Through Traffic, non-motorized traffic, non-residential impacts, sustainable development trends or even short-term rentals.

Community Workshop #2 – Administrative General Plan Draft Review

The Michael Baker Team will conduct a traditional in-person or online style meeting for the public review and comment of the Draft General Plan Update. A physical or virtual meeting room will be utilized to present key aspects of the draft plan and Michael Baker Team members will engage the community in open dialogue to seek their final concurrence on the plan and identify any remaining and/or necessary changes that must occur prior to finalizing the General Plan Update.

Meetings and Deliverables: Two (2) Community Workshops and up to four (4) Discussion Hubs. Baker will develop an agenda, sign in sheets, presentation material and produce all handouts and summaries for each meeting.

2.6 Social Media

We will work with the Town to promote meetings, issues and opportunities for engagement and meeting notices via the Town’s existing Twitter account or any other appropriate local

COVID-19 OUTREACH

In response to the continuously evolving COVID-19 pandemic, Michael Baker supports a comprehensive communication and outreach approach that utilizes modified traditional and innovative digital based methods that could include the following:

- » Business cards that can be easily distributed across the community to direct residents to the project website to gain more information.
- » Tabletop flyers with QR codes placed at key locations around Town to inform residents about project progress.
- » Pop-up drive-in meeting locations to intercept residents where they frequently visit (i.e. Town Hall) for casual conversations.
- » Interactive virtual open house meetings that place residents into a virtual space where they can participate in the same activities as a traditional workshop format.
- » Prerecorded presentations and educational videos that allow residents to listen to current project information or background material on key issues to help inform future decision making.
- » Web-based survey and mapping engagement tools like Social Pinpoint.

association outlet accounts on Facebook, Nextdoor, and any other outlets as appropriate.

ENRICH Preparation of the General Plan

3.1 Determination of the General Plan Organizational Structure

The “Traditional” general plan structure that is organized around individual elements (i.e. land use, transportation, water resources) has served communities well over the past several decades. However, today, new trends in the organization of general plans are utilizing a “Systems Approach”. This format utilizes more common overarching themes (i.e. Livable Neighborhoods, Economic Vitality, Community Health) to organize the general plan document and create stronger linkages between related topics. Using the knowledge gained in Phases I and II, Michael Baker will explore the benefits and disadvantages of these two General Plan organizational structures with Town staff and the Town Council to define a document format that best fits Paradise Valley’s near-term and long-term needs.

Meetings and Deliverables: Draft Organizational Structure. One (1) Planning Commission Work Session and One (1) Council Work Session.

3.2 Administrative General Plan Draft

Based on results of the Community Baseline Assessment, community engagement, input from the Planning Commission and Town Council, and discussions with Town staff, the Michael Baker Team will develop an Administrative General Plan Draft that includes goals, policies, implementing actions, maps, and illustrations.

This Task will predominately focus on redrafting the text from the 2012 General Plan, rather than a complete rewrite of the entire document or completion of comprehensive map/land use changes. Based on preliminary review of the 2012 General Plan, it is believed that much of the foundational content is applicable, but could simply benefit from strategic rephrasing, simplification and/or reorganization of Plan content. While the final format of the Plan will be determined as part of Task 3.1., the plan will at minimum address the elements as outlined in the Scope of Work section of the Town's Request for Qualifications. These elements include: *Land Use and Development, Community Character and Housing, Mobility, Open Space and Recreation, Environmental Planning and Water Resources, Sustainability, and Public Facilities/Services and Cost of Development*. To assist in the draft review process, it is anticipated these elements will be drafted across three phases.

Meetings and Deliverables: Administrative General Plan Update Draft (electronic); Two (2) Planning Commission Work Sessions and Two (2) Council Work Sessions. A third set of work sessions is optional.

3.3 60-Day Public Review Draft

Following final direction from Town Staff, Commission and Council, Michael Baker will make all necessary revisions to the document in preparation for the state required 60-day public review period. This formal public review draft is intended for distribution to the general public as well as to other government agencies and stakeholders. Michael Baker will coordinate with Town staff for distribution of the 60-day review draft.

Meetings and Deliverables: 60-Day Public Review Draft (electronic)

ACHIEVE Final Plan Development & Adoption

Task 4.1: Final Plan

With and through guidance from the Town Project Manager, the Michael Baker Team will make any final necessary changes derived from final comments generated during the formal 60-day review period to prepare the Public Hearing Final

Draft of the General Plan Update for Planning Commission consideration and Town Council adoption. Along with this effort, an Executive Summary of the 2022 General Plan will also be prepared.

Task 4.2: Planning Commission Public Hearing - Consideration of the Final General Plan Update

The Michael Baker Team will lead or co-facilitate with Town staff, a Planning Commission review and discussion of the project history and background of the General Plan Update process, description of key mapping components and policy issues as well as identify any issues remaining outstanding and what the potential solution may be to those concerns.

Task 4.3: Town Council Adoption of the General Plan Update

The Town Council shall conduct a public hearing for formal Plan approval and adoption. The Michael Baker Team will lead or co-facilitate with Town staff a Town Council review and discussion of the project history and background of the process, description of key mapping components and policy issues as well as identify any issues that remain outstanding and their potential solution(s).

Task 4.4: Ratification Support (Optional)

Michael Baker will collaborate with Town staff to provide technical assistance during the ratification process. This includes coordinating with media information requests, providing "e-reminders" of the General Plan availability, and producing "did you know" tutorials that outline key aspects of the plan.

SCHEDULE	
PROJECT PHASE	DURATION
Recognize - Phase I	September 2020 - January 2021
Engage - Phase II	October 2020 - December 2021
Enrich - Phase III	January 2021 - October 2021
Achieve - Phase IV	November 2021 - March 2021

Please see Section 9 for a detailed project schedule.

STAFFING PLAN	
Recognize - Phase I	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Engage - Phase II	Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez
Enrich - Phase III	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Achieve - Phase IV	Kevin Kugler, Matt Klyszeiko, Tristan Black, Matt Gomez

WORKLOAD	
STAFF/CAPACITY	CURRENT PROJECTS/TIME ANTICIPATED
Kevin Kugler, AICP (35%)	Milton Road and US 180 Corridor Master Plan (25%); Phoenix Mobility Project Assessment (5%); Sierra Vista MPO Short Range Transit Plan (20%); FCDMC El Rio Lake Feasibility Study (15%)
Matt Klyszeiko, AICP (40%)	Florence General Plan Update (25%); Cave Creek General Plan Update (5%); Glendale Zoning Code Update (20%); El Mirage Zoning Code Update (10%)
Adam Pruett, AICP (50%)	Glendale Zoning Code Update (20%); El Mirage Zoning Code Update (20%); Pinal County Zoning Code Update (10%)
Tristan Black, AICP (50%)	Florence General Plan Update (30%); El Mirage Zoning Code Update (5%); Sierra Vista MPO Short Range Transit Plan (15%)
Brian Snyder, AICP (40%)	Milton Road and US 180 Corridor Master Plan (30%), Phoenix Mobility Project Assessment (10%); Sierra Vista MPO Short Range Transit Plan (20%)
Matt Gomez (45%)	Florence General Plan Update (30%); Glendale Zoning Code Update (20%); El Mirage Zoning Code Update (20%); ADOT Statewide Wildlife Collision Study (15%)
Smitha Kundur, PE (45%)	ADOT Central District Frontage Road Traffic Control (20%); Elliot Road/McNeil Street, MCDOT (5%); ADOT Statewide Wildlife Collision Study, (10%); Sun City West, MCDOT, (10%)
Thiru Bose, PE, CFM (45%)	Elliot Road/McNeil Street, MCDOT (10%); Russell Gulch Flood Control Mitigation (20%); Scottsdale Crossroads East Drainage Infrastructure (10%)

4. FIRM/PROJECT TEAM ROLES

FIRM BACKGROUND

Michael Baker has been helping municipalities in Arizona to plan and develop communities and design, build, and maintain its infrastructure for 35 years. Specializing in complex and demanding projects for the public sector, we are dedicated to the local community where we live and work and pride ourselves on our reputation of providing top quality service for local clients.

Supported by more than 3,500 employees in 90 offices worldwide, Michael Baker (founded in 1940) provides a full continuum of planning, engineering, surveying, and architectural services. We leverage our collective expertise and experience to make the communities we serve better.

PHOENIX, AZ

Our Phoenix office employs 65 staff members, including six planners, four AICP planners, and 22 Professional Engineers with planning and design specialties ranging from land use, economic development, water resources, traffic and transportation, utilities, and facilities. Since 1985, our talented professionals has provided a wide array of planning and engineering services to many urban and rural cities, counties, and state departments throughout Arizona.

TEAM MEMBERS/ROLES

Please see the Appendix for detailed biographies and project experience in the resumes.

- » **PROJECT DIRECTOR** - Kevin Kugler, AICP
- » **PROJECT MANAGER** - Matt Klyszeiko, AICP
- » **POLICY** - Adam Pruett, AICP
- » **POLICY/PUBLIC OUTREACH** - Tristan Black, AICP
- » **TRAFFIC PLANNING** - Smitha Kundur PE
- » **TRANSPORTATION PLANNING** - Brian Snider
- » **WATER RESOURCES** - Thiru Bose, PE, CFM
- » **ANALYSIS/GIS** - Matt Gomez

MICHAEL BAKER COMMUNITY PLANNING

Michael Baker creates, integrates, visualizes and communicates planning concepts as they move from the initial vision through implementation. Our planning professionals build strong client partnerships, working with residents, businesses, developers, state and local governments, the military and other federal agencies to successfully plan the future of their communities. We focus on people and places, improving communities and creating more sustainable, convenient, equitable, healthful, efficient, and attractive places.

In the last 10 years, Michael Baker has delivered more than 1,560 projects related to master and general plans or visioning initiatives -- 87% of which contained specific community and public involvement efforts. We offer the Town of Paradise Valley more than 20 years of planning experience.

SIMILAR EXPERIENCE

Please see Section 6 for more details about our relevant projects listed below:

- » **CAVE CREEK GENERAL PLAN UPDATE** - The goal, establish a fresh perspective and planning approach that would gain consensus on key growth pressures facing the community and ultimately garner enhanced public support.
- » **GILBERT GENERAL PLAN UPDATE** - The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan.
- » **CAREFREE VILLAGE CENTER MASTER PLAN** - This project focused on improving the vibrancy of this small town core by enhancing four key elements: Design, Economics, Promotion, and Organization.

SCOPE OF SERVICES PROVIDED

The services provided for the above projects include:

- » **POLICY LEVEL PLANNING** - General Plan Policy Development, Character and Urban Design Guidelines, Implementation Actions
- » **OUTREACH & ENGAGEMENT** - Workshops, Charrettes, Interactive surveys, Open houses, Focus groups, Newsletters, Email blasts, and Web-based engagement
- » **GEOGRAPHIC INFORMATION TECHNOLOGY** - Web-based GIS & maps, Needs analyses, System planning, Data conversion, User-friendly interface design
- » **MOBILITY PLANNING** - Transportation and Active Transportation planning, Complete Streets analysis, Traffic Assessment
- » **CIVIL DESIGN & RESOURCE MANAGEMENT** - Infrastructure planning, water resources analysis, sustainability planning, natural resource conservation

5. FIRM/TEAM QUALIFICATIONS

PROVEN KNOWLEDGE & EXPERIENCE

As the Town of Paradise Valley prepares to update its General Plan, it seeks a multi-disciplinary team with seasoned experiences that will represent the Town well. The Michael Baker team prides itself in having clients call upon us for their most challenging and compelling community based projects. Whether its tackling devise growth issues in Cave Creek as part of the Towns third attempt at updating their General Plan, or assisting the Town of Gilbert in developing a technical outreach approach that balanced a wide array of competing stakeholder objectives, the Michael Baker team has earned a distinct reputation for delivering successful solutions with informed community consensus.

Michael Baker offers experienced planners and engineers that will cater to Paradise Valley's needs for this Plan. Michael Baker's proposed local staff have spent their planning and design careers working throughout Arizona. In their decades of experience, they have not only overseen the development of General Plans, but have observed cities and towns implement them. This team understands what works well in Arizona and can offer recommendations about the most effective implementation measures.

PREVIOUS CONTRACTS FOR SIMILAR SERVICES		
Name	Location	Completed
General Plan Update	Gilbert, AZ	2020
General Plan Update	El Mirage, AZ	2020
General Plan Update	Somerton, AZ	2020
Transportation & Active Transportation Plan	Florence, AZ	2020
Design Guidelines	Mesa, AZ	2019

ADDITIONAL PROJECTS		
Name	Location	Completed
Visually Significant Corridor Master Plan	Paradise Valley, AZ	2018
Cheney & Cherokee Washes Watershed Study	Paradise Valley, AZ	2016
Cave Creek/Carefree Transportation Framework Study	Cave Creek, AZ	2016
Gila River Restoration Area Plan	Buckeye, AZ	2016
Carefree Village Master Plan	Carefree, AZ	2015
Strategic Transportation Safety Plan	Avondale, AZ	2015
QUALIFICATIONS		
a. Years in Business in Arizona: 35		
b. Company Size & Organization: 3,500 employees; 90 offices nationwide; Corporation; 65 employees in Phoenix		

6. RELEVANT EXPERIENCE/EXPERTISE & REFERENCES

CAVE CREEK GENERAL PLAN UPDATE |

Cave Creek, AZ (2021)

REFERENCE: Luke Kautzman, Town of Cave Creek | 480-488-6633; lkautzman@cavecreek.org | **COST:** \$60,130

Key Team Members: K. Kugler; M. Klyszeiko; A. Pruett; T. Black; B. Snider; M. Gomez

In response to two failed attempts in 2016 and 2018 to gain voter ratification of the Cave Creek General Plan Update, Michael Baker was hired through a competitive proposal and interview process to assist the Town. The goal, establish a fresh perspective and planning approach that would gain consensus on key growth pressures facing the community and ultimately garner enhanced public support.

As a small, affluent, land locked community, known for its western heritage, open spaces, and large lot residential development patterns, Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. With this robust understanding of issues that included concerns for, non-residential development encroachment from Scottsdale and Phoenix, hillside development, dark skies, trail connections,

EFFECTIVE OUTREACH

A simple community survey was widely distributed across online and offline platforms and collected **over 560 responses** as well as **50 pages** of individual resident comments that was transformed into supported Town policy.

traffic congestion and residential density increases, **Michael Baker deployed pop-up roadside drive-in workshops to engage residents** in a grassroots (COVID-friendly) manner that instilled feedback loops to allow residents to not only share input, but explore policy solutions directly related to issues that were most important to them. Through this transparent outreach process, Michael Baker identified simple and subtle adjustments to the plan to create a more consolidated, user-friendly systems approach. In response, resident feedback through the 60-day review process has drastically decreased from initial survey responses. This General Plan Update is now scheduled to seek voter ratification in May 2021.

GILBERT GENERAL PLAN UPDATE |

Gilbert, AZ (2020)

REFERENCE: Eva Cutro, Town of Gilbert | 480-503-6782; eva.cutro@gilbertaz.gov | **COST:** \$350,000

Key Team Members: K. Kugler; M. Klyszeiko; A. Pruett; T. Black; B. Snider; M. Gomez

Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. The result is a layered plan that focuses on specific themes that make Gilbert unique and exceptional rather than utilizing generic, predefined General Plan elements. This format also allows residents to identify topics that are most important to them and understand how policies and actions associated with them are integrated into other aspects of the community. This outcome required

a comprehensive outreach and social media-rich digital engagement campaign. The final plan was also translated into an online viewing platform allowing for both a traditional (and amendable) print version along with a html-based interactive Plan. Effective planning, document organization and proactive outreach efforts resulted in an **80% public approval vote** for this General Plan in August of 2020.

PROVEN APPROACH

A thoughtful reorganization of the plan to a system approach placed an emphasis on what mattered most to residents while helping staff to more effectively implement the plan in unison with Town-wide initiatives.

CAREFREE VILLAGE CENTER MASTER PLAN | Carefree, AZ (2015)

REFERENCE: Gary Neiss, Town of Carefree | 480-488-3686; gary@carefree.org | **COST:** \$145,890

Key Team Members: K. Kugler; M. Klyszeiko

Through innovative plan development concepts and robust, grass roots based public involvement efforts Michael Baker developed an actionable and community supported Master Plan. While not a General Plan, this master plan effort focused on improving the vibrancy of the small town core,

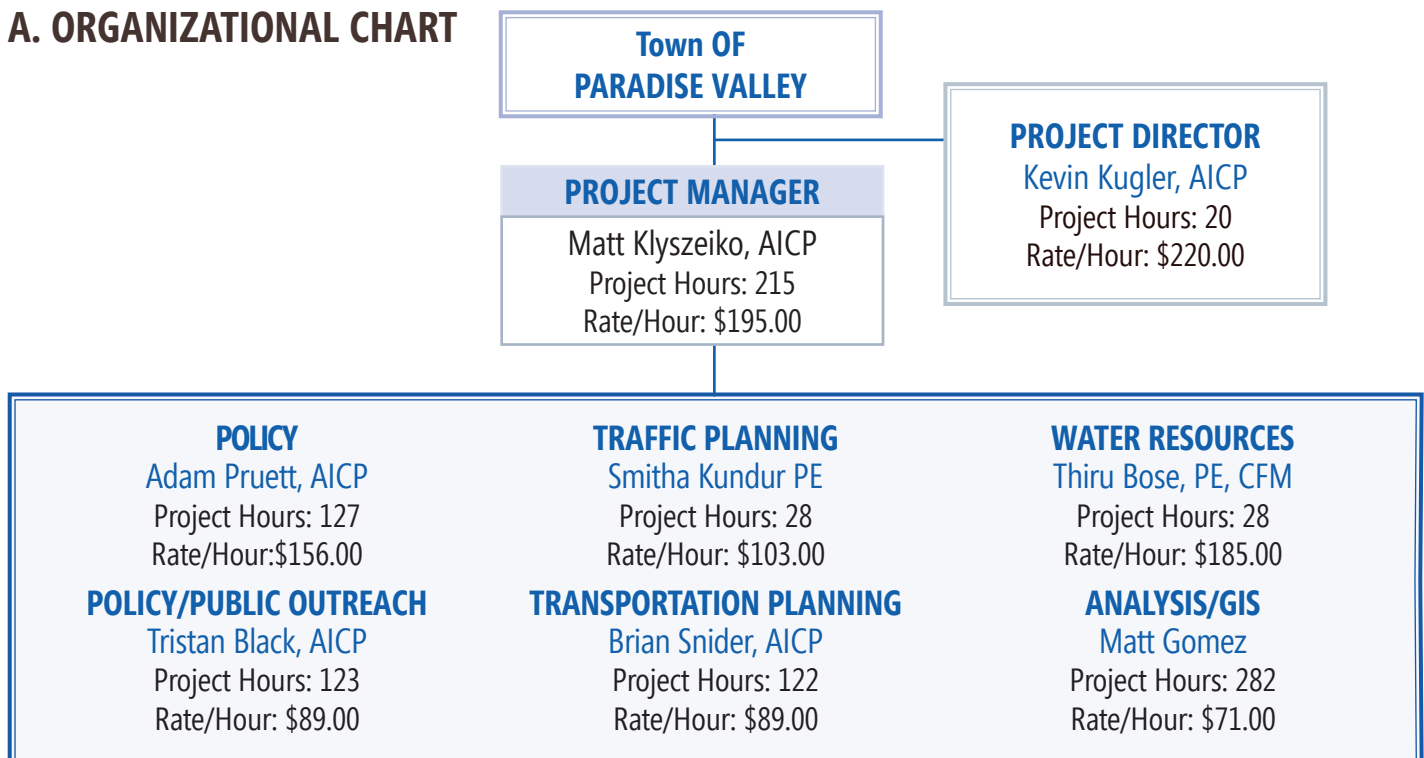
while balancing the communities desire to preserve the desert character of the surrounding community and mitigate impacts to adjacent residential development through enhancing four key elements: Design, Economics, Promotion, and Organization. Michael Baker conducted a comprehensive existing conditions evaluation of the Village Center area, including a transportation analysis, parking analysis, water resources infrastructure review, zoning, and land-use review. Michael Baker also performed a demographic analysis; a market analysis for residential, commercial, retail, and recreational opportunities; and a retail and commercial demand analysis. To gain community buy-in to plan elements, Michael Baker implemented a strategic education and listening campaign that include extensive stakeholder interviews, multiple Council work sessions, and a Town-wide design charrette. Since implementation in June 2015, Town leaders have adapted plan recommendations into initiatives and completed the construction of several projects within the Village Center.

BALANCING CHARACTER & ECONOMICS

The need to allow for the continued economic growth of resort based uses within the community while protecting the quality of life that residents valued required simple yet innovative policy, design and implementation measures.

7. PERSONNEL

A. ORGANIZATIONAL CHART



B. TIME WITH FIRM/COMPARABLE PROJECTS

PROJECT DIRECTOR - Kevin Kugler, AICP | 16 years

- » Cave Creek General Plan Update - Project Director
- » Gilbert General Plan Update - Project Director
- » Carefree Village Center Master Plan - Project Director

PROJECT MANAGER - Matt Klyszeiko, AICP | 16 years

- » Cave Creek General Plan Update - Project Manager
- » Gilbert General Plan Update - Project Manager
- » Carefree Village Center Master Plan - Project Manager

POLICY - Adam Pruet, AICP | 1 year

- » Cave Creek General Plan Update - Project Planner
- » Gilbert General Plan Update - Project Planner
- » El Mirage General plan Update* - Project Planner

PUBLIC OUTREACH - Tristan Black, AICP | 2 years

- » Cave Creek General Plan Update - Community Planner
- » Gilbert General Plan Update - Planning Associate
- » El Mirage General Plan Update* - Planning Associate

TRANSPORTATION PLANNING - Brian Snider | 3 years

- » Cave Creek General Plan Update - Planning Associate
- » Gilbert General Plan Update - Planning Associate
- » El Mirage General Plan Update* - Planning Associate

GIS - Matt Gomez | 2 years

- » Cave Creek General Plan Update - GIS & Planning Support
- » Gilbert General Plan Update - GIS & Planning Support
- » El Mirage General Plan Update * - GIS & Planning Support

TRAFFIC PLANNING - Smitha Kundur PE | 7 Years

- » Traffic Signal & Intersection Improvements * - Traffic Engineer
- » McDowell Road Bicycle Lanes * - Traffic Engineer
- » NE Arterials Pavement Overlay * - Traffic Engineer

WATER RESOURCES - Thiru Bose, PE, CFM | <1 Year

- » Crossroads east basin infrastructure Improvements *- Water Resources Engineer
- » 54 ST & Solano Drive Drainage Improvements *- Water Resources Engineer
- » Cudia city drainage master study *- Water Resources Engineer

*** Details on the Above Projects**

EL MIRAGE GENERAL PLAN UPDATE

CONTRACT DATES: 2018-2020

OWNER/REFERENCE: City of El Mirage,
Jose Macias, (623) 876-2996

Michael Baker assisted the city with their 2040 Into View General Plan Update. El Mirage experienced a very significant population boom in the past 40 years transitioning from rural agriculture to more suburban residential land uses.

TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS

CONTRACT DATES: 2012-2013

OWNER/REFERENCE: Town of Paradise Valley,
Jeremy Knapp, (480) 348-3522

Michael Baker provided a needs assessment, design, and post-design services for all 12 signalized Town intersections.

MCDOWELL ROAD BICYCLE LANES

CONTRACT DATES: 2017-2020

OWNER/REFERENCE: City of Scottsdale,
Chris Perkins, (480) 312-7845

Michael Baker provided design services for the installation of bike lanes along McDowell Road.

NE ARTERIALS PAVEMENT OVERLAY

CONTRACT DATES: 2019-2021

OWNER/REFERENCE: Maricopa County Department of
Transportation, Bill Hahn, (602) 506-4611

This pavement preservation project will provide an asphalt overlay of the existing pavement with 1.5" asphalt rubber, and an evaluation of existing guardrail and end terminals at eight locations, ROW, drainage, utilities, traffic signing/marking, and maintenance issues assessment.

CROSSROADS EAST BASIN INFRASTRUCTURE IMPROVEMENTS

CONTRACT DATES: 2018-2021

OWNER/REFERENCE: City of Scottsdale,
Ashley Couch, (480) 312-4317

Michael Baker provided civil engineering and design services to address drainage deficiencies in the Grayhawk development, a utility power line corridor, open desert, and Basin 53R south of the Scottsdale Water Campus.

54 ST & SOLANO DR DRAINAGE IMPROVEMENTS

CONTRACT DATES: 2020-2021

OWNER/REFERENCE: Town of Paradise Valley,
Paul Mood, (480) 348-3573

Michael Baker is designing a low water crossing in the Stone Canyon neighborhood on Solano Dr. just west of 54th St.

CUDIA CITY DRAINAGE MASTER STUDY

CONTRACT DATES: 2018-2020

OWNER/REFERENCE: Flood Control District of Maricopa
County, Lana Nabaty, (602) 506-5537

Michael Baker assisted in data collection for approximately 14 square miles. The study quantified the extent of flooding to develop tool sets to guide the formulation and evaluation of future flood mitigation alternatives using 2D H&H.

8. COST

Michael Baker understands the Town's approach is to split the project budget over the 20-21 and 21-22 fiscal years and the need to place a greater allocation of funds within fiscal year 21-22. However, based on the need to obtain voter ratification of the General Plan in August 2022, much of the project work will be required to occur during the 20-21 fiscal year. In order to accommodate the Town's budgetary needs, Michael Baker

will apply a milestone billing approach. ***This will allow for costs incurred within the fourth quarter of the 20-21 fiscal year to be billed during the first quarter of fiscal year 21-22. This would allow for an anticipated project budget split of approximately \$49,928 in fiscal year 20-21 and \$70,000 in fiscal year 21-22.*** Please see our optional tasks breakdown on the following page.

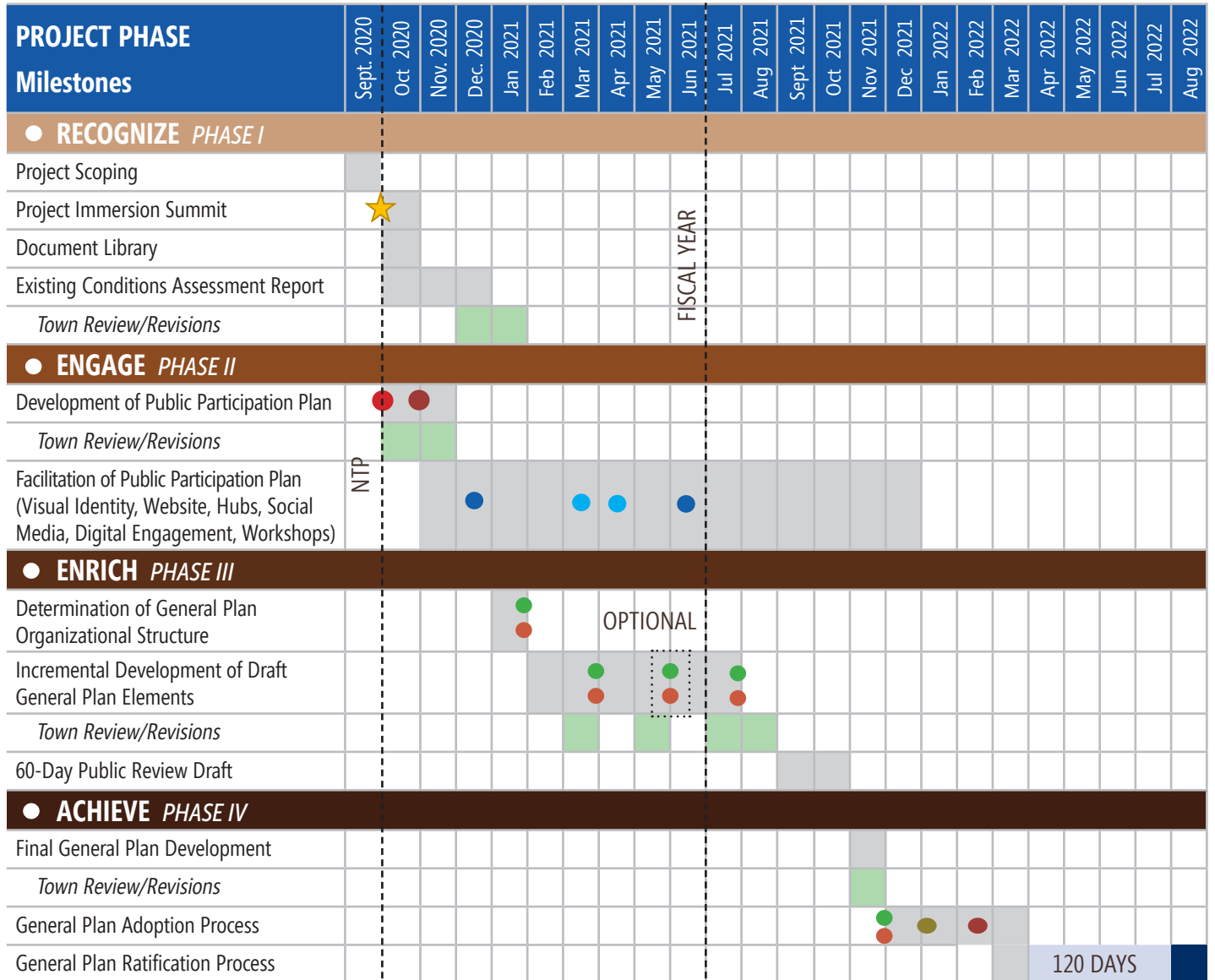
Michael Baker International, Inc.

TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TOTAL TASK HRS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00		
PHASE I - RECOGNIZE									\$26,389
TASK 1.1: SCOPING MEETING	4	20						24	\$4,780
TASK 1.2: PROJECT IMMERSION SUMMIT	4	16		16		4	8	48	\$7,420
TASK 1.3: DOCUMENT LIBRARY & GIS DATABASE DEVELOPMENT								0	\$0
TASK 1.4: EXISTING CONDITIONS ASSESSMENT REPORT	1	15	8	15	8	40	40	127	\$14,189
PHASE II - ENGAGE									\$44,744
TASK 2.1: COMMUNITY OUTREACH & PARTICIPATION PLAN	1	12		8			8	29	\$4,376
TASK 2.2: VISUAL IDENTITY		1				15		16	\$1,530
TASK 2.3: COMMISSION & COUNCIL COORDINATION	3	35		20		20	20	98	\$13,805
TASK 2.4: PROJECT WEBSITE & DIGITAL ENGAGEMENT		20				15	70	105	\$12,705
TASK 2.5: COMMUNITY WORKSHOPS		20	4	20		25	25	94	\$11,760
TASK 2.6: SOCIAL MEDIA							8	8	\$568
PHASE III - ENRICH									\$39,261
TASK 3.1: DETERMINATION OF THE GENERAL PLAN ORGANIZATIONAL STRUCTURE		15				20		35	\$4,705
TASK 3.2: ADMINISTRATIVE GENERAL PLAN DRAFT	4	40	16	40	20	80	80	280	\$32,740
TASK 3.3: 60-DAY PUBLIC REVIEW DRAFT				8			8	16	\$1,816
PHASE IV - ACHIEVE									\$8,134
TASK 4.1: FINAL PLAN	2	5				10	15	32	\$3,370
TASK 4.2: PLANNING COMMISSION PUBLIC HEARING - CONSIDERATION OF THE FINAL GENERAL PLAN UPDATE		8				8		16	\$2,272
TASK 4.3: TOWN COUNCIL ADOPTION OF THE GENERAL PLAN UPDATE	1	8				8		17	\$2,492
TOTAL PROJECT HOURS	20	215	28	127	28	245	282	945	
SUBTOTAL									\$118,528
REIMBURSABLE (MILEAGE, MEALS, REPROGRAPHICS, PUBLIC MEETING MATERIALS)									\$1,400
LUMP SUM									\$119,928

Michael Baker International, Inc.

TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	PROJECT MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00	
OPTIONAL TASKS								
OPTION 1 - ADDITIONAL ROUND OF WORK SESSIONS (1 COMMISSION & 1 COUNCIL)		8				20	16	\$4,476
OPTION 2 - HOA PRESENTATION/WORKSHOPS (PER MEETING)		2					4	\$674
OPTION 3 - GENERAL PLAN RATIFICATION SUPPORT (RFP PHASE 5)		10				18	20	\$4,972
OPTION 4 - PER UNIT COST OF ADDITIONAL HARDCOPIES (BASED ON # OF PAGES)								\$20 - \$100
OPTION 5 - ADDITIONAL MEETING ATTENDANCE (BASED ON HOURLY RATES)								HOURLY RATE

9. PROJECT TIME SCHEDULE



- Discussion Hubs
- Planning Commission Work Session/Briefing
- Council Work Session/Briefing
- Community Workshop
- Planning Commission Public Hearing
- Council Public Hearing

ELECTION

10. DISCLOSURES

Michael Baker International, Inc. does not have any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town.

11. ADDITIONAL INFORMATION

A. CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED, OR DBE, IF APPLICABLE.

Not applicable

B. ADDITIONAL INFORMATION

Not applicable.

C. EXCEPTIONS TAKEN TO THE TERMS & CONDITIONS

None

PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, and any amendments contained in this Request for Proposal document and attached Form of Contract for General Plan Update Contract and any written exceptions in the offer accepted by the Town.

The Offeror also certifies it is in compliance with the Non-Collusion and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Michael Baker International, Inc.

Company Name

2929 N. Central Avenue, Suite 800

Address

Phoenix AZ 85012

City

State

Zip

(602) 798-7521

Telephone Number

September 11, 2020

Date


Signature of Authorized Person

Kevin Kugler, AICP

Printed Name

Planning Operations Manager | Project Director

Title

(602) 279-1411

Fax Number

KKugler@mbakerintl.com

E-Mail Address

Proposal must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered Responsive Proposal(s) unless it is established that all contractual responsibility rests solely with one Consultant or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

PROPOSER QUESTIONNAIRE

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work. These Questions will be answered directly in Bonfire.

Offeror acknowledges that NO changes to the Town's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being considered non-responsive.

☒ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise's Valley Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

☒ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise Valley 's Scope of Work and takes no exceptions.

☒ True ☐ False *If False, give reason below*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned

business enterprise? ☐ Yes ☒ No If yes, please provide details and documentation of the certification.

For **Clarification** of this offer contact:

Kevin Kugler, AICP

Printed Name

2929 N. Central Avenue, Suite 800

Address

Phoenix **AZ** **85012**

City

State

Zip

Planning Operations Manager/Project Director

Title

Kkugler@mbakerintl.com

E-Mail Address

(602) 798-7521

Telephone Number

If Applicable, Consultant's License Number and Classification:

American Institute of Certified Planners, #12996

The Offeror hereby acknowledges that the proposal, including pricing, is based on the addenda that were issued and posted on the Town's website at <http://www.paradisevalleyaz.gov/bids.aspx>. by the Town prior to opening of this proposal, as follows (Itemize Addenda, if Any):

Addendum No(s). _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

NOTE:

“Please *do not* return a copy of the solicitation/addenda(s) with your proposal/submittal.

REFERENCE FORM

Please list a minimum of three (3) owner references from similar projects whom the Town may contact:

1. Company: Town of Cave Creek
Contact Name: Luke Kautzman Phone: (480) 488-6633
Email: lkautzman@cavecreek.org
Project Name: Cave Creek General Plan Update
Project Cost: \$60,130
Project Description: General plan update for a small, affluent, land locked community, known for its western heritage, open spaces, and large lot residential development patterns.

2. Company: Town of Gilbert
Contact Name: Eva Cutro Phone: (480) 503-6782
Email: eva.cutro@gilbertaz.gov
Project Name: Gilbert General Plan Update
Project Cost: \$350,000
Project Description: General plan update for a land locked community known for its quality of life, importance on family, faith, and community, and pride in its agricultural heritage.

3. Company: Town of Carefree
Contact Name: Gary Neiss Phone: (480) 488-3686
Email: gary@carefree.org
Project Name: Carefree Village Center Master Plan
Project Cost: \$145,890
Project Description: Downtown plan focused on improving the vibrancy of this small town core by enhancing four key elements: Design, Economics, Promotion, and Organization.

AFFIDAVIT OF NON-COLLUSION

Kevin Kugler, AICP

, being first duly sworn, deposes and says:

That he/she is **Planning Operations Manager** of **Michael Baker International, Inc.**
(Title) (Name of Business)

submitting an Offer/Proposal in response to Request for Proposal No. 20-112-CMD for General Plan Update in the Town of Paradise Valley, Arizona.

That, in connection with the above-mentioned project, neither the affiant, nor anyone associated with the aforesaid business has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.




Signature of Authorized Representative

Kevin Kugler, Planning Operations Manager

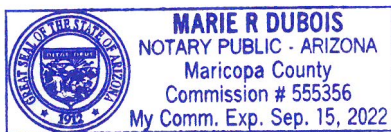
Printed Name and Title of Authorized Representative

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9th day of September, 2020,
by Kevin Kugler for the purposes contained herein.


_ Notary Public Marie Dubois

My Commission Expires: September 15, 2022



LITIGATION DISCLOSURE FORM

The Proposer shall include disclosure of any issue or potential issue that may have a material bearing on the Consultant's ability to complete the Scope of Work, including but not limited to any material contingent liabilities or uninsured potential losses, and involuntary contract terminations in any jurisdiction



Signature

Planning Operations Manager

Title

Kevin Kugler

Printed Name

September 12, 2020

Date

COMPANY NAME: Michael Baker International, Inc.

AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the Bid in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:


1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You must select one of the following:

☒ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my response will become public record.

☐ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of Paradise Valley's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town of Paradise Valley in defending such an action.


Signature of persons Authorized to Sign

Kevin Kugler, Planning Operations Manager

Printed Name and Title

Michael Baker International, Inc.

Company Name

2929 N. Central Avenue, Suite 800

Address

Phoenix	AZ	85012
City	State	Zip

RESUMES | PROJECT DIRECTOR

KEVIN KUGLER, AICP

Kevin oversees Michael Baker's diverse Planning Department. He offers extensive experience in leadership and project management over numerous municipal planning, design, and development projects. His experience includes the management and oversight of a wide array of multi-disciplinary teams and planning projects relating to General Plan developments and updates, area and master plans, transportation and multi-modal planning, visioning and theming, economic impact studies, and associated public involvement efforts. Kevin's background includes 12 years managing municipal planning departments in the cities of Show Low and Goodyear. His unique cross-section of project experience helps to provide insight into many of the growth and policy dynamics public agencies face, as well as understand how to build an atmosphere of collaboration, trust, and confidence with project stakeholders.

EXPERIENCE: 29 years (16 with Michael Baker)

AVAILABILITY: 35%

EDUCATION: M.E.P., Urban and Regional Planning; B.S., Business Administration

AFFILIATIONS: American Institute of Certified Planners; American Planning Association; Urban Land Institute; Valley Partnership

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker is currently assisting in the process of updating the Town's General Plan. Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values, and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. Michael Baker deployed pop-up roadside drive-in workshops to engage residents in a grassroots (COVID friendly) manner that instilled feedback loops to allow residents to not only share input, but to explore policy solutions directly related to issues that were most important to them.

GENERAL PLAN UPDATE | GILBERT, AZ | 2020 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

VISUALLY SIGNIFICANT CORRIDOR MASTER PLAN | PARADISE VALLEY, AZ | 2018 | PROJECT DIRECTOR

Kevin was the planning and public outreach lead during the process to develop the master plan of prominent streets that demonstrate the character of the Town, primarily Lincoln Drive and Tatum Boulevard. The purpose of this plan was to provide consistent gateway elements and streetscape themes. The streetscape includes a variety of elements such as vehicle travel lanes, bike lanes, sidewalks, utility poles, trees, accent plantings, lighting, and signage.

CHENEY & CHEROKEE WASHES WATERSHED STUDY | PARADISE VALLEY, AZ | 2018 | PUBLIC OUTREACH LEAD

Kevin conducted public open house meetings to gather input from residents. With this information, well-educated solutions were proposed to help mitigate future flooding in the town. As a subconsultant, Michael Baker completed a comprehensive study of the watershed to identify flood hazards, ascertain the Town's acceptable flood risk tolerance, develop and evaluate solutions for localized and systemwide flood hazards, and create a capital improvement plan (CIP) to program drainage solutions.

GENERAL PLAN UPDATE | PEORIA, AZ | 2018 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker assisted in the process of updating the City of Peoria's General Plan. Primary responsibilities include analyzing and drafting the City's Circulation, Historic Resources, Revitalization and Redevelopment, Cost of Development, Public Services and Facilities, and Arts and Culture elements. Michael Baker utilized information from the Existing Conditions Report along with public input, Council direction, and evaluation of

current studies and programs to draft goals and policies that will guide Peoria over the next 20 years. This work specifically incorporated active transportation recommendations to enhance the overall transportation system, strategic redevelopment and historic preservation measures focused on the City's Old Town district, and sustainable water and wastewater management practices.

SAN TAN VALLEY SPECIAL AREA PLAN | PINAL COUNTY, AZ | 2018 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker assisted with the development of a special area plan for the large unincorporated community. Our team worked to evaluate and establish public policy and planning guidance relative to land use, transportation systems, open space and natural resources, and public facilities and services. The project also completed a "health in all policies" program initiative that includes an HIA for the planning area.

GENERAL PLAN UPDATE | SURPRISE, AZ | 2015 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker served as the City's consultant for this major general plan amendment that updated six key elements of the Surprise General Plan, adopted by City Council in December 2015. This project involved the challenge of developing, introducing, and garnering community and developer buy-in and support for a paradigm shift to a character area-based land use planning and policy approach away from the traditional land use planning practices. Consultant's tasks included the update and authoring of the land use, circulation, housing, economic development, growth areas and implementation elements, extensive coordination with staff and others in the update of other Plan elements, GIS file deliverables, and leading all aspects of the community open houses and workshops.

GENERAL PLAN UPDATE | SOMERTON, AZ | 2014 | PROJECT DIRECTOR

Kevin was responsible for project management oversight and quality control. Michael Baker provided a general plan update. Funded through a CDBG Grant, this project focused on "Re-Envisioning" Somerton by helping to guide development over the next 20 to 25 years. The project incorporated an extensive public involvement effort that included interviews with community leaders, steering committee members, and city staff; public workshops that incorporated interactive audience response technology and "Somerton the Board Game" design activities; youth design workshops and surveys; and newspaper articles and public ad campaign. To accommodate the city's diverse population, all public involvement services and materials were provided in both English and Spanish. The final work effort included updating all the existing elements of the general plan, revising the land use plan, and establishing a comprehensive implementation plan.

GENERAL PLAN UPDATE | SCOTTSDALE, AZ | 2014 | PROJECT FACILITATOR

Kevin assisted in the facilitation of task force meetings and led the development and participation in community open houses. Tasks included strategizing and developing materials and techniques to provide notification to a broad constituency of citizens including workshops and discussions, open house series, focus groups, community presentations, social media, and other promotional materials.

GILA RIVER RESTORATION SPECIFIC AREA PLAN | BUCKEYE, AZ | 2018 | PROJECT DIRECTOR

Kevin provided leadership in assisting the Town with plan development and public involvement for an extensive Specific Area Plan exercise that includes 50 square miles and numerous stakeholder interests. Project objectives included the preparation of land use, circulation and open space mapping, policies and design guidelines to provide and desired blend and balance of preservation and restoration locations in the Gila River, with high intensity employment uses planned along the S.R. 30 (I-10 reliever) corridor in close proximity to the Gila River and existing Town Center.

GENERAL PLAN | PARKER, AZ | 2015 | PROJECT DIRECTOR

Kevin assisted the Town of Parker in completing a comprehensive and detailed update of their General Plan and Zoning Code. This project was predicated on protecting the Town's past while expanding its future through safeguarding quality of life and encouraging economic prosperity. The specific workflow for this project included developing the Town's first GIS database, coordination of a grassroots public outreach and participation plan, creation of alternative land use plans for "Parker South", and a complete technical diagnosis of the existing Zoning Code. In order to respond to the Town's need to address current development pressures, the schedule for this project was completed in 8 months.

RESUMES | PROJECT MANAGER

MATT KLYSZEIKO, AICP

EXPERIENCE: 20 years (16 with Michael Baker)

AVAILABILITY: 40%

EDUCATION: B.S., Urban Planning

AFFILIATIONS: American Institute of Certified Planners

Matt leads Michael Baker's Community Planning team. He is an experienced project manager skilled in several facets of planning, including visioning, long range land use planning, master and specific planning, urban design, revitalization, and design guidelines. Matt is most passionate about working at the intersection of land use planning and economics to define viable places that enrich the built environment. He is also adept at integrating public outreach into the planning process, communicating between diverse interests, facilitating decision making, and bridging the gap between technical experts and the general public.

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | PROJECT MANAGER

Matt was responsible for project management oversight and quality control. Michael Baker is currently assisting in the process of updating the Town's General Plan. Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values, and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. Michael Baker deployed pop-up roadside drive-in workshops to engage residents in a grassroots (COVID friendly) manner that instilled feedback loops to allow residents to not only share input, but explore policy solutions directly related to issues that were most important to them. This General Plan Update is now scheduled to seek voter ratification in May of 2021.

GENERAL PLAN UPDATE | GILBERT, AZ | 2020 | PROJECT MANAGER

Matt was responsible for project management oversight and quality control. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

GENERAL PLAN UPDATE | PEORIA, AZ | 2018 | PROJECT MANAGER

Matt was responsible for analyzing and drafting the City's Circulation, Historic Resources, Revitalization and Redevelopment, Cost of Development, Public Services and Facilities, and Arts and Culture elements. Michael Baker assisted in the process of updating the City of Peoria's General Plan. Michael Baker utilized information from the Existing Conditions Report along with public input, Council direction, and evaluation of current studies and programs to draft goals and policies that will guide Peoria over the next 20 years. This work specifically incorporated active transportation recommendations to enhance the overall transportation system, strategic redevelopment and historic preservation measures focused on the City's Old Town district, and sustainable water and wastewater management practices.

CAREFREE VILLAGE CENTER MASTER PLAN | CAREFREE, AZ | 2015 | PROJECT MANAGER

Matt was responsible for project management oversight and quality control. Michael Baker assisted the Town with plan development and public involvement in the development of actionable implementation tasks. This project is focused on improving the vibrancy of this small town core by enhancing four key elements: Design, Economics, Promotion, and Organization. Following the completion of an extensive Town Center assessment that included stakeholder interviews, Council work sessions, and design charrettes, the project is now formulating specific project recommendations that will be implemented over near and long term periods.

GILA RIVER RESTORATION SPECIFIC AREA PLAN | BUCKEYE, AZ | 2018 | PROJECT MANAGER

Matt led extensive planning and public involvement efforts for the City of Buckeye. Michael Baker assisted the Town with plan development and public involvement for an extensive Specific Area Plan exercise that includes 50 square miles and numerous

stakeholder interests. Project objectives included the preparation of land use, circulation and open space mapping, policies and design guidelines to provide and desired blend and balance of preservation and restoration locations in the Gila River, with high intensity employment uses planned along the S.R. 30 (I-10 reliever) corridor in close proximity to the Gila River and existing Town Center.

SAN TAN VALLEY SPECIAL AREA PLAN | PINAL COUNTY, AZ | 2018 | PROJECT MANAGER

Matt was responsible for leading extensive land use, transportation, and development planning services, as well as public involvement. Michael Baker assisted with the development of a special area plan for the large unincorporated community. Our team worked to evaluate and establish public policy and planning guidance relative to land use, transportation systems, open space and natural resources, and public facilities and services. The project also completed a "health in all policies" program initiative that includes an HIA for the planning area.

GENERAL PLAN UPDATE | SCOTTSDALE, AZ | 2014 | PROJECT FACILITATOR

Matt was responsible for project management oversight and quality control. Michael Baker assisted in the facilitation of task force meetings and led the development and participation in community open houses. Tasks included strategizing and developing materials and techniques to provide notification to a broad constituency of citizens including workshops and discussions, open house series, focus groups, community presentations, social media, and other promotional materials.

GENERAL PLAN | PARKER, AZ | 2015 | PROJECT DIRECTOR

Matt was responsible for project management oversight and quality control. Michael Baker assisted the Town in completing a comprehensive and detailed update of their General Plan and Zoning Code. This project was predicated on protecting the Town's past while expanding its future through safeguarding the quality of life and encouraging economic prosperity. The specific workflow for this project included developing the Town's first GIS database, coordination of a grassroots public outreach and participation plan, creation of alternative land use plans for "Parker South", and a complete technical diagnosis of the existing Zoning Code.

GENERAL PLAN UPDATE | SOMERTON, AZ | 2014 | PROJECT MANAGER

Matt was responsible for the final work effort including updating all the existing elements of the general plan, revising the land use plan, and establishing a comprehensive implementation plan. This general plan update focused on "Re-Envisioning" Somerton by helping to guide development over the next 20 to 25 years. The project incorporated an extensive public involvement effort that included interviews with community leaders, steering committee members, and city staff; public workshops that incorporated interactive audience response technology and "Somerton the Board Game" design activities; youth design workshops and surveys; and newspaper articles and public ad campaign.

GENERAL PLAN UPDATE | SURPRISE, AZ | 2015 | PROJECT MANAGER

Matt was responsible for authoring the land use, circulation, housing, economic development, growth areas and implementation elements, extensive coordination with staff and stakeholders in the update of other Plan elements, and leading all aspects of the community open houses and workshops. Michael Baker served as the City's consultant for this major general plan amendment that updated six key elements of the Surprise General Plan, adopted by City Council in December 2015. This project involved the challenge of developing, introducing, and garnering community and developer buy-in and support for a paradigm shift to a character area based land use planning and policy approach away from the traditional land use planning practices.

SONORAN VALLEY GENERAL PLAN AMENDMENT | GOODYEAR, AZ | 2007 | PROJECT MANAGER

Matt assisted in the development of the amendment for the Sonoran Valley, including the creation of land use plans, land ownership information, public land maps, a transportation element, and water-sewer master plans. This nine-month effort included coordination of the compilation of land use planning and technical studies and facilitation of City of Goodyear, Bureau of Land Management (BLM), State Land Department, Montage Holdings, and other stakeholder interests throughout the complex and detailed planning process. Work elements included coordination with the State Land Department on land use plans for state trust land and an iterative process with landowners to refine the land use and circulation plans.

RESUMES | POLICY LEAD

ADAM PRUETT, AICP

Adam has more than two decades of experience in the public and private sectors and has developed the ability to successfully and ethically navigate complex political environments, analyze organizational performance and industry data for decision-making purposes, develop operational and project budgets, and maintain trusting relationships with project stakeholders, and community members.

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | PROJECT PLANNER

Adam is responsible for coauthoring elements as well as public engagement support. Michael Baker is currently assisting in the process of updating the Town's General Plan. Our Team approached this project by first establishing an outreach process that worked to validate the vision, values, and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. Michael Baker deployed pop-up roadside drive-in workshops to engage residents in a grassroots (COVID friendly) manner that instilled feedback loops to allow residents to not only share input, but to explore policy solutions directly related to issues that were most important to them. This General Plan Update is now scheduled to seek voter ratification in May of 2021.

GENERAL PLAN UPDATE | GILBERT, AZ | 2020 | PROJECT PLANNER

Adam was responsible for facilitating public and stakeholder engagement as well as authoring elements. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

2040 INTO VIEW GENERAL PLAN UPDATE | EL MIRAGE, AZ | 2020 | PROJECT PLANNER

Adam served as the GIS Lead and coauthoring the economic development and public facilities elements. The Michael Baker team assisted in the comprehensive General Plan update that created a blueprint for development over the next 20 years. Michael Baker established a diverse public outreach and participation plan which aided in the creation of the following elements; recreation and open space, land use, circulation, economic development, growth areas, cost of development, water resources, conservation & redevelopment, neighborhood health, and public facilities and services.

GENERAL PLAN UPDATE | PAGE, AZ | 2019 | PROJECT MANAGER

Adam served as the GIS Lead and coauthored elements of the update. Michael Baker worked closely with the City of Page to prepare key updates to the General Plan. These updates focused on areas of deficiency such as plan administration and amendment criteria as well as statutory compliance issues related to land use considerations.

OLD TOWN BLOCK STRATEGY | PEORIA, AZ | 2019 | PEORIA PROJECT PLANNER

Prior to joining Michael Baker, Adam was the City of Peoria's Planning Division Manager. The City of Peoria is in the process of revitalizing their Old Town to create a cultural and economic hub that will be viewed as an authentic and unique destination within the City. Michael Baker is assisting the City by developing a strategy drawing upon the collective past efforts, current condition, and future economic development possibilities to define a systematic program of actions and branding strategies that will maintain momentum and lead the development of the Old Town as a destination.

GENERAL PLAN UPDATE | PEORIA, AZ | 2018 | PLANNING DIVISION MANAGER

Prior to joining Michael Baker, Adam was the City of Peoria's Planning Division Manager. The City of Peoria partnered with Michael Baker to prepare a comprehensive update to the General Plan that would effectively result in the City's first 'new' plan since 2000 when the Growing Smarter legislation required the adoption and ratification of a General Plan. The new Plan would encompass all 17 state-mandated elements due to increases in the City's population. This process involved an extensive public outreach program, a significant online presence and participation rate.

EXPERIENCE: 25 years (1 with Michael Baker)

AVAILABILITY: 50%

EDUCATION: M.B.A., Business Administration; B.S. Planning

AFFILIATIONS: American Institute of Certified Planners

RESUMES | POLICY/PUBLIC OUTREACH

TRISTAN BLACK, AICP

Tristan has over four years of planning experience serving as a transportation and community planner on a variety of projects including site plans, roadway projects, mobility studies, land use plans, design guidelines, active transportation plans, and ADA accessibility studies.

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | COMMUNITY PLANNER

Tristan drafted policies, authored the first-ever Wildfire Resiliency element, and supported public outreach efforts including community workshops and the Cave Creek Beer Festival. Michael Baker is currently assisting in the process of updating the Town's General Plan. Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values, and goals which existed in the current General Plan to understand both what worked as well as where change was necessary.

VISUALLY SIGNIFICANT MASTER PLAN | PARADISE VALLEY, AZ | 2018 | MOBILITY PLANNER

Tristan assisted with graphic design and provided public outreach support. Michael Baker lead the public outreach for the process to develop the master plan of prominent streets, primarily Lincoln Drive and Tatum Boulevard, that demonstrate the character of the Town. The purpose of the plan is to provide consistent gateway elements and streetscape themes. The streetscape includes a variety of elements such as vehicle travel lanes, bike lanes, sidewalks, utility poles, trees, accent plantings, lighting, and signage.

CHENEY & CHEROKEE WASHES WATERSHED STUDY | PARADISE VALLEY, AZ | 2018 | PUBLIC OUTREACH/GIS ANALYST

Tristan created maps for exhibits, identified HOA's and neighborhood groups to ensure a comprehensive outreach effort, created public outreach materials, and drafted ads for the community newspaper and website. As a subconsultant, Michael Baker completed a comprehensive study of the watershed to identify flood hazards, ascertain the Town's acceptable flood risk tolerance, develop and evaluate solutions for localized and systemwide flood hazards, and create a capital improvement plan (CIP) to program drainage solutions.

2040 INTO VIEW GENERAL PLAN UPDATE | EL MIRAGE, AZ | 2020 | PLANNING ASSOCIATE

Tristan coauthored elements and provided public involvement support. The Michael Baker team assisted in the comprehensive General Plan update that created a blueprint for development over the next 20 years. The Michael Baker Team established a diverse public outreach and participation plan which aided in the creation of the following elements; recreation and open space, land use, circulation, economic development, growth areas, cost of development, water resources, conservation & redevelopment, neighborhood health, and public facilities and services.

GENERAL PLAN UPDATE | GILBERT, AZ | ONGOING | PLANNING ASSOCIATE

Tristan coauthored elements and provided public involvement support. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

COMPREHENSIVE DESIGN GUIDELINES | MESA, AZ | ONGOING | PLANNING ASSOCIATE

Tristan coauthored guidelines, created graphics, and provided public involvement support. Michael Baker is currently evaluating the City of Mesa's Adaptive Reuse Program and various Design Guidelines throughout the City to create a seamless, overarching document that will provide city-wide guidance for development over the next 20 years. Michael Baker is outlining policies regarding land use, transportation, accessibility, open space, design, and historic preservation, and adaptive reuse opportunities that will all aid in creating a more unified and successful Mesa.

EXPERIENCE: 4 years (2 with Michael Baker)

AVAILABILITY: 50%

EDUCATION: M.U.E.P., Transportation and Urban Planning; B.S., Urban/Environmental Planning

AFFILIATIONS: American Institute of Certified Planners

RESUMES | TRANSPORTATION PLANNING

BRIAN SNIDER

Brian's project experience lies at the nexus of transportation and community planning with involvement in general plans, economic development studies, municipal and regional transportation master plans, multimodal studies, corridor studies, and transit feasibility studies. Brian excels at integrating innovative geospatial analyses within planning processes to streamline data collection while arriving at data driven results shaping strategies to improve mobility and access creating vibrant, livable communities.

EXPERIENCE: 6 years (3 with Michael Baker)

AVAILABILITY: 40%

EDUCATION: B.S. Urban Planning;
B.A. Sustainable Urban Dynamics

AFFILIATIONS: American Planning Association

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | PLANNING ASSOCIATE

Brian's responsibilities included data collection, GIS analysis, and graphic creation. Michael Baker is currently assisting in the process of updating the Town's General Plan. Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. Michael Baker deployed pop-up roadside drive-in workshops to engage residents in a grassroots (COVID friendly) manner that instilled feedback loops to allow residents to not only share input, but explore policy solutions directly related to issues that were most important to them. This General Plan Update is now scheduled to seek voter ratification in May of 2021.

2040 INTO VIEW GENERAL PLAN UPDATE | EL MIRAGE, AZ | 2020 | PLANNING ASSOCIATE

Brian's responsibilities included data collection, GIS Analysis, and graphic design. The Michael Baker team assisted in the comprehensive General Plan update that created a blueprint for development over the next 20 years. Michael Baker established a diverse public outreach and participation plan which aided in the creation of the following elements; recreation and open space, land use, circulation, economic development, growth areas, cost of development, water resources, conservation & redevelopment, neighborhood health, and public facilities and services.

GENERAL PLAN UPDATE | GILBERT, AZ | 2020 | PLANNING ASSOCIATE

Brian's responsibilities included data collection, GIS Analysis, and graphic design. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

GENERAL PLAN UPDATE | PEORIA, AZ | 2019 | PLANNING ASSOCIATE

Brian's responsibilities included analyzing and coauthoring elements, and incorporating active transportation recommendations to enhance the overall transportation system focused on the City's Old Town district. The City of Peoria partnered with Michael Baker to prepare a comprehensive update to the General Plan that would effectively result in the City's first 'new' plan since 2000 when the Growing Smarter legislation required the adoption and ratification of a General Plan. The new Plan would encompass all 17 state-mandated elements due to increases in the City's population. This process involved an extensive public outreach program, a significant online presence and participation rate.

SAN TAN VALLEY SPECIAL AREA PLAN | PINAL COUNTY, AZ | 2018 | PLANNING ASSOCIATE

Brian's responsibilities included analyzing and coauthoring elements, as well as public involvement support. Michael Baker assisted with the development of a special area plan for the large unincorporated community. Our team worked to evaluate and establish public policy and planning guidance relative to land use, transportation systems, open space and natural resources, and public facilities and services. The project also completed a "health in all policies" program initiative that includes an HIA for the planning area.

RESUMES | ANALYSIS/GIS

MATT GOMEZ

Matt is well versed in land use, active transportation, economic development, and comprehensive and general plans. He is proficient with Esri GIS and Adobe Creative Cloud for geospatial analytics as well as graphics, and report creation.

GENERAL PLAN UPDATE | CAVE CREEK, AZ | 2021 | GIS & PLANNING SUPPORT

Matt serves as the GIS Lead providing geospatial analysis to guide policy decisions. Michael Baker is currently assisting in the process of updating the Town's General Plan. Michael Baker approached this project by first establishing an outreach process that worked to validate the vision, values, and goals which existed in the current General Plan to understand both what worked as well as where change was necessary. Michael Baker deployed pop-up roadside drive-in workshops to engage residents in a grassroots (COVID friendly) manner that instilled feedback loops to allow residents to not only share input, but to explore policy solutions directly related to issues that were most important to them.

2040 INTO VIEW GENERAL PLAN UPDATE | EL MIRAGE, AZ | 2020 | GIS & PLANNING SUPPORT

Matt was responsible for GIS analysis and graphic design, as well as public involvement support. The Michael Baker team is assisting in the creation of a comprehensive General Plan update that will create a blueprint for development over the next 20 years. While small in area, El Mirage has experienced a very significant population boom in the past 40 years along with most west valley cities that have or currently are transitioning from rural agriculture to more suburban residential land uses.

GENERAL PLAN UPDATE | GILBERT, AZ | 2020 | GIS & PLANNING SUPPORT

Matt was responsible for GIS analysis and economic edge analysis, graphic design, and public involvement support. Michael Baker recently served as the Town's prime consultant for their comprehensive General Plan update that will lead landlocked Gilbert to its build-out condition by 2030. The Michael Baker Team used an innovative and interactive systems approach to restructure and update all of the 17 elements in the General Plan. Effective planning, document organization and proactive outreach efforts resulted in an 80% public approval vote for this General Plan in August of 2020.

GENERAL PLAN UPDATE | SOMERTON, AZ | 2020 | GIS & PLANNING SUPPORT

Matt was the primary author of the City's first-ever Economic Development Element included in this update. This general plan update focused on "Re-Envisioning" Somerton by helping to guide development over the next 20 to 25 years. The project incorporated an extensive public involvement effort that included interviews with community leaders, steering committee members, and city staff; public workshops that incorporated interactive audience response technology and "Somerton the Board Game" design activities; youth design workshops and surveys; and newspaper articles and public ad campaign.

GENERAL PLAN UPDATE | PAGE, AZ | 2019 | GIS & PLANNING SUPPORT

Matt served as GIS Lead for the update to the land use plan to bring it into compliance with state statutes, as well as created an aggregate mining map to meet state-mandated requirements for aggregate material resource preservation. Michael Baker worked closely with the City of Page to prepare key updates to the General Plan. These updates focused on areas of deficiency such as plan administration and amendment criteria as well as statutory compliance issues related to land use considerations.

ACTIVE TRANSPORTATION PLAN | FLORENCE, AZ | 2019 | GIS & PLANNING SUPPORT

Matt provided public engagement support, planning, and GIS analysis of existing and future traffic conditions for roadway functional classification recommendations as well as current and historic traffic safety data for roadway and intersection safety improvements. Michael Baker recently completed the first-ever Active Transportation Plan for the Town, adopted in July 2019. The goal of the project was to create a safe and efficient multimodal transportation system unifying the existing development within the Town.

EXPERIENCE: 2 years (2 with Michael Baker)

AVAILABILITY: 45%

EDUCATION: M.U.E.P., Urban and Environmental Planning; B.S., Urban/Environmental Planning

RESUMES | TRAFFIC PLANNING

SMITHA KUNDUR, P.E.

Smitha has experience in the traffic engineering and transportation fields. Her experience includes traffic impact analyses, safety analysis, level-of-service analyses, traffic volume analyses, crash research, signal timing and coordination analyses, signal design, signing and marking design, and ITS design. She has experience with project specifications and estimates and is proficient in Synchro, Traffix, AutoCAD, and Microstation.

EXPERIENCE: 12 years (7 with Michael Baker)

AVAILABILITY: 45%

EDUCATION: B.Tech., Civil Engineering

REGISTRATION: Professional Engineer - Civil, Arizona, 2016, 61947

MCDOWELL ROAD BICYCLE LANES | SCOTTSDALE, AZ | 2021 | TRAFFIC ENGINEER

Smitha is responsible for roadway signing and marking and traffic control. Michael Baker provided design services for the McDowell Road Bicycle Lane project. The McDowell Road Corridor has transformed from a commercial center into a more urbanized community. The Michael Baker team developed a project assessment that provided analysis and design for the installation of bike lanes along McDowell Road between 64th Street and Pima Road. These improvements were seamlessly tied into existing segments by narrowing lane widths and narrowing or shifting center medians. Our team coordinated with the City early in the project development to support efforts to connect the bike lane facilities at the 64th Street intersection.

ASPHALT RUBBER ASPHALT CONCRETE OVERLAY - NE ARTERIALS PAVEMENT OVERLAY & GUARDRAIL | SCOTTSDALE, AZ | 2021 | TRAFFIC ENGINEER

Smitha developed the traffic engineering plans for the scoping design report and reviewed signing and pavement marking plans. Michael Baker prepared an SDR in coordination with MCDOT, the City of Scottsdale, and the Tonto National Forest Service to maintain the structural integrity and improve roadway rideability, safety, and longevity. The pavement preservation provided an asphalt overlay of the existing pavement with 1.5" asphalt rubber, and an evaluation of existing guardrail and end terminals at eight locations, ROW, drainage, utilities, traffic signing/marketing, and maintenance issues assessment.

TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS | PARADISE VALLEY, AZ | 2015 | TRAFFIC ENGINEER

Smitha's responsibilities included completing the signal design plans for all of the intersections in Paradise Valley. Other project tasks included reviewing existing traffic volumes and signal timing provided by the town, developing existing Synchro networks for all peak periods with existing traffic volumes and existing signal timings, collecting field data, assisting in developing the town's clearance interval policy, calculating new clearance intervals at all the intersections, completing travel time runs on the study corridors, and developing new signal timing and coordination plans. Michael Baker provided engineering services for improvements to the Town's 12 signalized intersections.

INDIAN SCHOOL ROAD CORRIDOR SAFETY IMPROVEMENT PLAN (CISP) PILOT PROJECT | PHOENIX, AZ | 2015 | TRAFFIC ENGINEER

Smitha's responsibilities included developing the process chart based on the scope, analysis of the crash data, traffic volumes and capabilities, tabulating the issues and recommendations based on the field reviews, researching and documenting the crash modification factors, completing report documenting all the procedures, findings, and recommendations. Michael Baker conducted a pilot project for this corridor to address road safety issues, as well as identified possible public outreach/media campaigns and enforcement efforts to be considered for implementation.

CAVE CREEK/CAREFREE TRANSPORTATION FRAMEWORK STUDY | CAVE CREEK/CAREFREE, AZ | 2014 | TRAFFIC ENGINEER

Smitha was responsible for evaluating the existing/future traffic conditions, level-of-service determination, and crash analysis. Michael Baker developed a transportation framework study (TFF) for a subregional master transportation plan for the towns of Cave Creek and Carefree. The plan developed pedestrian and bicycle linkages between the two communities and enhanced transportation, parking management, and safety for the multiple special events in both communities. The recommendations incorporated road diet recommendations in a context-sensitive manner.

RESUMES | WATER RESOURCES

THIRU BOSE, P.E., CFM

Bose has experience in water resources engineering with an emphasis on floodplain management, design of flood control facilities, and QA/QC reviews on behalf of FEMA. Projects have included drainage design, dam and spillway hydraulics, ADMPs, erosion protection, stormwater management, floodplain studies and mapping, hydraulic modeling and analysis, and mapping review. He is familiar with state-of-the-art hydrologic and hydraulic (H&H) modeling methodologies and computer programs including FLO-2D and integrated SWMM, and RAS2D.

EXPERIENCE: 16 years (<1 with Michael Baker)

AVAILABILITY: 45%

EDUCATION: M.S., Civil and Environmental Engineering; B.S., Civil and Environmental Engineering

LICENSES: Professional Engineer, AZ, 2009, 49343; Certified Floodplain Manager, 2013, US-13-07242

CROSSROADS EAST BASIN INFRASTRUCTURE | SCOTTSDALE, AZ | 2021 | WATER RESOURCES ENGINEER

Bose was responsible for the creation of the drainage report and construction documents for the floodwall/berm, basin, and channel. Michael Baker provided civil engineering and design services to address drainage deficiencies in the Grayhawk development, a utility powerline corridor, open desert, and Basin 53R south of the Scottsdale Water Campus. The project aimed to improve stormwater quality using innovative low-impact development techniques, especially to the powerline corridor. Michael Baker performed irrigation design, utility coordination, surveying, alternative analysis, landscape architecture, and hydrology and hydraulics. All designs were responsive to residents' input. Michael Baker held two stakeholder meetings with the Homeowners' Association to gather feedback regarding proposed designs and landscaping options.

54 ST & SOLANO DR DRAINAGE IMPROVEMENTS | PARADISE VALLEY, AZ | 2021 | WATER RESOURCES ENGINEER

Bose's responsibilities included technical writing and formatting, developing scour calculations, GIS analysis to create exhibits for use in reports and meetings, reviewing and editing plans for the low water crossing complete with specifications, and developing an HEC-RAS 1D model guided by the results from the Cudia City Wash FLO2D models and the results of a DDMSW model which confirmed the flows upstream of the crossing. The goal of this project was to design a low water crossing in the Stone Canyon neighborhood on Solano Drive west of 54th Street.

CUDIA CITY AREA DRAINAGE MASTER STUDY | PHOENIX, AZ | 2020 | PROJECT MANAGER

Bose was responsible for project management oversight and quality control. Michael Baker assisted in data collection for approximately 14 square miles for the Cudia City Wash Area Drainage Master Study. The study quantified the extent of flooding to develop toolsets to guide the formulation and evaluation of future flood mitigation alternatives using 2D H&H.

ELLIOT ROAD AND MCNEIL STREET EXTENSION SCOPING PROJECT | PHOENIX, AZ | 2021 | WATER RESOURCES ENGINEER

Bose is responsible for roadway drainage design. Michael Baker is providing engineering and design services for the development of a scoping design report and 30% plans, which include an evaluation of roadway design alternatives to improve connectivity and access to 30th Drive, maintained by the Maricopa County Department of Transportation. For this project, Michael Baker is performing alternatives design and analysis for paving improvements to Elliot Road and adding the McNeil Street Extension to 30th Drive. Our Team is also providing project management and administrative services, field investigations, utility coordination, traffic analysis, construction timeframe estimates, and stakeholder coordination, as well as overseeing subconsultants for geotechnical services and traffic counts.

General Plan Interview Questions:

Michael Baker International:

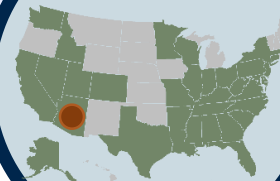
1. Can you elaborate on your proposal for a “Project Immersion Summit.” (what, who, and how)?
2. Can you explain your idea of “Discussion Hubs” and clarify how many (2 or 4) of these you are proposing as outlines in your proposal? Also, who would be the target audience and at what phase of the project would these occur (Recognize, Engage or Enrich)?
3. Your proposal indicates that any public outreach needs to be flexible, organic, and far-reaching approach that is featured across multiple media. What specific outreach tools and digital engagement techniques have you found to be the most successful and what do you propose for the PV General Plan and why?
4. Can you provide examples of what type of information you might get from Social Pinpoint and how it might be applied to the PV General Plan update?
5. Can you elaborate your successful use of the following outreach tools:
 - Online surveys using tools such as MySidewalk or SurveyMonkey
 - QR codes placed at key locations around Town
 - Educational videos
6. Can you provide information on how you will track & address the public comments received throughout the entire process?
7. Can you elaborate on your proposal statement that you believe much of the foundational content from the 2012 Plan is applicable, but could simply benefit from strategic rephrasing, simplification and/or reorganization of Plan content. Do you think PV should consider adding any new elements? Do you think any of the existing elements should be removed?
8. In your cost sheet (Option #3) you offer assistance between Council adoption & Voter ratification for \$4,972. Can you elaborate what type of assistance/support the Town would get for that?
9. Based on the Towns limited budget is there anything that will be sacrificed, or you had to leave out of your proposal?



Town of Paradise Valley
General Plan Update
Consultant Interview

Michael Baker

INTERNATIONAL



Who We Are:

- Began 1940
- 3,000 Employees Worldwide
- 90 Offices in the U.S.
- Staff of 65 in Phoenix Office
 - 6 Planners; 29 Engineers
 - Community Planning
 - Transportation Planning
 - Environmental Planning
 - Civil Engineering
 - Public Engagement

**Proven
Performance
+
Immediate
Relationships**

**General Plan
Experts
+
Relevant
Experience**

**Get the
Work/
Do the
Work**

**Visual
And Graphical
Expertise**

Key Team Members

**Town OF
PARADISE VALLEY**

PROJECT MANAGER
 Matt Klyszeiko, AICP

PROJECT DIRECTOR
 Kevin Kugler, AICP



POLICY
Adam Pruett, AICP



TRAFFIC PLANNING
Smitha Kundur PE



WATER RESOURCES
Thiru Bose, PE, CFM



POLICY/PUBLIC OUTREACH
Tristan Black, AICP

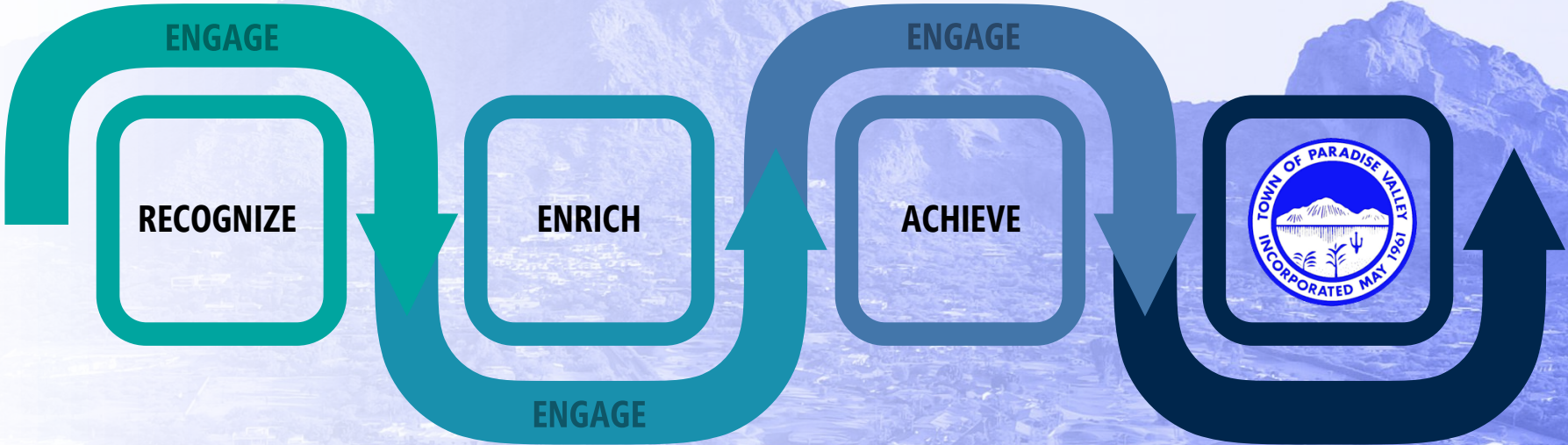


TRANSPORTATION PLANNING
Brian Snider



ANALYSIS/GIS
Matt Gomez

Project Approach



RATIFICATION
(Aug. 2022)



Town of Paradise Valley
General Plan Update
Questions & Answers

Project Immersion (Q1)



**Recognize the value in what exists today
and build on that foundation.**

- Project Immersion Summit
 - Meeting with Town Department Leads
 - One-on-one interview Town Council members & select Planning Commission and community stakeholders
- Staff assists in organizing schedules
- Utilize COVID sensitive measures
- Inform project staff and elected/appointed officials
- Validate pending/future Town work efforts and initiatives
- Document Library & GIS Database



GOVERNMENT

Paradise Valley begins catch-up on General Plan update work

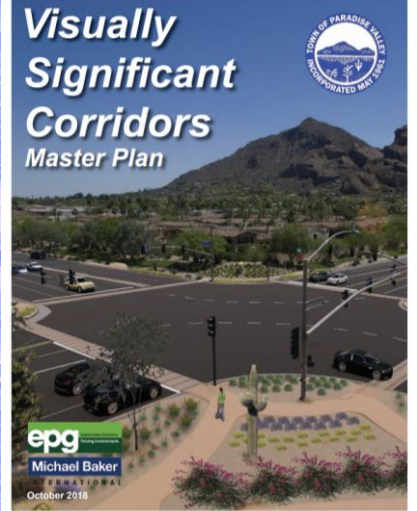
This fall, work may move swiftly on the 2022 General Plan update process as Paradise Valley town staff sets up a series of proposed deadlines to begin renewing the 10-year document. With COVID-19 ...



DEVELOPMENT

Planning Commission requests extension to continue Smoke Tree study

The Paradise Valley Planning Commission is requesting an extension on its study of Smoke Tree Resort, recommending to push its deadline to December. In addition, the commission and applicant have ...



Public Outreach (Q3)

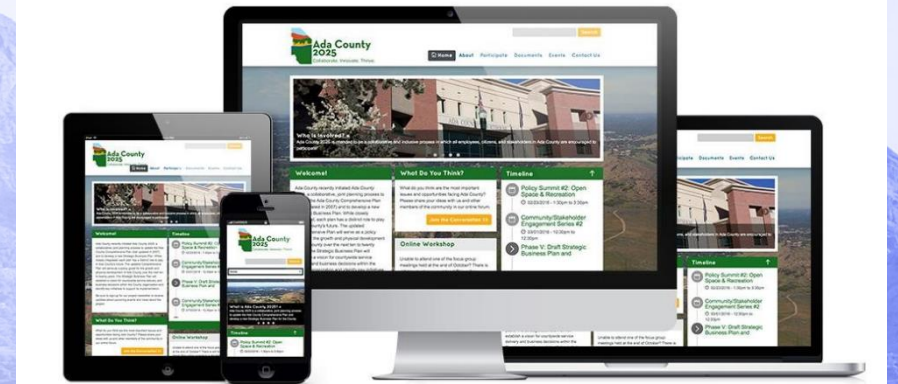
"Go to Them"

Leverage existing communications

- Use existing communication channels (virtual, newspaper, utility bills, bulletin boards, twitter-1,270, facebook-545, Instagram-146, youtube)
- Analyze what residents have already said, identify what we still need to know

Filling in the Gaps

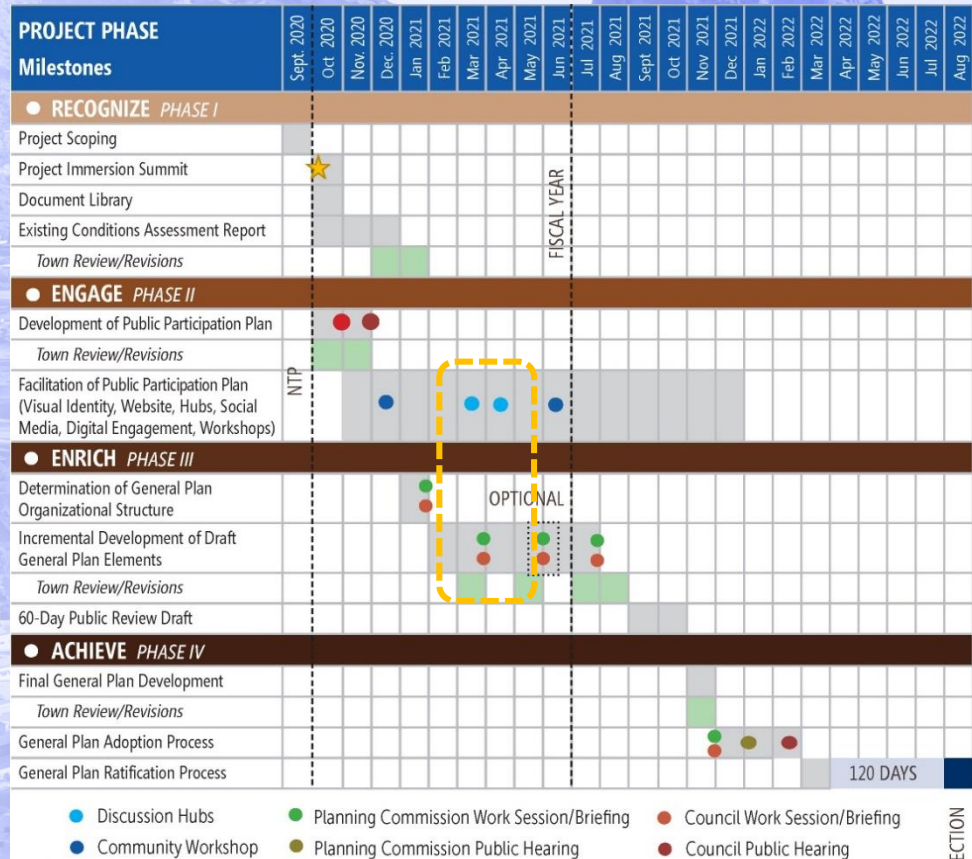
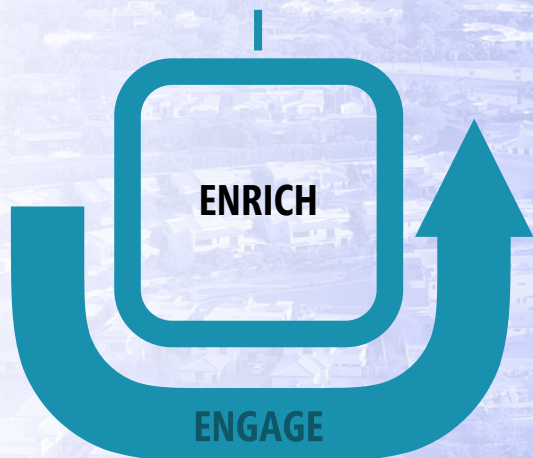
- Mix of traditional and non-traditional approach
 - Develop Project Website (User/Device-friendly, Two-way info portal, FAQ, MBI Hosted)
 - Host Community Workshops (Two Virtual or In-Person Workshops)
 - Discussion Hubs (Two Virtual/In-Person Workshops)
 - Conduct Online Digital Engagement (Social Pinpoint, online surveys, forums)
 - HOA/Community Group Outreach (Optional - Roadshow, meeting in a box)



Discussion Hubs (Q2)

Ideation discussions used to address specific issues where there is a diversity of perspectives.

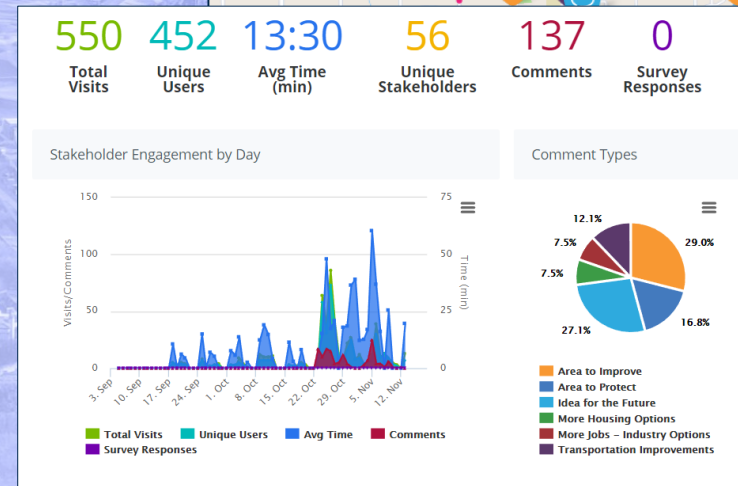
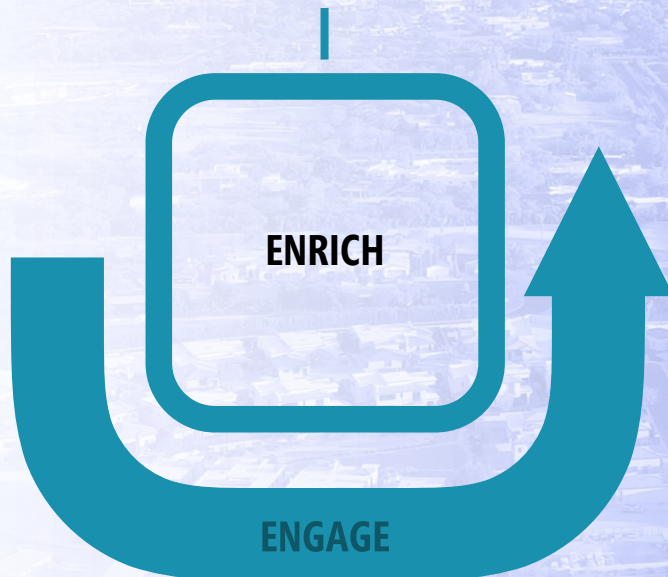
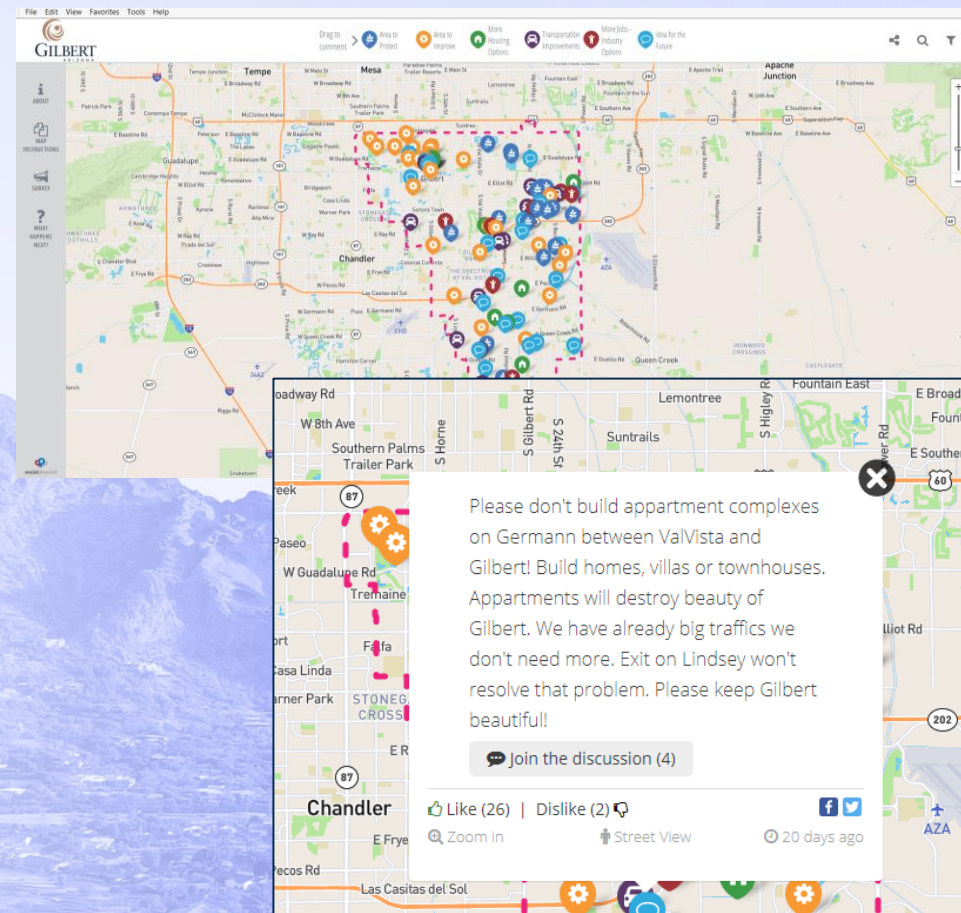
- Conducted as small focus groups or community wide workshops via virtual or in-person forums
- Opportunity to learn about particular issues and explore common ground policies
- Keep the overall General Plan Update process moving in a positive direction
- Scope of Work includes two, with option for two additional (Option 2)
- Examples of topics that could be conducted as part of Discussion Hubs include policy detail for: cut through traffic, non-motorized traffic, non-residential impacts, sustainable development trends or short-term rentals



Social Pinpoint (Q4)

To account for work schedules and family needs, digital engagement allows the public to participate on their own time.

- Device friendly (mobile, tablet and computer)
- Collects survey & geographic based context
- More robust engagement (resident to resident & resident to General Plan Team)
- Detect trends
- More informed/confident decision making



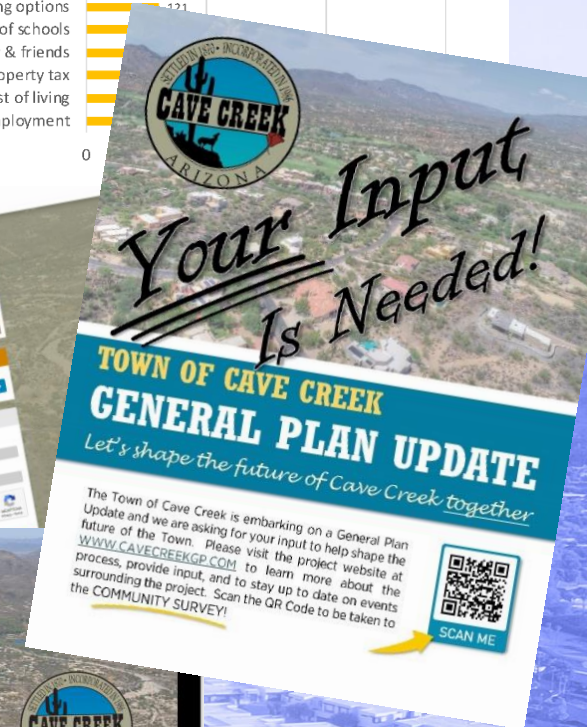
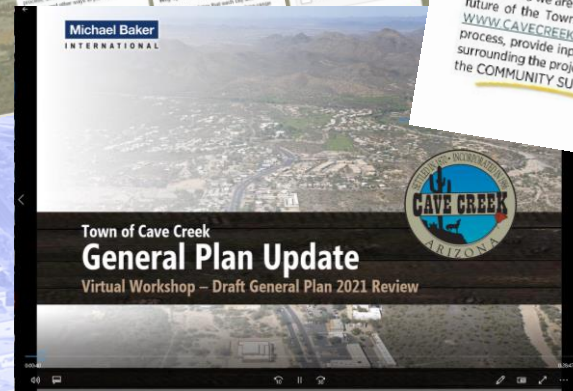
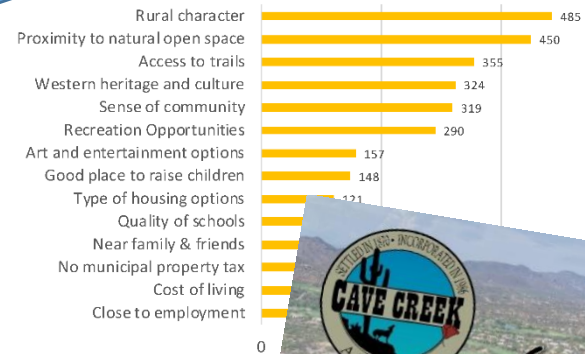
Tool Success (Q5)

An integrated and comprehensive application of outreach tools leads to successful outcomes.
(Cave Creek General Plan Update – Pop. 5,760)

- Online surveys
 - Create confidence
- QR codes placed at key locations
 - Minimize clicks
- Educational videos
 - Explain rather than assume

563
Responses

Why do you choose to live in Cave Creek?



ENRICH

ENGAGE

Project Approach (Q7)

Integrate expertise from a variety of disciplines to ensure innovative and “best fit” solutions to community issues.

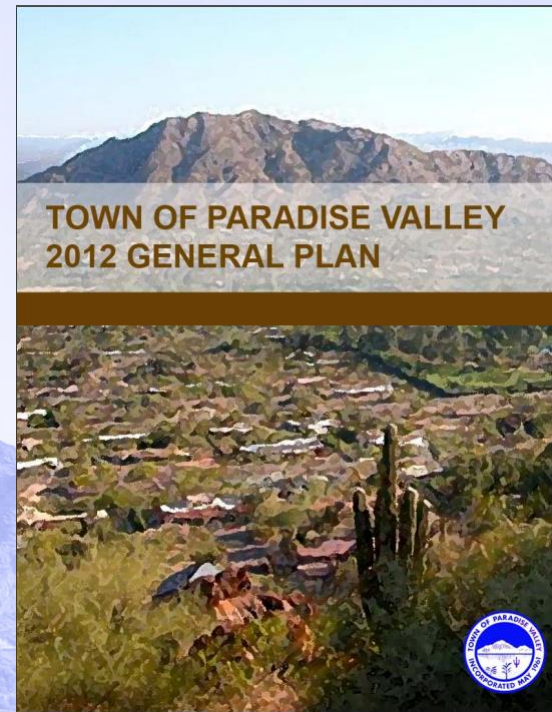
- Introduction
- Land Use & Development
- Community Character & Housing
- Mobility
- Open Space & Recreation
- Environmental Planning & Water Resources
- Sustainability
- Public Facilities/Services & Cost of Development
- Implementation

Promote Authentic Themes

- Quality of Life
- Natural Environment
- Connectivity

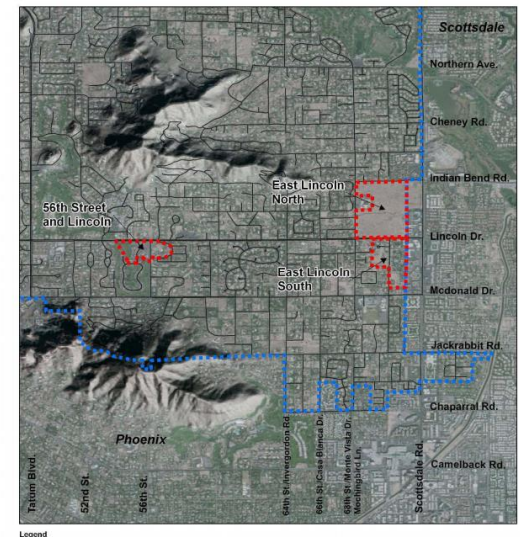
Less is More

- Some policy and implementation actions may be too specific and can we build in flexibility to allow Council to make decisions at zoning/site plan
- Some Development Areas too permissive as it relates to Non-Residential Redevelopment and Neighborhood Preservation



LAND USE AND DEVELOPMENT

Figure 2-3: Development Areas

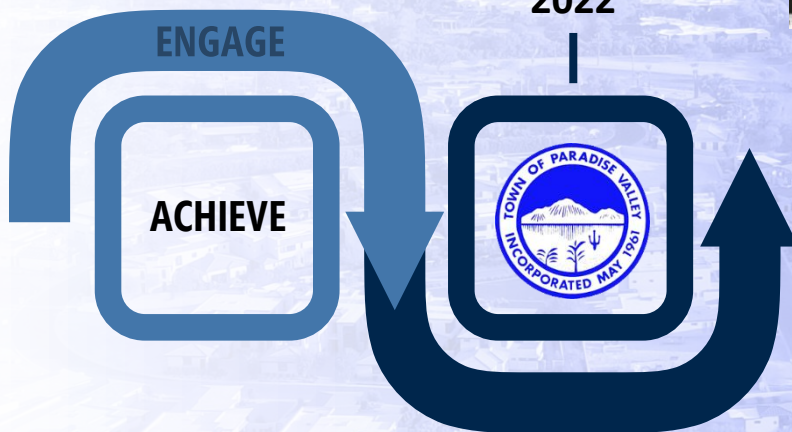


Track Public Comment (Q6)

Real time comment tracking that supports online AND traditional community feedback

- Automated webform
- Personalized format options (public/private)
- Master comment database
- Documented response to comments

Ratification
2022



Town of Cave Creek General Plan Update

1. 2021 General Plan Redline Draft

Posted by Matthew Kyszeiko on Fri, 09/18/2020 - 7:45am

Page: 1 of 88

Your Feedback

This Redline Draft displays working edits based on public feedback. Please share your comments regarding the proposed edits.

Your Email: _____

Your Comments: _____

DATE	USER	IP ADDRESS	YOUR EMAIL	YOUR COMMENTS
09/10/2020 - 5:22pm	Anonymous (not verified)	148.59.222.93	monique@mac.com	First: Thank you all of you for being on council, I know we all give grief, mine is not directed at any of you. It is more on the changing of times and people taking an interest in developing CC into more mass urban. The general plan and the zoning ordinance do not seem to be in line with each other. There are loop holes and work arounds that allow a developer to build high density housing. Page 20-22 of the 2005 General Plan Goals, 1. A, 1.2 & 3- Policy- Encourage low-density, preserve natural open space & encourage undeveloped areas. These are just a few of the plans for this town. I know it has been 15 years however the people of this town have made it clear that this is still their vision. To be able to receive over 300 signatures in a week to not develop on School House Basin again. People are outraged on how un-curved the new development on School House is. The vision for the 2021 GP is again maintaining our western heritage that is defined by our passion for open space and low-density. We can not allow DR-190 and DR-88 to be split to 1-2 acre lots. It completely defeats the General Plan. It has been done before and to many times. Developers look at Cave Creek as the last of the open beautiful space with the gorgeous back drop of the Tonto Mountains. I believe it is a one time chance to get this under control and get the GP and the Zoning ordinance in line with each other to have it enforceable. There is no reason to do a GP if it doesn't mean anything. Developers will take over if we don't have a solid GP and enforceable Zoning. There were work arounds and loop holes that allowed the Morgan Taylor development off Cave Creek Rd. You needed to buy two of
09/10/2020 - 4:33pm	Anonymous (not verified)	104.238.255.64	lylindblom@msn.com	
09/10/2020 - 4:33pm	Anonymous (not verified)	104.238.255.64	frankindblom@hotmail.com	
09/10/2020 - 4:32pm	Anonymous (not verified)			
09/09/2020	Anonymous (not verified)			

Cave Creek GP Response to comments - Saved to H Drive

Response to Public Comments on the Draft Cave Creek General Plan 2021

This document summarizes major themes of public comments submitted to the Town of Cave Creek during the July 14, 2020 to September 11, 2020 public comment period on the draft Cave Creek General Plan 2021. It also provides responses to the public from the Town on these major themes of input.

Introduction

During the 60-day comment period, the Town received 64 public comments (including letters, individual electronic comments and letters submitted by public agencies). In addition, the Town's consultant, Michael Baker International, conducted a series of pop-up drive-in workshops around the Town during August 2020, in which approximately 50 residents visited and shared verbal comments. All of these comments were reviewed and considered. The Town and their consultant have synthesized these comments into major themes below. Responses to these comment themes include clarifications and explanations of instances where the plan was modified in response to the comments.

Overarching comments about the Draft General Plan 2021

Residential Density

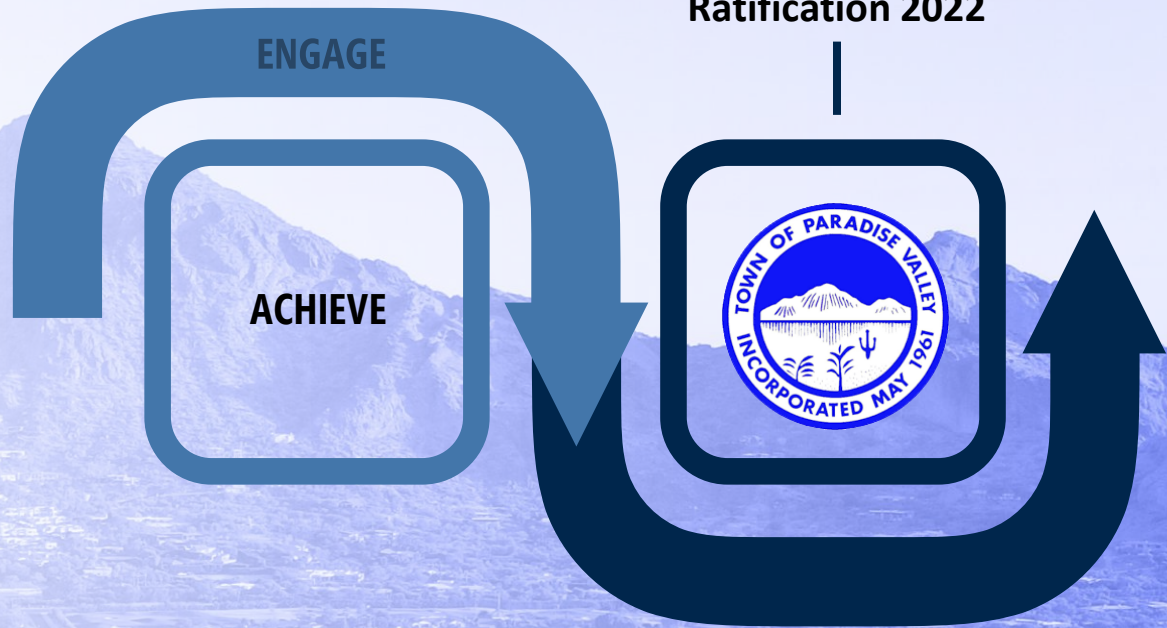
Several comments were received regarding concerns about increased residential density within the Town, especially as it relates to property within the Desert Rural land use category. Many comments more specifically noted the desire to discourage "upzoning" within the Town and strongly opposed the proposed maximum density change

Project Budget (Q8,9)

Voter Ratification Support

- Assistance with Voter Pamphlet
- Press releases in the “Town Reporter”, Paradise Valley Independent and the Scottsdale Republic
- Development of flyer for utility bills and static displays regarding the upcoming vote

Ratification 2022



Additional Optional Services

- Enhanced outreach as captured in Optional Tasks
 - Additional Commission and Council Work Session (#5)
 - Prepare, promote, and deliver a public outreach program to homeowners' associations and other community groups (Option 2)

Why Michael Baker...



**Project
Team**

**Relevant
Town &
Project
Experience**

**Comprehensive
Approach**

**Project
Success**



PROCUREMENT SUMMARY

PROCUREMENT NUMBER: **20-114-CMD Request for Proposal**
PROCUREMENT TITLE: General Plan Update

DATE PUBLISHED ON Bonfire (E-procurement webpage):	<u>August 24, 2020</u>	DATE CLOSED:	<u>September 14, 2020</u>
CONTRACT TYPE:	Firm fixed		
NUMBER OF PROPOSAL DOWNLOADS:	24		
NUMBER OF RESPONSES RECEIVED:	3		
CONTRACT TERM:	Two (2) Years. The term of any resultant contract shall commence upon award and shall continue for a period of the earlier of twenty-four (24) months from the date of award or until all work required by the Consultant is completed and accepted by the Town.		
CONTRACT ANNUAL VALUE (EST.):	\$124,900.00		
FINANCIAL IMPLICATIONS (EST.):	The initial expenditure is anticipated at \$119,928.00 and has been budgeted with payment split between two (2) fiscal year budgets. The contract includes a contingency to spend an additional \$4,972 for General Plan Ratification Support. The total contract amount not to exceed is \$124,900.00.		

1. Number (3) responses were received in response to this procurement. The respondents were:

- 1.1 Matrix Design Group
- 1.2 Michael Baker International
- 1.3 PLANet Communities

2. Contract Intent: The general objective by the Town of Paradise Valley is to develop a 2022 General Plan to update the Town's 2012 General Plan through a process that complies with Arizona Revised Statutes, Town codes, and meets the concierge level of engagement Town residents expect for a long-range planning process.

3. Evaluation Committee composed of the following team members:

Jill Keimach – Town Manager	Peggy Ferrin – Procurement Coordinator
Loras Rauch – Special Projects Planner	
Paul Michaud – Planning Manager	

4. The responses were evaluated to select the most responsible offer whose proposal is determined in writing to be the most advantageous based on the following criteria in relative order of importance:

- a) Methodology (45 points)
- b) Experience/Expertise and References (30 points)
- c) Cost of Services to the Town (20 points)
- d) Compliance with the Towns Terms and Conditions (5 points)

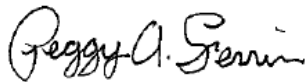
5. **In the initial evaluation the results of the evaluation scoring were as follows:**

Respondent	Score
Michael Baker International	90.67
PLANet Communities	76.67
Matrix Design Group	66.67

6. **The Evaluation Committee shortlisted the following respondents: In the final evaluation the results of the Interview/Presentation scores were as follows:**

Respondent	Score	Respondent	Score
Michael Baker International	90.67	PLANet Communities	57.33

7. **Recommendation of Contract Award: Michael Baker International**
Basis of Award: Highest scoring, most qualified response.



Peggy A. Ferrin, CPPB, Procurement Coordinator

September 24, 2020

Date

TOWN OF PARADISE VALLEY

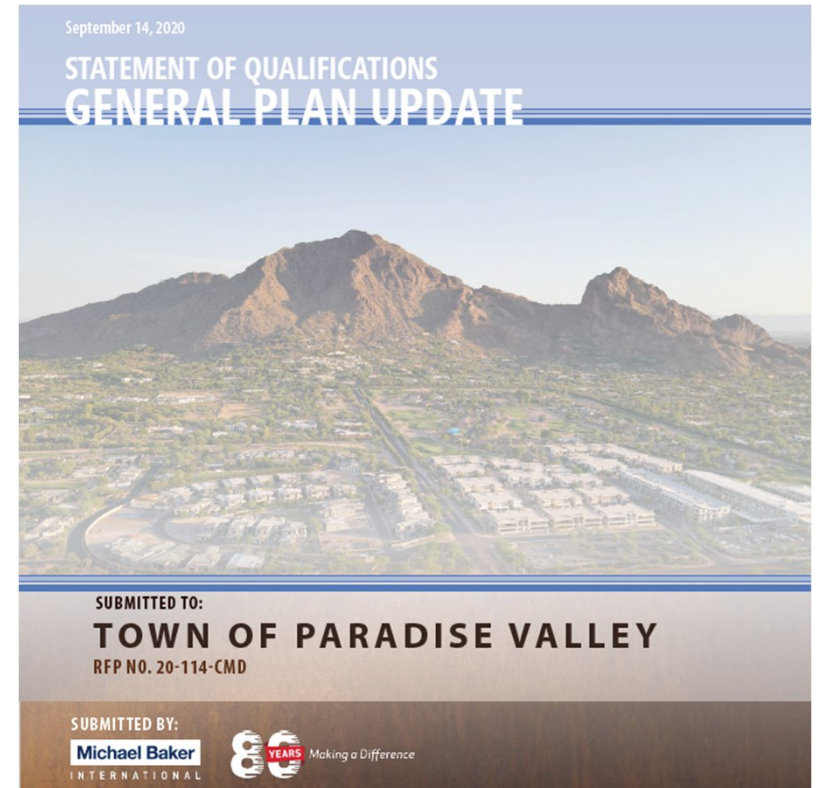
Award of Contract 2022 General Plan Update

Town Council
October 8, 2020



Request

- Approval for the execution of a contract with Michael Baker International in the amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town. The anticipated budget split for the project is:
 - a) FY20-21: \$49,928
 - b) FY21-22: \$70,000
 - c) FY21-22 (contingency funds) \$4,972.



Background

- General Plan targeted completion is August 2022 (voter ratification)
- Town Budget for the General Plan Update is \$120,000
- Town Priority One funding required the budget to be split over the 20-21 and 21-22 fiscal years.
- With Priority Two revenue, this can be budgeted in FY21 with Council approval
- RFP issued on August 24, 2022
- RFP responses submitted on September 14, 2020
 - ✓ Matrix Design Group
 - ✓ Michael Baker International
 - ✓ PLAN*et Communities



Award Selection Process

- Selection Committee members reviewed RFP responses (4 Town Staff)
- Committee scored RFP responses on September 18, 2020
 - ✓ Methodology (45 points)
 - ✓ Experience/Expertise and References (30 points)
 - ✓ Cost of Services to the Town (20 points)
 - ✓ Compliance with the Towns Terms and Conditions (5 points)
- Top 2 RFP responses after committee scoring were interviewed
- Committee scored interviews on September 22, 2020
 - ✓ Michael Baker International scored the highest in both RFP response & interview



Michael Baker Experience

Relevant Arizona Experience/Expertise (year completed)

- Cave Creek: General Plan Update (special election May 2021)
- Gilbert: General Plan Update (2020)
- El Mirage: General Plan Update (2020)
- Somerton: General Plan Update (2020)
- Florence: Transportation & Active Transportation Plan (2020)
- Mesa: Design Guidelines (2019)
- Cave Creek: Cave Creek/Carefree Transportation Framework Study (2016)
- Buckeye: Gila River Restoration Area Plan (2016)
- Carefree: Village Center Master Plan (2015)
- Avondale: Strategic Transportation Safety Plan (2015)



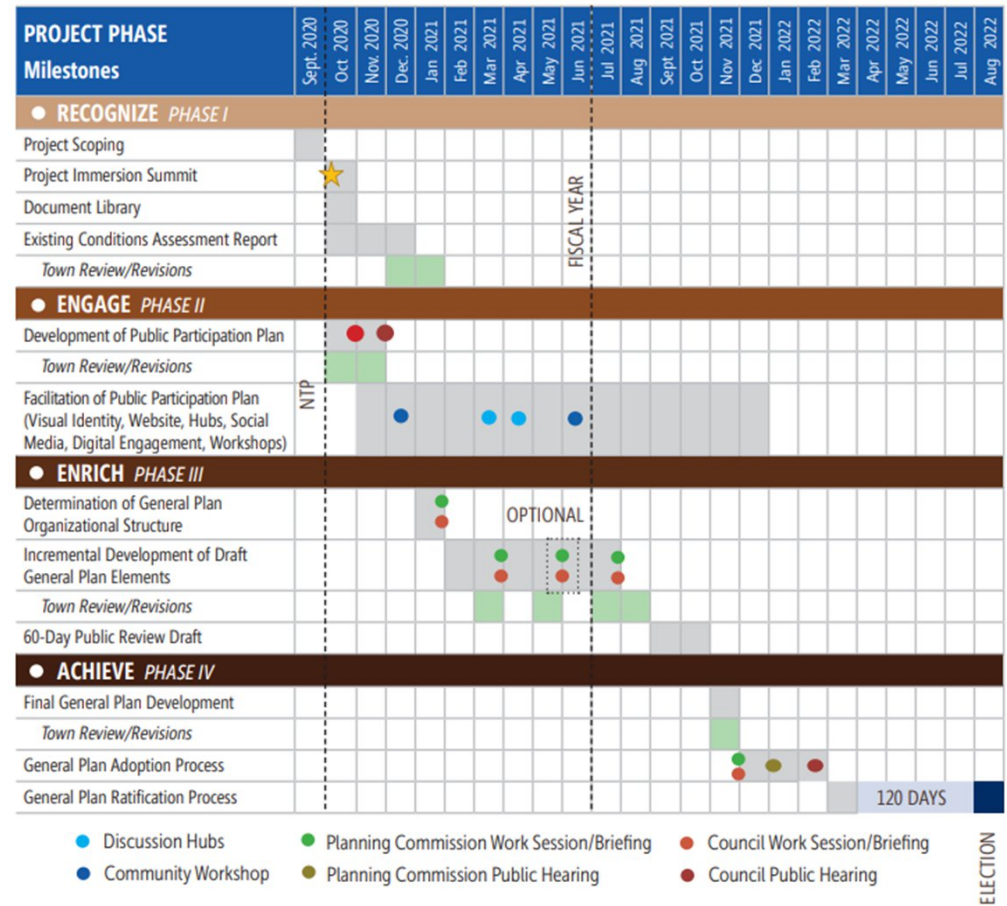
Michael Baker Experience

Town of Paradise Valley Experience

- Visually Significant Corridors Master Plan (2018)
- Cheney & Cherokee Washes Watershed Study (2016)
- Cudia City Area Drainage Master Study
- 54th St & Solano Dr Drainage Improvements
- Traffic Signal and Intersection Improvements



Project Schedule



Project Hours Phase/Personal

STAFFING PLAN	
Recognize - Phase I	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Engage - Phase II	Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez
Enrich - Phase III	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Achieve - Phase IV	Kevin Kugler, Matt Klyszeiko, Tristan Black, Matt Gomez

Total Task Hours = 945

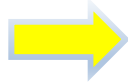
TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TOTAL TASK HRS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00		
PHASE I - RECOGNIZE									\$26,389
TASK 1.1: SCOPING MEETING	4	20						24	\$4,780
TASK 1.2: PROJECT IMMERSION SUMMIT	4	16		16		4	8	48	\$7,420
TASK 1.3: DOCUMENT LIBRARY & GIS DATABASE DEVELOPMENT								0	\$0
TASK 1.4: EXISTING CONDITIONS ASSESSMENT REPORT	1	15	8	15	8	40	40	127	\$14,189
PHASE II - ENGAGE									\$44,744
TASK 2.1: COMMUNITY OUTREACH & PARTICIPATION PLAN	1	12		8			8	29	\$4,376
TASK 2.2: VISUAL IDENTITY		1				15		16	\$1,530
TASK 2.3: COMMISSION & COUNCIL COORDINATION	3	35		20		20	20	98	\$13,805
TASK 2.4: PROJECT WEBSITE & DIGITAL ENGAGEMENT		20				15	70	105	\$12,705
TASK 2.5: COMMUNITY WORKSHOPS		20	4	20		25	25	94	\$11,760
TASK 2.6: SOCIAL MEDIA							8	8	\$568
PHASE III - ENRICH									\$39,261
TASK 3.1: DETERMINATION OF THE GENERAL PLAN ORGANIZATIONAL STRUCTURE		15				20		35	\$4,705
TASK 3.2: ADMINISTRATIVE GENERAL PLAN DRAFT	4	40	16	40	20	80	80	280	\$32,740
TASK 3.3: 60-DAY PUBLIC REVIEW DRAFT				8			8	16	\$1,816
PHASE IV - ACHIEVE									\$8,134
TASK 4.1: FINAL PLAN	2	5				10	15	32	\$3,370
TASK 4.2: PLANNING COMMISSION PUBLIC HEARING - CONSIDERATION OF THE FINAL GENERAL PLAN UPDATE		8				8		16	\$2,272
TASK 4.3: TOWN COUNCIL ADOPTION OF THE GENERAL PLAN UPDATE	1	8				8		17	\$2,492
TOTAL PROJECT HOURS	20	215	28	127	28	245	282	945	
SUBTOTAL									\$118,528
REIMBURSABLE (MILEAGE, MEALS, REPROGRAPHICS, PUBLIC MEETING MATERIALS)									\$1,400
LUMP SUM									\$119,928



Project Add-Ons

Optional Tasks

Request:
Potential Option



TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	PROJECT MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00	
OPTIONAL TASKS								
OPTION 1 - ADDITIONAL ROUND OF WORK SESSIONS (1 COMMISSION & 1 COUNCIL)		8				20	16	\$4,476
OPTION 2 - HOA PRESENTATION/WORKSHOPS (PER MEETING)		2					4	\$674
OPTION 3 - GENERAL PLAN RATIFICATION SUPPORT (RFP PHASE 5)		10				18	20	\$4,972
OPTION 4 - PER UNIT COST OF ADDITIONAL HARDCOPIES (BASED ON # OF PAGES)								\$20 - \$100
OPTION 5 - ADDITIONAL MEETING ATTENDANCE (BASED ON HOURLY RATES)								HOURLY RATE



Action

1. Authorize the Town Manager to execute a contract with Michael Baker International in the amount of \$119,928 to be split between FY20-21 and FY21-22 and a contingency to spend an additional \$4,972 with the total contract amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town. The approved budget authority for the General Plan will be included in the next FY20/21 Budget Amendment Resolution for Council's consideration.





Action Report

File #: 20-390

TO: Mayor and Town Council

FROM: Andrew Miller, Town Attorney

DATE: October 8, 2020

CONTACT:

AGENDA TITLE:

Discussion of Ordinance No. 2019-07; Revisions to the Zoning Ordinance Relating to Medical Marijuana Dispensaries.....

BACKGROUND:

Draft Ordinance 2019-07 creates a 2-step approach for processing applications for a Medical Marijuana Dispensary (MMD). Step one is based on the fact that there are numerous other MMDs within a short distance and drive time from Paradise Valley and that the Arizona Department of Health Services (AZDHS) rules for MMDs focus on locating MMDs within 10 miles of an area where there is a high concentration of medical marijuana cardholders. Thus, the Town would prohibit the acceptance of an application for an MMD if there are existing available MMD facilities within a 10-mile radius of the "center" of the Town (at approximately the intersection of E Mockingbird Lane and N Mummy Mountain Road). Step two modifies some of the existing provisions of Section 1102.2(B) (2)(f) of the Zoning Ordinance regarding approval standards for an MMD, with a change to the residential spacing standards such that an MMD could not be located within 300 feet of a residence.

First Step:

Because AZDHS applies a "10 mile" approach to granting new MMD licenses, the Town can look to the fact that there are already many other existing MMDs near the Town as a basis for refusing to accept an MMD application. Zoning Ordinance § 1102.2.B.2.f lists an MMD as an "allowed use" subject to a number of criteria. Draft Ordinance No. 2019-07 creates a new subsection i. stating that a precondition to submitting an application is that the applicant must first determine whether there is an "Available Facility" within 10 miles of the specified center of the Town (latitude and longitude based) at the time of application. The rationale is that if there are already one or more convenient MMD locations within a close proximity to the center of the Town, medical marijuana cardholders will have quick access to an MMD and thus there is no reason for the Town to accept an application. Further, if the Town has reason to believe that there is an Available Facility at the time an application is submitted, then the Town can select a consultant (paid for by the applicant) to determine whether there are any Available Facilities, and if so, then such a finding shall be grounds for refusal to accept the application for a MMD.

Second Step:

Because a 1500' spacing between a MMD and any residential property would leave no possible MMD sites in PV at the current time, such an ordinance change might lead to a SB1487 complaint or a legal challenge to the reasonableness of the PV Zoning Ordinance, and alternative approach to spacing is suggested.

Section 1102.2.B.2.f .vi.(11) has been modified to provide that the spacing between an MMD and any residential use district or any resort or residential use within a resort SUP district must be at least 300 feet. The same section has been modified to require that:

“All distances shall be measured from the wall of the office suite or space occupied by the medical marijuana dispensary nearest to the nearest property line of the district(s) or use(s) indicated above.”

This change provides for adequate spacing between an MMD site and the nearest residential or resort properties and is not as problematic as measuring from the property lines of a medical office SUP property .

NEXT STEPS

Review the staff suggested changes to draft ordinance No. 2019-07 and provide feedback and direction on any changes needed . This ordinance is scheduled for a public hearing on October 22, 2020.

ATTACHMENTS:

Draft Ordinance 2019-07
PowerPoint Presentation

ORDINANCE NUMBER 2019-07

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA AMENDING THE PARADISE VALLEY ZONING ORDINANCE, ARTICLE XI, SPECIAL USES AND ADDITIONAL USE REGULATIONS

WHEREAS, Article III Amendments, Section 306, of the Zoning Ordinance establishes the authority and procedures for amending the Zoning Ordinance and the regulations thereunder; and

WHEREAS, the Town Council desires to make revisions to Article XI, Special Uses and Additional Use Regulations, of the Zoning Ordinance to revise the requirements for and processes related to the establishment of a medical marijuana dispensary location and spacing requirements within the Town boundaries with the intent to limit the establishment of medical marijuana dispensaries to the fullest extent permitted under any Federal, State or Local Law or Ordinance or rules and/or regulations lawfully promulgated in connection therewith (“Laws”); and

WHEREAS, A.R.S. §36-2806.01 permits the Town to make reasonable zoning regulations that limit the use of land within the Town for registered nonprofit medical marijuana dispensaries to specified areas in the manner provided in title 9, chapter 4, article 6.1, to the extent such dispensary is required to be located within the Town boundaries pursuant to any Laws; and

WHEREAS, this amendment to Article XI is intended to apply to any nonprofit medical marijuana dispensary, to the extent any Laws require such dispensary to be located within the Town boundaries;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA:

Section 1. Article XI, Special Uses and Additional Use Regulations, Section 1102.2 B. is hereby amended (with deletions shown as ~~striketroughs~~ and additions shown in **bold type**):

Section 1102.2. Uses Permitted.

A. Resorts [remaining provisions to remain the same, but omitted here]

B. Medical Office, Kennels and Veterinary Clinics

1. Definition

A medical office, including a medical clinic, consists of a building or part of a building used solely for the purpose of consultation, diagnosis, and treatment of patients by one or more legally qualified physicians, dentists, optometrists, chiroprodists, chiropractors, osteopaths, and occupational therapists, together with their qualified assistants, and without limiting the generality of the foregoing, the building may include reception areas, administrative offices, waiting rooms, consultation and treatment rooms, minor operating rooms, pharmacies and dispensaries directly associated with the medical office/clinic. A kennel, including a veterinary clinic, consists of a building or a part of a building used for reception areas, administrative offices, waiting rooms, play areas and animal retaining/caging units, consultation and treatment rooms, minor operating rooms, and rooms for the diagnosis and treatment of animals by one or more legal qualified veterinarians, together with their qualified assistants.

2. Allowed uses

- a. Offices for medical practitioners and veterinarians; and kennel uses.
- b. Outpatient surgical facilities where patient stays do not exceed 48 hours.
- c. Medical laboratories.
- d. Physical therapy facilities.
- e. Pharmacies, subject to specific approval of such use by the terms of an approved Special Use Permit, and pursuant to the following restrictions:
 - i. There shall be no external signage for a pharmacy other than a tenant identification sign for the surrounding medical office SUP complex.
 - ii. ~~The addition~~**Addition** of a pharmacy use within a Medical Office Special Use Permit Zone shall be permitted only upon the approval of an Intermediate Amendment to the Special Use Permit as provided for in Section 1102.7(C).
 - iii. Hours of operation shall be not earlier than 8:00 a.m. and not later than 6:00 p.m. – Monday through Saturday.
- f. Medical Marijuana Dispensaries, subject to the following **pre-conditions and** restrictions:
 - i. **Preconditions to the Acceptance of an Application.**
 1. **Prior to and as a pre-condition to a Medical Marijuana Dispensary applicant submitting an application for or obtaining a Special Use Permit (“SUP”) in compliance with the requirements and limitations and conditions set forth below, the applicant shall determine whether any existing operating Medical Marijuana Dispensary(ies) is/are**

located within ten (10) miles from the approximate center of the Town, which is defined as the latitude 33°33'25.7"N and longitude 111°57'30.0"W, and whether such existing operating Medical Marijuana Dispensary(ies) is/are located within or without the boundaries of the Town (each an “Available Facility” and, if more than one, collectively “Available Facilities”).

2. If there is an existing Available Facility or Available Facilities an Application for a SUP Amendment for the operation of a Medical Marijuana Dispensary within the Town shall be refused.
3. If the applicant states in the submitted application that there are no Available Facilities but the Town has reasons for questioning such statement in the application, then the applicant shall be required, at applicant’s cost, to hire a consultant selected by the Town who will determine whether there are any Available Facilities. If the selected consultant determines that there is an existing Available Facility or Available Facilities, then the Application for a SUP Amendment for the operation of a Medical Marijuana Dispensary within the Town shall be refused.

ii. Processing of Valid Applications and Restrictions

1. The number of medical marijuana dispensaries within the Town of Paradise Valley, **if any**, shall be limited to no more than one within the boundaries of the Town. Said dispensary shall be allowed only in the Medical Office SUP District and only upon the approval of an Intermediate **or Major** Amendment to a Special Use Permit.
2. The minimum requirements of this section shall apply to all applications for a medical marijuana dispensary use in a SUP Medical Office District as well as proof of compliance with all DHS regulations related to medical marijuana dispensaries.
3. In addition to the foregoing requirements, applicants for a medical marijuana dispensary shall provide the following:
 - (1) Copy of the operating procedures adopted in compliance with A.R.S. § 36-2804(B)(1)(c).
 - (2) Proof of a valid registration certificate and identification number from DHS for the dispensary and its board members and agents.
 - (3) A security plan showing a floor plan, type and description of and specifications for security measures that the medical marijuana dispensary will use to secure, enclose and lock the dispensary, as required by State law and DHS regulations.

- (4) Exterior site and parking plan; **and a traffic generation, route, and internal circulation plan prepared by a licensed traffic engineer with experience in this type of land use consideration.**

iii. Additional Regulations and Standards for Medical Marijuana Dispensaries

(1) Prior to Town approval of the occupancy of any tenant or operator of a medical marijuana dispensary, the owner of the medical office complex shall submit for Town Manager review and approval criminal background information and releases regarding the prospective tenant and all employees to be hired by the tenant; ;. audited financial statements evidencing that the entities or persons who will own or operate the medical marijuana dispensary have adequate assets, financing, and net worth to appropriately fund a safe and secure medical marijuana; and detailed operations evidencing appropriate policies, protocols and operations procedures to ensure that the medical marijuana dispensary will run and operate in a safe and secure manner. **The Town may request such additional information the Town deems reasonable and necessary.**

(2) Medical marijuana dispensaries shall be limited to the use of dispensing medical marijuana products and shall be prohibited from any other or related use such as a bookstore, spa, restaurant, or coffee shop.

(3) No drive-through service shall be allowed at any medical marijuana dispensary.

(4) No on-site consumption of any product containing medical marijuana shall be allowed at any medical marijuana dispensary.

(5) Medical marijuana dispensaries located within the Town of ~~Paradise Valley~~ shall be prohibited from making any home deliveries of marijuana **unless otherwise mandated by law.**

(6) Medical marijuana dispensaries shall be prohibited from offering free or discounted samples of their merchandise.

(7) Means of preventing smoke, odors, debris, dust fluids and other substances from exiting a medical marijuana dispensary shall be provided **with enhanced ventilation and filter systems.**

(8) No ~~persons~~ **minors** under 21 years of age are permitted within a medical marijuana dispensary unless accompanied by a parent or guardian.

(9) ~~No A medical marijuana dispensary shall not be approved on a property that has existing~~ youth activities, including, but not limited to, outdoor basketball hoop structures, playgrounds, and skate parks, **shall be**

permitted on the same medical office complex site that has an approved medical marijuana dispensary use.

(10) If the State prohibits any medical marijuana dispensary within the Town, any Amendment to a Special Use Permit adding a medical marijuana dispensary use shall be deemed immediately revoked by operation of law. The underlying Special Use Permit shall remain.

(11) A medical marijuana dispensary shall be: at least 1,500 feet from the following existing uses, as measured within the Paradise Valley municipal limits only: (a) educational institutions; (b) places of worship; (c) parks and recreational facilities; **or** (d) youth centers; and at least **300 feet from any residential use in any residential district or any resort or residential use under any Special Use Permit property that permits resort uses.** ~~Measurements are taken from nearest property lines of the medical office use and each of the uses noted above. All distances shall be measured from the wall of the office suite or space occupied by the medical marijuana dispensary nearest to the district(s) or use(s) indicated above. The location of the dispensary shall optimize distance from residentially zoned property. Residential spacing shall be the primary consideration for all reviews of intermediate SUP amendment applications for medical marijuana dispensaries.~~

(12) A medical marijuana dispensary shall have operating hours not earlier than 8:30 a.m. and not later than 2:30 p.m. – Monday through Friday, **unless longer hours are prescribed by any laws**, or as prescribed in an intermediate Special Use Permit amendment.

(13) There shall be no external signage including, but not limited to, any special event signage, for a medical marijuana dispensary other than a tenant identification sign for the surrounding medical office SUP complex, and no symbols, representations, or slang for the word “marijuana” or its components shall be used on any external signage.

(14) All activity related to medical marijuana dispensaries shall be conducted in compliance with Arizona Revised Statutes, Title 36, A.R.S. § 36-2801 et seq., DHS rules and regulations and other implementing state statutes and administrative regulations.

(15) ~~A~~**An** SUP amendment for a medical marijuana dispensary shall not become effective until the owner of a Medical Office SUP District property has completed all DHS requirements and obtained a license.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 3. This Ordinance shall become effective in 30 days.

Section 4. In accordance with Article II, Sections 1 and 2, Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2020.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney

TOWN OF PARADISE VALLEY

Draft Ordinance 2019-07; Modifications to Zoning Requirements Related to Medical Marijuana Dispensaries

Study Session – October 8, 2020

Town Council
April 2020



Key Questions and Staff Recommendations

Questions:

- Does the Council have any suggested changes or revisions to draft ordinance 2019-07?
- Does the Council have any additional direction regarding the Zoning Ordinance related to Medical Marijuana Dispensaries?

Recommendations:

- That the Council provide feedback on any changes so that such changes may be implemented prior to the public hearing on Ord. # 2019-07 on 10/22

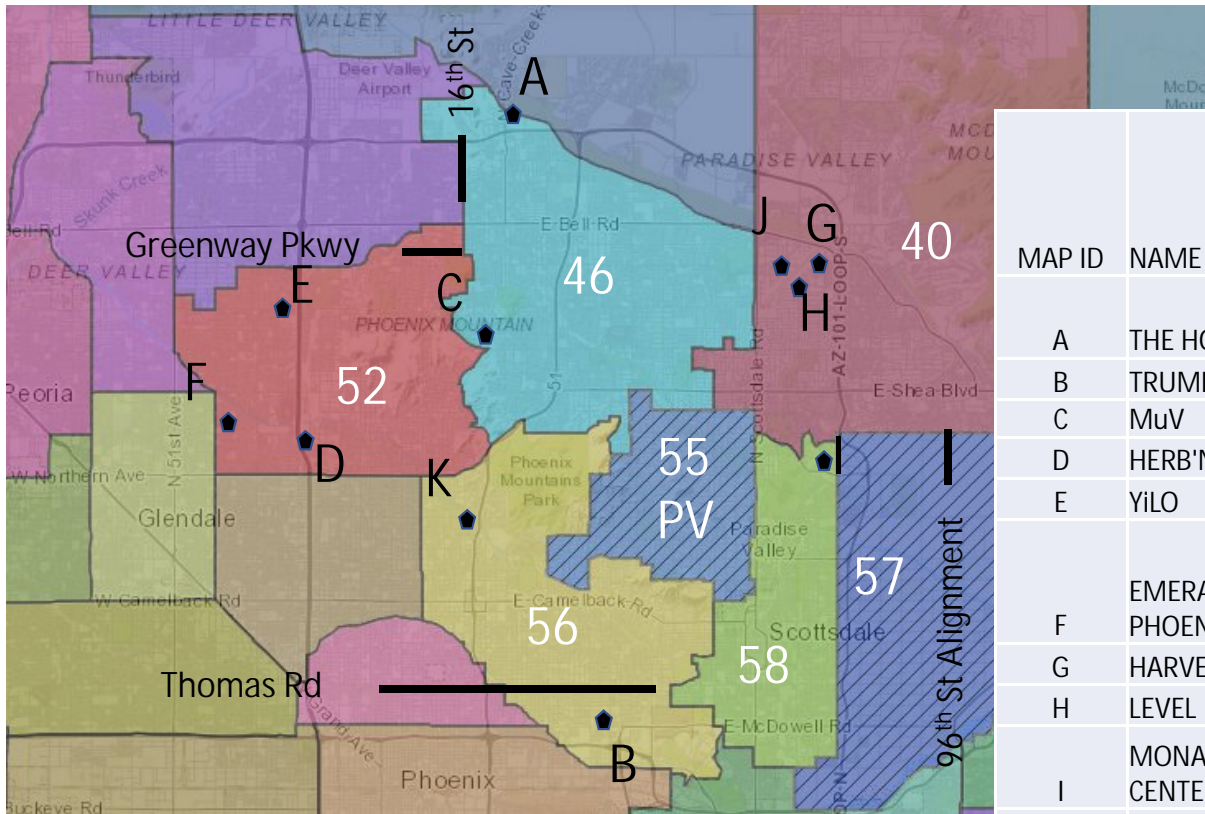
2- Step Approach to MMD Applications - 1st Step

- Draft Ordinance 2019-07 creates a 2-step approach for applications for a MMD
- Step one is based on the fact that there are numerous other MMDs within a short distance and drive time from Paradise Valley
- Each of these nearby MMDs is designated as an “Available Facility”
- The draft ordinance provides that the existence of an Available Facility shall be grounds to refuse to accept an application for a MMD
- AzDHS rules for MMDs focus on locating MMDs within 10 miles of an area where there is a high concentration of MM cardholders
- Because AzDHS applies a “10 mile” approach to MMD locations and the granting of new MMD licenses, the Town can look to the fact that there are already other existing Available Facilities near PV as a basis to refuse the acceptance of an application

2- Step Approach to MMD Applications - 1st Step

- ZO § 1102.2.B.2.f lists a MMD as an “allowed use” subject to a number of criteria:
 - New subsection i.1 – as a precondition to submitting an application the applicant must determine whether there is an Available Facility within 10 miles of the specified center of PV (latitude and longitude based) at the time of app
 - New subsection i.2 - if there is an Available Facility, then then such a finding shall be grounds for refusal to accept an application for a MMD
 - If an application is submitted and the Town has reasons for questioning whether the applicant checked to see if there are any Available Facilities, then
 - the Town may require that a consultant selected by the Town (paid for by the applicant) determine whether there are existing MMDs near PV;
 - and if so, the Town shall refuse to accept the application

DISPENSARIES NEAREST TO PV



Source: <https://azdhs.gov/licensing/medical-marijuana/index.php#dispensary-map-chaa> (April 3, 2020) and <https://arizonamedicalmarijuanaclinic.com/dispensaries/>

MAP ID	NAME	ADDRESS	CHAA	Miles to Center of PV
A	THE HOLISTIC CENTER	21035 N Cave Creek Rd Ste C5	46	14.9 Miles
B	TRUMED	1613 N 40TH St	56	10.2 Miles
C	MuV	12620 N Cave Creek Rd #1	46	10.1 Miles
D	HERB'N DISPENSARY	2601 W Dunlap Ave #18	52	15.0 Miles
E	YiLO	2841 W Thunderbird Rd	52	14.8 Miles
F	EMERALD DISPENSARY PHOENIX	4244 W Dunlap Rd, Ste 1	52	16.9 Miles
G	HARVEST HOC	15190 N Hayden Rd	40	8.5 miles
H	LEVEL UP	14980 N 78th Way	40	8.3 Miles
I	MONARCH WELLNESS CENTER	8729 E Manzanita DR	58	5.3 Miles
J	ARIZONA NATURAL SELECTIONS	7320 E Butherus Dr Ste 100	40	8.5 Miles
K	SUNDAY GOODS	1616 E Glendale Ave	56	9.2 Miles

Town Geometric Center - 5676 E. Cheney Dr.

2- Step Approach to MMD Applications – 2nd Step

- Section 1102.2.B.2.f .vi.(11) has been modified to provide that the spacing between a MMD suite and any residential use district or any resort or residential use under any resort SUP be at least 300 feet
- And the same section has been modified to require that:
 - “All distances shall be measured from the wall of the office suite or space occupied by the medical marijuana dispensary to the nearest property line of the district(s) or use(s) indicated above
- If the measurement were to be measured from the property line of a medical office SUP property the 300 foot measurement would be more difficult to meet

Council Direction on Key Questions

Questions:

- Does the Council have any suggested changes or revisions to draft ordinance 2019-07?
- Does the Council have any additional direction regarding the Zoning Ordinance related to Medical Marijuana Dispensaries?

Recommendations:

- That the Council provide feedback on any changes so that such changes may be implemented prior to the public hearing on Ord. # 2019-07 on 10/22/20



Action Report

File #: 20-395

TO: Mayor and Town Council

FROM: Andrew Miller, Town Attorney

DATE: October 8, 2020

CONTACT:

AGENDA TITLE:

Discussion of Resolution No. 2020-30; recommending referral of a draft Ordinance to the Planning Commission for review and recommendations to the Town Council regarding recreational marijuana establishments.

BACKGROUND:

The statewide ballot measure I-23-2020, known as "Smart and Safe Arizona Act" has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot. Proposition 207, if enacted, contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; allows a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allows the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants. Proposition 207 also permits cities and towns to enact ordinances prohibiting licensed marijuana establishments and marijuana testing facilities.

Based on the lack of any appropriate retail zoning districts in the Town, the potential high-volume quick trip traffic that might be generated from a marijuana establishment or marijuana testing facility, and in order to protect public health, safety, and welfare of the Town, the Town staff recommends that the Town Council consider adopting revisions to the Town Zoning Ordinance that would prohibit marijuana establishments and/or marijuana testing facilities in the Town. Staff has already prepared a draft ordinance to serve as a starting point for making appropriate changes to the Town Zoning Ordinance so as to enact the appropriate prohibitions (copy attached).

Changes to the Town Zoning Ordinance are necessary in order to enact the prohibition. Therefore, staff also recommends that the Council approve a resolution that will refer the draft ordinance to the Commission with directions to review the ordinance, consider modifications that are consistent with the intent to prohibit marijuana establishments and testing facilities, and hold a citizen review session and public hearing on the draft ordinance, with a final recommendation to be made by the Commission by December 8, 2020.

File #: 20-395

NEXT STEPS

Council direction on the adoption of Draft Resolution # 2020-30 and any suggested changes to the Resolution.

ATTACHMENTS:

Draft Resolution No. 2020-30

Exhibit A to Resolution 2020-30 - Draft Ordinance Provisions

RESOLUTION NUMBER 2020-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, REQUESTING THAT THE TOWN OF PARADISE VALLEY PLANNING COMMISSION REVIEW PROPOSED REVISIONS OF THE ZONING ORDINANCE RELATING TO THE REGULATION OF RECREATIONAL MARIJUANA AND A DRAFT ORDINANCE WITH SAID REVISIONS; AND RECOMMEND APPROVAL, DENIAL, OR MODIFICATIONS TO THE DRAFT ORDINANCE; AND PROVIDING A DATE CERTAIN FOR SAID RECOMMENDATION

WHEREAS, the statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; authorizing possession, transport, cultivation or processing of marijuana plants in a primary residence by adults over 21 years of older; allowing a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allowing the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants; and,

WHEREAS, in the event that Proposition 207 passes, the Town desires to prohibit recreational marijuana establishments and testing facilities; and,

WHEREAS, changes to the Zoning Ordinance are necessary in order to enact such a prohibition; and,

WHEREAS, the Town Council desires to have the Town of Paradise Valley Planning Commission (Commission) review and make recommendations to the Town Council in the form of a proposed ordinance, a draft of which is attached hereto as Exhibit A, including the holding of any necessary citizen reviews and public hearings; and,

WHEREAS, the Commission is required complete such review, hearings, and final recommendation by December 8, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA THAT:

Section 1. The Commission review the draft ordinance attached hereto as Exhibit A relating to Article II – Definitions and Section 1027 of the Zoning Ordinance and recommend approval, denial, or approval with modifications that are consistent with prohibiting recreational marijuana establishments.

Section 2. That the Commission complete such recommendation by December 8, 2020.

PASSED AND ADOPTED by the Town Council this 8th day of October, 2020.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney

Exhibit A

Attached: Draft Ordinance to Amend the Zoning Ordinance

When recorded, return to:
Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA RELATING TO THE REGULATION OF RECREATIONAL MARIJUANA; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROHIBITING MARIJUANA ESTABLISHMENTS AND/OR MARIJUANA TESTING FACILITIES; AMENDING THE ZONING ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARTICLE II – DEFINITIONS AND SECTION 1027; SETTING FORTH VIOLATIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND DECLARING AN EMERGENCY

WHEREAS, marijuana contains tetrahydrocannabinol (“THC”), which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al. and any possession and use is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.;

WHEREAS, the Arizona Medical Marijuana Act, Arizona Revised Statutes Sections § 36-2801 et al., and Title 9, Chapter 17 of the Arizona Administrative Code allow the establishment and operation of nonprofit medical marijuana dispensaries in Town according to a prescribed statutory and regulatory process;

WHEREAS, the statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; authorizing possession, transport, cultivation or processing of marijuana plants in a primary residence by adults over 21 years of older; allowing a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allowing the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants;

WHEREAS, the Town finds that Proposition 207 authorizes marijuana establishments to use chemical extraction or chemical synthesis, including butane and other flammable gases, to extract marijuana concentrate, which poses a threat to the health, safety and security of the community and increases the responsibilities of law enforcement and other

Town departments to respond to violations of state and local laws, including building, electrical and fire codes;

WHEREAS, the Town seeks to protect public health, safety, and welfare by prohibiting marijuana establishments and/or marijuana testing facilities in the Town;

WHEREAS, this ordinance is adopted to protect the health, safety, and welfare of the community. Except as allowed by law for personal, private use, the Town prohibits the retail sale, cultivation, and manufacturing of marijuana or marijuana products in the Town. Nothing in this ordinance is intended to promote or condone the sale, cultivation, manufacture, transport, production, distribution, possession, or use of marijuana or marijuana products in violation of any applicable law.

WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effective from and after its passage by the Council.

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA:

Section 1. Article II of the Zoning Ordinance is hereby amended as follows with deletions shown as ~~striketroughs~~ and additions shown in **bold type**:

Article II. DEFINITIONS

Section 201.

For the purpose of this Ordinance, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural, the singular; the word "building" shall include the word "structure;" the word "lot" shall include the word "plot;" and the word "shall" is mandatory.

Accessory Building / Structure⁵⁶⁴: A subordinate building, the use of which is incidental to that of the dominant use of the main building, or premises, including residential staff quarters; provided, however, that neither a building nor an enclosure for horses is an accessory building.

Alley: A public thoroughfare which affords only a secondary means of access to abutting property.

Anomaly: ⁵⁴⁸ A natural occurring, localized surface deviation from the natural land contour. Anomalies may include outcroppings, ridges, craters, or washes. When an anomaly affects the Open Space Criteria measurement for a building or structure, the Town Manager or designee shall eliminate the anomaly from the calculation and interpolate a simulated natural grade between the contour on each side of the anomaly for use when measuring the height of the building or structure.

Apartment House: See "Dwelling, Multiple."

Area of Jurisdiction: The boundaries of Paradise Valley.

Assisted Living Home: A dwelling shared as a primary residence by persons who are disabled, as defined in Arizona Revised Statutes §41-1491, who do not meet the definition of "family" as set forth in this section, who live together as a single housekeeping unit in an environment in which staff persons provide supervisory care, personal care and/or custodial care for the residents. This definition shall not apply to a home for the developmentally disabled as regulated by Arizona Revised Statutes §36-582.

Basement: A story having more than one-half (1/2) its height below natural grade.

Building: Any structure for the shelter, support or enclosure of persons, animals, or property; and when separated by dividing walls without openings, each portion of such building, so separated, shall be deemed a separate building.

Camper: A camper is a unit designed for travel, recreational, and vacation uses, which may be placed upon or attached to a vehicle.

Cluster Plan (CP) District: A development approach that may be used in the R-43 or R-35 Cluster Plan zoning district that retains the same house per acre ratio as the R-43 or R-35, zoning districts permitting reduced lot sizes in order to allow undeveloped land to be preserved as open space. This approach may be utilized to preserve natural features or provide greater than normal setbacks from heavily traveled thoroughfares.

Country Club: A use of land, with traditional accessory uses, the primary purpose of which is for playing golf, tennis, handball or other similar recreational activities. Memberships or fees may be required for participation.

DHS: The Arizona Department of Health Services.

DHS Rules and Regulations: The adopted regulations of DHS relating to the provisions of Title 36, A.R.S. § 36-2801 et seq.

Dwelling: Any building, or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, Single-Family: A building designed for occupancy by one (1) family.

Dwelling, Two-Family: A building designed for occupancy by two (2) families.

Dwelling, Multiple: A building or portion thereof designed for occupancy by three (3) or more families.

Dwelling Unit: One (1) or more rooms in a dwelling designed for occupancy by one (1) family for living purposes and having its own cooking and sanitary facilities.

Elevation: Height above mean sea level (MSL) as established by the United States Coast and Geologic Survey.

Encroachment Line: Boundaries shown on Plates 7 & 8 of Volume I, Indian Bend Wash Report prepared by the U. S. Army Corps of Engineers which show lateral limits or lines along streams within which in the direction of the stream no structure of fill may be added without reducing the natural flood carrying capacity of the stream and its flood plain. Their location should be such that the natural floodway between them will handle a designated floodflow. The encroachment lines will be based upon the volumetric flow rate of a 100-year flood.

Family: An individual or two (2) or more persons related by blood or marriage or a group of not more than five (5) persons, excluding residential staff, who need not be related by blood or marriage living together as a housekeeping unit.

Fifty-year Flood: A flood that has a two percent (2%) chance of occurring in any one year based upon the criteria established by the Arizona Water Commission.

Finished Grade: The prepared elevation of the ground surface under a structure and within the lot setback lines.

Flood or Flood Waters: A temporary overflow of water on lands not normally covered by water.

Flood Plain: The relatively flat areas or low lands adjoining the channel of a watercourse, or areas where drainage is or may be restricted by manmade structures which have been or may be covered partially or wholly by floodwater, but shall compose an area not less than that area contained between the fifty-year flood line and the one hundred year flood line.

Floodplain Board: The Town Council of the Town of Paradise Valley.

Floodplain Regulations: The codes, ordinances, and other regulations relating to the use of land and construction within the channel and floodplain areas, including zoning ordinances, subdivision regulations, building codes, setback requirements, open area regulations and similar methods of control affecting the use and development of the areas.

Floodway: The channel of the stream or body of water and that portion of the flood plain that is inundated by a flood and therefore used to carry the flow of the flood.

Floor Area, Total: The area under roof added to the floor area of any second story. The total floor area also includes any courtyard areas, the solid portion(s) of trellises and/or open weave roofs, and all area under roof in accessory buildings such as gazebos, ramadas and other accessory buildings. The total floor area excludes the floor area of any fully subterranean portions of a building.

Floor Area Ratio: The total floor area divided by the total lot area.

Frontage: All property on one (1) side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street, or, if the street is dead end, then all of the property abutting on one (1) side between an intersecting street and the dead end of the street including property fronting on a cul-de-sac.

Garage, Private: Any accessory building designed or used for the storage of motor-driven vehicles.

Garage, Public: A building or portion thereof, other than a private or storage garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

Garage, Storage: A building or portion thereof designed or used exclusively for housing of four (4) or more motor-driven vehicles.

Golf Course: A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse and associated uses.

Grade Slope: The degree of rise or descent of the ground surface. Please refer to illustration 201.

Guardgate: A manually, mechanically, or electrically controlled gate device built as a free-standing structure or in conjunction with a guardhouse in compliance with all the terms granted in a special use permit, and located on a private road as shown on the site plan approved with the special use permit, for the purpose of regulating and monitoring pedestrian and/or vehicular traffic into a subdivision or neighborhood and promoting security within the subdivision or neighborhood.

Guardhouse: A building built in compliance with all building codes of the Town of Paradise Valley and all the terms granted in a special use permit and located on a private road or on private property adjacent to a private road as shown on the site plan approved with the special use permit, for the purpose of manually or electronically regulating and monitoring pedestrian and/or vehicular traffic into a subdivision or neighborhood and promoting security with the subdivision or neighborhood; provided, however, a guardhouse shall not be designed or used for sleeping or living purposes.

Guest Ranch: A building or group of buildings containing two (2) or more guest units, other than a hotel, motel or resort hotel, and having outdoor recreational facilities such as horseback riding, swimming, tennis courts, shuffleboard courts, barbecue and picnic facilities.

Guest House: An accessory building of one or more rooms designed for occupancy by not more than one family. A guest house shall have its own sanitary facilities.

Height Measurement: The height of a building or structure is measured based on the following criteria: 1) The vertical distance from the lowest point of the natural grade below the structure to the highest point of the structure. Maximum building height varies with lot size. See Article X for detail; and 2) The Open Space Criteria which limits allowable building height near the perimeter of the lot. See definition of Open Space Criteria.

Hillside Development Area: Any parcel of land in which any portion of the parcel lies within the areas marked in Figure II and any other parcel with a building site slope of ten percent (10%) or greater, measured as a vertical rise of ten (10) feet in a horizontal distance of 100 feet.

Home Occupation: An occupation, profession, or other business activity conducted at a residence.

Hotel: A building in which lodging is provided and offered to the public for compensation and which is open to transient guests.

Institution: A building or buildings occupied by a non-profit corporation or a non-profit establishment for public use.

Loading Space: A permanently-maintained space on the same lot as the main building accessible to a street or alley and not less than ten (10) feet in width, twenty (20) feet in length, and fourteen (14) feet in height.

Lot: A parcel of land occupied or intended for occupancy by one main building, together with any accessory buildings including the open spaces required by this Ordinance and having either:

- a. adequate frontage upon a public street, or
- b. adequate and recorded access to a public street by a private road as defined by this ordinance.

Lot Area: The area bounded by the recorded property description of a lot, excluding any dedicated right of way, street or alley, and excluding any private road for which a Special Use Permit has been granted.

Lot, Corner: A lot adjoining two (2) or more streets at their intersection.

Lot, Depth of: The main horizontal distance between the front and rear lot lines.

Lot, Double Frontage: A lot having a frontage on two (2) non-intersection streets, as distinguished from a corner lot.

Lot, Interior: A lot other than a corner.

Lot, Key: A lot adjacent to a corner lot having its side lot line in common with the rear lot line of the corner lot and facing on the street which forms a side boundary of the corner lot.

Lot Lines: The lines bounding a lot.

Lot of Record: A lot which is a part of a subdivision, the plat of which has been recorded in the office of the Clerk of Maricopa County Recorder's office; or parcel of land, the deed of which is recorded in the office of the County Recorder.

Lot Width: The diameter of the circle described in Section 6-3-5.G of the Town Code. Minimum lot widths are shown on Table 1001-A1.

Marijuana Establishment: A an entity licensed by the Department to operate all of the following:

- (1) A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana and manufacture marijuana products.
- (2) A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
- (3) A single off-site location at which the licensee may manufacture marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

Marijuana Testing Facility: The State of Arizona Department of Health Services or its successor agency or another entity that is licensed by the Department of Health Services to analyze the potency of marijuana and test marijuana for harmful contaminants.

Medical Marijuana: Marijuana or cannabis, including all parts of any plant of the genus cannabis whether growing or not, and the seeds of such plant, approved under state law for treatment of persons suffering from debilitating medical conditions, as designated in A.R.S. § 36-2801 et seq. and the DHS rules and regulations.

Medical Marijuana Cultivation: The process by which a person grows a medical marijuana plant as allowed by A.R.S. § 36-2801 et seq. and the DHS rules and regulations.

Medical Marijuana Designated Caregiver Cultivation: The cultivation of medical marijuana by a designated caregiver, as defined in A.R.S. § 36-2801 et seq. and 36-2804 et seq.

Medical Marijuana Dispensary: A non-profit entity, as defined in A.R.S. § 36-2801(11), that acquires, possesses, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to qualifying patients, caregivers or dispensary agents, as defined in A.R.S. § 36-2801(2).

Medical Marijuana Dispensary Offsite Cultivation Site: A building, dwelling, or structure used for the cultivation or storage of medical marijuana for use by a medical marijuana dispensary, as designated in Arizona Revised Statutes, Title 36, A.R.S. § 36-2801 et seq. or DHS rules and regulations.

Medical Marijuana Infusion Facility: A facility that incorporates medical marijuana into consumable/edible goods by means of cooking, blending or incorporation.

Medical Marijuana Qualifying Patient Cultivation: Cultivation of medical marijuana by a qualifying patient, as defined in A.R.S. § 36-2801(13), who is authorized to cultivate marijuana plants pursuant to the provisions of A.R.S. § 36-2801 et seq. and 36-2804 et seq.

Microwave Antenna: A device for the reception and amplification of microwave frequency electromagnetic energy, typically in the shape of a shallow dish, and which may be mounted on a permanent, temporary, or portable structure.

Mobile Home: A mobile home is a unit which : a) is not self-propelled, b) may be placed upon or attached to a vehicle, c) is constructed in such a manner as to permit occupancy as a dwelling or sleeping place for one or more persons, and d) is or may be used as a conveyance upon streets or highways.

Motel: Any building or group of buildings containing guest rooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor court, motor lodge, and tourist court, but not trailer court, guest ranch or resort hotel.

Motor Home: A self-propelled vehicle capable of being used for the living, sleeping, eating, or accommodation of persons.

Natural Grade: The elevation of the ground surface in its natural state before man-made alterations.

One-hundred-year Flood: A flood that has one per cent chance of occurring in any one year based upon the criteria established by the Arizona Water Commission.

Open Space: Land and water areas retained for active or passive recreation purposes or for essentially undeveloped areas retained for the purpose of resource protection or preservation.

Open Space Criteria: This criterion maintains view corridors around the perimeter of the lot by further limiting building height near property lines. Maximum allowable structure height shall not exceed a plane beginning at 16 feet above the natural grade, at 20 feet setback from all property lines and sloping upward at a 20% angle, perpendicular to the nearest property line. See Article X for detail and refer to Figure 1001-2 for example.

Open Space Preserve District (OSP): This Zoning District is intended to preserve and protect in perpetuity undeveloped real property and developed real property that can be returned to its natural state, , including scenic and conservation easements, on and around the Mountain Preserve in the Town of Paradise Valley, with the goal of preserving the natural landscape, desert plants, wildlife, and the scenic beauty of mountain areas of the Town.

Parking Lot: A parcel of land devoted to unenclosed parking spaces.

Parking Space: A permanently surfaced area, enclosed or unenclosed, having an area of not less than one hundred eighty (180) square feet, together with a driveway connecting the parking space with a street or alley and permitting ingress and egress of an automobile.

Person: Any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups, or the state or any agency or political subdivision thereof.

Private Road: Where this Ordinance refers to the term “Private Road” any such Private Road shall meet and be in compliance with the following criteria:

- (1) The minimum right-of-way width shall be fifty (50) feet.
- (2) Where the said private road is to provide access to one or two residences, driving surface shall not be less than 16 feet in width and shall be covered at a minimum with a 4-inch depth of aggregate base course meeting Town Standards (Article 5-6 of the Town Code) or a minimum of a 4-inch depth of decomposed granite.
- (3) Where access to a public road for three (3) or more residences is to be provided by way of a private road, all standards and requirements for subdivisions as contained in the Code and Ordinances of the Town of Paradise Valley shall apply, and such private road shall be subject to those conditions imposed by reason of the issuance of a use permit in accordance with the Code and Ordinances of the Town of Paradise Valley.
- (4) All private roads, for so long as they shall remain private, shall be maintained to the foregoing standards, and in the event the Town of Paradise Valley is required to perform any maintenance upon the same for the health and welfare of the people of the Town of Paradise Valley, the said Town may assess the cost thereof against the party, his heirs, executors, administrators, legatees and assigns, having applied for a residential building permit utilizing the provisions of this sub-paragraph (b); agreement thereto by such applicant shall be a condition of issuance of any residential building permit.

Public/Quasi Public: Structures and uses principally of an institutional nature and serving a public need, such as religious institutions, schools, libraries, governmental offices, museums, post offices, police and fire stations, public utilities, and other public services that provide governmental, educational, institutional, cultural, recreational, religious, or

other similar types of public services, but not including the operation of a public bar, restaurant or recreational facility as a commercial enterprise.

Resort: A resort is a facility, operated under a single unified management structure, containing guest units primarily for the temporary residency of persons in a physical setting that provides a high level of guest amenities, recreational opportunities and a quality of design that may include architectural features, extensive open space and landscaping.

R-175 District: This district is intended to promote and preserve—a very low-density residential character and maintain open space and natural features. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 175,000 sq. ft. is required in this District.

R-43 District: This district is intended to promote and preserve a low-density residential character and maintain open space and natural features. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 43,560 sq. ft. is required in this district.

R-35 District: This district is intended to promote and preserve residential development associated with the desert landscape. The minimum size, although less than one acre, still results in a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 35,000 sq. ft. is required in this district.

R35A District: This district only applies to portions of previously annexed subdivisions known as Firebrand Ranch and Mountain View Estates Replat, as shown on the Zoning Map. This district is intended to promote and preserve residential development associated with the desert landscape. The minimum size, although less than one acre, still results in a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 35, 000 sq. ft. is required in this District.

R-18 District: This district is intended to promote and preserve residential development associated with the desert landscape. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 18,000 sq. ft. is required in this district.

R-18 A District: This district applies to previously annexed subdivisions known as Arcadia Square, Orange Valley Estates No. 3, Grosse Point Two, Quail Vista and to certain portions of Firebrand Ranch and Mountain View Estates Replat, as shown on the Zoning Map. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 18,000 sq. ft. is required in this district.

R-10 District: This district applies to previously annexed subdivisions known as Mountain Shadows East, Mountain Shadows West, and Colonia Miramonte. This district is intended for single-family dwellings and uses incidental or accessory thereto, with a lot size of at least 10,000 square feet.

Residential Staff: An accessory building occupied only by a person employed for a substantial portion of his time in the performance of domestic or agricultural tasks on the premises, and by the immediate family of such person. Residential staff quarters may have cooking facilities, and may not be rented for profit.

School: Unless otherwise specified, the term "school and college" shall be limited to private or public places of general instruction and shall not include nursery schools, dancing schools, riding academies, or trade or specialized vocational schools.

Service Station: Any building or premises used principally for the storing, dispensing or offering for sale at retail of automobile fuels or oils.

Shopping Center: A group of stores planned and designed for the site on which it is built, functioning as a unit, with off-street parking provided on the property as an integral part of the unit.

Sign: Any device for visual communication including political handbills and posters but not including any flag, badge or insignia of a government or governmental agency, nor of any civic, charitable, religious, patriotic, fraternal or similar organization.

a. Area of Sign:

(1) Free-standing Letters Sign: The area of such sign is ninety percent (90%) of the area enclosed within the smallest regular geometric figure needed to encompass all letters, insignias or symbols.

(2) Other Signs: The area of other signs is the total area within the outer edge of the sign.

(3) Computations: In every event, computation of all allowable sign area includes

all existing signs on the premises, whether such signs be conforming or valid nonconforming under the terms of this Ordinance. Identifying street numbers shall not be computed as part of the total sign area.

b. Banner sign: Means a canvas, flexible plastic device or other cloth material which can be supported and mounted by the use of ropes and intended for visual communication, and directly related to activities on site.

c. Double-faced sign means a sign with two faces; in computing the number of signs, a double-faced sign shall be considered as two (2) signs.

d. Free-standing Letters Sign: A sign composed of letters superimposed on a wall.

- e. Indirect lighting means a source of external illumination located a distance away from the sign which lights the sign, but which is itself not visible to persons viewing the sign from any ordinary position of view.
- f. Internal lighting means a source of illumination which is entirely within the sign and is not visible.
- g. Non-commercial sign means a sign for the expression of a personal communication such as religious, philosophical, or political views.
- h. Permanent Sign: Any sign which is intended to be of a lasting and enduring nature, remaining unchanged in character and position and affixed in a permanent manner to the ground, wall or building; made of or composed of materials of such quality that the sign will not deteriorate in appearance due to exposure to wind, rain, sun or the passage of time.
- i. Temporary Sign: Any sign not permanently attached to the ground, wall, or building; made of or composed of materials of such quality that the sign will not deteriorate in appearance due to exposure to wind, rain, sun or the passage of time.

Stable: Any building or structure used to house or provide shelter for horses, provided that when a stable building is used for additional purposes, including by way of example, but not limited to, housing of horse attendants, etc., only the portions of the building used for the housing of horses and/or the keeping of feed or tack shall be deemed stable area; remaining portions of the building shall be deemed accessory building area. The term, "stable", shall not include within the scope of its definition what is commonly referred to as a corral.

Story: That portion of a building, other than a basement included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.

Story, Half: A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor is finished off for use. The half story containing independent apartment or living quarters shall be counted as a full story.

Street, Public: A passageway for general use of pedestrian or vehicular traffic, established as such by governmental authority.

Street, Private: Any other passageway for pedestrian or vehicular traffic.

Street Line: A dividing line between a lot, tract or parcel of land and a contiguous street (right-of-way).

Structural Alterations: Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof.

Structure: Anything constructed or erected, the use of which requires a fixed location on the ground.

SUP District R-18 CP Single-Family Residential District: A residential subdivision approved by prior Special Use Permit only and applicable only to those subdivisions known as Cheney Estates (and only a portion thereof) and Via Vista.

Time-Share Project: A project in which a purchaser receives the right in perpetuity, for life or for a term of years to the recurrent, exclusive use or occupancy of a lot, parcel, unit or segment of real property, annually or on some other periodic basis for a period of time that has been or will be allotted from the use or occupancy periods into which the project has been divided.

Trailer, Transport: Any vehicle so constructed that is suitable for being attached to a motor vehicle and capable of being used for transporting goods, materials, equipment, boats, vehicles, or livestock.

Use: The purpose for which land or a building is occupied, maintained, arranged, designed or intended.

Use, Accessory: A subordinate use customarily incident to and conducted on the same lot with the principal use or building including bona fide residential staff quarters.

Watercourse: Any lake, river, stream, wash, arroyo, channel or other body of water having banks and bed through which waters flow at least periodically. The term may include specifically designated areas in which substantial flood damage may occur.

Yard: An open space at grade level between the setback line and the nearest parallel lot line, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

Yard, Front: A yard extending across the front width of a lot and being the minimum horizontal distance between the right-of-way line and the front setback line.

Yard, Rear: A yard extending across the rear width of a lot and being the minimum horizontal distance between the rear lot line and the rear setback line. On both corner lots and interior lots the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side: A yard between the side setback line and the side lot line of a lot and extending from the front yard to the rear yard, and being the minimum horizontal distance between a side lot line and the side setback line. An interior side yard is defined as the side yard adjacent to a common lot line.

ZONING ORDINANCE

Figure 201
Grade Slope



Section 2. Article X, Section 1027, of the Zoning Ordinance is hereby amended as follows with deletions shown as ~~strike throughs~~ and additions shown in **bold type**:

Section 1027. Prohibition of Specific Types of Medical Marijuana Facilities **and Other Marijuana-related Facilities or Uses.**

The following specified types of medical marijuana facilities, as defined in Article II, Section 201, are hereby prohibited within any use district within the Town of Paradise Valley and are specifically excluded from being considered an allowed home occupation under Article XVI of this Zoning Ordinance: (1) Medical Marijuana Designated Caregiver Cultivation Site; (2) Medical Marijuana Dispensary Offsite Cultivation Site; and (3) Medical Marijuana Infusion Facility. Medical Marijuana Qualifying Patient Cultivation with the Town of Paradise Valley shall be prohibited if a Medical Marijuana Dispensary receives a registration certificate from DHS for any location within the Town of Paradise Valley or within twenty-five (25) miles of the residence of a Qualifying Patient living in the Town of Paradise Valley. **Except as otherwise required by law, the following specified types of other marijuana-related facilities and uses, as defined in Article II, Section 201, are hereby prohibited within any use district within the Town of Paradise Valley and are specifically excluded from being considered an allowed home occupation under Article XVI of this Zoning Ordinance: (1) Marijuana Establishments; and (2) Marijuana Testing Facilities.**

Section 3. Any person violating any provision of this Ordinance shall be guilty of a Class 1 misdemeanor, and may be fined an amount up to \$2,500, or imprisoned for a period up to 6 months, or both. Each day that any violation continues shall be a separate offense punishable as above-described or by civil sanction.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the Town Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Emergency. Whereas the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effective from and after its passage by the Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2020.

Jerry Bien-Willner, Mayor

SIGNED AND ATTESTED TO THIS _____ DAY OF _____, 2020.

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

TOWN OF PARADISE VALLEY

Discussion of Resolution No. 2020-30
Recommending Referral of a Draft Ordinance to the
Planning Commission for Review and
Recommendations Regarding Recreational
Marijuana Establishments

Study Session – October 8, 2020

Town Council
April 2020



Key Questions

Does the Town Council have any suggested changes to Draft Resolution 2020-30 regarding recreational marijuana?

Background

- The statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election
- Proposition 207, if enacted, contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age
- Allows a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana

Background

- Allows the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants
- Based on the lack of any appropriate retail zoning districts in the Town, the potential high-volume quick trip traffic that might be generated from a marijuana establishment or marijuana testing facility, and in order to protect public health, safety, and welfare of the Town, the Town staff recommends that the Town Council consider adopting revisions to the Town Zoning Ordinance that would prohibit marijuana establishments and/or marijuana testing facilities in the Town

Background

- Changes to the Town Zoning Ordinance are necessary in order to enact the prohibition
- Staff recommends that the Council approve a resolution that will refer a draft ordinance to the Commission with directions to review the ordinance, consider modifications that are consistent with the intent to prohibit marijuana establishments and testing facilities, and hold a citizen review session and public hearing on the draft ordinance, with a final recommendation to be made by the Commission by December 8, 2020



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 20-380



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, SEPTEMBER 24, 2020**

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, September 24, 2020 at 3:00 p.m. in the Town Hall Boardroom and through remote participation as authorized by Resolution 2020-08.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner attended by video conference
Vice Mayor Julie Pace attended by video conference
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow attended by video conference
Council Member Scott Moore attended by video conference
Council Member Mark Stanton attended by video conference
Council Member Anna Thomasson attended by video conference

STAFF MEMBERS PRESENT

Town Attorney Jill Keimach attended by video conference
Town Attorney Andrew Miller attended by video conference
Assistant Town Attorney Deborah Robberson attended by video conference
Town Clerk Duncan Miller

A motion was made at 3:35 PM by Council Member Dembow, seconded by Council Member Moore, to go into executive session to discuss item 20-361. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

2. EXECUTIVE SESSION

**20-365 Discussion or consultation with the Town Attorney for legal advice
regarding the Federal Fair Housing Act and reasonable
accommodation law as s as authorized by A.R.S. §38 431.03(A)(3.)**

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

- 20-361** Discussion or consultation with the Town Attorney for legal advice regarding medical marijuana, marijuana establishments, and municipal zoning laws related to medical marijuana dispensaries and marijuana establishments as authorized by A.R.S. §38 431.03(A)(3.)
- 20-362** Discussion or consultation with the Town representatives concerning the recognition of a prior deed that dedicated right-of-way in the vicinity E Lincoln Drive and Quail Run Rd as authorized by A.R.S. §38 431.03(A)(7), and/or legal advice regarding right-of-way dedication as authorized by A.R.S. §38 431.03(A)(3).
- 20-360** The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner attended by video conference
Vice Mayor Julie Pace attended by video conference
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow attended by video conference
Council Member Scott Moore attended by video conference
Council Member Mark Stanton attended by video conference
Council Member Anna Thomasson attended in-person

STAFF MEMBERS PRESENT

Town Attorney Jill Keimach attended by video conference
Town Attorney Andrew Miller attended by video conference
Assistant Town Attorney Deborah Robberson attended by video conference
Town Clerk Duncan Miller
Town Engineer Paul Mood attended by video conference
Chief of Police Peter Wingert attended by video conference
Planning Manager Paul Michaud
CFO Douglas Allen attended by video conference
Senior Planner George Burton
Human Resources Manager Jinnett Hancock

Mayor Bien-Willner reconvened the study session at 4:30 PM

20-351 Mountain Shadows Resort Landscaping & Replacement Landscape

Senior Planner George Burton updated the Town Council on the Mountain Shadows Resort's

conceptual plans to improve perimeter landscaping consistent with their Special Use Permit. He noted that sections of oleander hedge are dying and will be addressed by a combination of new landscaping, rehabilitating current oleanders, and installing concrete block fencing and decorative mesh fencing.

Mountain Shadows General Manager Andrew Chippendall responded to questions and discussed the proposed timeline taking into consideration financial pressures caused by the COVID-19 pandemic.

20-371 Paradise Valley Public Safety Foundation and Other Options for Receiving PVPD Donations

Town Manager Jill Keimach presented the following options for the Police Department specifically and the Town in general to receive charitable contributions:

1. Maintain current relationship with the Paradise Valley Public Safety Foundation
2. Create a new in-house process with public transparency with Town Council approval of all donations
3. Create a new limited non-profit organization for allocating enhancement funds

There was Council consensus to direct staff to develop a transparent in-house process to accept donations that would be reviewed and approved by the Town Council. Ms. Keimach stated that she would work with the Chief Financial Officer to develop a process, seek input from the Town's auditors, and report back to the Council.

20-367 Discussion of FY2020/21 Monthly Financial Update No. 1 for September 2020

Chief Financial Office Douglas Allen presented the monthly financial update. It included:

1. Analysis and introduction to the FY2021 revenue monitoring models;
2. Results of closing the Year ended FY2020 (unaudited);
3. Status of the Town's emergency reserve fund balance; and
4. Illustration of the mechanics and relationship of the Town's:
 - a. Three tiers of revenues; and
 - b. Three levels of expenditure priorities

(Complete report available in the online meeting archive or at the Town Clerk's Office)

20-368 Discussion of Human Resources Handbook Policy Updates

Human Resource Manager Jinnett Hancock presented the following three recommended amendments to the Human Resources Handbook to bring the policies into compliance with current practice and in preparation for the federal single audit of CARES Act funding:

1. Amend Section 204 - Revisions to Human Resources Policies and Procedures Handbook
 - a. Recommend Amendment to allow the Town Manager authorization to revise or add Handbook policies to ensure legal compliance and proper administration of employee affairs based on Council policy direction
 - b. The Town Council will continue to have sole authority of all Handbook policy amendments regarding employee compensation and policies with fiscal implications to the Town
2. Adopt amendment of Section 910 E - Holiday Pay for Dispatchers, Officers and Supervisors Assigned to Patrol to reflect existing practice. (Allows 8 hours Holiday to be paid out or banked at the at the over-time rate (1.5))
3. Eliminate Section 809 E - Supervisory Differential (Allows Supervisors to be paid 5% more than highest paid subordinate)

She also recommended authorizing the Town to retain an outside employment law attorney to review the Handbook and recommend amendments to ensure it is in compliance with federal, state, and local laws.

There was consensus to schedule the policy amendments for a vote at a future meeting. The Council requested further clarification of the amendment to Section 204, and requested the addition of a requirement to formally notify the Council of any administrative changes to the Handbook in the future.

4. BREAK

5. RECONVENE FOR REGULAR MEETING

Mayor Bien-Willner reconvened the meeting at 6:00 PM.

6. ROLL CALL**COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner attended by video conference
Vice Mayor Julie Pace attended by audio conference
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow attended by video conference
Council Member Scott Moore attended by video conference
Council Member Mark Stanton attended by video conference
Council Member Anna Thomasson attended in-person

STAFF MEMBERS PRESENT

Town Attorney Jill Keimach attended by video conference
Town Attorney Andrew Miller attended by video conference
Assistant Town Attorney Deborah Robberson attended by video conference
Town Clerk Duncan Miller
Town Engineer Paul Mood attended by video conference
Chief of Police Peter Wingert attended by video conference
Chief Information Officer Steven Brunasso attended by video conference
Chief Financial Officer Douglas Allen attended by video conference
Planning Manager Paul Michaud
Human Resources Manager Jinnett Hancock attended by video conference

7. PLEDGE OF ALLEGIANCE*

Mayor Bien-Willner led Pledge of Allegiance.

8. PRESENTATIONS

There were no presentations.

9. CALL TO THE PUBLIC

There were no public comments.

10. CONSENT AGENDA

Town Manager Keimach summarized the items on the Consent Agenda.

20-359 Minutes of Town Council Meeting September 10, 2020

20-369 Approval of Amendment to Section 910(L) of the Human Resources Policies and Procedures Handbook

Recommendation: Approve the amendment to Section 904 L Leave Donation Policy to allow employees the ability to donate sick hours to employees on Family Medical Leave who have exhausted all paid leave.

A motion was made by Council Member Dembow, seconded by Council Member Thomasson, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

11. PUBLIC HEARINGS

There were no public hearings.

12. ACTION ITEMS

20-366 Award of Contract to Purchase License Plate Recognition Equipment and Support

Police Chief Peter Wingert presented a contract to purchase and install new license plate recognition (LPR) equipment at the current LPR locations in the approximate amount of \$310,000 over the five-year term.

There were no public comments.

A motion was made by Council Member Andeen, seconded by Council Member Dembow, to Authorize the Town Manager to execute a contract with Motorola (a.k.a. Vigilant Solutions) to purchase License Plate Recognition equipment and support. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

20-372 Acceptance of Town Attorney Andrew Miller's Letter of Retirement

Town Attorney Andrew Miller announced his intention to retire effective December 17, 2020. The Council thanked Mr. Miller on his 22 years of distinguished service to the Town.

A motion was made by Vice Mayor Pace, seconded by Council Member Stanton, to Accept Andrew Miller's letter of retirement. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner

Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

13. FUTURE AGENDA ITEMS

20-364 Consideration of Requests for Future Agenda Items

Town Manager Keimach summarized the future agenda schedule.

There were no motions to add any items to the future agenda list.

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Manager, and Council Members provided updates.

15. STUDY SESSION CONTINUED

20-370 Presentation of Five Star Palmeraie Application with City of Scottsdale

Attorney Jason Morris of Withey Morris, PLC, counsel for Five Star Development, and Richard Frazee, Five Star Construction Manager, presented the Five Star Palmeraie application under consideration in the City of Scottsdale and responded to questions. The Palmeraie, located at the corner of Indian Bend Rd and Scottsdale Road, is part of the Five Star/Ritz Carlton Development but located within the jurisdiction of Scottsdale. The development is envisioned as a high-quality project complete with hospitality, retail, fitness, commercial spaces, and open space amenities.

16. ADJOURN

A motion was made by Vice Mayor Pace, seconded by Council Member Andeen, to adjourn. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

Mayor Bien-Willner adjourned the meeting at 8:03 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
COUNTY OF MARICOPA) :ss.

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, September 24, 2020.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 20-391



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, OCTOBER 1, 2020**

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, October 1, 2020 at 12:00 PM in the Town Hall Boardroom and Zoom Conference.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner attended by video conference
Vice Mayor Julie Pace attended by video conference
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow attended by video conference
Council Member Scott Moore attended by video conference
Council Member Mark Stanton attended by video conference
Council Member Anna Thomasson attended by video conference

STAFF MEMBERS PRESENT

Town Manager Jill Keimach attended by video conference
Assistant Town Attorney Deborah Robberson attended by video conference
Town Clerk Duncan Miller

2. STUDY SESSION ITEMS

20-375 Discussion of Town Attorney Transition Planning

Town Manager Jill Keimach presented options and analyses for legal counsel following Town Attorney Andrew Miller's announcement that he will retire in December.

The Council discussed hiring an in-house counsel, contracting with an outside firm, or a hybrid of in-house and outside firm(s). There was Council consensus to explore a hybrid model with an outside firm serving as Town Attorney and in-house counsel for certain projects and staff support.

The Council authorized Staff to draft a request for proposal for outside legal representation. The draft would be scheduled for review on October 8th and approved for release on October 22nd. In the interim, the Council supported the Town Manager's recommendation to retain outside legal counsel for the Police Department and for other Attorney's Office work projects as necessary.

3. EXECUTIVE SESSION

- 20-374** Discussion or consideration regarding Town Attorney, including retirement, resignation, and assignments, as authorized by A.R.S. 38-431.01(A)(1); and discussion or consultation for legal advice regarding the Town's procurement code as authorized by A.R.S. § 38-431.03(A)(3).

This item was not considered.

4. ADJOURN

A motion was made by Council Member Dembow, seconded by Council Member Moore, to adjourn. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Vice Mayor Pace
Council Member Stanton
Council Member Thomasson

Mayor Bien-Willner adjourned the meeting at 1:26 PM

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
 :ss.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, October 1, 2020.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Action Report

File #: 20-373

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Peter Wingert, Chief of Police

DATE: October 8, 2020

DEPARTMENT: Police Department

AGENDA TITLE:

Consider acceptance of Governor's Office of Highway Safety Grants

RECOMMENDATION:

Staff recommends authorizing the Town Manager to accept two Governor's Office of Highway Safety grants for \$24,700 total.

SUMMARY STATEMENT:

In FY 2020, the Police Department participated in the Governor's Office of Highway Safety grant. During FY 20, the GOHS grant allowed officers to work overtime shifts in order to specifically seek traffic violations and DUI violators.

The GOHS has offered the Town of Paradise Valley two grants during this federal fiscal year. The grants are to enforce DUI (\$10,000) and Traffic laws (\$14,700). The DUI grant covers the officer's overtime wage and approximately 40% of the employee related expenses associated with the employee, which includes part of the PSPRS match. The traffic enforcement grant offers \$10,000 for overtime wages and provides \$4,700 towards the purchase of a new speed measuring device (radar). The traffic enforcement grant will cover the officer's overtime wage and approximately 40% of the employee related expenses associated with the employee, which includes a portion of the PSPRS cost.

BUDGETARY IMPACT:

The acceptance of the \$10,000 DUI grant costs the town approximately \$2,500 because of the town's PSPRS match. Likewise, the acceptance of the \$14,700 traffic enforcement grant costs the town approximately \$2,500 because of the town's PSPRS match. The total cost to the town to accept these two grants will be approximately \$5,000, which will be covered in the current year's budget.

ATTACHMENT(S):

FY 21 GOHS Award Letters



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Peter Wingert
Paradise Valley Police Department
6433 E. Lincoln Drive
Paradise Valley, Arizona 85253

PROJECT REFERENCE:

Contract Number: 2021-II-004
Total Estimated Costs: \$10,000.00
Purpose of Project: DUI/Impaired Driving Enforcement
Overtime

Dear Chief Wingert:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jill Keimach, Town Manager, Town of Paradise Valley as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020
Date

Enclosures
AG



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Peter Wingert
Paradise Valley Police Department
6433 E. Lincoln Drive
Paradise Valley, Arizona 85253

PROJECT REFERENCE:

Contract Number: 2021-PTS-041
Total Estimated Costs: \$14,700.00
Purpose of Project: STEP Enforcement Overtime,
Materials and Supplies - Radar

Dear Chief Wingert:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 23);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jill Keimach, Town Manager, Town of Paradise Valley as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-14-2020
Date

Enclosures
AG



Action Report

File #: 20-388

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Jinnett Hancock, Human Resources Manager

DATE: October 8, 2020

DEPARTMENT: Town Manager

AGENDA TITLE:

Adoption of Resolution Number 2020-31; Amendments Human Resources Handbook

RECOMMENDATION:

Adopt Resolution Number 2020-31; Amending the Human Resources Handbook

SUMMARY STATEMENT:

The current Human Resources Policies and Procedures Handbook was adopted on February 26, 1998. Since adoption, policies have been changed over the years and approved by the Town Council individually as laws and Town operations have changed. Recently, a number of federal COVID-19 related reimbursement and grant programs, such as the CARES Act, have been introduced by the federal government that are beneficial to the Town. In order to qualify to receive reimbursement and grants, the Town is required to have up to date policies and procedures that reflect existing practices and provide evidence of approval from the proper authority. To ensure compliance, the Town will be required to undergo a federal single audit.

In addition, the Police Department is currently seeking accreditation through the Arizona Law Enforcement Accreditation Program (ALEAP). As we began going through the Police Department's accreditation process and further reviewing the Handbook for compliance with state and federal employment laws, it became evident that the Town's Employee Handbook requires numerous updates. Also apparent is the need to add and update policies to reflect current operations, work environment changes, revise outdated language and to clarify certain existing policies.

Over the next several months, Human Resources will partner with an outside employment law attorney to ensure all the Town's policies are compliant with federal, state and local laws. Once completed, recommendations will be made to the Town Council to introduce, revise or eliminate policies and procedures identified. Prior to beginning the project, we are requesting an amendment to policy Section 204 - Revisions to Human Resource Policies & Procedures Handbook. Currently any changes to the Handbook, even those required by law, must be approved by the Town Council.

To complete this project as efficiently and as expediently as possible, we are requesting an amendment that allows the Town Manager the authority to approve Handbook revisions to policies and procedures related to operations and proper administration of employee's affairs, changes in the state, federal and local laws and to address changes in the work environment. Under the amendment, the Town Council would continue to retain sole authority in approval of all Handbook policies dealing with employee compensation or policies with any financial implications (positive or negative) to the Town. The Handbook Managerial Amendments approved by the Town Manager will be transmitted to the Town Council within two (2) days prior to any Handbook changes taking effect. Amendments will go into effect within seven (7) calendar days, unless three (3) Town Council members submit a written request to appeal the Manager's decision. If that occurs, then a majority vote of Council members will determine if the Handbook amendment meets the definition of a Managerial Amendment. The Employee Handbook will be considered on every odd numbered years starting in June 2021 as part of the Budget process and Council adoption of all financial policies. See Attachment A for the current policy and the proposed amendment.

Although work to bring the Handbook up to date will occur over the next several months, we've identified a current practice, Section 910 E, Holiday Pay for Dispatchers, Officers and Supervisors assigned to Patrol, that requires Town Council approval now. Although approved by a former Town Manager in 2018, an initial review of the Handbook found that the policy should have been approved by the Town Council not the Town Manager at that time. The amendment to Section 204 above will prevent this from happening in the future. The policy was put in place after an officer submitted a suggestion in the Police Chief's suggestion box to recognize officers and dispatchers who are required to work on holidays and are unable to spend time with their families and to provide additional paid leave for newer officers. Prior to the change, sworn officers and dispatchers received an additional 8 hours of straight time for Town holidays. In 2018, the policy changed to allow the 8 hours of Holiday Pay to be paid or banked as holiday leave hours (to be used at a later date) at the over-time rate (1.5) if the officer or dispatcher is required to work on the actual holiday. See Attachment B for the policy prior to 2018 and the current practice. The proposed Holiday Pay amendment is fairly common among Arizona public sector employers. See Attachment C for a list of how other Arizona municipalities administer Holiday Pay. The additional cost to the Town is approximately \$13,000 - \$15,000 annually.

We have also identified a current policy in the Handbook that the Town does not currently practice. Section 809 - Supervisory Differential, requires supervisors to be paid at least 5% above their highest paid subordinate. See Attachment D. This policy became problematic, particularly in the Police Department, because salary ranges between ranks overlap. In many instances, when short tenured officers were promoted to supervisory positions over long tenured officers, the result would have been promotional pay increases of \$10,000 or more. The policy was also deemed not fair in that the Sergeant supervising the highest the paid Corporal could become the highest paid Sergeant without regard to years of service, experience or performance. For these reasons, a former Town Manager suspended the policy. We are recommending the elimination of this policy to prevent unfairness and excessive pay increases.

ATTACHMENT(S):

File #: 20-388

1. Attachment A - SECTION 204
2. Attachment B- SECTION 910(E)
3. Attachment C - Municipal Holiday Pay Comparison
4. Attachment D - SECTION 809
5. Attachment E - Resolution 2020-31

Attachment A

SECTION 204 A – Current Policy

Revisions to Human Resource Policies & Procedures Handbook

This Handbook is adopted by the Town Council. Only the Town Council has the authority to modify the terms of this Handbook. The Town Council reserves the right to amend, change, or discontinue the policies and procedures described in this Handbook at any time at its sole and absolute discretion with or without prior notice. This Handbook controls if practice or representations are inconsistent with this Handbook.

SECTION 204 A – Proposed Amendment

Revisions to Human Resource Policies & Procedures Handbook

The Town Manager shall ensure the Employee Handbook policies follow and reflect all changes to local, state and federal law, with the authority to amend items deemed necessary for legal compliance and proper administration of employee affairs based on Town Council policy direction. The Town Manager shall transmit all Handbook Managerial amendments to the Town Council within two (2) business days of making an amendment determination. The Town Manager's decision shall be final unless within seven (7) calendar days at least three (3) members of the Town Council submits a written request to the Town Manager to appeal the decision. An appeal shall be set for consideration at a Town Council meeting within fourteen calendar (14) days after the Town Manager's receipt of the third written Council appeal request. The Town Council shall first decide, by a majority vote of the members present and not otherwise disqualified, to affirm whether the Town Manager's Handbook change meets the criteria for a Managerial Amendment. If the Council decides that the criteria have been met, then there shall be no further appeal and the Managerial Amendment is final. If the Council decides that the criteria have not been met, the Town Council may deny the Managerial Amendment to the Handbook. The Town Council reserves the right and authority to amend, change, or discontinue any policy described in this Handbook regarding compensation or policies with fiscal implications to the Town, at any time at its sole and absolute discretion. The Employee Handbook will be considered on every odd numbered years starting in June 2021 as part of the Budget process and Council adoption of all financial policies.

Attachment B

SECTION 910 E –Policy Prior to 2018

Holiday Pay for Dispatchers, Sworn Patrol Personnel and Sworn Administrative Police Personnel: Dispatchers, Sworn Patrol Officers, Sergeants and Lieutenants will work their scheduled work period disregarding holidays. Such employees shall receive an extra eight hours pay for each holiday observed by the Town.

SECTION 910 E – Current Practice

Holiday Pay for Dispatchers, Officers and Supervisors assigned to Patrol. Dispatchers, Officers and Supervisors assigned to Patrol will receive 8 accrued hours in the pay period the holiday falls.

1. If the above listed employees work a regular shift on the date of the holiday, holiday hours will count towards hours worked and will be eligible to be paid or banked at the over-time (1.5) rate (12 hours).
2. Employees who do not work a regular shift on a holiday may choose one of the followings at the regular time rate:
 - a. Bank 8 hours for use as paid time off in the future.
 - b. Be paid 8 hours in the pay period it occurs.
3. All eligible employees may:
 - a. Be paid all unused accrued holiday hours at the end of the calendar year.
 - b. Be paid all but 16 unused accrued holiday hours at the end of the calendar year and carry-over the remaining 16 hours into the following year.
 - c. Carry-over a maximum of 16 hours of holiday time over to another calendar year.
4. Upon separation employees will be paid out all accrued and unused holiday hours.

ATTACHMENT C

Municipality	Holiday Pay Policy
Apache Junction	Paid 8 hours of holiday at straight time and straight time for any hours worked on the holiday.
Avondale	Paid 8 hours of holiday at straight time and straight time for any hours worked on the holiday + 8 hours of banked personal leave.
Casa Grande	Paid 8 hours of holiday at over-time rate (1.5x) + over-time (1.5x) for any hours worked on holiday.
Cottonwood	Paid 8 hours of holiday at straight time and straight time for any hours worked on the holiday.
Globe	Paid 8 hours of holiday at straight time and straight time for any hours worked on the holiday.
Goodyear	Paid 8 hours of holiday at straight time and over-time (1.5x) for any hours worked on the holiday.
Litchfield Park	Paid 8 hours of holiday at over-time rate (1.5x) + over-time (1.5x) for any hours worked on holiday.
Mesa	Paid over-time rate (1.5x) for hours worked on holiday.
Paradise Valley	Dispatchers & Patrol personnel: Option to bank time or be paid 8 hours of holiday at over-time rate (1.5x) + over-time (1.5x) for any hours worked on holiday. All other employees: paid at over-time rate (1.5x) for any holiday hours worked.
Peoria	Paid 10 hours of holiday at straight time and over-time (1.5x) for any hours worked on the holiday.
Phoenix	Paid 8 hours of holiday at straight time and over-time (1.5x) for any hours worked on the holiday.
Showlow	Paid over-time rate (1.5x) for hours worked on holiday.
Sierra Vista	Paid 8 hours of holiday at straight time and straight time for any hours worked on the holiday. May bank hours into comp time in lieu of being paid.
Surprise	Paid over-time rate (1.5x) for hours worked on holiday.
Wislow	Paid 8 hours of holiday at straight time and over-time (1.5x) for any hours worked on the holiday.
Yuma	Paid 8 hours of holiday at straight time and over-time (1.5x) for any hours worked on the holiday.

Attachment C

SECTION 809 Supervisory Differential – Current Policy not practiced

- A. In the event that a supervisor's salary amount is the same or less than the base salary (exclusive of overtime but including assignment pay) of the highest paid direct subordinate, the Department Director may request, in writing from the Town Manager, approval to apply a differential to place the supervisor's salary up to 5% above that of the highest paid subordinate.
- B. The determination of the Town Manager shall not be appealable.

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RESOLUTION NUMBER 2020-21

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF PARADISE VALLEY, ARIZONA, ADOPTION OF
AMENDMENTS TO THE HUMAN RESOURCES POLICIES AND
PROCEDURES HANDBOOK**

WHEREAS, the Town needs to have an Employee Handbook with policies and procedures that reflect up to date and consistent policies which employees of the Town are expected to uphold and are essential to successful operation of the Town's business;

WHEREAS, the Town staff recommends the following Handbook amendments:

1. SECTION 204(A) – Revisions of Human Resources Policies and Procedures Handbook. The Town Manager will have the ability to make Handbook Managerial Amendment recommendations to the Town Council on matters of legal compliance, proper administration of employee affairs and adjustments to address changes of work environment through a check and balance process. The Town Council will continue to have sole authority of policies related to employee compensation or any other matter with fiscal implications to the Town. Further, the Employee Handbook will be considered on every odd numbered years starting in June 2021 as part of the Budget process and Council adoption of all financial policies..
2. SECTION 910(E) – Holiday Pay for Dispatchers, Officers and Supervisors Assigned to Patrol – Adopt Holiday Pay policy for Dispatchers, Officers and Supervisors assigned to patrol who are required to work on a holiday to be paid or bank hours as leave time for future use at the over-time (1.5x).

3. SECTION 809 – Supervisory Differential – Eliminate the policy in which supervisor are required to be paid at least 5% above their highest paid subordinate. Thereby eliminated unfairness and excessive pay increases.

WHEREAS, the Town Council has reviewed the Handbook amendments and concurs with the adoption of the amendments.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Town Council hereby adopts revision of SECTION 204(A) – Revisions of the Human Resources Policies and Procedures Handbook.

2. The Town Council hereby adopts revision of SECTION 910(E) – Holiday Pay for Dispatchers, Officers and Supervisors Assigned to Patrol.

3. The Town Council hereby adopts to eliminate SECTION 809 – Supervisory Differential.

3. This Resolution shall take effect immediately after its adoption.

PASSED AND ADOPTED by the Mayor and Council of the TOWN OF PARADISE VALLEY, Arizona, this 8th day of October 2020.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney



Action Report

File #: 20-383

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Paul Michaud, Planning Manager
Loras Rauch, Special Projects Planner

DATE: October 8, 2020

DEPARTMENT: Community Development

AGENDA TITLE:
Award of Contract for the 2022 General Plan Update

RECOMMENDATION:

Authorize the Town Manager to execute a contract with Michael Baker International in the amount of \$119,928 to be split between FY20-21 and FY21-22 or as approved by the Town Council and a contingency to spend an additional \$4,972 with the total contract amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town.

COUNCIL STATUTORY REQUIREMENTS:

- In accordance with **A.R.S. §9-461.06.K.** on or before the tenth (10th) anniversary of the plan's most recent adoption, the governing body of the municipality shall either readopt the existing plan for an additional term of up to ten (10) years or shall adopt a new general plan.
- In accordance with **A.R.S. §9-461.05** the General Plan shall consist of a statement of community goals and development policies, include maps, any necessary diagrams and text setting forth objectives, principles, standards and plan proposals.
- In accordance with **A.R.S. §9-461.06.M.** once the Town Council adopts the 2022 General Plan it shall be submitted to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least 120 days after the council adopts the plan.

SUMMARY STATEMENT:

It is expected that the process to complete the 2022 General Plan Update will take approximately seventeen (17) months plus an additional 120 days between Town Council adoption and the general election voter ratification.

The Town in accordance with State and local regulations solicited request for proposals (RFPs) from qualified professional consultants to assist the Town in the 2022 General Plan Update process. Below is a summary of the RFP process that led to the selected consultant team:

- The RFP was issued on August 24, 2020.
- Three (3) consultants submitted RFP proposals by the RFP deadline of September 14, 2020.
- A Selection Committee reviewed the three submitted RFP proposals. The Committee was comprised of the Procurement Coordinator, Town Manager, Planning Manager, and Special Projects Planner.
- The Selection Committee met on September 18, 2020 to review and score the RFP proposals. Scoring was based on methodology, experience and expertise, and the cost and terms as described in the RFP solicitation.
- Two of the three consultant teams were selected to interview based on the written scores.
- Interviews were conducted on September 21 and 22, 2020 and scoring of the consultant interviews were based on methodology, experience and expertise, their answers to specific questions derived from reviewing their proposals.
- Michael Baker International scored the highest in both the RFP response and the interview.

BUDGETARY IMPACT:

The anticipated project budget split is approximately \$49,928 in FY20-21 and \$70,000 in FY21-22. As Town revenues increase to allow for Priority Two funding, this contract may be allocated differently by Council in the future. There were five optional tasks offered in the Michael Baker International proposal, but staff identified Option #3 - General Plan Ratification Support, as the only optional task to include as a contingency in the amount of \$4,972. Prior to invoking the use of the contingency funds for the identified optional task staff would notify Council as to their need and intent to spend the funds.

The total project case, including contingency for Option #3 General Plan Ratification Support not to exceed \$124,900 will come from the Community Development Department Budget. The approved budget authority for the General Plan will be included in the next FY20/21 Budget Amendment Resolution for Council's consideration.

ATTACHMENT(S):

- A. Contract - Michael Baker 2022 General Plan Update
- B. Staff PowerPoint Presentation

**CONTRACT PURSUANT TO SOLICITATION
2022 General Plan Update**

This Services Contract ("Contract") is entered into and effective between the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Town") and Michael Baker International, Inc., a[n], Pennsylvania corporation ("Consultant") (individually "Party" and collectively "Parties") as of the ____ day of _____, 2020 ("Effective Date").

RECITALS

- A. Town intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in RFP No. 20-114-CMD, attached as **Exhibit A** (the "Project");
- B. Town desires to retain the services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide Town with services ("Services") consistent with industry-best practices and the standards set forth in this Contract, in order to complete the Project; and
- D. Town and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The Parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with Town and its designated employees, and working closely with others, including other consultants or contractors, retained by Town.
- 1.2 No Delegation or Assignment. Consultant shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Consultant to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Consultant or its assets, without prior written permission of the Town. The Town, at its option, may cancel this Contract in the event Consultant undertakes a delegation or assignment without first obtaining the Town's written approval. Consultant agrees and acknowledges that it would not be unreasonable for the Town to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the Town.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project, as more fully set out in the Project Scope of Work.

3. Term. The term of this Contract commences upon the Effective Date and continues for a period of the earlier of twenty-four (24) months from the Effective Date or until all work required by Consultant is completed and accepted by the Town. The Town may, at its option and with the approval of the Consultant, extend the term of this Contract an additional six (6) months. .

4. Consultant's Work.

- 4.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Contract.
- 4.2 Independent Contractor Status. Consultant shall be an independent contractor and shall have responsibility for and control over the details and means of providing the Services under this Contract.

4.3 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) Town is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify Town immediately if any Approvals or Debarment changes during the Contract's duration. The failure of the Consultant to notify Town as required will constitute a material default under the Contract.

4.4 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by Town.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

4.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to Town exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend Town for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to Town copies of the preliminary and completed Work Product promptly as they are prepared or as otherwise instructed by the Town.
- c. Town Use.
 - (1) Town may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the Town agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, Town will also remove any seal and title block from the Work Product.

5. **Compensation for the Project.**

- 5.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed One Hundred Twenty Four Thousand Nine Hundred Dollars (\$124,900), which amount includes a contingency in the amount of Four Thousand Nine Hundred Seventy-Two Dollars (\$4,972) for additional services for Option #3, General Plan Ratification Support, all as specifically detailed in **Exhibit C** ("Compensation").

Consultant shall not provide, and will not be compensated for the additional services for Option #3, unless specifically authorized in writing by the Town.

5.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

- a. Adjustments to Compensation require a written amendment to this Contract and may require Town Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Contract may not be performed by the Consultant without prior written authorization from the Town.
- c. Notwithstanding the incorporation of the Exhibits to this Contract by reference, should any conflict arise between the provisions of this Contract and the provisions found in the Exhibits and accompanying attachments, the provisions of this Contract shall take priority and govern the conduct of the Parties.

6. Billings and Payment.

6.1 Applications.

- a. Consultant will submit invoices (each, a "Payment Application") to Town's Project Manager and Town will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be TBD consistent with successful RFP Proposal.
- c. Payment Applications will be submitted for partial payment on the account for the authorized services, documents and materials completed during the Payment Application time period. k.

6.2 Payment.

- a. After a full and complete Payment Application is received, Town will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon Town's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as Town may reasonably request to assure the Project will be free of claims arising from required performances under this Contract.

6.3 Review and Withholding. Town's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. Town may withhold an amount sufficient to pay expenses that Town reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

7. Termination.

7.1 For Convenience. Town may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than three (3) days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the Town.

7.2 For Cause. Town may terminate this Contract for cause if Consultant fails to cure any breach of this Contract within ten (10) days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after Town has determined its damages. If Town's damages resulting from the breach, as determined by Town, are less than the equitable amount due but not paid Consultant for Services furnished, Town will pay the amount due to Consultant, less Town's damages, in accordance with the provisions of Sec. 5.
- b. If Town's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to Town immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Contract, whichever is greater.

8. **Conflict.** Consultant acknowledges this Contract is subject to A.R.S. § 38-511, which allows for cancellation of this Contract in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on Town's behalf becomes an employee, agent, or consultant of any other Party to this Contract.

9. **Insurance and Indemnification.** For the duration of the term of this Contract, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

9.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Consultant shall maintain Commercial General Liability insurance with limits of no less than \$500,00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the work under this Contract or the general aggregate limit shall be twice the required occurrence limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U..
- b. Automobile Liability: A business auto policy providing a liability limit of at least \$1,000,000 per accident and covering owned, non-owned and hired automobiles. .
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

9.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless Town and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than Town or Consultant) and that arises out of or results from the breach of this Contract by the Consultant or the

Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Contract, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
- d. Insurance provisions set forth in this Contract are separate and independent from the Indemnification requirements and provisions of this Contract and shall not be construed in any way to limit the scope and magnitude of the Indemnification requirements and provisions. The Indemnification requirements and provisions of this Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

9.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The Town, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the Town.

9.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A+, unless the Consultant has obtained prior approval from the Town stating that a non-conforming insurer is acceptable to the Town.

9.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

9.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Contract or before work begins, whichever is earlier, Consultant shall furnish the Town with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Contract effective. All certificates and endorsements must be received and approved by the Town before work commences. Failure to obtain, submit or secure the Town's

approval of the required insurance policies, certificates or endorsements prior to the Town's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The Town reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Contract at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the Town's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Contract, including any schedule for performance or completion of the Project.

- 9.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Contract.
- 9.8 Special Risk or Circumstances. The Town reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

10. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the Town under the terms of this Contract. The Town retains the legal right to randomly inspect the papers and records of the other Party to ensure that the other Party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties shall cooperate with the Town's random inspections, including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11. **Boycott of Israel Prohibited:** To the extent A.R.S. § 35-393 et seq. is applicable to this Contract, Consultant warrants that it is not and will not participate in prohibited activity during the Term or any renewal or extension Term in contravention of the statute and has executed the affidavit attached as Exhibit A as assurance to the Town. A.R.S. § 35-393 prohibits the Town from contracting in an amount of \$100,000 or more with a for-profit company that is participating in a boycott of goods and services from Israel. .

12. **Notices.**

- 12.1 A notice, request or other communication that is required or permitted under this Contract (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested). Delivery by e-mail or facsimile is not sufficient.
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Contract by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Kevin Kugler, AICP
Planning Operations Manager/Project Director
c/o Michael Baker International
2929 North Central Avenue, Suite 800
Phoenix, AZ 85012

- b. Town. Town's representative ("Town's Representative") authorized to act on Town's behalf, and his or her address for Notice delivery is:

Loras Rauch, AICP
Special Projects Planner
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With required copy to:

Town Manager
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

Town Attorney
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

- c. Concurrent Notices.

- (1) All notices to Town's representative must be given concurrently to Town Manager and Town Attorney.
- (2) A notice will not be deemed to have been received by Town's representative until the time that it has also been received by the Town Manager and the Town Attorney.
- (3) Town may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or Town may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least seven (7) days prior to the change.

13. Additional Provisions.

13.1 Integration. This Contract contains, except as stated below, the entire agreement between Town and Consultant and supersedes all prior conversations and negotiations between the Parties regarding the Project or this Contract.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Contract's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Contract will not be binding on the Parties.
- c. In the event of a conflict in the provisions of this Contract, the following shall prevail in the order set forth below:
 - i. Signed and fully executed Amendments, if any, to this Contract, Contract No. CON-20-114-CMD.

- ii. Signed and fully executed Contract No. CON-20-114-CMD, including Exhibits and Attachments
- iii. Consultant's Response to RFP No. 20-114-CMD
- iv. Addenda to RFP No. 20-114-CMD
- v. RFP No. 20-114-CMD
- vi. Instructions to Bidders
- vii. Other documents referenced or included in the RFP or Contract

13.2 Interpretation.

- a. The Parties fairly negotiated the Contract's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The Parties are of equal bargaining position and this Contract must be construed equally between the Parties without consideration of which of the Parties may have drafted this Contract.
- c. The Contract will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Contract, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Contract.

13.4 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the Engineer at least 30 days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

13.5 Amendment. No amendment to this Contract will be binding unless in writing and executed by the Parties. Electronic signature blocks do not constitute execution for purposes of this Contract. Any amendment may be subject to Town Council approval.

13.6 Remedies. All rights and remedies provided in this Contract are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Contract or applicable law.

13.7 Right to Assurance. Whenever one Party to this Contract in good faith has reason to question the other Party's intent to perform, he may demand that the other Party give a written assurance of his intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of the Contract.

13.8 Severability. If any provision of this Contract is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.9 Counterparts. This Contract may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Project Manager.** The Town's Project Manager for the Project is:

Name: Loras Rauch

Contact: lrauch@paracisevalleyaz.gov; 480-348-3595

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and Town will be resolved in accordance with **Exhibit D**. The final determination will be made by the Town.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation
Exhibit D	Dispute Resolution

The Parties enter into this Contract effective as of the date shown above.

Town of Paradise Valley,
an Arizona municipal corporation

By: Jill Keimach
Its: Town Manager

ATTEST:

Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

MICHAEL BAKER INTERNATIONAL,
INC.
a Pennsylvania corporation

By: _____
Its: _____

EXHIBIT A
Services Contract

PROJECT

See RFP No. 20-114-CMD and Proposal Submitted by Michael Baker International dated September 14, 2020 on file with Paradise Valley Town Clerk

EXHIBIT B
Services Contract

SCOPE OF WORK

See Attached Excerpts from Exhibit A
(pages 21-27)

SCOPE OF WORK

Section 1.1: GENERAL PROJECT OBJECTIVES

The general objective by the Town of Paradise Valley (the “Town”) is to develop a 2022 General Plan to update the Town’s 2012 General Plan through a process that complies with Arizona Revised Statutes, Town codes, and meets the concierge level of engagement Town residents expect for a long-range planning process. The overall timeframe for the General Plan update process from hiring of the consultant to ratification is October 2020 to August 2022. The consultant should anticipate active engagement by the Town Council, Planning Commission, and Town residents that requires quick responses, detailed explanations by experts on that topic, and planning on unexpected meetings to accommodate focused discussions that may arise during the process. As such, the proposed scope of work from the consultant shall take this into consideration.

The end deliverable will be the new 2022 General Plan the Town can rely on for the next ten years. However, the expectation is that the 2022 General Plan will be as succinct as possible and not result in a major shift of the Town’s vision and values. The 2022 General Plan will likely retain many of the same or similar components that promote the Town’s vision and values and will refine aspects in the current General Plan that have been met or no longer align with the Town’s vision and values. These vision and values include enhancing the premier, low density, residential character of the Town; preserving the sense of privacy, quiet, dark skies, open spaces, and natural environment that residents enjoy; following a limited government model on land use decisions that balance the powers of local government and individual property rights; and limits commercial development to best harmonize with the Town’s vision and values in a way that respects the quality of life of Town residents while still affording the ability of the Town’s world-class resorts and other existing non-residential properties to evolve and change.

The Town’s limited government approach and limited staff require the need to seek consultant services for the 2022 General Plan. The consultant’s proposal shall seek to keep overall costs low by identifying opportunities for cost-saving measures. Said proposal shall incorporate the following items in the phases outlined in this request but does not necessarily need to be exactly as described. The Town encourages the consultant to bring forward approaches, tasks, and other public engagement methods its finds will work for current demographics within the Town of Paradise Valley. The proposal shall highlight projects and consultant member experience in working in a community similar to Paradise Valley.

The selected consultant will lead the planning process and develop project deliverables with oversight from the Special Projects Planner. All work shall be completed in accordance with applicable State Statutes and Town standards within the agreed upon timeline. The intent of the Scope of Work is to serve as a framework which consultants can use to develop a more detailed scope of services based on their professional expertise and knowledge. The final scope of services will be developed in collaboration with the selected firm and Town staff prior to contract approval by the Town Council.

❖ **PHASE 1: PROJECT START-UP** *(estimated this Project Start-Up phase would start in October of 2020).*

The Consultant Shall:

1. Conduct preliminary administrative tasks including, but not limited to:
 - a. Review the current 2012 General Plan and other background materials such as the Town's history, demographic and Census data, other Town plans such as the Visually Significant Corridors Master Plan, Walk and Bike Plan, and other relevant information;
 - b. Meet with Town staff and elected officials to discuss issues such as the project goals, opportunities, information needs, roles and responsibilities, expectations, and logistical issues;
 - c. Gather base GIS data, maps, and other technical information needed from staff; and
 - d. Review adjacent agencies, regional, and other General Plans or plans that may impact the Town of Paradise Valley, in particular the Cities of Phoenix and Scottsdale and Maricopa County, with a deliverable that summarizes the key components of this research and how these key components may impact the Town.
2. Prepare a Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code. The goals of the Public Participation Plan are to:
 - a. Create awareness and understanding of the General Plan;
 - b. Seek to receive input from a broad, cross-section of the community;
 - c. Understand residents' attitudes and opinions regarding the direction of the Town's growth and development, key issues facing the Town, and their views regarding the Town's future;
 - d. Affirm community vision and values;
 - e. Identify common ground on issues where there is a diversity of perspectives;
 - f. Promote intergovernmental and interagency cooperation and collaboration;
 - g. Include follow-up meetings with stakeholders to report on project progress and findings and solicit feedback on findings and recommendations; and
 - h. Use approaches that recognize that the 2022 General Plan vision and many components will likely be similar to or more of an updating of the 2012 General Plan.

The Public Participation Plan should include various ways to encourage resident involvement and broad-based participation. The consultant proposal should identify how best to accomplish this participation as well as a timeline for creation and adoption of the Public Participation Plan.

3. Attend and assist Town staff during the Town Council approval of the Public Participation Plan. Approval of the Public Participation Plan will require at least one study session meeting and an action meeting by the Town Council. Approval of the Public Participation Plan shall include an explanation of the scope of work to be performed, explanation of stakeholder level of involvement, and an overview of the project schedule.

4. Conduct a kick-off meeting with the Town Council and others who will be responsible for regularly reviewing the progress of the project and providing input to the consultant and staff in a public setting.
5. Research, collect, and synthesize the necessary background data for the 2022 General Plan that will culminate into an existing data background report or appendix. This would include, and may not be limited to, the historical context for the Town of Paradise Valley, annexation data, existing land use data by zoning district, undeveloped land, water service improvements, and other related information collected on the elements in the 2022 General Plan. Town staff will provide the consultant with any available data.

❖ **PHASE 2: VISIONING AND GATHERING INPUT**

The Consultant Shall:

1. Prepare and edit with Town Staff review an informational brochure of Frequently Asked Questions (FAQs) about the General Plan update to be placed on the Town's website and available for distribution at General Plan public meetings.
2. Develop drafts and prepare a final vision statement for the 2022 General Plan from the input received by the various approaches used in the Public Participation Plan.
3. Conduct visioning workshops, stakeholder meetings, and/or other public meetings as identified in the Public Participation Plan in such a manner that encourages interaction and public input. Conducting the meetings includes, and may not be limited to, preparing notices, preparing meeting material, providing large scale color maps and visuals, providing attendee contact information, and documenting the input for retention purposes. Town staff will manage any Town media sources such as the Town website, Alert software, and newspaper notices.
4. Prepare meeting minutes for all workshops, stakeholder meetings and/or other public meetings per the Public Participation Plan. Input shall be recorded and addressed in the plan or an explanation as to why the comments were not addressed is to be provided, in writing, to Town staff. The consultant will be responsible for all preparation required and meeting coordination for said meetings (i.e. attendee sign-in sheets, meeting setup). The consultant is also responsible for the development of meeting notification material, (i.e. press release and meeting flyers). Town staff will be responsible for the coordination of location, issuing press releases, and notifying the public. Also, Town staff will prepare meeting minutes for any Planning Commission and Town Council meetings.
5. Prepare future projections and impact based on the elements in the 2022 General Plan that will be included as part of the background report or appendix. This may include, and is not limited to, the following: land use assumptions on future land use, density, and development intensity; identification of relevant sustainable development trends that may impact the Town of Paradise Valley, such as impacts on circulation and parking from autonomous vehicles and ridesharing; other green infrastructure; population projections; housing type data; evaluation of street cross sections, including impacts on types of curbing; and options to address cut-through vehicular and non-motorized traffic in neighborhoods.

❖ **PHASE 3: DEVELOPMENT OF 2022 GENERAL PLAN DRAFT**

The Consultant Shall:

1. Prepare a 2022 General Plan draft for staff and stakeholder review, which shall include the following:
 - a. Include an introduction, elements as required by ARS § 9-461.05 and an implementation section and glossary section;
 - b. Provide an implementation section that reflects the Town's Capital Improvement Program (CIP); identifies tasks, timeframe, and responsible parties. Where applicable, this component shall cover estimated costs;
 - c. Consider a different plan format, adding/removing elements or components, and/or combining elements based on Phase 1, Project Start-Up, and Phase 2, Visioning and Gathering Input. The Town of Paradise Valley 2012 General Plan has seven (7) elements: Land Use and Development, Community Character and Housing, Mobility, Open Space and Recreation, Environmental Planning and Water Resources, Sustainability, and Public Facilities/Services and Cost of Development;
 - d. Consider drafting and reviewing elements individually or in groups to make the process manageable for consultants, reviewers and the public;
 - e. Draft a plan that is easy to use, easy to read and easy to understand. Design the plan to be inspiring visually, graphically and intellectually;
 - f. Present the 2022 General Plan draft and/or elements for review and input in a manner that is consistent with the adopted Public Participation Plan;
 - g. Provide opportunity for periodic Town Council and Planning Commission updates and/or review of the 2022 General Plan draft, draft plan components, and/or preliminary plan drafts; and
 - h. Prepare a complete draft plan at each stage of the review and approval process for staff and the public reviewing body. Each new draft shall include all up-to-date edits and changes agreed upon by the previous reviewing body along with an updated comment matrix. Based on the Town Council action, the consultant may be required to make final edits or other changes to the 2022 General Plan prior to the Plan being submitted for ratification by the public in August 2022.
2. Create the artwork (maps, graphics, photos and visuals) for the 2022 General Plan. Maps and visuals may be provided in PDF format during Phases 1 through 4, unless directed otherwise by Town staff. All visuals that include such items as charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town in Adobe InDesign 8.0 or newer or ArcGIS 10.3.

❖ **PHASE 4: PUBLIC BODY RECOMMENDATION AND APPROVAL**

The Consultant shall:

1. Assist Town staff with the coordination and material for the sixty (60) day notice noticing to agencies and other local governments for review and comment of the 2022 General Plan draft in conformance with the Arizona Revises Statutes, including Maricopa County, Cities of Scottsdale and Phoenix, Maricopa Association of Governments and related Committees such as the Population Technical Advisory Committee and the Transportation Policy

Committee, Arizona Commerce Authority, Arizona Department of Water Resources, Arizona State Land Department, as well as other regional, state and federal agencies, and any person or entity that requests in writing a copy of the proposed plan.

2. Prepare an executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the 2022 General Plan for Town staff review and approval, with any revisions made to this summary as the 2022 General Plan completes Phase 4, Public Body Recommendation and Approval
3. Prepare, make revisions to the 2022 General Plan, and attend a minimum of four (4) Planning Commission meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include three (3) work sessions and one (1) meeting at which the Planning Commission votes on a recommendation of the 2022 General Plan draft to the Town Council. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s) and may require presentation and/or addressing questions.
4. Prepare, make all recommended revisions to the 2022 General Plan after the Planning Commission meeting(s), and attend a minimum of three (3) Town Council meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include two (2) work sessions and one (1) meeting at which the Town Council votes on the 2022 General Plan draft. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s), and may require presentation and/or addressing questions.
5. Draft the final 2022 General Plan, making all recommended changes, after completion of Phase 4, Public Body Recommendation and Approval.

❖ **PHASE 5: VOTER RATIFICATION**

The Consultant shall:

1. Be aware, and if necessary, adjust the project scope accordingly to meet the Town's goal in placing the 2022 General Plan on the August 2022 ballot. Town staff will make most of the necessary arrangements to place the 2022 General Plan on the ballot. However, the consultant's proposal should include an option to assist with promotion of the 2022 General Plan. Notifications include, and are not limited to, the following:
 - a. Notify at least one hundred twenty (120) days prior to the election, the Maricopa County Elections Department of the intent to place the 2022 General Plan on the August 2022 ballot; and
 - b. Notify at least one hundred five (105) days prior to the election the final ballot language to the Town Clerk.
2. Include in the consultant's proposal an option to assist Town staff with promotion of the 2022 General Plan which may include, and not be limited to the following:
 - a. Prepare a general description of the 2022 General Plan and its elements in a Town pamphlet, with copies available in at least two locations accessible to the public;
 - b. Write and disseminate press releases and articles in the "Town Reporter", *Paradise Valley Independent* and the *Scottsdale Republic*;

- c. Continue to reference and update the Town's website;
- d. Add flyers to utility bills regarding the upcoming vote;
- e. Continue to post the schedule of meetings on the website and Town bulletin board;
- f. Place static displays at Town facilities; and
- g. Prepare, promote, and deliver a public outreach program to homeowners' associations and other community groups.

❖ **PHASE 6: PROJECT CLOSE OUT**

The Consultant shall:

1. Provide the final 2022 General Plan document and any associated appendices in an electronic, editable format acceptable to the Town within thirty (30) calendar days after Town Council approval of the 2022 General Plan. This format shall allow for the ease of making hard copy prints of the General Plan and appendices. There shall be at least two versions of the General Plan, one version in PDF and one version in Microsoft Word 2010.
2. Provide all final artwork, including but not limited to, such items as graphic, photos, charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town such as Adobe InDesign 8.0 or newer or ArcGIS 10.3. Photos shall be in JPEG format.
3. Provide the executive summary, background report or appendices that includes all the primary General Plan drafts, visioning and public input material, public outreach materials and pamphlets, noticing, and associated project material in PDF format.

Section 1.2: OTHER TASKS

The Consultant shall:

1. Prepare and timely submit, to the Town's project manager of the 2022 General Plan, such periodic, intermediate performance reporting, financial status, and final reports and records, as may be requested by the Town and as are applicable to the project, which will include: (a) At least monthly written progress/performance reports due the last day of each month; (b) As needed between monthly progress reports, conference calls and/or meetings with Town staff to share ideas, gather information, clarify items, and discuss other information related to the project; and (c) Written notice of any proposed substantial change in the project, including proposed changes in the agreed upon scope, design and layout of the General Plan, and changes to the timeline
2. Be available to attend and may require providing information for regular briefings during the project to the Town Council and/or Planning Commission to keep them informed of actions concerning the development of the update to the General Plan. The proposal should include a total of at least four (4) briefings to either the Planning Commission and/or Town Council.
3. Indicate in the proposal any additional tasks that add value and will enhance the 2022 General Plan process that are currently not included in the scope of work. The scope should clearly identify tasks, if any, which the Town of Paradise Valley will be responsible to do.
4. Include an option and/or fee should the consultant be needed at additional Planning Commission and Town Council meetings.

Section 1.3: *DELIVERABLES*

The proposal from the consultant shall take into consideration the following deliverables, although the proposer may identify additional deliverables within their proposal:

1. A Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code.
2. A background report or appendix on existing and proposed trends related to the elements in the 2022 General Plan. Town staff will assist the consultant with available data.
3. An informational brochure of Frequently Asked Questions (FAQs) about the General Plan.
4. A 2022 General Plan in a finished format for ratification. The consultant should expect to produce three (3) complete draft plans of the 2022 General Plan, in addition to making edits and changes between draft plans as the draft plan moves to the different bodies reviewing, making recommendation, or approving the 2020 General Plan.
5. An executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the General Plan update for Town staff review and approval, with any revisions made to this summary as the draft 2022 General Plan completes Phase 4, Public Body Recommendation and Approval.
6. A Town pamphlet with a general description of the 2022 General Plan and its elements for use during the voter ratification phase.
7. Physical copies of the 2022 General Plan, background report or appendix, executive summary, voter ratification pamphlet, and any plan components, artwork, maps or visuals. The consultant proposal shall indicate the number to be provided and a per unit cost should additional copies be required.

EXHIBIT C
Services Contract

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$119,928 for base services, plus a contingency of \$4,972 for Option 3, General Plan Ratification Support (RFP Phase 5).

DETAILED PROJECT COMPENSATION

See Attached.

8. COST

Michael Baker understands the Town's approach is to split the project budget over the 20-21 and 21-22 fiscal years and the need to place a greater allocation of funds within fiscal year 21-22. However, based on the need to obtain voter ratification of the General Plan in August 2022, much of the project work will be required to occur during the 20-21 fiscal year. In order to accommodate the Town's budgetary needs, Michael Baker

will apply a milestone billing approach. ***This will allow for costs incurred within the fourth quarter of the 20-21 fiscal year to be billed during the first quarter of fiscal year 21-22. This would allow for an anticipated project budget split of approximately \$49,928 in fiscal year 20-21 and \$70,000 in fiscal year 21-22.*** Please see our optional tasks breakdown on the following page.

Michael Baker International, Inc.

TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TOTAL TASK HRS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00		
PHASE I - RECOGNIZE									\$26,389
TASK 1.1: SCOPING MEETING	4	20						24	\$4,780
TASK 1.2: PROJECT IMMERSION SUMMIT	4	16		16		4	8	48	\$7,420
TASK 1.3: DOCUMENT LIBRARY & GIS DATABASE DEVELOPMENT								0	\$0
TASK 1.4: EXISTING CONDITIONS ASSESSMENT REPORT	1	15	8	15	8	40	40	127	\$14,189
PHASE II - ENGAGE									\$44,744
TASK 2.1: COMMUNITY OUTREACH & PARTICIPATION PLAN	1	12		8			8	29	\$4,376
TASK 2.2: VISUAL IDENTITY		1				15		16	\$1,530
TASK 2.3: COMMISSION & COUNCIL COORDINATION	3	35		20		20	20	98	\$13,805
TASK 2.4: PROJECT WEBSITE & DIGITAL ENGAGEMENT		20				15	70	105	\$12,705
TASK 2.5: COMMUNITY WORKSHOPS		20	4	20		25	25	94	\$11,760
TASK 2.6: SOCIAL MEDIA							8	8	\$568
PHASE III - ENRICH									\$39,261
TASK 3.1: DETERMINATION OF THE GENERAL PLAN ORGANIZATIONAL STRUCTURE		15				20		35	\$4,705
TASK 3.2: ADMINISTRATIVE GENERAL PLAN DRAFT	4	40	16	40	20	80	80	280	\$32,740
TASK 3.3: 60-DAY PUBLIC REVIEW DRAFT				8			8	16	\$1,816
PHASE IV - ACHIEVE									\$8,134
TASK 4.1: FINAL PLAN	2	5				10	15	32	\$3,370
TASK 4.2: PLANNING COMMISSION PUBLIC HEARING - CONSIDERATION OF THE FINAL GENERAL PLAN UPDATE		8				8		16	\$2,272
TASK 4.3: TOWN COUNCIL ADOPTION OF THE GENERAL PLAN UPDATE	1	8				8		17	\$2,492
TOTAL PROJECT HOURS	20	215	28	127	28	245	282	945	
SUBTOTAL									\$118,528
REIMBURSABLE (MILEAGE, MEALS, REPROGRAPHICS, PUBLIC MEETING MATERIALS)									\$1,400
LUMP SUM									\$119,928

Michael Baker International, Inc.

TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	PROJECT MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TASK FEE
	\$220.00	\$195.00	\$185.00	\$156.00	\$103.00	\$89.00	\$71.00	
OPTIONAL TASKS								
OPTION 1 - ADDITIONAL ROUND OF WORK SESSIONS (1 COMMISSION & 1 COUNCIL)		8				20	16	\$4,476
OPTION 2 - HOA PRESENTATION/WORKSHOPS (PER MEETING)		2					4	\$674
OPTION 3 - GENERAL PLAN RATIFICATION SUPPORT (RFP PHASE 5)		10				18	20	\$4,972
OPTION 4 - PER UNIT COST OF ADDITIONAL HARDCOPIES (BASED ON # OF PAGES)								\$20 - \$100
OPTION 5 - ADDITIONAL MEETING ATTENDANCE (BASED ON HOURLY RATES)								HOURLY RATE

EXHIBIT D
Services Contract

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The Parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the Parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Contract, including Disputes regarding any alleged breaches of this Contract.
- 1.3 Initiation. A Party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other Party as required in this Contract.
- 1.4 Informal Resolution. When a Dispute notice is given, the Parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The Parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The Parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both Parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the Parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with applicable Rules of the American Arbitration Association ("AAA"), as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The Parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the Parties have not agreed upon an arbitrator within this period, the Parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, (or other law firm amenable to the Parties) who will then select the arbitrator. The Parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial or municipal legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Paradise Valley, Arizona unless otherwise agreed by the Parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the Parties as the final judgment and may not independently alter or modify the awards sought by the Parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing Party may enter the arbitration decision in any court having jurisdiction in order to convert it to a judgment. The non-prevailing Party will pay all of the prevailing Party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and Town will continue to make payment to Consultant in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. Town and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with Town and Consultant.
- 4.2 Liens. Town or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by Town of Paradise Valley Community Development Department or any other agency of Town acting in its governmental permitting or other regulatory capacity.

TOWN OF PARADISE VALLEY

Award of Contract 2022 General Plan Update

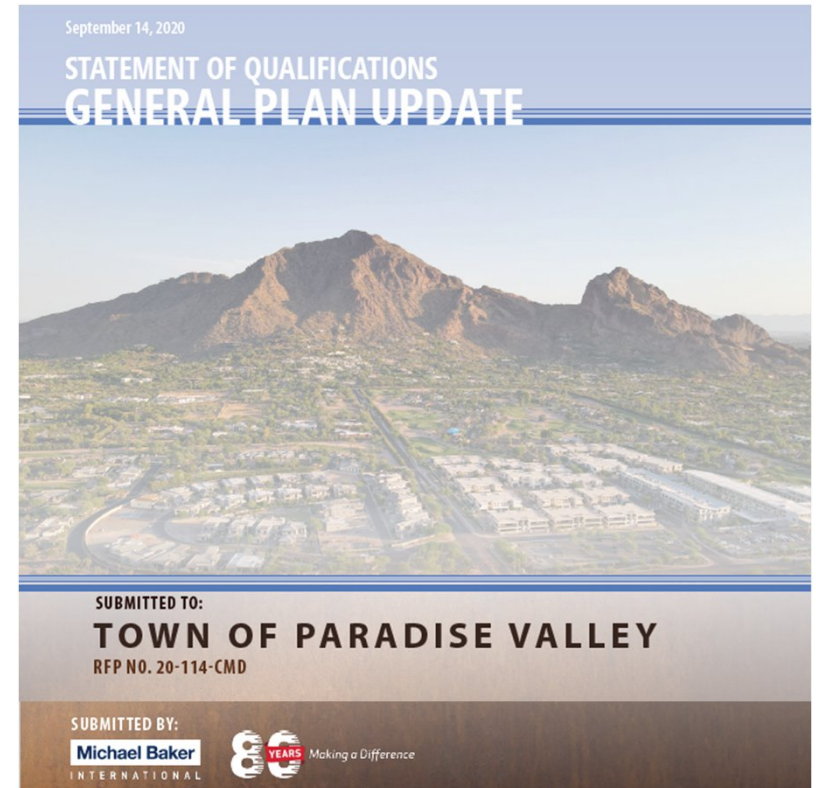
Town Council
October 8, 2020



Request

- Approval for the execution of a contract with Michael Baker International in the amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town. The anticipated budget split for the project is:
 - a) FY20-21: \$49,928
 - b) FY21-22: \$70,000
 - c) FY21-22 (contingency funds) \$4,972.

The approved budget authority for the General Plan will be included in the next FY20/21 Budget Amendment Resolution for Council's consideration.



Background

- General Plan targeted completion is August 2022 (voter ratification)
- Town Budget for the General Plan Update is \$120,000
- Town Priority One funding required the budget to be split over the FY20-21 and FY21-22
- As Town revenue increases to Priority Two and Three levels, Council may allocate all funds into one Fiscal Year.
- RFP issued on August 24, 2022
- RFP responses submitted on September 14, 2020
 - ✓ Matrix Design Group
 - ✓ Michael Baker International
 - ✓ PLAN*et Communities



Award Selection Process

- Selection Committee members reviewed RFP responses (4 Town Staff)
- Committee scored RFP responses on September 18, 2020
 - ✓ Methodology (45 points)
 - ✓ Experience/Expertise and References (30 points)
 - ✓ Cost of Services to the Town (20 points)
 - ✓ Compliance with the Towns Terms and Conditions (5 points)
- Top 2 RFP responses after committee scoring were interviewed
- Committee scored interviews on September 22, 2020
 - ✓ Michael Baker International scored the highest in both RFP response & interview



Michael Baker Experience

Relevant Arizona Experience/Expertise (year completed)

- Cave Creek: General Plan Update (special election May 2021)
- Gilbert: General Plan Update (2020)
- El Mirage: General Plan Update (2020)
- Somerton: General Plan Update (2020)
- Florence: Transportation & Active Transportation Plan (2020)
- Mesa: Design Guidelines (2019)
- Cave Creek: Cave Creek/Carefree Transportation Framework Study (2016)
- Buckeye: Gila River Restoration Area Plan (2016)
- Carefree: Village Center Master Plan (2015)
- Avondale: Strategic Transportation Safety Plan (2015)



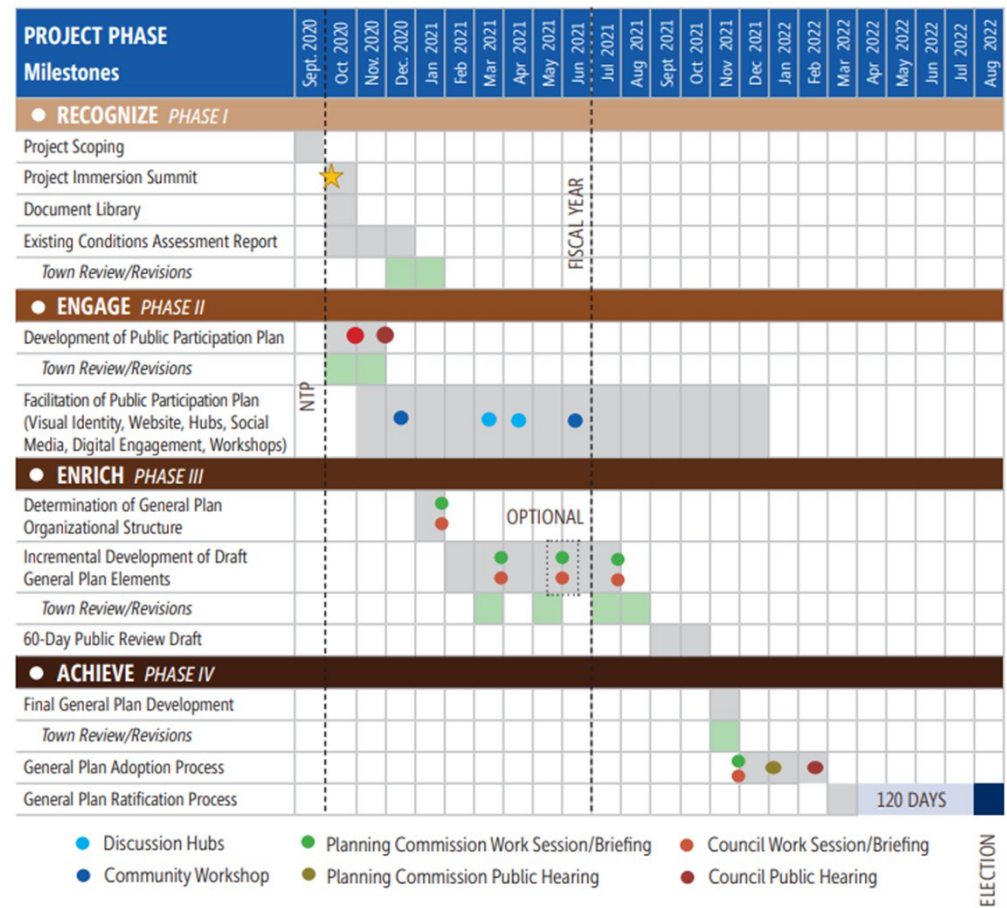
Michael Baker Experience

Town of Paradise Valley Experience

- Visually Significant Corridors Master Plan (2018)
- Cheney & Cherokee Washes Watershed Study (2016)
- Cudia City Area Drainage Master Study
- 54th St & Solano Dr Drainage Improvements
- Traffic Signal and Intersection Improvements



Project Schedule



Project Hours Phase/Personal

STAFFING PLAN	
Recognize - Phase I	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Engage - Phase II	Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez
Enrich - Phase III	Kevin Kugler, Matt Klyszeiko, Adam Pruett, Tristan Black, Brian Snyder, Matt Gomez, Smitha Kundur, Thiru Bose
Achieve - Phase IV	Kevin Kugler, Matt Klyszeiko, Tristan Black, Matt Gomez

Total Task Hours = 945

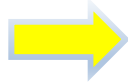
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PHASE I - RECOGNIZE									\$26,389
TASK 1.1: SCOPING MEETING	4	20						24	\$4,780
TASK 1.2: PROJECT IMMERSION SUMMIT	4	16		16		4	8	48	\$7,420
TASK 1.3: DOCUMENT LIBRARY & GIS DATABASE DEVELOPMENT								0	\$0
TASK 1.4: EXISTING CONDITIONS ASSESSMENT REPORT	1	15	8	15	8	40	40	127	\$14,189
PHASE II - ENGAGE									\$44,744
TASK 2.1: COMMUNITY OUTREACH & PARTICIPATION PLAN	1	12		8			8	29	\$4,376
TASK 2.2: VISUAL IDENTITY		1				15		16	\$1,530
TASK 2.3: COMMISSION & COUNCIL COORDINATION	3	35		20		20	20	98	\$13,805
TASK 2.4: PROJECT WEBSITE & DIGITAL ENGAGEMENT		20				15	70	105	\$12,705
TASK 2.5: COMMUNITY WORKSHOPS		20	4	20		25	25	94	\$11,760
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TASK 3.1: DETERMINATION OF THE GENERAL PLAN ORGANIZATIONAL STRUCTURE		15				20		35	\$4,705
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TASK 3.3: 60-DAY PUBLIC REVIEW DRAFT				8			8	16	\$1,816
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TASK 4.1: FINAL PLAN	2	5				10	15	32	\$3,370
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TOTAL PROJECT HOURS	20	215	28	127	28	245	282	945	
SUBTOTAL									\$118,528
REIMBURSABLE (MILEAGE, MEALS, REPROGRAPHICS, PUBLIC MEETING MATERIALS)									\$1,400
LUMP SUM									\$119,928



Project Add-Ons

Optional Tasks

Request:
Potential Option



TOWN OF PARADISE VALLEY GENERAL PLAN UPDATE PROJECT BUDGET	PROJECT DIRECTOR	PROJECT MANAGER	SR. CIVIL ENGINEER	PRINCIPAL PLANNER	SR. TRANS. PLANNER	PROJECT PLANNER	PLANNER & GIS	TASK FEE
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OPTIONAL TASKS								
OPTION 1 - ADDITIONAL ROUND OF WORK SESSIONS (1 COMMISSION & 1 COUNCIL)		8				20	16	\$4,476
OPTION 2 - HOA PRESENTATION/WORKSHOPS (PER MEETING)		2					4	\$674
OPTION 3 - GENERAL PLAN RATIFICATION SUPPORT (RFP PHASE 5)		10				18	20	\$4,972
OPTION 4 - PER UNIT COST OF ADDITIONAL HARDCOPIES (BASED ON # OF PAGES)								\$20 - \$100
OPTION 5 - ADDITIONAL MEETING ATTENDANCE (BASED ON HOURLY RATES)								HOURLY RATE



Action

1. Authorize the Town Manager to execute a contract with Michael Baker International in the amount of \$119,928 to be split between FY20-21 and FY21-22 or as approved by Town Council in the future and a contingency to spend an additional \$4,972 with the total contract amount not to exceed \$124,900 to develop the 2022 General Plan Update for the Town.

The approved budget authority for the General Plan will be included in the next FY20/21 Budget Amendment Resolution for Council's consideration.





Action Report

File #: 20-393

TO: Mayor and Town Council

FROM: Andrew Miller, Town Attorney

DATE: October 8, 2020

CONTACT:

AGENDA TITLE:

Adoption of Resolution No. 2020- 29 authorizing the Town Attorney to file a Motion to intervene in the EPCOR Rate Case designated as Arizona Corporation Commission ("ACC") Docket No. WS-01303A -20-0177.

RECOMMENDATION:

Adopt Resolution No. 2020-29 authorizing the Town Attorney for file a Motion to Intervene in the 2020 EPCOR Rate Case.

BACKGROUND:

On June 15, 2020, EPCOR Water Arizona (EPCOR) filed a case with the Arizona Corporation Commission (Rate Case) requesting a rate increase for its Agua Fria, Anthem, Chaparral, Havasu, Mohave, North Mohave, Paradise Valley, Sun City, Sun City West, Tubac, and Willow Valley Water Districts and for consideration of consolidation proposals related to the various water districts, including the Paradise Valley Water District (PV District). The Town of Paradise Valley ("Town") is a customer and rate payer within EPCOR's PV District and thus should monitor the filings and proceedings in the Rate Case by filing a motion to intervene in the Rate Case. Filing as an intervenor will permit the Town to file testimony, present its witnesses, cross-examine other witnesses and otherwise take an active participation as a party to the Rate Case, including filing of motions, opening and closing statements and actively monitoring any changes made in the proposed rate structures for the PV District. Most importantly, because the Rate Case includes not just proposals for "stand-alone" rates , but also a number of water district "consolidation" proposals (identified as Scenarios 1 to 4 in the EPCOR Application), the Town should actively participate in the Rate Case to determine the impacts of the proposed rates on the Town and its residents.

In prior rate cases filed by EPCOR and its predecessor, the Arizona-American Water Company, the Town has opposed proposals that would consolidate the PV District with the other physically separate and geographically distant water districts. The reason for opposing consolidation is that due to the large lot sizes in the Town the typical resident of Paradise Valley has an average monthly water usage that is far greater than the average use in all of the other EPCOR water districts; and that the blended rate tiers will almost always have the vast majority of the Town residents paying the higher per gallon rates that are in the top (punitive) tiers of the projected rate structure. Thus, if the PV

District rate payers are blended with the other EPCOR districts, then the PV District rate payers will see large rate increases and essentially will be subsidizing the rate payers in the other districts. By way of example, in the notice recently sent by EPCOR to its customers, a typical Paradise Valley residential rate payer with a 1" meter size and an average water usage of 51,778 gallons per month would see a \$34.22 monthly rate increase under a stand-alone scenario, but a \$84.99 rate increase if the PV District is consolidated with all of the EPCOR Districts.

To participate in the Rae Case as an intervenor the Council should adopt a resolution that authorizes the Town Attorney to file an application to intervene. Resolution No. 2020-29 (copy attached) would authorize that filing in the current EPCOR Rate Case, as well as directing that the Town Attorney oppose consolidation proposals that would consolidate the PV District with other EPCOR water districts.

ATTACHMENTS:

Draft Resolution No. 2020-29

1
2
3
4
5 **RESOLUTION NUMBER 2020-29**
6

7 **A RESOLUTION OF THE MAYOR AND COUNCIL OF**
8 **THE TOWN OF PARADISE VALLEY, ARIZONA,**
9 **AUTHORIZING AND DIRECTING THE FILING OF A**
10 **MOTION TO INTERVENE AS AN INTERESTED PARTY**
11 **IN THE MATTER OF THE APPLICATION OF EPCOR**
12 **WATER ARIZONA, INC., FOR A DETERMINATION OF**
13 **THE CURRENT FAIR VALUE OF ITS UTILITY PLANT**
14 **AND PROPERTY AND FOR INCREASES/DECREASES**
15 **IN ITS RATES AND CHARGES BASED THEREON FOR**
16 **UTILITY SERVICE BY ITS PARADISE VALLEY**
17 **WATER DISTRICT, DOCKET NO. DOCKET No. WS-**
18 **01303A-20-0177**
19

20 BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF
21 PARADISE VALLEY, ARIZONA THAT:

22 WHEREAS, on June 15, 2020, EPCOR Water Arizona (EPCOR) filed a case with
23 the Arizona Corporation Commission requesting a rate increase for its Agua Fria,
24 Anthem, Chaparral, Havasu, Mohave, North Mohave, Paradise Valley, Sun City, Sun
25 City West, Tubac, and Willow Valley Water Districts and for consideration of
26 consolidation proposals related to the various water districts, including the Paradise
27 Valley Water District (the "Consolidation Proposals"), that case being designated as
28 Arizona Corporation Commission ("ACC") Docket No. WS-01303A-20-0177 (the "Rate
29 Case");

30 WHEREAS, the Town of Paradise Valley ("Town") is a customer and rate payer
31 within EPCOR's Paradise Valley Water District and desires to have its attorneys
32 intervene in the Rate Case and monitor the filings, proceedings, and hearings in the Rate

1 Case and the Consolidation Proposals to determine the impacts of the proposed rates on
2 the Town and its residents; and

3 WHEREAS, the Town Council authorizes the Town's attorneys oppose
4 consolidation of the Paradise Valley water district with other EPCOR water districts; and
5 desires for the Town's attorneys to monitor and report back to the Council from time to
6 time on the progress and developments related to the Rate Case and the Consolidation
7 Proposals at the ACC and the projected impacts that each may have on the Town as a
8 customer and ratepayer and on property owners in the Town who are also customers and
9 ratepayers of EPCOR.

10 NOW, THEREFORE, BE IT RESOLVED, that the Town Attorney is authorized
11 to file a motion to intervene in the Rate Case and to oppose consolidation of the Paradise
12 Valley water district with other EPCOR water districts, and to report back to the Town
13 Council on the progress and filings in the Rate Case from time to time to determine
14 whether the Council desires to take a more definitive approach or response on any other
15 matters related to the Rate Case or the Consolidation Proposals.

16 PASSED AND ADOPTED by the Town Council this 8th day of October, 2020.
17
18
19

20 _____
21 Jerry Bien-Willner, Mayor

22 ATTEST:
23
24

25 _____
26 Duncan Miller, Town Clerk
27

28 APPROVED AS TO FORM
29
30

31 _____
Andrew M. Miller, Town Attorney

TOWN OF PARADISE VALLEY

EPCOR Water Arizona's 2020 Rate Case

October 8, 2020

Town Council
April 2020



Key Question

Does the Town Council desire to have the Town intervene in the current 2020 EPCOR Rate Case, and take a position regarding the consolidation issue raised by EPCOR?

RECOMMENDATION:

The Town should intervene and take a position opposing the consolidation of the PV District with other EPCOR Districts.

2020 Rate Case Information

- On June 15, 2020, EPCOR Water Arizona (EPCOR) filed a case with the Arizona Corporation Commission requesting a rate increase for its Agua Fria, Anthem, Chaparral, Havasu, Mohave, North Mohave, Paradise Valley, Sun City, Sun City West, Tubac, and Willow Valley Water Districts and for consideration of consolidation proposals related to the various water districts, including the Paradise Valley Water District (the "Consolidation Proposal"), that case being designated as Arizona Corporation Commission ("ACC") Docket No. WS-01303A-20-0177 (the "Rate Case")
- Many residents and businesses in the EPCOR Paradise Valley District have already received a notice from EPCOR of its submitted request to increase its rates and the deadline of October 19, 2020 to file a motion to intervene
- In the past four rate cases involving the Paradise Valley Water District the Town has filed as an intervenor and plans to do so in this case
- Generally, EPCOR has requested a \$1,646,942 total revenue increase for its Paradise Valley Water District, which would equate to a 15.49% increase in revenues

Intervention in 2020 Rate Case

- EPCOR estimates that a typical residential water customer with a 5/8 inch meter using 17,323 gallons per month would see a \$17.26 monthly increase in their bill. Because PV customers typically have larger meter sizes and higher water usage, EPCOR has also provided an analysis that shows that a residential customer with a 1 inch meter using 51,778 gallons per month would see a \$34.22 per month increase
- As in several prior rate cases EPCOR has also presented several scenarios whereby some of its 12 regional water districts would be consolidated and thus have rates that are blended and spread out evenly among a larger block of customers
- Only one of the 4 scenarios, Scenario 4-Total Consolidation, has the Paradise Valley District consolidated with other EPCOR Districts
- If total consolidation were to be instituted by the Corporation Commission, the impact on a residential customer with a 1 inch meter using 51,778 gallons per month would be an \$84.99 per month increase

Consolidation Discussion

- The Town Council can decide to take position at this time on the Rate Case and the Consolidation Proposal
- The Town has historically opposed proposals that would consolidate the PV District with the other physically separate and geographically distant water districts
- Due to the large lot sizes in the Town the typical resident of Paradise Valley has an average monthly water usage that is far greater than the average use in all of the other EPCOR water districts
- Thus, the blended rate tiers will almost always have the vast majority of the Town residents paying the higher per gallon rates that are in the top (punitive) tiers of the projected rate structure
- E.g., a PV customer with a 1 inch meter using 51,778 gallons per month would see a monthly bill that is \$50 per month higher with the Scenario 4 consolidation proposal

Key Questions

Does the Town Council desire to have the Town intervene in the current 2020 EPCOR Rate Case, and take a position regarding the consolidation issue raised by EPCOR?

RECOMMENDATION:

The Town should intervene and take a position opposing the consolidation of the PV District with other EPCOR Districts.



Action Report

File #: 20-394

TO: Mayor and Town Council

FROM: Andrew Miller, Town Attorney

DATE: October 8, 2020

CONTACT:

AGENDA TITLE:

Adoption of Resolution No. 2020-30; recommending referral of a draft Ordinance to the Planning Commission for review and recommendations to the Town Council regarding recreational marijuana establishments.

RECOMMENDATION:

Adopt Resolution Number 2020-30.

BACKGROUND:

The statewide ballot measure I-23-2020, known as "Smart and Safe Arizona Act" has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot. Proposition 207, if enacted, contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; allows a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allows the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants. Proposition 207 also permits cities and towns to enact ordinances prohibiting licensed marijuana establishments and marijuana testing facilities.

Based on the lack of any appropriate retail zoning districts in the Town, the potential high-volume quick trip traffic that might be generated from a marijuana establishment or marijuana testing facility, and in order to protect public health, safety, and welfare of the Town, the Town staff recommends that the Town Council consider adopting revisions to the Town Zoning Ordinance that would prohibit marijuana establishments and/or marijuana testing facilities in the Town. Staff has already prepared a draft ordinance to serve as a starting point for making appropriate changes to the Town Zoning Ordinance so as to enact the appropriate prohibitions (copy attached).

Changes to the Town Zoning Ordinance are necessary in order to enact the prohibition. Therefore, staff also recommends that the Council approve a resolution that will refer the draft ordinance to the Commission with directions to review the ordinance, consider modifications that are consistent with

File #: 20-394

the intent to prohibit marijuana establishments and testing facilities, and hold a citizen review session and public hearing on the draft ordinance, with a final recommendation to be made by the Commission by December 8, 2020.

ATTACHMENTS:

Draft Resolution No. 2020-30

Exhibit A to Resolution 2020-30 - Draft Ordinance Provisions

RESOLUTION NUMBER 2020-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, REQUESTING THAT THE TOWN OF PARADISE VALLEY PLANNING COMMISSION REVIEW PROPOSED REVISIONS OF THE ZONING ORDINANCE RELATING TO THE REGULATION OF RECREATIONAL MARIJUANA AND A DRAFT ORDINANCE WITH SAID REVISIONS; AND RECOMMEND APPROVAL, DENIAL, OR MODIFICATIONS TO THE DRAFT ORDINANCE; AND PROVIDING A DATE CERTAIN FOR SAID RECOMMENDATION

WHEREAS, the statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; authorizing possession, transport, cultivation or processing of marijuana plants in a primary residence by adults over 21 years of older; allowing a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allowing the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants; and,

WHEREAS, in the event that Proposition 207 passes, the Town desires to prohibit recreational marijuana establishments and testing facilities; and,

WHEREAS, changes to the Zoning Ordinance are necessary in order to enact such a prohibition; and,

WHEREAS, the Town Council desires to have the Town of Paradise Valley Planning Commission (Commission) review and make recommendations to the Town Council in the form of a proposed ordinance, a draft of which is attached hereto as Exhibit A, including the holding of any necessary citizen reviews and public hearings; and,

WHEREAS, the Commission is required complete such review, hearings, and final recommendation by December 8, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA THAT:

Section 1. The Commission review the draft ordinance attached hereto as Exhibit A relating to Article II – Definitions and Section 1027 of the Zoning Ordinance and recommend approval, denial, or approval with modifications that are consistent with prohibiting recreational marijuana establishments.

Section 2. That the Commission complete such recommendation by December 8, 2020.

PASSED AND ADOPTED by the Town Council this 8th day of October, 2020.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney

Exhibit A

Attached: Draft Ordinance to Amend the Zoning Ordinance

When recorded, return to:
Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA RELATING TO THE REGULATION OF RECREATIONAL MARIJUANA; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROHIBITING MARIJUANA ESTABLISHMENTS AND/OR MARIJUANA TESTING FACILITIES; AMENDING THE ZONING ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARTICLE II – DEFINITIONS AND SECTION 1027; SETTING FORTH VIOLATIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND DECLARING AN EMERGENCY

WHEREAS, marijuana contains tetrahydrocannabinol (“THC”), which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al. and any possession and use is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.;

WHEREAS, the Arizona Medical Marijuana Act, Arizona Revised Statutes Sections § 36-2801 et al., and Title 9, Chapter 17 of the Arizona Administrative Code allow the establishment and operation of nonprofit medical marijuana dispensaries in Town according to a prescribed statutory and regulatory process;

WHEREAS, the statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age; authorizing possession, transport, cultivation or processing of marijuana plants in a primary residence by adults over 21 years of older; allowing a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allowing the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants;

WHEREAS, the Town finds that Proposition 207 authorizes marijuana establishments to use chemical extraction or chemical synthesis, including butane and other flammable gases, to extract marijuana concentrate, which poses a threat to the health, safety and security of the community and increases the responsibilities of law enforcement and other

Town departments to respond to violations of state and local laws, including building, electrical and fire codes;

WHEREAS, the Town seeks to protect public health, safety, and welfare by prohibiting marijuana establishments and/or marijuana testing facilities in the Town;

WHEREAS, this ordinance is adopted to protect the health, safety, and welfare of the community. Except as allowed by law for personal, private use, the Town prohibits the retail sale, cultivation, and manufacturing of marijuana or marijuana products in the Town. Nothing in this ordinance is intended to promote or condone the sale, cultivation, manufacture, transport, production, distribution, possession, or use of marijuana or marijuana products in violation of any applicable law.

WHEREAS, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effective from and after its passage by the Council.

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA:

Section 1. Article II of the Zoning Ordinance is hereby amended as follows with deletions shown as ~~striketroughs~~ and additions shown in **bold type**:

Article II. DEFINITIONS

Section 201.

For the purpose of this Ordinance, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural, the singular; the word "building" shall include the word "structure;" the word "lot" shall include the word "plot;" and the word "shall" is mandatory.

Accessory Building / Structure⁵⁶⁴: A subordinate building, the use of which is incidental to that of the dominant use of the main building, or premises, including residential staff quarters; provided, however, that neither a building nor an enclosure for horses is an accessory building.

Alley: A public thoroughfare which affords only a secondary means of access to abutting property.

Anomaly: ⁵⁴⁸ A natural occurring, localized surface deviation from the natural land contour. Anomalies may include outcroppings, ridges, craters, or washes. When an anomaly affects the Open Space Criteria measurement for a building or structure, the Town Manager or designee shall eliminate the anomaly from the calculation and interpolate a simulated natural grade between the contour on each side of the anomaly for use when measuring the height of the building or structure.

Apartment House: See "Dwelling, Multiple."

Area of Jurisdiction: The boundaries of Paradise Valley.

Assisted Living Home: A dwelling shared as a primary residence by persons who are disabled, as defined in Arizona Revised Statutes §41-1491, who do not meet the definition of "family" as set forth in this section, who live together as a single housekeeping unit in an environment in which staff persons provide supervisory care, personal care and/or custodial care for the residents. This definition shall not apply to a home for the developmentally disabled as regulated by Arizona Revised Statutes §36-582.

Basement: A story having more than one-half (1/2) its height below natural grade.

Building: Any structure for the shelter, support or enclosure of persons, animals, or property; and when separated by dividing walls without openings, each portion of such building, so separated, shall be deemed a separate building.

Camper: A camper is a unit designed for travel, recreational, and vacation uses, which may be placed upon or attached to a vehicle.

Cluster Plan (CP) District: A development approach that may be used in the R-43 or R-35 Cluster Plan zoning district that retains the same house per acre ratio as the R-43 or R-35, zoning districts permitting reduced lot sizes in order to allow undeveloped land to be preserved as open space. This approach may be utilized to preserve natural features or provide greater than normal setbacks from heavily traveled thoroughfares.

Country Club: A use of land, with traditional accessory uses, the primary purpose of which is for playing golf, tennis, handball or other similar recreational activities. Memberships or fees may be required for participation.

DHS: The Arizona Department of Health Services.

DHS Rules and Regulations: The adopted regulations of DHS relating to the provisions of Title 36, A.R.S. § 36-2801 et seq.

Dwelling: Any building, or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, Single-Family: A building designed for occupancy by one (1) family.

Dwelling, Two-Family: A building designed for occupancy by two (2) families.

Dwelling, Multiple: A building or portion thereof designed for occupancy by three (3) or more families.

Dwelling Unit: One (1) or more rooms in a dwelling designed for occupancy by one (1) family for living purposes and having its own cooking and sanitary facilities.

Elevation: Height above mean sea level (MSL) as established by the United States Coast and Geologic Survey.

Encroachment Line: Boundaries shown on Plates 7 & 8 of Volume I, Indian Bend Wash Report prepared by the U. S. Army Corps of Engineers which show lateral limits or lines along streams within which in the direction of the stream no structure of fill may be added without reducing the natural flood carrying capacity of the stream and its flood plain. Their location should be such that the natural floodway between them will handle a designated floodflow. The encroachment lines will be based upon the volumetric flow rate of a 100-year flood.

Family: An individual or two (2) or more persons related by blood or marriage or a group of not more than five (5) persons, excluding residential staff, who need not be related by blood or marriage living together as a housekeeping unit.

Fifty-year Flood: A flood that has a two percent (2%) chance of occurring in any one year based upon the criteria established by the Arizona Water Commission.

Finished Grade: The prepared elevation of the ground surface under a structure and within the lot setback lines.

Flood or Flood Waters: A temporary overflow of water on lands not normally covered by water.

Flood Plain: The relatively flat areas or low lands adjoining the channel of a watercourse, or areas where drainage is or may be restricted by manmade structures which have been or may be covered partially or wholly by floodwater, but shall compose an area not less than that area contained between the fifty-year flood line and the one hundred year flood line.

Floodplain Board: The Town Council of the Town of Paradise Valley.

Floodplain Regulations: The codes, ordinances, and other regulations relating to the use of land and construction within the channel and floodplain areas, including zoning ordinances, subdivision regulations, building codes, setback requirements, open area regulations and similar methods of control affecting the use and development of the areas.

Floodway: The channel of the stream or body of water and that portion of the flood plain that is inundated by a flood and therefore used to carry the flow of the flood.

Floor Area, Total: The area under roof added to the floor area of any second story. The total floor area also includes any courtyard areas, the solid portion(s) of trellises and/or open weave roofs, and all area under roof in accessory buildings such as gazebos, ramadas and other accessory buildings. The total floor area excludes the floor area of any fully subterranean portions of a building.

Floor Area Ratio: The total floor area divided by the total lot area.

Frontage: All property on one (1) side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street, or, if the street is dead end, then all of the property abutting on one (1) side between an intersecting street and the dead end of the street including property fronting on a cul-de-sac.

Garage, Private: Any accessory building designed or used for the storage of motor-driven vehicles.

Garage, Public: A building or portion thereof, other than a private or storage garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

Garage, Storage: A building or portion thereof designed or used exclusively for housing of four (4) or more motor-driven vehicles.

Golf Course: A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse and associated uses.

Grade Slope: The degree of rise or descent of the ground surface. Please refer to illustration 201.

Guardgate: A manually, mechanically, or electrically controlled gate device built as a free-standing structure or in conjunction with a guardhouse in compliance with all the terms granted in a special use permit, and located on a private road as shown on the site plan approved with the special use permit, for the purpose of regulating and monitoring pedestrian and/or vehicular traffic into a subdivision or neighborhood and promoting security within the subdivision or neighborhood.

Guardhouse: A building built in compliance with all building codes of the Town of Paradise Valley and all the terms granted in a special use permit and located on a private road or on private property adjacent to a private road as shown on the site plan approved with the special use permit, for the purpose of manually or electronically regulating and monitoring pedestrian and/or vehicular traffic into a subdivision or neighborhood and promoting security with the subdivision or neighborhood; provided, however, a guardhouse shall not be designed or used for sleeping or living purposes.

Guest Ranch: A building or group of buildings containing two (2) or more guest units, other than a hotel, motel or resort hotel, and having outdoor recreational facilities such as horseback riding, swimming, tennis courts, shuffleboard courts, barbecue and picnic facilities.

Guest House: An accessory building of one or more rooms designed for occupancy by not more than one family. A guest house shall have its own sanitary facilities.

Height Measurement: The height of a building or structure is measured based on the following criteria: 1) The vertical distance from the lowest point of the natural grade below the structure to the highest point of the structure. Maximum building height varies with lot size. See Article X for detail; and 2) The Open Space Criteria which limits allowable building height near the perimeter of the lot. See definition of Open Space Criteria.

Hillside Development Area: Any parcel of land in which any portion of the parcel lies within the areas marked in Figure II and any other parcel with a building site slope of ten percent (10%) or greater, measured as a vertical rise of ten (10) feet in a horizontal distance of 100 feet.

Home Occupation: An occupation, profession, or other business activity conducted at a residence.

Hotel: A building in which lodging is provided and offered to the public for compensation and which is open to transient guests.

Institution: A building or buildings occupied by a non-profit corporation or a non-profit establishment for public use.

Loading Space: A permanently-maintained space on the same lot as the main building accessible to a street or alley and not less than ten (10) feet in width, twenty (20) feet in length, and fourteen (14) feet in height.

Lot: A parcel of land occupied or intended for occupancy by one main building, together with any accessory buildings including the open spaces required by this Ordinance and having either:

- a. adequate frontage upon a public street, or
- b. adequate and recorded access to a public street by a private road as defined by this ordinance.

Lot Area: The area bounded by the recorded property description of a lot, excluding any dedicated right of way, street or alley, and excluding any private road for which a Special Use Permit has been granted.

Lot, Corner: A lot adjoining two (2) or more streets at their intersection.

Lot, Depth of: The main horizontal distance between the front and rear lot lines.

Lot, Double Frontage: A lot having a frontage on two (2) non-intersection streets, as distinguished from a corner lot.

Lot, Interior: A lot other than a corner.

Lot, Key: A lot adjacent to a corner lot having its side lot line in common with the rear lot line of the corner lot and facing on the street which forms a side boundary of the corner lot.

Lot Lines: The lines bounding a lot.

Lot of Record: A lot which is a part of a subdivision, the plat of which has been recorded in the office of the Clerk of Maricopa County Recorder's office; or parcel of land, the deed of which is recorded in the office of the County Recorder.

Lot Width: The diameter of the circle described in Section 6-3-5.G of the Town Code. Minimum lot widths are shown on Table 1001-A1.

Marijuana Establishment: A an entity licensed by the Department to operate all of the following:

- (1) A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana and manufacture marijuana products.
- (2) A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
- (3) A single off-site location at which the licensee may manufacture marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

Marijuana Testing Facility: The State of Arizona Department of Health Services or its successor agency or another entity that is licensed by the Department of Health Services to analyze the potency of marijuana and test marijuana for harmful contaminants.

Medical Marijuana: Marijuana or cannabis, including all parts of any plant of the genus cannabis whether growing or not, and the seeds of such plant, approved under state law for treatment of persons suffering from debilitating medical conditions, as designated in A.R.S. § 36-2801 et seq. and the DHS rules and regulations.

Medical Marijuana Cultivation: The process by which a person grows a medical marijuana plant as allowed by A.R.S. § 36-2801 et seq. and the DHS rules and regulations.

Medical Marijuana Designated Caregiver Cultivation: The cultivation of medical marijuana by a designated caregiver, as defined in A.R.S. § 36-2801 et seq. and 36-2804 et seq.

Medical Marijuana Dispensary: A non-profit entity, as defined in A.R.S. § 36-2801(11), that acquires, possesses, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to qualifying patients, caregivers or dispensary agents, as defined in A.R.S. § 36-2801(2).

Medical Marijuana Dispensary Offsite Cultivation Site: A building, dwelling, or structure used for the cultivation or storage of medical marijuana for use by a medical marijuana dispensary, as designated in Arizona Revised Statutes, Title 36, A.R.S. § 36-2801 et seq. or DHS rules and regulations.

Medical Marijuana Infusion Facility: A facility that incorporates medical marijuana into consumable/edible goods by means of cooking, blending or incorporation.

Medical Marijuana Qualifying Patient Cultivation: Cultivation of medical marijuana by a qualifying patient, as defined in A.R.S. § 36-2801(13), who is authorized to cultivate marijuana plants pursuant to the provisions of A.R.S. § 36-2801 et seq. and 36-2804 et seq.

Microwave Antenna: A device for the reception and amplification of microwave frequency electromagnetic energy, typically in the shape of a shallow dish, and which may be mounted on a permanent, temporary, or portable structure.

Mobile Home: A mobile home is a unit which : a) is not self-propelled, b) may be placed upon or attached to a vehicle, c) is constructed in such a manner as to permit occupancy as a dwelling or sleeping place for one or more persons, and d) is or may be used as a conveyance upon streets or highways.

Motel: Any building or group of buildings containing guest rooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor court, motor lodge, and tourist court, but not trailer court, guest ranch or resort hotel.

Motor Home: A self-propelled vehicle capable of being used for the living, sleeping, eating, or accommodation of persons.

Natural Grade: The elevation of the ground surface in its natural state before man-made alterations.

One-hundred-year Flood: A flood that has one per cent chance of occurring in any one year based upon the criteria established by the Arizona Water Commission.

Open Space: Land and water areas retained for active or passive recreation purposes or for essentially undeveloped areas retained for the purpose of resource protection or preservation.

Open Space Criteria: This criterion maintains view corridors around the perimeter of the lot by further limiting building height near property lines. Maximum allowable structure height shall not exceed a plane beginning at 16 feet above the natural grade, at 20 feet setback from all property lines and sloping upward at a 20% angle, perpendicular to the nearest property line. See Article X for detail and refer to Figure 1001-2 for example.

Open Space Preserve District (OSP): This Zoning District is intended to preserve and protect in perpetuity undeveloped real property and developed real property that can be returned to its natural state, , including scenic and conservation easements, on and around the Mountain Preserve in the Town of Paradise Valley, with the goal of preserving the natural landscape, desert plants, wildlife, and the scenic beauty of mountain areas of the Town.

Parking Lot: A parcel of land devoted to unenclosed parking spaces.

Parking Space: A permanently surfaced area, enclosed or unenclosed, having an area of not less than one hundred eighty (180) square feet, together with a driveway connecting the parking space with a street or alley and permitting ingress and egress of an automobile.

Person: Any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups, or the state or any agency or political subdivision thereof.

Private Road: Where this Ordinance refers to the term “Private Road” any such Private Road shall meet and be in compliance with the following criteria:

- (1) The minimum right-of-way width shall be fifty (50) feet.
- (2) Where the said private road is to provide access to one or two residences, driving surface shall not be less than 16 feet in width and shall be covered at a minimum with a 4-inch depth of aggregate base course meeting Town Standards (Article 5-6 of the Town Code) or a minimum of a 4-inch depth of decomposed granite.
- (3) Where access to a public road for three (3) or more residences is to be provided by way of a private road, all standards and requirements for subdivisions as contained in the Code and Ordinances of the Town of Paradise Valley shall apply, and such private road shall be subject to those conditions imposed by reason of the issuance of a use permit in accordance with the Code and Ordinances of the Town of Paradise Valley.
- (4) All private roads, for so long as they shall remain private, shall be maintained to the foregoing standards, and in the event the Town of Paradise Valley is required to perform any maintenance upon the same for the health and welfare of the people of the Town of Paradise Valley, the said Town may assess the cost thereof against the party, his heirs, executors, administrators, legatees and assigns, having applied for a residential building permit utilizing the provisions of this sub-paragraph (b); agreement thereto by such applicant shall be a condition of issuance of any residential building permit.

Public/Quasi Public: Structures and uses principally of an institutional nature and serving a public need, such as religious institutions, schools, libraries, governmental offices, museums, post offices, police and fire stations, public utilities, and other public services that provide governmental, educational, institutional, cultural, recreational, religious, or

other similar types of public services, but not including the operation of a public bar, restaurant or recreational facility as a commercial enterprise.

Resort: A resort is a facility, operated under a single unified management structure, containing guest units primarily for the temporary residency of persons in a physical setting that provides a high level of guest amenities, recreational opportunities and a quality of design that may include architectural features, extensive open space and landscaping.

R-175 District: This district is intended to promote and preserve—a very low-density residential character and maintain open space and natural features. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 175,000 sq. ft. is required in this District.

R-43 District: This district is intended to promote and preserve a low-density residential character and maintain open space and natural features. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 43,560 sq. ft. is required in this district.

R-35 District: This district is intended to promote and preserve residential development associated with the desert landscape. The minimum size, although less than one acre, still results in a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 35,000 sq. ft. is required in this district.

R35A District: This district only applies to portions of previously annexed subdivisions known as Firebrand Ranch and Mountain View Estates Replat, as shown on the Zoning Map. This district is intended to promote and preserve residential development associated with the desert landscape. The minimum size, although less than one acre, still results in a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 35, 000 sq. ft. is required in this District.

R-18 District: This district is intended to promote and preserve residential development associated with the desert landscape. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 18,000 sq. ft. is required in this district.

R-18 A District: This district applies to previously annexed subdivisions known as Arcadia Square, Orange Valley Estates No. 3, Grosse Point Two, Quail Vista and to certain portions of Firebrand Ranch and Mountain View Estates Replat, as shown on the Zoning Map. The principal land use is single-family dwellings and uses incidental or accessory thereto. Lot size of at least 18,000 sq. ft. is required in this district.

R-10 District: This district applies to previously annexed subdivisions known as Mountain Shadows East, Mountain Shadows West, and Colonia Miramonte. This district is intended for single-family dwellings and uses incidental or accessory thereto, with a lot size of at least 10,000 square feet.

Residential Staff: An accessory building occupied only by a person employed for a substantial portion of his time in the performance of domestic or agricultural tasks on the premises, and by the immediate family of such person. Residential staff quarters may have cooking facilities, and may not be rented for profit.

School: Unless otherwise specified, the term "school and college" shall be limited to private or public places of general instruction and shall not include nursery schools, dancing schools, riding academies, or trade or specialized vocational schools.

Service Station: Any building or premises used principally for the storing, dispensing or offering for sale at retail of automobile fuels or oils.

Shopping Center: A group of stores planned and designed for the site on which it is built, functioning as a unit, with off-street parking provided on the property as an integral part of the unit.

Sign: Any device for visual communication including political handbills and posters but not including any flag, badge or insignia of a government or governmental agency, nor of any civic, charitable, religious, patriotic, fraternal or similar organization.

a. Area of Sign:

(1) Free-standing Letters Sign: The area of such sign is ninety percent (90%) of the area enclosed within the smallest regular geometric figure needed to encompass all letters, insignias or symbols.

(2) Other Signs: The area of other signs is the total area within the outer edge of the sign.

(3) Computations: In every event, computation of all allowable sign area includes

all existing signs on the premises, whether such signs be conforming or valid nonconforming under the terms of this Ordinance. Identifying street numbers shall not be computed as part of the total sign area.

b. Banner sign: Means a canvas, flexible plastic device or other cloth material which can be supported and mounted by the use of ropes and intended for visual communication, and directly related to activities on site.

c. Double-faced sign means a sign with two faces; in computing the number of signs, a double-faced sign shall be considered as two (2) signs.

d. Free-standing Letters Sign: A sign composed of letters superimposed on a wall.

- e. Indirect lighting means a source of external illumination located a distance away from the sign which lights the sign, but which is itself not visible to persons viewing the sign from any ordinary position of view.
- f. Internal lighting means a source of illumination which is entirely within the sign and is not visible.
- g. Non-commercial sign means a sign for the expression of a personal communication such as religious, philosophical, or political views.
- h. Permanent Sign: Any sign which is intended to be of a lasting and enduring nature, remaining unchanged in character and position and affixed in a permanent manner to the ground, wall or building; made of or composed of materials of such quality that the sign will not deteriorate in appearance due to exposure to wind, rain, sun or the passage of time.
- i. Temporary Sign: Any sign not permanently attached to the ground, wall, or building; made of or composed of materials of such quality that the sign will not deteriorate in appearance due to exposure to wind, rain, sun or the passage of time.

Stable: Any building or structure used to house or provide shelter for horses, provided that when a stable building is used for additional purposes, including by way of example, but not limited to, housing of horse attendants, etc., only the portions of the building used for the housing of horses and/or the keeping of feed or tack shall be deemed stable area; remaining portions of the building shall be deemed accessory building area. The term, "stable", shall not include within the scope of its definition what is commonly referred to as a corral.

Story: That portion of a building, other than a basement included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.

Story, Half: A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds (2/3) of the floor is finished off for use. The half story containing independent apartment or living quarters shall be counted as a full story.

Street, Public: A passageway for general use of pedestrian or vehicular traffic, established as such by governmental authority.

Street, Private: Any other passageway for pedestrian or vehicular traffic.

Street Line: A dividing line between a lot, tract or parcel of land and a contiguous street (right-of-way).

Structural Alterations: Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof.

Structure: Anything constructed or erected, the use of which requires a fixed location on the ground.

SUP District R-18 CP Single-Family Residential District: A residential subdivision approved by prior Special Use Permit only and applicable only to those subdivisions known as Cheney Estates (and only a portion thereof) and Via Vista.

Time-Share Project: A project in which a purchaser receives the right in perpetuity, for life or for a term of years to the recurrent, exclusive use or occupancy of a lot, parcel, unit or segment of real property, annually or on some other periodic basis for a period of time that has been or will be allotted from the use or occupancy periods into which the project has been divided.

Trailer, Transport: Any vehicle so constructed that is suitable for being attached to a motor vehicle and capable of being used for transporting goods, materials, equipment, boats, vehicles, or livestock.

Use: The purpose for which land or a building is occupied, maintained, arranged, designed or intended.

Use, Accessory: A subordinate use customarily incident to and conducted on the same lot with the principal use or building including bona fide residential staff quarters.

Watercourse: Any lake, river, stream, wash, arroyo, channel or other body of water having banks and bed through which waters flow at least periodically. The term may include specifically designated areas in which substantial flood damage may occur.

Yard: An open space at grade level between the setback line and the nearest parallel lot line, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

Yard, Front: A yard extending across the front width of a lot and being the minimum horizontal distance between the right-of-way line and the front setback line.

Yard, Rear: A yard extending across the rear width of a lot and being the minimum horizontal distance between the rear lot line and the rear setback line. On both corner lots and interior lots the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side: A yard between the side setback line and the side lot line of a lot and extending from the front yard to the rear yard, and being the minimum horizontal distance between a side lot line and the side setback line. An interior side yard is defined as the side yard adjacent to a common lot line.

ZONING ORDINANCE

Figure 201
Grade Slope



Section 2. Article X, Section 1027, of the Zoning Ordinance is hereby amended as follows with deletions shown as ~~strike throughs~~ and additions shown in **bold type**:

Section 1027. Prohibition of Specific Types of Medical Marijuana Facilities **and Other Marijuana-related Facilities or Uses.**

The following specified types of medical marijuana facilities, as defined in Article II, Section 201, are hereby prohibited within any use district within the Town of Paradise Valley and are specifically excluded from being considered an allowed home occupation under Article XVI of this Zoning Ordinance: (1) Medical Marijuana Designated Caregiver Cultivation Site; (2) Medical Marijuana Dispensary Offsite Cultivation Site; and (3) Medical Marijuana Infusion Facility. Medical Marijuana Qualifying Patient Cultivation with the Town of Paradise Valley shall be prohibited if a Medical Marijuana Dispensary receives a registration certificate from DHS for any location within the Town of Paradise Valley or within twenty-five (25) miles of the residence of a Qualifying Patient living in the Town of Paradise Valley. **Except as otherwise required by law, the following specified types of other marijuana-related facilities and uses, as defined in Article II, Section 201, are hereby prohibited within any use district within the Town of Paradise Valley and are specifically excluded from being considered an allowed home occupation under Article XVI of this Zoning Ordinance: (1) Marijuana Establishments; and (2) Marijuana Testing Facilities.**

Section 3. Any person violating any provision of this Ordinance shall be guilty of a Class 1 misdemeanor, and may be fined an amount up to \$2,500, or imprisoned for a period up to 6 months, or both. Each day that any violation continues shall be a separate offense punishable as above-described or by civil sanction.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the Town Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Emergency. Whereas the immediate operation of the provisions of this ordinance is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effective from and after its passage by the Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2020.

Jerry Bien-Willner, Mayor

SIGNED AND ATTESTED TO THIS _____ DAY OF _____, 2020.

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

TOWN OF PARADISE VALLEY

**Adoption of Resolution No. 2020-30
Recommending Referral of a Draft Ordinance to the
Planning Commission for Review and
Recommendations Regarding Recreational
Marijuana Establishments**

Council Meeting – October 8, 2020

Town Council
April 2020



Key Question

Does the Town Council desire to adopt Resolution 2020-30?

Background

- The statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election
- Proposition 207, if enacted, contains provisions authorizing the possession, consumption, purchase, processing, manufacturing or transporting of marijuana by an individual who is at least twenty-one (21) years of age
- Allows a nonprofit medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana

Background

- Allows the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants
- Based on the lack of any appropriate retail zoning districts in the Town, the potential high-volume quick trip traffic that might be generated from a marijuana establishment or marijuana testing facility, and in order to protect public health, safety, and welfare of the Town, the Town staff recommends that the Town Council consider adopting revisions to the Town Zoning Ordinance that would prohibit marijuana establishments and/or marijuana testing facilities in the Town

Background

- Changes to the Town Zoning Ordinance are necessary in order to enact the prohibition
- Staff also recommends that the Council approve a resolution that will refer the draft ordinance to the Commission with directions to review the ordinance, consider modifications that are consistent with the intent to prohibit marijuana establishments and testing facilities, and hold a citizen review session and public hearing on the draft ordinance, with a final recommendation to be made by the Commission by December 8, 2020

Recommendation

It is recommended that the Town Council adopt Resolution 2020-30 referring the draft ordinance to the Commission with directions to review the ordinance, consider modifications that are consistent with the intent to prohibit marijuana establishments and testing facilities, and hold a citizen review session and public hearing on the draft ordinance, with a final recommendation to be made by the Commission by December 8, 2020



Action Report

File #: 20-396

TO: Mayor and Town Council

FROM: Jill Keimach, Town Manager

DATE: October 8, 2020

CONTACT:

AGENDA TITLE:

Resident Questions and Town Update

BACKGROUND:

Over the last six months, there have been a number of questions and concerns raised by the public. Those concerns have ranged from the Town's response to COVID and how businesses should respond to concerns in established neighborhoods about new construction and the ability of builders to raise the pad height, to concerns about Assisted Living, Group/Sober Homes and Short-Term Rentals impacting the quiet enjoyment of a neighborhood.

The residents, Town Council, and staff can all work together to preserve and protect our Town. Each of us is critical to the process. This overview will be the first of several conversations and potential changes aimed at further protecting our neighborhoods.

NEXT STEPS

Review the staff overview of resident concerns. A more in-depth discussion on Assisted Living, Fractional, Group/Sober Homes and Short-term Rentals is scheduled for the October 22, 2020 Town Council Meeting.

ATTACHMENTS:

- A. Resident Questions and Town Update



Resident Questions and Town Update



Typical Resident Questions Over Last 6 Months

- **COVID Response**
 - Re-Opening
 - Events and Revolving Guidelines
- **Social Unrest**
 - Public Safety
- **Roadwork and Construction**
- **EPCOR Water Rates**
- **Neighborhood Concerns**
 - New Construction in Established Neighborhoods
 - ‘Businesses’ in Residential Districts
 - Assisted Living Applications
 - Group Homes
 - Short-Term Rentals

Roles of Town Residents Council Staff

- **Residents**
 - Support and Elect in Community “Values” of the majority
 - Volunteer on Various Boards and Commissions
 - Volunteer on Committees and Foundations
 - Assist with Calling In Complaints, Learning, and Sharing Information
 - Monitor Activities
 - Support Neighbors
 - Advocate for the General Benefit of Our Town (Short-term Rentals, Photo Enforcement, etc.)
- **Town Council**
 - Set Policy Direction (within federal and State laws)
 - Articulate Their Values and Expectations
 - Amend Codes and Policies to Reflect New Information or Changing Circumstances
- **Staff**
 - Implement Council Policy
 - Provide Day-to-Day Service to Residents, Businesses and Visitors
 - Public Safety
 - Public Construction
 - Permitting
 - Regulatory Inspections
 - Code Compliance
 - Management of individual departments and organization

COVID Response: New Policies and Procedures

- Closure Plan to Protect the Health and Safety of Employees and Public
 - Response to employees that tested positive in the early stages of pandemic
 - Backup plans to isolate First Responders from their families
 - Closed our beloved Post Office to protect staff and public
 - Worked with Building Department and developers to accept electronic applications
 - Schedule appointments for one-on-one meetings [<https://www.paradisevalleyaz.gov/Covid-19>]
- Reopening Plan
 - Tied to [Governor's Executive Orders](#)
 - [Maricopa County Department of Health](#)
- Physical Restructuring: Replaced fixtures with touchless (hand sanitizer stations, faucets, toilets, soap dispensers, COVID signage, sneeze guards and foot pulls on doors) in all our buildings
- Buildings fogged with COVID specific sanitation equipment after positive tests
- Free testing June 4 for all employees, officials and their families
- Continuity Plan for future 'waves' or other disasters
- Website is Portal to All Virtual Services

COVID Response: Website and Virtual Services

**ALERTS**

COVID-19
6/20: Face Coverings Required in Maricopa County

Create an Account

Sign In



VISITING

LIVING

GOVERNMENT

HOW DO I...

Fire Prevention

Inspection Scheduling

Licenses ▶

Opinion Polls

Permits and Handouts

Photo Enforcement

Maps ▶

News & Announcements



**Phase One Reopening
September 1st**

- Employees who can work remotely will continue to do so
- Onsite employees will wear masks at counters and if moving within a building
- Masks are required for visitors per Maricopa County

COVID Response to Events and Revolving Guidelines

- Initially, participated in daily briefings at the Federal, State and County levels
- Proactively asked about interpretations of the Executive Order
 - Individual assistance with interpretation of executive orders, social distancing guidelines, construction and utility issues
 - No public gatherings over 50 individuals without Town/County approval
 - Resorts are for invited guests. Not considered public, but we encourage everyone to contact Maricopa County Department of Health for advice/review of private events as well.
- Have been working with individuals/groups on when and how to respond to Town events
 - Car Show
 - Shredding
 - 60th Anniversary, etc.
- Developed New Ways to Communicate
 - Mayor's Zoom updates with stakeholder groups (Resorts, Houses of Worship, and Schools)
 - [Mayor's COVID video](#)
 - Mayor's Press Releases on wearing masks ([June 18, 2020](#) and [June 20, 2020](#)) and [Weekend Mask Update](#)
 - Weekly Update expanded to volunteers, stakeholders, and residents (via opt-in)
 - Expanded social media presence

Social Unrest

What are Protests and Riots?

- Protests are First Amendment protected; riots are not
- Riots are targeted activity toward retail centers where riot activity brings personal gain to the rioter, or toward government buildings where incidents have taken place
- PVPD has an authorized sworn staffing level of 34 officers
- PVPD works with the Arizona Fusion Center to scan intelligence so we can plan for specific events in advance
- PVPD has partnerships and relationships with many of the larger local, county and state agencies
- The Council has recently signed a Mutual Aid Compact that will give PVPD access to resources including personnel and equipment at a statewide, county, or local level

What Should Residents Do?

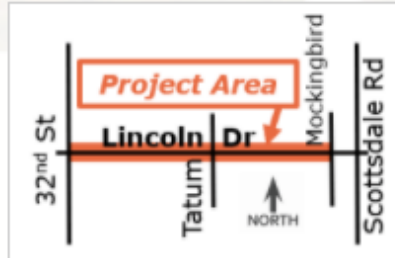
- Lock and double-check doors
- Place surveillance cameras
- Know your neighbors' contact information
- If a specific neighborhood or the Town needs to do something because of imminent danger, you will be contacted through Alert PV; sign up for alerts:
<https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=>
- Call PVPD non-emergency number (480) 948-7410

Road Construction

Lincoln Median Project

PROJECT DESCRIPTION

The project will generally replace median island curbing and re-landscape the existing raised median islands along Lincoln Drive, between 32nd Street and Mockingbird Lane, and add or modify median islands for improved safety, traffic operations and landscaping. The project also includes:



- Installing new intelligent transportation system fiber infrastructure along the project limits.
- Landscaping and irrigation within the new and existing median islands.
- Resurfacing Lincoln Drive with rubberized asphalt in the Summer of 2021 under a separate project.
- Construction Schedule: August 3 to December 31, 2020
- Construction will begin from Tatum Boulevard to Mockingbird Lane and is to be completed by the end of October and the work west of Tatum Boulevard is to be completed by December 31. Traffic will be restricted to one lane in each direction until the median work is completed.

Perimeter Roads Around Five Star



Substantial Completion July 2021

Neighborhood Concerns

- New Residential Construction in Established Neighborhoods
- Assisted Living Applications
- Group Homes
- Short-Term Rentals (“STRs”)

Neighborhood Concerns

New Construction in Established Neighborhoods



ISSUE:

Developers interpret codes; Staff interpret codes. Town Code Section 5-10-5(B)(2)(a) states: "The building pad shall not exceed two (2) feet in height except where required to protect the building against flooding, in which case the pad shall be one (1) foot above the water surface elevation of the 100-year event."

Staff has interpreted the height of the building pad to be taken from the "natural grade" of the lot. The Town Council can only look at changing the Code to clarify the language or change the policy. Town Council has sent this question to the Planning Commission for its recommendation.

What Can Neighbors Do?

- Virtually attend Planning Commission meetings for Pad Height Discussion and Recommendations to Council
- Sign up for Alert PV for meeting notices
- Call Town Offices at (480) 348-3636

Residential ‘Businesses’ Overview

	Assisted Living Home	Group Home	Short-Term Rental (STR)
Definition and Process			
Definition*	A dwelling shared as a primary residence by no more than 10 persons with staff to provide supervisory care, personal care and/or custodial care	The Town only allows more than 5 unrelated individuals to live together if they are protected under the Fair Housing Act and obtain a ‘reasonable accommodation’ from an independent judge.	A residence that is rented for less than 30 days. May or may not be on a short-term rental platform such as VRBO, Airbnb, Expedia, etc.
Applicant Process	Administrative Review by Planning Dept Director, per Fair Housing Law. Building Official approves construction plans and issues Cert of Occupancy when State License is approved	Town hires administrative judge to determine within 30 days if application meets disability requirements in Fair Housing Law	No ability of staff to license home per State Law
Who Regulates? - Relevant Laws			
Federal	<ul style="list-style-type: none"> Fair Housing Act prohibits discrimination by a limitation of who lives in a residence if a protected class. American Disability Act prohibits discrimination of individuals based on disability. 	<ul style="list-style-type: none"> Fair Housing Act prohibits discrimination by entity limiting who lives in a residence if a protected class American Disability Act prohibits discrimination of individuals based on disability 	No federal protections to date.
State	Arizona Department of Health Services, and their Bureau of Residential Facilities Licensing <ul style="list-style-type: none"> TITLE 9. Health Services CHAPTER 10. Dept of Health Services Care Institutions: Licensing ARTICLE 8. Assisted Living Facilities 	Arizona Department of Health Services, and their Bureau of Residential Facilities Licensing. Arizona defines a group home as a place of residence in which six developmentally disabled people live. (What about substance abuse facilities?)	Arizona Senate Bill (SB1350) requires STRs to be treated the same as a single-family residence. Additionally, SB1497 allows any legislator to investigate any local government that regulates something the State has regulated. Penalty is loss of half State shared revenue.
Local	Town of Paradise Valley Zoning Ordinance Article 17	Resolution 2017-15	Town can only enforce regulations for all single-family homes. Town increased penalties, adopted Unruly Gathering Ordinance ; Noise Ordinance ; Parking Ordinance

Residential ‘Businesses’ Overview (continued)

	Assisted Living Home	Group Home	Short-Term Rental (STR)
Requirements for Operation			
Zoning and Building Code	Fire Code for R-4 Use	Reasonable Accommodation https://www.paradisevalleyaz.gov/DocumentCenter/View/8674/Resolution-2017-15	None
Number of Facilities in PV	7 licensed by the State Dept of Health	None	174 properties with active advertised listings (9/23/20)
Amount of Tax Received	\$84,000 in FY2019	No tax received yet	2019 non-resort bed tax = \$134,007
What Can Be Done?			
Council Authority	Since federal laws override local regulations, Council has no policy discretion and can only monitor local codes.	Since federal laws override local regulations, Council has no policy discretion and can only monitor local codes. Independent Administrative Hearing Officer decides based on federal Fair Housing Act definitions.	Since State laws (SB 1350 and SB 1487) override local laws, Council has no policy discretion with the exception of nuisance laws
Staff Authority	Staff has no discretion (can't say no), unless required information isn't submitted.	Staff has no discretion (can't say no), unless required information isn't submitted.	Staff can enforce its nuisance laws but must be consistent regardless of owner.
HOA Authority	HOAs are subject to the federal Fair Housing Act, so should check with their attorneys.		
What Neighbors Can Do	Neighbors who experience neighborhood noise or parking issues should call: 1. Code Enforcement during normal office hours: 480-348-3551 or online at https://www.paradisevalleyaz.gov/184/Reporting-Code-Violations 2. The PVPD non-emergency police number at: 480-948-7410 at any time		
	Complaints related to quality of life and quality of care, residents' rights, abuse, neglect, dietary problems, staffing and environmental concerns: https://app3.azdhs.gov/PROD-AZHSComplaint-UI/Complaint/GetFAQ?bureau=ResidentialFacilities&subbureau=ResidentialLivingHomes	Group Home Complaints should be reported to the State Dept of Health Licensing who may start an investigation: <ul style="list-style-type: none">https://app3.azdhs.gov/PROD-AZHSComplaint-UI/Complaint/CreateComplaint?bureau=SpecialLicensing&subbureau=DevelopmentallyDisabledHomes	Airbnb Neighborhood Complaints: <ul style="list-style-type: none">855-635-7754https://www.airbnb.com/neighborhood-complaints VRBO Complaints: <ul style="list-style-type: none">https://www.vrbo.com/en-us/help/articles/How-do-I-file-a-property-complaint

Assisted Living Home Process

ASSISTED LIVING HOME

As required by the Fair Housing Act and the Americans with Disabilities Act, an Assisted Living Home for disabled residents (including seniors) is allowed in a single-family residential zoning districts subject to the following:

- 1) Home shall be licensed by the State of Arizona Department of Health Services and must maintain a valid license for as long as the assisted living home is in operation
- 2) Maximum capacity of ten (10) disabled residents, not including staff
- 3) Shall not be located within 1,320 feet of another care home as measured from lot line to lot line
- 4) Home and premises shall be maintained in a clean, well-kept condition that is consistent in materials and design style with homes in the surrounding neighborhood
- 5) Parking for the maximum number of staff on-site at any one time must be provided on site
- 6) Fire sprinklers are required under the Unified Building Code for this use
- 7) A Town of Paradise Valley business license is required

PROCESS

In conjunction with the State Department of Health Services application process, the Owner/Applicant must comply with the Town's process.

- 1) Submit a request for an Assisted Living Home along with the required building plans and fees to the Community Development Department for an Administrative Review
- 2) The review is a locational plan check only and plans are reviewed in scope but not in detail for building code and land use compliance
- 3) Building permits issued by the Town of Paradise Valley may still be required and must also meet all the State and Local Fire Codes for this use
- 4) Concurrently, the State Department of Health Services issues a review and license
- 5) The owner/applicant must obtain a business license from the Town of Paradise Valley

Group Home Process

GROUP HOME

The Fair Housing Act and the Americans with Disabilities Act require the Town of Paradise Valley to grant a reasonable accommodation to its zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling. This accommodation to the applicant must be granted as long as it does not cause an undue financial or administrative burden to the Town or does not result in a fundamental alteration in the nature of the Town's zoning program, as those terms are defined in fair housing laws and interpretive case law.

GROUP HOME DEFINITION

6-10 individuals are considered a group home that may only be permitted in the Town of Paradise Valley if an independent judge determines they fall under the Fair Housing Act protections.

PROCESS TO OPERATE A GROUP HOME

- 1) The Applicant submits a request for a reasonable accommodation that states the reason for the request, the operational plan for such a facility and the proposed assistance, if any, for those in the home.
- 2) Because staff has no discretion on this application and because the request must be reviewed without staff or official input or influence, the applicant is required to notice the neighborhood within 1,000 feet of their proposed site.
- 3) The Town notifies the Accommodation Hearing Officer of the request. The Hearing Officer may seek comments from Town staff or adjacent landowners, depending on the type of accommodation requested.
- 4) Once the Hearing Officer receives the material submitted, the Accommodation Hearing Officer has 30 days to issue a written decision either denying the request (with the reason for the denial stated), granting the request as submitted, conditionally granting the request, or offering an alternative accommodation.
- 5) If additional information is requested by the Accommodation Hearing Officer, the hearing and/or time period to review the matter may be extended beyond the typical 30-day review period and testimony of persons may be requested.

Short-Term Rentals

Residential Rental Licensing and Registration

In 2017, the Arizona State Legislature enacted SB1350 [A.R.S. §9-500.39](#) which prohibits all cities, including Paradise Valley, from regulating short-term (less than 30-days) rentals.

Whether the property is rented short-term or long-term, the entire property must be rented as a whole. Accessory buildings may not be leased, subleased, or rented separate and apart from the main building and no main building may be leased, subleased, or rented separate and apart from an accessory building.

Responsible Party Registration

Before renting a property within the Town of Paradise Valley, the owner is required to provide the name and contact information of a person designated as an emergency contact, as well as contact information for the owner or owner's designee who is responsible for responding to complaints in a timely manner.

Process

Other than responsible party registration, no ability of staff to regulate or license short-term rentals per State Law.

Enforcement

But, Paradise Valley has done what little is allowed. Adopted and Increased Penalties on three ordinances, that have to apply to all residences equally.

[Unruly Gathering Ordinance;](#)
[Noise Ordinance;](#)
[Parking Ordinance](#)

Long-Term...Legislation

The Mayor and Council's top legislative priority is to work with legislators throughout the State to grant local authority to cities, towns, and counties to allow but regulate Short-Term Rentals as is permitted in every other state.

Any Disturbance in Neighborhoods

What Can Neighbors Do?

If you experience neighborhood noise or parking issues should call:

1. Code Enforcement during normal office hours: 480-348-3551 or online at <https://www.paradisevalleyaz.gov/184/Reporting-Code-Violations>
2. The PVPD non-emergency police number at: 480 948-7410 at any time
3. Short-Term Rental Platforms
Airbnb Neighborhood Complaints:
 - 855-635-7754
 - <https://www.airbnb.com/neighbors>VRBO Complaints:
 - <https://www.vrbo.com/en-sg/help/articles/How-do-I-file-a-property-complaint>



Questions?



Action Report

File #: 20-392

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Duncan Miller, Town Clerk

DEPARTMENT: Town Manager

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

Council Goals or Other Policies / Statutory Requirements:
Resolution 2018-09: Town Council Rules of Procedure

RECOMMENDATION:
Review the current list of pending agenda topics.

SUMMARY STATEMENT:
Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures, as adopted by Resolution Number 2018-09, any member of the Council may move to have the Town Manager add an item to a future agenda. Upon concurrence of two or more Council Members, which may include the Mayor, the item will be added to the pre-business meeting study session agenda within the next two regularly scheduled Town Council meetings.

Discussion on the motion to add an item to a future agenda shall be limited to the propriety of placing the item on an agenda and shall not include discussion on the merits of the topic itself.

BUDGETARY IMPACT:
None

ATTACHMENT(S):
Future agenda topics schedule

TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE

October 2, 2020

10/22	11/05	11/19	12/03
3 PM STUDY SESSION <ul style="list-style-type: none"> Monthly Financial Update Ambulance Contract Stormwater Regulations – Curbing Reasonable Accommodation Process Improvements and Discussion of Group Homes, STR, Timeshares, Fractional RFP for Legal Counsel 	3 PM STUDY SESSION <ul style="list-style-type: none"> General Plan Update Public Outreach/Participation Plan Phoenix IGA for Fire Vehicle Replacement 	3 PM STUDY SESSION <ul style="list-style-type: none"> Monthly Financial Update 	3 PM STUDY SESSION <ul style="list-style-type: none"> General Plan Update Public Outreach Participation Plan Smoke Tree Resort
EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION
PRESENTATION <ul style="list-style-type: none"> Experience Scottsdale 	PRESENTATION	PRESENTATION	PRESENTATION
CONSENT <ul style="list-style-type: none"> Accept Quail Run Rd ROW Deed Process for Receipt of Donations to the PVPD 	CONSENT <ul style="list-style-type: none"> Historic Property Recognition Policy 	CONSENT	CONSENT
PUBLIC HEARING <ul style="list-style-type: none"> Medical Marijuana Dispensary Regulations 	PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING
ACTION ITEMS	ACTION ITEMS <ul style="list-style-type: none"> Ambulance Contract 	ACTION ITEMS <ul style="list-style-type: none"> Phoenix IGA for Fire Vehicle Replacement 	ACTION ITEMS <ul style="list-style-type: none"> Approval of General Plan Update Public Outreach Participation Plan
STUDY SESSION CONTINUED	STUDY SESSION CONTINUED	STUDY SESSION CONTINUED	STUDY SESSION CONTINUED

12/17	01/14	01/28	02/11
3 PM STUDY SESSION <ul style="list-style-type: none"> Monthly Financial Update EXECUTIVE SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS STUDY SESSION CONTINUED	New Council Term Inaugural Meeting Oaths of Office & Election of Vice Mayor	3 PM STUDY SESSION <ul style="list-style-type: none"> Monthly Financial Update EXECUTIVE SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS STUDY SESSION CONTINUED	3 PM STUDY SESSION EXECUTIVE SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS STUDY SESSION CONTINUED

<u>Items to be scheduled*</u> <ol style="list-style-type: none"> SUP Guidelines (Community Development) Cell Service Task Force Update (Mayor / Manager) Cell Infrastructure on SUP Ordinance – Amending Chapter 12 Municipal Court (Court) Investment Policy (Finance) Contract for Pavement Management Program (PW) Pad Height (Engineering) Scooter/Bike Share Policy (Manager) 	<ol style="list-style-type: none"> Crown Castle Agreement (Attorney) Towing Services Contract (Attorney) Alarm Ordinance (Police Department) Sanitary Sewer – Executive Session (Attorney) IGA with Scottsdale for roundabout at Indian Bend and Palmeraie (Attorney) Hillside Safety Manual added to Town Code (Attorney) Council Minutes Policy (Manager) Mockingbird Lane Realignment
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*Numbering does not reflect priority or order of when items will be scheduled