1. January 26, 2016 - Town Council - Agenda

   Documents: 2016_01_26_CC_RG_AG.PDF

2. January 26, 2016 - Town Council - Agenda Packet

   Documents: 2016_01_26_CC_RG_AG_PK.PDF

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, January 26, 2016
6:00 P.M.

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

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

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

6. CONSENT AGENDA

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

a. Consideration and possible action to adopt Chino Valley's Housing Rehabilitation Guidelines as per requirements of the Arizona Department of Housing, Owner Occupied Housing Rehabilitation program application. HOME/SHF Grant Funds will be used and require no Town matching funds. (James Gardner, Associate Planner)

b. Consideration and possible action to authorize Town Manager to sign/accept two (2) Governor's Office of Highway Safety (GOHS) grants. (Chuck Wynn, Police Chief)

c. Consideration and possible action to appoint Mr. Dean Keller to the Public Safety Retirement Board, effective immediately. (Cecilia Grittman, Assistant Town Manager)

d. Consideration and possible action to re-appoint Claude Baker as Regular Commissioner and Julie Van Wuffen as Alternate Commissioner to the Planning and Zoning Commission, with terms ending January 31, 2019 and January 31, 2017, respectively. (Vice-Mayor Croft; Councilmember Best; Councilmember Turner)

e. Consideration and possible action to accept the January 12, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

a. Consideration and possible action to approve Ordinance No. 16-811, amending the Unified Development Ordinance, Chapter 2 Definitions, Section 2.1 Meaning of Words and Terms; Chapter 3 Zoning Districts, Sections 3.5 Agricultural/Residential (36 Acre Minimum), 3.6 Agricultural/Residential (5 Acre Minimum), Section 3.7 Agricultural/Residential (4 Acre Minimum), 3.15 Commercial Light, 3.16 Commercial Heavy, 3.17 Industrial; and Chapter 4 General Regulations, Section 4.31 Medical Marijuana Dispensaries, Cultivation Sites, and Infusion Facilities. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve Ordinance No. 16-811, amending the Unified Development Ordinance related to regulating medical marijuana facilities as stated in the ordinance.

b. (i) Public Hearing regarding application from Amanda Cordoba for a new Series 12 (Restaurant) Liquor License for El Charro Norte, located at 2879 Arizona Trail, Chino Valley.
(ii) Consideration and possible action to recommend approval for a new Series 12 Liquor License for El Charro Norte. (Jami Lewis, Town Clerk)

Recommended Action:
(i) Hold Public Hearing.
(ii) Recommend approval for a new Series 12 Liquor License for El Charro Norte.

c. (i) Public Hearing regarding application from Robert Valenzuela for a new Series 3 (In-State Microbrewery) Liquor License for Insurgent Brewing Company, LLC, located at 990 N. Highway 89, Unit B, Chino Valley.
(ii) Consideration and possible action to recommend approval for a new Series 3 Liquor License for Insurgent Brewing Company, LLC. (Jami Lewis, Town Clerk)

Recommended Action:
(i) Hold Public Hearing.
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d. Consideration and possible action to approve Ordinance No. 16-809, amending the Town Code, Title III Administration, Chapter 34 Municipal Court, Subchapter Municipal Court Fees,Sections 34.20 Authority to Set Fee Amounts, 34.21 Establishment of Funds and Allocation of Fees, and 34.22 Establishment of Court Fees. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve Ordinance No. 16-809.

e. Consideration and possible action to adopt Resolution 16-1075 to amend, update and revise the fees currently in use by the Chino Valley Municipal Court. (Catherine J. Kelley, Presiding Magistrate.)

Recommended Action: Adopt Resolution 16-1075 amending, updating and revising the fee schedule for the Chino Valley Municipal Court.

f. Consideration and possible action to authorize the Mayor, on behalf of the Council, to sign a letter of protest to Governor Ducey and other state officials regarding budget cuts to the Joint Technical Education District (JTED) educational program. (Councilmember Best; Mayor Marley)

Recommended Action: Authorize the Mayor, on behalf of the Council, to sign the letter of protest.

g. Consideration and possible action to approve a reorganization to separate the positions of Director of Public Works and Town Engineer by adopting Ordinance No. 16-810 amending Town Code Title V Public Works, Chapter 50 General Provisions, Subchapter Utility Department, Section 50.15 Public Works Director; and approving a revision to the Town of Chino Valley Organizational Chart. (Phyllis Smiley, Town Attorney)

Recommended Action: (i) Approve Ordinance No. 16-810; and (ii) Approve the Organizational Chart as revised to separate the Director of Public Works and Town Engineer positions.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 21st day of January, 2016.

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

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

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

CERTIFICATION OF POSTING

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

Date:_____ Time:_____ By:_____

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Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	James Gardner, Associate Planner Phone: 928-636-2646 x-1295
Department:	Development Services
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Chino Valley's Housing Rehabilitation Guidelines as per requirements of the Arizona Department of Housing, Owner Occupied Housing Rehabilitation program application.

RECOMMENDED ACTION:

Re-adopt Chino Valley's Housing Rehabilitation Guidelines, as adopted by Resolution Number 14-1034 on May 13, 2014. No significant changes have been made, but a vote by the Town Council is a requirement per Arizona Department of Housing for each application.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley's Development Services Department plans on applying for grant funding from the State Department of Housing through the Owner Occupied Housing Rehabilitation Program (HOME/SHF).

Applicable "Policy"

Chino Valley's current Housing Rehabilitation Guidelines, as adopted by Resolution Number 14-1034

Satisfaction of "Policy"

Continuing the use of these guidelines, with minor changes to require homeowner acceptance of work upon completion of each project - this is current office policy, however, was not memorialized in the adopted policy, and is in compliance with State Housing Rehabilitation Standards.

Summary of Issues and Staff Rationale

The Arizona Department of Housing requires the adoption of Housing Rehabilitation Guidelines with each application for HOME/SHF funding. This resolution is submitted in order to comply with that requirement, and acts as a further commitment to the improvement of our Town's housing stock.

Findings of Fact

The currently adopted Housing Rehabilitation Guidelines act as the basis for the Housing Rehabilitation Program. These are substantially in compliance with the State's requirements, however, the updated Housing Rehabilitation Guidelines include the required homeowner acceptance clause in Section D, Part 5, pg. 12.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 07-55-5214
Available: 0
Funding Source:
HOME/SHF Grant Funds will be used and require no Town matching funds.

Attachments

Resolution 16-1074
Housing Rehabilitation Guidelines

RESOLUTION NO.16-1074

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ADOPTING THE HOUSING REHABILITATION GUIDELINES RELATED TO THE SUBMITTING AN APPLICATION(S) FOR STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUNDS); AND PROVIDING FOR SEVERABILITY

WHEREAS, The Mayor and Common Council of the Town of Chino Valley desires to undertake affordable housing development activities and support ongoing efforts to repair, rehabilitate, or replace substandard housing in the community; and

WHEREAS, The State of Arizona administers the State Housing Fund Program; and

WHEREAS, recipients of State Housing Funds are required to comply with the program guidelines, State and Federal Statutes and regulations; and

WHEREAS, endorsement of the Guidelines governing the administration of the Owner Occupied Housing Rehabilitation Program is a prerequisite of the application process;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, that the Housing Rehabilitation Guidelines, attached to this Resolution as Exhibit 1 and incorporated herein are hereby adopted.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of January, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1074 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on January 26, 2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:
1. Housing Rehabilitation Guidelines

TOWN OF CHINO VALLEY
FY 2016/17
OWNER OCCUPIED HOUSING REHABILITATION
PROGRAM GUIDELINES

1. OVERALL GOAL

The purpose of The Town of Chino Valley's Owner Occupied Housing Rehabilitation Program (OOHR) is to assist owner-occupied, low-to-moderate income households in mitigating health and safety issues with their homes. While all homes within the Town limits are eligible, priority will be given to those homes in the original Town site, Chino Meadows subdivisions, and other mature neighborhoods. By targeting resources to the neediest areas, improvements in housing can be made in concert with other CDBG projects to improve the overall appearance of these neighborhoods and foster a better sense of community for their residents. Funding for the OOHR program is through federal HOME funds and the Housing Trust Fund as administered by the Arizona Department of Housing (ADOH).

The Services include repair and rehabilitation expenditures under these Guidelines between $1,000 and $45,000.00 per residence, and mobile/modular home replacements up to $55,000 per unit. Said expenditures are in the nature of a forgivable loan with pro-rata deferred payment by Applicants over a five (5), ten (10), or fifteen (15) year period, depending upon the amount of the loan.

Services include rehabilitation activities with a priority for removal of hazards that threaten the health and safety of occupants. General property improvements such as hauling away disabled vehicles or repairing fences may also be included to upgrade physical appearance of the residence and the neighborhood as a whole, but shall not exceed 10% of the total repairs. No luxury items will be considered, (i.e. fireplaces, swimming pools, granite countertops, stainless steel appliances, travertine tile, etc.), nor will additions to family rooms, recreation rooms, and the like be allowed. All materials such as flooring, countertops, and cabinets shall meet the specifications set forth in the bid packet and meet HUD standard. Bedroom or bathroom additions may be considered based on issues such as over-crowding or disability accessibility.

All Services must meet the State of Arizona's Rehabilitation Standards as well as other applicable state and local codes. In particular, the management of hazardous materials (lead based paint removal, etc.) will comply with current Housing and Urban Development (HUD) standards.

A. Eligible Applicants, Priorities for Assistance

1) Residency
   a) Eligible Applicants must be residents of the Town for the purpose of election laws.
   b) Median income may not exceed eighty percent (80%) of the median household income as determined by HUD.
2) Ownership
   a) Applicants must own and reside in the residential structure which is determined to be in need of Services in order for the Applicants and other occupants to reside safely and healthfully.
   b) Applicants must certify that the property receiving rehabilitation services is their principal and only residence, and they have no interest in any other real estate holdings.

B. Applicant Screening

1) Applicants with the highest ranking are served first. Priority ranking is determined by:

   a. Those with the lowest income;
   b. Persons who are elderly;
   c. Households with minor children
   d. Guardians with custody of children under the age of eighteen (18);
   e. Persons who are disabled
   f. Residential structures that represent serious and immediate health/safety violations.

2) Projects may be taken out of ranked order if Project Manager determines that extenuating circumstances exist or residents are in immediate danger from health/safety issues in their home.
3) Ranking is subject to contractual obligations set forth by the Arizona Department of Housing.

C. Waiting List

1) In the event that the number of applicants exceeds funds available, Applicants will be placed on a waiting list in accordance with the priority ranking established under these Guidelines.
2) Waiting list ranking is subject to contractual obligations set forth by the Arizona Department of Housing.

D. Eligible Property Types

1) Services are limited to the following types of residential property:

a) Single-family site constructed or factory-built buildings; and
b) Single-family manufactured homes, including mobile homes, only if the unit upon completion will:
    1) be situated on a permanent certified foundation and connected to permanent utility hook-ups;
    2) be located on land that is held in fee-simple title;
    3) meet the construction standards of 24 CFR 3280 if built after June 15, 1976.

2) Ineligible properties include but are not limited to:
    a) Rental properties, including those occupied by family members or those not paying cash rent
    b) Properties that are delinquent in mortgage payments at the time of application or within six (6) months of rehabilitation services
    c) Properties not occupied as the primary residence of the household

E. Eligible Forms of Home Ownership

1) Approved forms of home ownership are:

    a) Verified fee simple title to the property.
    b) 99 year leasehold on the property

2) Title must be free of encumbrances, liens, or other instruments that unduly restrict the property, including but not limited to: delinquent mortgages or property taxes, reverse mortgages that exceed the 203(B) lending limits, liens that cloud title.

F. Standard for Rehabilitation

1) Repairs and Rehabilitation:
    a) Services under these Guidelines will meet the State of Arizona's Rehabilitation Standards and applicable state and local building codes.
        1) Rehabilitation will resolve, at a minimum, all building code violations.
        2) Rehabilitation will resolve Property Maintenance Code violations within budgetary constraints.
        3) All Contractors and Subcontractors must possess a valid business license from The Town of Chino Valley
        4) All Contractors and Subcontractors must by duly licensed by the State of Arizona for the work they perform.

2) Weatherization and Energy Efficiency:
    a) Weatherization services shall meet the Arizona Governor's Office of Energy Policy Weatherization Standards and the ADOH Owner Occupied Housing Rehabilitation Weatherization Standards.
    b) Energy Efficiency improvements shall include, at a minimum, the following:
        i.) Replacement of substandard windows and doors

ii.) Replacement of aging appliances with Energy Star rated appliances
iii.) Additional insulation
iv.) Replacement of inefficient mechanical systems such as furnaces, evaporative coolers, and water heaters with Energy Star rated systems.
v.) Duct Sealing
vi.) Replacement of obsolete plumbing fixtures with low-flow fixtures
vii) Other repairs or upgrades as outlined in the pre-construction energy audit as critical repairs.

3) Property Maintenance:
   a) Properties shall be in compliance with International Property Maintenance Code (IPMC) 2012 upon completion of rehabilitation services.
   b) Applicants shall be in compliance with The Unified Development Ordinance with respect to animals, the number of pets/animals allowed per household, and manner of proper keeping thereof, upon completion of rehabilitation services.
   c) Applicants shall be in compliance with Chino Valley UDO Chapter 6: Property Maintenance and Town Code Titles IX: General Regulations and XV: Land Usage upon completion of rehabilitation services.
   d) Upon initial inspection, a potential project found to be in violation of the above referenced regulations or in a condition where animal feces/urine, poor indoor air quality, or excessive clutter either inside or outside of the home are found which pose a health hazard to the occupants, the inspector, or rehabilitation workers, referral to the Tri-City Hoarding Coalition or other similar program shall be made.
   e) Any project that qualifies for rehabilitation services and meets the conditions set forth in paragraph (d) above shall be eligible to receive additional funding for mitigation of property maintenance code violations, and counseling services through Yavapai County Health Services.
   f) Any project that meets the conditions in paragraph (d) above that receives rehabilitation, mitigation, or counseling services shall be subject to periodic inspections to ensure continued compliance with property maintenance requirements. Failure to maintain the property in accordance with adopted codes can result in additional counseling, code enforcement actions (including abatement and additional liens) and entitle the Town to demand immediate repayment of rehabilitation funding.

4) Replacement of mobile homes or modular housing units will be permitted only when the following conditions can be met:
   a. The low qualified bid for repair and rehabilitation is equal to or greater than the value of the home,
   b. The Building Official finds the unit to be in violation of current building and other adopted codes and further deems the dwelling unit to present significant health and safety issues for the inhabitants and the community
   c. The Building Official determines that replacement of the mobile or

modular home is the only means to abate the health and safety issues present

5) Alternative energy sources
   a) Installation of alternative energy sources and technologies (e.g., solar hot water) will be offered to applicants on a trial basis beginning in 2013. Once feasibility and cost effectiveness are established, additional technologies may be offered, based on cost effectiveness and feasibility of the technology.
   b) Installation of renewable or alternative energy sources will require the approval of the homeowner; the homeowner must certify that he/she is able to maintain the installed technology.
   c) Homeowners for whom alternative energy sources or technologies are installed in the course of rehabilitation and funded through this program are not eligible to receive any tax credits or incentives resulting from said installation(s).
   d) Ongoing maintenance of said alternative energies or technology will be solely the responsibility of the homeowner.
   e) Installation of renewable or alternative energy sources will be considered when said installation is in compliance with construction and zoning codes. (i.e., mobile home roof systems may not be adequate to bear the weight of photovoltaic panels)

G. Lead Based Paint

1) Lead-based paint (LBP) testing will be performed in compliance with HUD requirements.
2) Applicants will be provided a copy of Protect Your Family From Lead in Your Home, and The Town's Building Safety Rehabilitation Specialist will respond to any questions or concerns from Applicants.
3) Lead-based paint abatement will be considered on a case-by-case basis, depending on the status of the household, the condition of the paint, and the measures to be taken, in compliance with current HUD standards.

H. Application Process

1) General Requirements
   a) The Town of Chino Valley will conduct the initial application review with Applicants, the intake of applications, and the screening of Applicants to determine eligibility.
   b) The Town of Chino Valley will notify Applicants as to its determination of eligibility. Applicants may be asked to supply further information and documentation.
   c) The Town of Chino Valley will assist Applicants to the extent possible, but Applicants remain responsible for gathering and timely submission of all

information needed to complete an application. Applicants will be assigned a ranking only when the completed application and all documentation is received. If requested information is not returned by the deadline given, the application will be placed at the bottom of the waiting list.

d) Required documentation includes but is not limited to the following (which must be current within the last six (6) months):
   - i. Proof of all household income
   - ii. Social Security cards for all household members
   - ii. Proof of disability
   - iii. Proof of lawful presence
   - iv. Signed release for income verification
   - v. Proof of property ownership
   - vi. Proof that property taxes and any/all special assessments are current
   - vii. Proof of homeowners insurance
   - viii. Verification that mortgage payments have been current within last 6 months.
   - ix. Evidence that household income is sufficient to maintain ownership
   - x. Signed copy of IRS 4506

e) Applicants will be required to sign a release of information as part of the application. The Town will make every effort to maintain confidentiality of information to the extent permitted by law.

2) Bankruptcy and Foreclosure
   a) Bankruptcy: Households are ineligible for a period of two (2) years after any member of the household declares bankruptcy.
   b) Foreclosure: Households that have had a mortgage or deed of trust foreclosed are ineligible for services for three (3) years after the date of foreclosure

3) Reverse Mortgages
   a) Monthly payments from a reverse mortgage are counted as regular income.
   b) If funds are exhausted, the full amount of the lien must be counted against the FHA 203(b) lending limits.
   c) If no monthly payments are received, the amount of the lien is not counted against the FHA 203(b) lending limits.
   d) If a lump sum has been drawn down but no monthly payments are received, only the lump sum amount plus interest to date is counted against the FHA 203 (b) lending limits.

I. Housing/Homeownership Maintenance & Counseling Services

1) As a condition of receiving Services under these Guidelines, successful Applicants will be required to attend a counseling session to cover the rehabilitation processes and requirements, including information about lead-based

paint remediation, on-going home maintenance, and the deferred-loan aspects of the program.

2) Those receiving services will also undergo homeownership training, the purpose of which is to educate the homeowner about the importance of timely mortgage and tax payments, adequate insurance, and aspects of household budgeting.

J. Application Verification

1) The Town of Chino Valley will verify income according to the 24 CFR Part 5 (Section 8) income determination guidelines described in the Technical Guide for Determining Income and Allowances for the HOME Program. Additional documentation such as tax returns may be used to verify information submitted on the application is true and complete.

2) The Town of Chino Valley will certify that Applicant(s) is the owner of record for the property listed on the application and it is their principal and only residence.
   a) All persons listed as Owners of Record will be considered members of the household without regard to their actual place of residence.
   b) Any person residing in the home, regardless of relationship to the homeowner or lack thereof, shall be counted as a household member.
3) A limited title report will be obtained for each application through the services of a title company.
4) Staff will ensure that properties are free from liens that unduly restrict the marketable ownership interest.
5) Applicants must demonstrate the ability to pay their mortgage, carry homeowners insurance and flood insurance; and are not in arrears in payment of applicable taxes and special assessments.

K. Complaints/Appeals

Applicants who have a complaint with regard to The Town of Chino Valley's priority ranking under these Guidelines may appeal the same. If the complaint cannot be resolved informally, the formal procedure outlined below may be followed. All efforts will be made to resolve complaints at the lowest possible level. All complaints will be documented.

L. Complaint Procedure

Applicants will be required to sign a Letter of Acknowledgement showing that they have received a copy of this Complaint Procedure and understand the process. If Applicants require assistance in processing a complaint, they may contact the Town at (928) 636-4427 for assistance.

1. Informal Complaint

   a. An informal, verbal complaint can be given to The Town of Chino Valley Project Manager.
   b. The Town of Chino Valley Project Manager will review the complaint and attempt to resolve the complaint through negotiation.
   c. The Applicant will be notified of the proposed resolution within 5 working days of receipt of the complaint.
   d. If the proposed resolution is not satisfactory to the Applicant, a formal complaint may be filed.

2. Formal Complaint

   a. Formal complaints must be made in writing and delivered to the Town's Project Manager by personal delivery or certified mail.
   b. The Town's Project Manager shall review the complaint and attempt to resolve the complaint through negotiation.
   c. The Town's Project Manager will notify the Applicant, in writing, of the proposed resolution within 10 working days of the receipt of the complaint.
   d. If the resolution proposed by the Town's Project Manager is not satisfactory to the Applicant, an appeal can be made. Appeals must be in writing and directed to the Development Services Director of the Town of Chino Valley. Appeals must be filed within five (5) working days of receipt of the Town Project Manager's decision.
   e. The Town's Development Services Director will review the complaint as appropriate. Review of the complaint may include an informal hearing of the parties involved. The Town's Development Services Director will make a decision regarding the complaint, in writing, within thirty (30) days of receipt of the appeal.
   f. If the resolution proposed by the Development Services Director is not satisfactory to the applicant or the Project Manager, an appeal can be made to the Town Manager. Appeals must be filed with the Town Manager's office within five (5) working days of receipt of the Development Services Department Manager's decision.
   g. The Town Manager will review the complaint. Review of the complaint may include an informal hearing of the parties involved. The Town Manager will make a decision regarding the complaint, in writing, within thirty (30) days of receipt of the appeal.
   h. Should the resolution proposed by the Town Manager not be satisfactory to either party, the arbitration procedures set forth in the Construction Contract shall be followed. An appeal of the decision must be made within five (5) working days of the receipt

of the Town Manager's decision.

2. PROJECT WRITE-UP AND CONTRACTOR SELECTION

A. Inspection/Work Write-Up/Cost Estimates

1) When an Applicant has been declared eligible and is at the top of the priority list, The Town's Project Manager will schedule an initial inspection.
2) The Building Safety Rehabilitation Specialist will inspect the property using the 24 CFR part 5 (Section 8) Inspection Checklist or equivalent based on codes and current practices adopted and in effect at the time of inspection.
3) In conjunction with the property inspection, a BPI Certified Weatherization Professional shall conduct an energy audit of the property. Repair of deficiencies that are discovered in during the energy audit shall be included in the specifications for that project, and repairs shall meet the standards set forth in these Housing Rehabilitation Guidelines.
4) The Town's Project Manager and Building Safety Specialist will determine the scope of needed rehabilitation, which will be in conformance with the General Specifications Handbook and additional standards as set forth in these Housing Rehabilitation Guidelines.
5) Cost estimates will be developed to ascertain whether or not the project falls within funding requirements. Estimates will be based on:
    a) Measures required in the project;
    b) Cost of materials;
    c) Estimated number of labor hours and cost of labor;
    d) Cost of subcontractors/installers; and
    e) Past experience with similar rehabilitation work.

B. Minority/Women/Disadvantaged Owned Businesses

As part of the contracting process, The Town will attempt to identify Minority, Women, and/or Disadvantaged Owned contractors to provide rehabilitation services. Any public notices involved in the contracting process will state that Minority, Women, and/or Disadvantaged Owned contractors are encouraged to submit bids.

C. Qualified Contractors

1) The Town's Project Manager will advertise all projects in a newspaper of general circulation, in accordance with Town Code 3.04.
2) Contractors who desire to bid the rehabilitation work must participate in a mandatory walk-through conducted by the Project Manager and/or Building Safety Rehabilitation Specialist. Changes to project specifications may be made at this time.
3) Applicants may not perform said work on their own property.
4) Appropriate Town staff will arrange for verification that responding contractors and subcontractors are:
    a) Not on the HUD debarment list

b) Are licensed and bonded with the Arizona Registrar of Contractors in appropriate trades
c) Insured for liability and workman's compensation
d) Hold a current Town business license prior to commencement of construction
e) Have performed timely on previous contracts.

D. Contractor Procurement

1) Bids
   a) An effort will be made to receive at least three (3) bids on each project.
   b) The Project Manager may approve a project where fewer than 3 bids have been received.
   c) All bids will be delivered to the designated address by the time and date specified in the invitation to bid. Bids must be sealed and will be opened publicly at the date and time specified. Late bids will be returned unopened.
2) Professional services
   a) Procurement of professional and other specialized services shall follow Chino Valley Town Code Section 32: Finance and Revenue.

E. Contractor Selection

1) The applicant may choose the contractor he/she prefers. Should the applicant choose a bid higher than the qualified low bid, the homeowner must pay the difference between the low bid and the accepted bid to the contractor in full prior to the issuance of a Notice to Proceed. The applicant must provide a receipt to the Project Manager for that amount as evidence of payment prior to the issuance of a Notice to Proceed.
2) The Project Manager may reject any bid if all or part of the bid is deemed to be unreasonable or impractical or likely to result in substandard work.

F. Method of Determining After Rehab Value

1) Tax assessments for a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after rehabilitation.
2) Work will not be performed on property where the sum of the value of the property prior to rehabilitation and the total cost of rehabilitation services will be greater than the FHA insuring limits. This information will be provided on an appropriate form for each file.

3. CONSTRUCTION

A. Contracts and Notice to Proceed

1) Upon selection of a contractor, a construction contract will be entered into between the Applicant and the successful bidder (Contractor). Said contract shall be in a standard form which identifies the role and responsibility of the Town, ADOH, and

HUD as third-parties.

2) A meeting at the property will be arranged by the Project Manager in order for the Applicant and the Contractor to review the contract documents. The Project Manager will explain:
    a) The contract and the responsibilities of the parties
    b) The extent of the rehabilitation work to be done
    c) Te schedule for the rehabilitation work
    d) the schedule for inspections
    e) persons to be notified if there are problems,
    f) special contract conditions, and the
    g) Grievance procedure.
    h) All persons present will be required to sign the Letter of Acknowledgement which will include any stipulations or special conditions as discussed at the meeting.
3) When agreement is reached and the contract is signed by all parties and upon receipt of the signed and notarized Deed of Trust and Promissory Note, the Project Manager will issue a "Notice to Proceed".

B. Inspection/Monitoring of Work

The Building Safety Rehabilitation Specialist will arrange for regular inspections to assure quality and timeliness of the rehabilitation work and will also perform inspections associated with issued building permits.

C. Payments to Contractors and Change Orders

1) Contractors must submit invoices to receive payments. Payments cannot be issued more frequently than the following schedule:
    a. First 25% payment at 25% completion of work
    b. Second 25% payment at 50% completion of work
    c. Third 25% payment at 75% completion of work
    d. Fourth 25% payment upon approval of final inspection and submittal of all required documentation, including subcontractor information and lien waivers as necessary.
    e. Any variance from this schedule must be approved in advance from the Project Manager and Development Services Director.
2) Contractors may request change orders for problems that have arisen from rehabilitation work included in the bid package and cost proposal that were unforeseeable or overlooked at the time of the walk-through. The Project Manager with assistance from the Building Safety Rehabilitation Specialist must approve any change order along with the Applicant prior to the commencement of any work not set forth in the bid specs and/or scope of work.

D. Final Inspection

1) The Contractor will arrange for a final inspection upon completion of the

rehabilitation work.

2) Any building permits must be finalized before a final inspection is conducted.
3) During the final inspection, the Project Manager and/or Building Safety Rehabilitation Specialist must determine that rehabilitation work has been completed in accordance with the work write-up and the cost proposal in order to approve final payment to the contractor.
4) Payments to contractors may be withheld pending satisfaction of any problems or deficiencies identified during the final inspection.
5) The homeowner will provide a final acceptance of work at the time of completion of construction.

4. RECORDS

A. Files

The Town of Chino Valley will create, collect and maintain all files for each application. Original files will be organized per the file checklist and retained by the Town for permanent storage and use once the applicant approval process is complete. The Town of Chino Valley will keep back-up files for reference and contractual billing purposes.

B. Recordation of Required Liens

1) Administration of Liens
   a) The Project Manager or Administrative Specialist will file liens on projects. Lien amounts will be determined by the amount of Funds invested in a property.
   b) Liens will be secured by Promissory Note and Deed of Trust as developed from time to time by the Administrative Specialist or Project Manager.
   c) Recorded documents will be returned to the Town and copies of said documents will be given to the Applicant.

2) The terms of the lien are as follows:

   a) If the Applicant moves and does not use the property as his/her principal residence (this includes renting the property to any other person), the Project Manager may arrange for the prorated repayment amount as set forth below to be due and payable by the Applicant within 30 days of notice. This determination shall be at the discretion of the Project Manager based on potential hardships on a case-by-case basis.

   b) If title to the property changes, the Project Manager may arrange for a pro-rata share of the repayment amount to be paid back for return to the Department. This determination shall be at the discretion of Project Manager based on potential hardship on a case-by-case basis.

   c) If the homeowner is not in compliance with any other stipulation as set forth in the Deed of Trust and/or Promissory Note, the Project Manager may

arrange for the prorated repayment amount as set forth below to be due and payable by the Applicant within 30 days of notice. This determination shall be at the discretion of the Project Manager based on potential hardships on a case-by-case basis.

d) When the Amount of Funds Invested is between $1,000.00 and $14,999.99, the lien will be pro-rated over 5 years, as follows:

Through Year 1	- Loan payback	20%	Balance	80%
Through Year 2	- Loan payback	40%	Balance	60%
Through Year 3	- Loan payback	60%	Balance	40%
Through Year 4	- Loan payback	80%	Balance	20%
Through Year 5	- Loan payback	100%	Balance	0%

e) When the Amount of Funds Invested is between $15,000 to $25,000, or in the event that a mobile/modular unit is replaced, the lien will be pro-rated over 10 years, as follows:

Through Year 1	- Loan payback	10%	Balance	90%
Through Year 2	- Loan payback	20%	Balance	80%
Through Year 3	- Loan payback	30%	Balance	70%
Through Year 4	- Loan payback	40%	Balance	60%
Through Year 5	- Loan payback	50%	Balance	50%
Through Year 6	- Loan payback	60%	Balance	40%
Through Year 7	- Loan payback	70%	Balance	30%
Through Year 8	- Loan payback	80%	Balance	20%
Through Year 9	- Loan payback	90%	Balance	10%
Through Year 10	- Loan payback	100%	Balance	0%

f) When the When the amount of Funds invested is $40,000 to $55,000 in repair and/or rehabilitation expenses, or in the event that a mobile/modular unit is replaced, the lien will be pro-rated over 15 years, as follows:

Through Year 1	- Loan payback	6.75%	Balance	93.25%
Through Year 2	- Loan payback	13.5%	Balance	86.5%
Through Year 3	- Loan payback	20.25%	Balance	79.75%
Through Year 4	- Loan payback	27%	Balance	73%
Through Year 5	- Loan payback	33.75%	Balance	66.25%
Through Year 6	- Loan payback	40.5%	Balance	59.5%
Through Year 7	- Loan payback	47.25%	Balance	52.75%
Through Year 8	- Loan payback	54%	Balance	46%
Through Year 9	- Loan payback	60.75%	Balance	39.25%
Through Year 10	- Loan payback	67.5%	Balance	32.5%
Through Year 11	- Loan payback	74.25%	Balance	25.75%
Through Year 12	- Loan payback	81 %	Balance	19%
Through Year 13	- Loan payback	87.75%	Balance	12.25%

Through Year 14	- Loan payback	94.5%	Balance 5.5%
Through Year 15	- Loan payback	100%	Balance 0%

C. Refinancing of Existing Debt or Home Equity Loans

Refinancing of existing debt or home equity loans after completion of rehabilitation work (and prior to the expiration of the lien period) may only result in subordination of this lien if the following conditions are met:

1) The Applicant does not receive cash as a result of the refinancing or home equity loan;
2) The resulting mortgage payment is not greater than the current monthly mortgage payment; and
3) The term of the existing debt does not change.

D. Loan Servicing/Lien Release Procedures

1) Completed lien documents will be maintained in Applicant files in the Development Services Department
2) When a lien becomes due and payable as set forth in the contract and in accordance with the repayment schedule in Section 4 B 2 (d) of these guidelines, the balance must amount must be returned to the Department of Housing.
3) Once the lien period has expired, the Applicant may request in writing that the Project Manager issue a lien release for the property. In the event of such a request, the Project Manager will record the necessary release within sixty (60) days.

E. Project Income

1) Any Funds that are recaptured from Applicants who were required to repay payments are must be returned to the Arizona Department of Housing.
2) Funding recaptures will issue a check to the Arizona Department of Housing. Upon receipt, the Project Manager will record a lien release and forward the funds to the Arizona Department of Housing.

F. Accounting Procedures

All accounting reports are available for monitoring/auditing purposes through the Town's Finance Department and the Development Services Department. All grant funds are included in the Town's annual audit. Audits are submitted annually to the funding source.

5. AFFIRMATIVE MARKETING

a) The Project Manager will be responsible for affirmative marketing of this program. The marketing plan shall include (but not necessarily be limited to) the following:

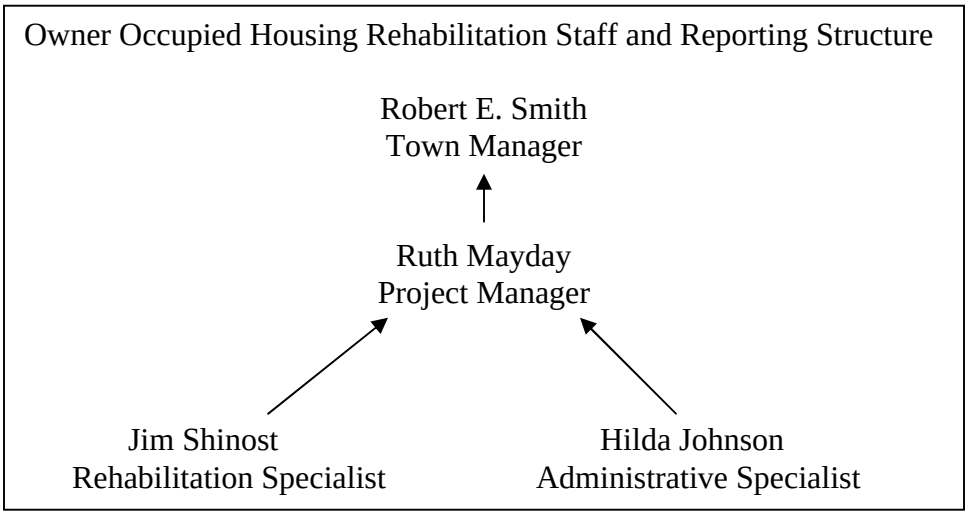
i) Press releases
ii) Notices posted in target neighborhoods
iii) Announcements at Neighborhood Block Watch meetings
iv) Other appropriate marketing methods

b) In order to adequately inform the residents of The Town of Chino Valley about the Owner Occupied Housing program, mailers will be included with each water bill that is mailed to households in the Town at least one (1) time per year.
c) Informational posters will also be placed at the Civic Center, Library, and distributed to agencies that are regularly in contact with needy households (e.g., West Yavapai Guidance Center, Chino Valley Food Bank, Chino Valley Senior Center), and flyers with contact information will be made available as well.
d) All marketing information will be in both English and Spanish.

6. ADMINISTRATION

A. Coordination

Program coordination and day to day project administration will be overseen by the Town. The Town of Chino Valley Project will perform applicant qualification and education.



B. Exceptions to the Maximum Grant Amounts

Exceptions to the payment ranges set forth above will be considered on a case-basis and must be deemed:

1) Unforeseeable at the time of the mandatory pre-bid walk-through and
2) Constitute a life/safety hazard, which in the opinion of the Building Official, cannot be abated by any other means, and failure to repair would jeopardize the health and safety of the homeowner and the homeowner's family.
3) The Project Manager must approve the exception to the Maximum Grant Amount and approval from the Arizona Department of Housing must be granted prior to the commencement of work.

C. Disability Accessibility

1) The Project Manager will arrange for interviews to be performed in Applicants' residences, if necessary.
2) A TDD number for arranging interviews will be included in all advertisements. Hearing-impaired Applicants have the option of communication through a signing person or by writing.

D. Non-English Speaking Persons

The Project Manager will arrange for the services of an interpreter to assist Applicants who speak a language other than English. In making that determination, the Project Manager will be guided by whether Applicants appear to have a full understanding of the program.

E. Affirmatively Furthering Fair Housing

The Town does not discriminate on the basis of race, color, religion, sex, national origin, familial status, or disability. The Town shall notify the public by displaying Fair Housing posters and using the Fair Housing logo in printed materials for the program.

F. Temporary Relocation Plan

Upon occasion, owners may be temporarily displaced while construction is occurring. The Project Manager will plan and coordinate each project so that the displacement is no longer than necessary. Provisions will be included in the Contractor′s construction contract to encourage timely completion and to require compensation if deadlines are not met.

1) Applicants will be notified that Temporary Relocation Assistance is available and the maximum amounts of such assistance.
2) Applicants will also be notified that relocation assistance will reduce the amount of rehabilitation work that can be performed on their property.
3) Applicants may secure other temporary lodging that doesn't require full assistance.
4) Any motel arrangements will be the responsibility of Applicants, in which case

Applicants must submit a copy of the signed agreement to the Project Manager who will pay the motel directly for either the weeks lodging cost or the maximum lodging amount (whichever is less).

5) Applicants are responsible for any additional costs (i.e. catering, dry cleaning, etc.). If the dislocation is less than one (1) week, only the actual relocation days will be covered. If a stay is for a portion of a day, per diem will be calculated as follows:

- Breakfast midnight until 11:00 a.m. $ 7.00;
- Lunch 11:00 a.m. to 3:00 p.m. $10.00; and
- Dinner 3:00 p.m. to midnight $15.00 .

6) Maximum Amounts
- Lodging $ 75/night/two beds; and
- Per Diem $26/day/person.

7) Applicants will not be entitled to reimbursement for any additional travel costs. For this purpose, "persons" are a permanent member of the household. The Project Manager shall make the final determination of the number and identify permanent household members.

8) Pets: Applicants must obtain at least two (2) quotes of per-day costs from local pet boarding facilities. Applicants may choose where pets will be placed; however, payment will only be in the amount of the lowest rate. Applicants will be responsible for any difference in cost.

9) The Project Manager may negotiate any lower amount that appears reasonable for relocation.

10) Applicants are responsible for packing and moving their personal goods. Variations from this requirement may be approved by Project Manager in order to ensure reasonable accommodation and equal program access.

8. CONFLICT OF INTEREST

No employee, agent, consultant, officer, elected officer or appointed official of the Town (including those who held such a position within 1 year) involved in any way with or having access to information related to the program may be an Applicant under the program or in any way receive a pecuniary benefit under the program.

9. APPENDIX : The following documents are included by reference as part of the Housing Rehabilitation Guidelines:

A) Technical Guide for Determining Income and Allowances for the HOME program
B) ADOH Rehabilitation Guidelines
C) HUD Rehabilitation Guidelines
D) ADOH Weatherization Guidelines
E) Construction Contract, Deed of Trust, and Promissory Note

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Item Type:	Consent
Estimated length of staff presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize Town Manager to sign/accept two (2) Governor's Office of Highway Safety (GOHS) grants related to the Selective Traffic Enforcement Program and DUI task force events in the amounts of $8,000 and $5,000, respectively.

RECOMMENDED ACTION:

Authorize Town Manager to sign/accept two (2) GOHS grants on behalf of the Chino Valley Police Department in the amount of $13,000 combined.

SITUATION AND ANALYSIS:

Issue Statement

Chino Valley Police Department inquired with the Governor's Office of Highway Safety about any non-expended grant funds remaining available. Chino Valley Police Department notified the GOHS they were interested in applying for grants not totaling more than $13,000 combined. GOHS advised they have additional funds available for DUI and Traffic Enforcement for budget year ending September, 2016. GOHS automatically drafted and sent CVPD two (2) grants, totaling $13,000.

Grant #1 is for $8,000 to cover personnel services and employee related expenses (Overtime) for staff to participate in the Selective Traffic Enforcement Program (STEP). This grant will cover overtime expenses for officers to enforce traffic laws to keep roadways safe.

Grant #2 is for $5,000 to cover personnel services and employee related expenses (Overtime) for staff to participate in state required DUI task force events. This grant will cover overtime expenses for officers to apprehend DUI drivers.

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

The Town of Chino Valley Police Department requests for service from the public have increased over the last 3 years, thus reducing officers time for conducting traffic enforcement details. This decrease in traffic enforcement has led to an increase in injury collisions on our roadways. The traffic funding will allow us to ensure visibility of officers and increase enforcement of traffic laws in an effort to reduce injury collisions. The Chino Valley Police Department continues to strive to decrease impaired drivers in Chino Valley. This funding will help us provide staff to apprehend impaired drivers.

Findings of Fact

2013 - 2015 injury accidents increased by 62%
2013 - 2015 traffic stops decreased by 22% (although overall the number of stops are down, the average stops per officer is fairly consistent)
2013 - 2015 citizen calls for service increased by 12%
2013 - 2015 arrests increased by 34%
2013 - 2015 DUI arrests decreased by 42%
Due to the increase in citizen calls for service and arrests, officers have had less time available to conduct traffic enforcement details. These grants will allow officers to utilize overtime grant funds to increase traffic enforcement details, allowing more visibility of officers on roadways in hopes of reducing the number of injury collision and removing more DUI drivers from our roadways.

Fiscal Impact

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

Attachments

GOHS Traffic 2016
GOHS DUI 2016

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.600
1.	**APPLICANT AGENCY** Chino Valley Police Department	**GOHS CONTRACT NUMBER:** **2016-PT-082**
	ADDRESS 1950 Voss Drive, Chino Valley, Arizona 86323	**PROGRAM AREA:** **402-PT**
2.	**GOVERNMENTAL UNIT** Town of Chino Valley	**AGENCY CONTACT:** Vince Schaan
	ADDRESS 202 N. State Route 89, Chino Valley, Arizona 86323	**3. PROJECT TITLE:** STEP Enforcement
4.	**GUIDELINES:** 402–Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Chino Valley.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2016**
I.	**Personnel Services**	$5,714.00
II.	**Employee Related Expenses**	$2,286.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$8,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $8,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. The multi-agency DUI Taskforce has maintained the name Tri-City DUI Taskforce.

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is uninhabited, sparsely populated, or used for farming/agricultural purposes.

There are 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

The Chino Valley Police Department currently has 22 sworn full time employees and 5 civilian staff. The 22 sworn employees include the Chief of Police, Lieutenant, four Sergeants, two general investigations detectives, a narcotics detective, a gang detective and a K9.

Agency Problem:

The Chino Valley Police Department has maintained the total number of traffic stops at a fairly consistent level. It is believed previous focused speed enforcement efforts, a zero tolerance attitude, and public relations campaigns have been the reason.

Agency Attempts to Solve Problem:

The Chino Valley Police Department continues to stress the need for officers to be proactive in their approach to traffic enforcement. This includes targeted enforcement of high traffic or problem areas. Officers are encouraged to maintain high contact levels.

The Chino Valley Police Department continues to participate monthly in the "Talk of the Town" segment on KQNA, the local radio station. Information is provided to the public regarding traffic statistics and enforcement details. Press releases regarding traffic enforcement are issued to the Chino Valley Review and Prescott Daily Courier newspapers.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

The Chino Valley Police Department will use the grant funds to enforce traffic laws in areas where the Police Department has seen an increase in traffic issues, collisions, and citizen complaint areas. The Chino Valley Police Department also plans to use the grant funds to educate the public on seatbelt and child safety seat usage.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vince Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$5,714.00
II.	Employee Related Expenses (ERE)	$2,286.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$8,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of $8,000.00.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Effective July 30, 2015, the National Highway Traffic Safety Administration (NHTSA) published a Buy America Act public interest waiver. The waiver allows States to purchase any manufactured product with a purchase price of $5,000.00 or less, excluding a motor vehicle when the purchased product is using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. (Reference Federal Register Vol. 80, No. 125, published June 30, 2015.)

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Charles Wynn, Chief
Chino Valley Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Robert E. Smith, Town Manager
Town of Chino Valley

_____

_____
Date Telephone

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-PT-082

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$8,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.600
1.	**APPLICANT AGENCY** Chino Valley Police Department	**GOHS CONTRACT NUMBER:** **2016-AL-086**
	ADDRESS 1950 Voss Drive, Chino Valley, Arizona 86323	**PROGRAM AREA:** **402-AL**
2.	**GOVERNMENTAL UNIT** Town of Chino Valley	**AGENCY CONTACT:** Vince Schaan
	ADDRESS 202 N. State Route 89, Chino Valley, Arizona 86323	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 402–Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2016**
I.	**Personnel Services**	$3,571.00
II.	**Employee Related Expenses**	$1,429.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$5,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $5,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. The multi-agency DUI Taskforce has maintained the name Tri-City DUI Taskforce.

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is currently uninhabited, sparsely populated, or used for farming/agricultural purposes.

There are 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

The Chino Valley Police Department currently has 22 sworn full time employees and 5 civilian staff. The 22 sworn employees include the Chief of Police, Lieutenant, four Sergeants, two general investigations detectives, a narcotics detective, a gang detective and a K9.

Agency Problem:

DUI drivers continue to be a problem for Arizona. The Town of Chino Valley has not seen the same decline in arrests as the State as a whole. DUI arrests have fluctuated over the past few years from 62 in 2011 to 48 in 2012 and then up again in 2013 to 65. This is an unacceptable number for a town of such small population.

Agency Attempts to Solve Problem:

The Chino Valley Police Department continues to stress the need for the officers to be proactive in their approach to traffic enforcement. This includes targeted enforcement of high traffic or problem areas. Officers are encouraged to maintain high levels of contacts. The Chino Valley Police Department has participated in and actively works with other agencies in the Tri-City DUI Task Force.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

The Chino Valley Police Department will use the grant funds to provide DUI enforcement without interruption by calls for service. The funding will also allow the Police Department to continue participation in the Tri-City DUI Task Force operations in the area.

A minimum of two officers will participate at each scheduled task force event. A department representative will continue to meet with the other representatives of the Tri-City DUI Task Force as scheduled. The department will utilize the Mobile Command Unit at a minimum of three task force events. The Chino Valley

Police Department will also continue to work closely with Yavapai County MADD and the local media.

- To participate in 12 Tri-City DUI Task Force events by September 30, 2016.
- To participate with the Chino Valley Police Department Mobile Command Unit in a minimum of 3 Tri-City DUI Task Force events by September 30, 2016.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vince Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$3,571.00
II.	Employee Related Expenses (ERE)	$1,429.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$5,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of $5,000.00.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15+ ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Effective July 30, 2015, the National Highway Traffic Safety Administration (NHTSA) published a Buy America Act public interest waiver. The waiver allows States to purchase any manufactured product with a purchase price of $5,000.00 or less, excluding a motor vehicle when the purchased product is using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. (Reference Federal Register Vol. 80, No. 125, published June 30, 2015.)

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Charles Wynn, Chief
Chino Valley Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Robert E. Smith, Town Manager
Town of Chino Valley

_____

_____
Date Telephone

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2016-AL-086

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AL, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$5,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

_____
Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

_____
Approval Date

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Cecilia Grittman, Assistant Town Manager Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint Mr. Dean Keller to the Public Safety Retirement Board, effective immediately.

RECOMMENDED ACTION:

Appoint Mr. Dean Keller to Chino Valley's Public Safety Retirement Board, effective immediately.

SITUATION AND ANALYSIS:

Mr. Mike Tobey had been a member of Chino Valley's Public Safety Retirement Board for many years, but has recently re-located out of the area, necessitating his resignation from this board. Mr. Dean Keller, local citizen with a public safety background, has volunteered to fill Mr. Tobey's vacant seat. This appointment will expire in June 2016 and Mr.Keller may desire to be re-appointed at that time.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to re-appoint Claude Baker as Regular Commissioner and Julie Van Wuffen as Alternate Commissioner to the Planning and Zoning Commission, with terms ending January 31, 2019 and January 31, 2017, respectively.

RECOMMENDED ACTION:

Re-appoint Claude Baker to a Regular position with three-year term ending January 31, 2019, and re-appoint Julie Van Wuffen to the one-year Alternate position with term ending January 31, 2017.

SITUATION AND ANALYSIS:

Issue Statement

The Planning and Zoning Commission has 3 Regular positions and 1 Alternate position expiring as of January 31, 2016. The persons in these positions will either be re-appointed or others will be appointed to fill the vacancies created.

Applicable "Policy"

- UDO §§ 1.4 Planning and Zoning Commission
- Resolution No. 482 Appointments Policy
- Town Code § 30.071 Boards, Committees and Commissions

Satisfaction of "Policy"

Public Body members are appointed by and serve at the pleasure of the Council.

Summary of Issues and Staff Rationale

The Council Appointments Subcommittee met on November 9, 2015 to review applications for the Planning and Zoning Commission. On December 8, 2015, Council appointed Commission Alternate Clyde Baker to fill a Regular position vacancy created when Commissioner Corey Mendoza was appointed to the Council. Council then appointed Julie Van Wuffen to the Alternate position. As Mr. Baker and Ms. Van Wuffen were appointed to terms that would end six weeks later, the Appointments

Subcommittee recommended that Council extend these positions through their next terms to maintain continuity.

As staff is continuing to solicit applications from the public for the Commission, staff will forward applications to the Appointments Subcommittee for consideration for the other two Regular positions expiring on January 31, 2016.

Findings of Fact
N/A

Other Pertinent Documents Available Upon Request:

Fiscal Impact

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

Attachments

Appointments Subcommittee November 9, 2015 minutes

D R A F T

TOWN OF CHINO VALLEY
COUNCIL APPOINTMENTS SUBCOMMITTEE
MINUTES

MONDAY, NOVEMBER 9, 2015
4:00 P.M.

The Appointments Subcommittee of the Town of Chino Valley, Arizona, convened for a public meeting in the Council Chambers Conference Room, located at 202 N. State Route 89, Chino Valley, Arizona.

Present: Vice-Mayor Darryl Croft (Chair); Councilmember Mike Best; Councilmember Lon Turner

Staff Present: Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER

Vice-Mayor Croft called the meeting to order at 4:03 p.m.

2) ROLL CALL

3) APPROVAL OF MINUTES

a) Consideration and possible action to approve September 9, 2015 minutes.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Darryl Croft (Chair) to approve the minutes.

Vote: 3 - 0 PASSED - Unanimously

4) OLD BUSINESS

5) NEW BUSINESS

a) The Council Appointments Subcommittee may vote to recess the public meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of recommending to the Town Council the appointment of: (i) Claude Baker, Alex Harris, Kathryn Napp, Julie Van Wuffen, and Mark Vucich to fill the vacancy on the Planning and Zoning Commission; and (ii) Kathryn Napp and Julie Van Wuffen to fill the vacancy on the Board of Adjustment.

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to adjourn into executive session.

Vote: 3 - 0 PASSED - Unanimously

Vice-Mayor Croft reconvened the public meeting at 4:20 p.m.

b) Consideration and possible action to recommend appointment of applicants to the Planning and Zoning Commission and Board of Adjustment.

Lewis reported that:

- Planning & Zoning Commission: Council's appointment of Corey Mendoza to the Council left a vacancy on the Commission. Staff had advertised for the opening, as well as invited the applicants for the Council positions to apply. Four of the Council applicants, as well as current Alternate Commissioner Claude Baker, requested to be considered for the position. Should the committee recommend appointment of Mr. Baker to the regular Commission seat, they should recommend appointment of another to the Alternate position.
- In addition, the terms for the vacant Regular position, the Alternate position, and two other Regular positions, will expire in January. As no other applications had been received thus far, staff desired the subcommittee's input on re-appointment for these four positions.
- Board of Adjustment: The current vacancy on the Board of Adjustment was for the Alternate position. Should the subcommittee appoint current board member, Mark Vucich, to the Commission, they could fill that position, as well.
- As all applicants had been interviewed this year, Vice-Mayor Croft had not recommened conducting interviews again.

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to recommend Claude Baker to the regular position with term ending January 31, 2016, and Julie Van Wuffen to the alternate position of the Planning and Zoning Commission with term ending January 31, 2016.

Vote: 3 - 0 PASSED - Unanimously

Mayday stated that she was unsure if the other two commissioners were going to apply for re-appointment.

Members recommended, if no other applications were received in the next few weeks, that Council extend all these positions through the next term. Members also suggested that staff contact Council applicant Mark Widtfeldt about serving on the BOA.

The Subcommittee took no action on the Board of Adjustment.

6) ADJOURNMENT

Vice-Mayor Croft adjourned the meeting at 4:22 p.m.

Dated this 10th day of November, 2015.

By: *Jami C. Lewis*

Approved: _____

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/26/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the January 12, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the January 12, 2016 regular meeting minutes.

Attachments

January 12, 2016 minutes

D R A F T

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

TUESDAY, JANUARY 12, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, January 12, 2016.

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

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Police Officer Jody Villalobos; Assistant Public Works Director/Town Engineer Michael Lopez; Facilities Maintenance Worker Chuck Turner; Development Services Director Ruth Mayday; Associate Planner James Gardner; Library Director Scott Bruner; Youth Services/Assistant Librarian Darlene Westcott; GIS/CAD/Web Technician (Videographer) Jan Mazy; Deputy Town Clerk Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

Councilmember Turner gave the invocation and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Presentation of Leadership Award for Mr. Scott Bruner, Chino Valley's Library Director. (Cecilia Grittman, Assistant Town Manager)

Ms. Grittman reported that:

- On November 20, 2015, at the Arizona Library Association's Annual Conference in Flagstaff, State Representative Karen Fann presented the Arizona Library Leadership Award to Chino Valley Library Director, Scott Bruner.
- Under his 16 years as Chino Valley's Library Director, circulation tripled, the Library was remodeled and doubled in size, and progressed from physical card catalogs to online computers, internet, and RFID scanning. He was the first to hire a Children's Librarian and added the first Children's Room, Young Adult area, Children's Computer Room, Community Conference Room and Community Room.
- The Library's programs and services to the community, and its volunteer base flourished under his direction; Mr. Bruner built a public park next to the Library and named it after his predecessor; and his leadership made the Library a hub of the community and a popular place to gather.

Mayor Marley then presented the award to Mr. Bruner.

3) CALL TO THE PUBLIC

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

None.

4) RESPONSE TO THE PUBLIC

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

a) Comments regarding the Mayor's birth certificate.

Councilmember Turner reported that Council took these comments seriously and will leave no tumbleweed unturned.

b) Comments regarding invocation language possibly being offensive to non-Christians.

Councilmember Turner spoke about councilmembers exercising their personal freedoms in the invocation.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

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

None.

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

None.

6) CONSENT AGENDA

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

Council set down item 6a.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to accept consent agenda items 6b, c, and d.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to approve intergovernmental agreement (IGA) template for other municipalities, county or other political subdivisions of the State of Arizona to use of the Chino Valley Shooting Facility Law Enforcement Range. (Chuck Wynn, Police Chief)

(This item was heard after items 6b, c and d, but is retained here for clarity.)

Council asked about the Town's responsibility for all upkeep on the facility.

Chief Wynn clarified that this template only related to the tactical range, which was for use only by law enforcement agencies, not the public facility managed by Prescott Sportsmen's Club. Due to the funding sources for the tactical range, the Town was required to make the facility available to law enforcement free of charge. However, the Town received savings by having police training at home, rather than personnel having to travel for the same training. Upkeep was only required for a portajohn, dirtwork, concrete and a steel building; and in the past two years, the only upkeep had been spraying weeds.

Town Manager Smith added that the Police Department was also developing a business model to lease out the building for private classes on the weekends.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve consent agenda item a.

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to approve Financial Report for the five months ending November 30, 2015. (Joe Duffy, Finance Director)

c) Consideration and possible action to accept the December 8, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to accept the December 10, 2015 study session minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

Vice-Mayor Croft informed meeting attendees that were present for a medical marijuana discussion that it was not on tonight's agenda, but would be on a future agenda to be scheduled under item 7f.

MOVED by Vice-Mayor Darryl Croft, seconded by Mayor Chris Marley to move agenda item f ahead of item a to discuss scheduling of the next study dealing with medical marijuana.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to adopt Resolution No. 16-1072, authorizing Development Services staff to apply for Arizona Department of Housing, Owner Occupied Housing Rehabilitation funds. (James Gardner, Associate Planner)

Recommended Action: Approve Resolution No. 16-1072, authorizing Development Services staff to apply for Arizona Department of Housing, Owner Occupied Housing Rehabilitation funds.

(This item was heard after item 7f but is retained here for clarity.)

Mr. Gardner reported that:

- As many as 1,389 homes, many of which were manufactured and mobile homes, in Chino Valley had aged beyond their 30-year depreciable life. Arizona Department of Housing (ADOH) offered grant funding through the State Housing Fund and the HOME Investments Partnership Program, which was available in the amount of up to $275,000 per fiscal year for the rehabilitation and replacement of Owner Occupied housing units. The Development Services Department currently utilized this program to rehabilitate and replace homes for homeowners in need.
- Resolution 16-1072 aimed to continue the Town's Owner Occupied Housing Rehabilitation program by securing more funding through ADOH.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve Resolution No. 16-1072, authorizing Development Services staff to apply for Arizona Department of Housing, Owner Occupied Housing Rehabilitation funds.

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to accept changes to the Senior Center Advisory Board by-laws. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Adopt Resolution No. 16-1073, repealing Resolution 555 and adopting amended Senior Center Advisory Board by-laws incorporated within this resolution.

Ms. Grittman reported that the dynamics of the Senior Center functions and its Advisory Board had changed over the years and some of the language within its bylaws had become problematic. The language contained within the new bylaws more correctly defined the Board Members' roles, as well as cleaned up some of the previous ambiguous language.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adopt Resolution No. 16-1073, repealing Resolution 555 and adopting amended Senior Center Advisory Board by-laws incorporated within this resolution.

Vote: 7 - 0 PASSED - Unanimously

c) Status report and discussion regarding the disposition of land in Old Home Manor Industrial Park. (Ruth Mayday, Development Services Director)

Ms. Mayday reported that:

- The Town had secured funds for extending infrastructure to the eastern portion of Old Home Manor (OHM) for the Industrial Park (OHMIP). State law vested the authority to manage and transfer real estate with the Council. To properly draft legal documents related to the use of land within the OHMIP, Council must determine what form of ownership provided the greatest benefit to the community.
- There were both benefits and costs associated with the Town retaining ownership of the land and leasing it to private parties, as well as the Town selling the real estate to the same. Resolving these issues was critical in determining the form and content of the associated legal documents, as well as marketing of the property.
- There were a number of issues that will affect the Council's decision as to how staff proceeded with the planning and development of the OHMIP, including: federal funding restrictions and requirements for future users (beneficiaries) of the improvements; tax advantages for municipally-owned property that were not available for privately-owned property; and sale of the real estate providing periodic infusions of cash to the Town and increased property tax revenue to the County.

Council asked for more detail on the following:

- *Federal requirements:* Water and Sewer was encumbered on the entirety of the Industrial Park property of about 200 acres. The property would also be subject to property management standards for 20 years.
- *Property taxes:* Due to confusion regarding the government property lease excise tax, the Town will need a cost benefit analysis regarding sale versus lease.
- *Inquires or interest from private sector:* Staff had been contacted about both lease and sale options. The Town Attorney will develop CC&Rs and lease/purchase agreements first. Staff was currently arranging engineering for utilities and Road 4 North.
- *Incentive programs:* Staff will bring a full array of choices to Council to consider.

Town Manager Smith spoke about other things that needed to be reviewed, such as using the Town's Industrial Development Authority for funding, and water laws. The Town will need some outside expertise and will provide suggestions to Council in four to five weeks.

d) Status report and discussion regarding UDO amendments to provide relief to agri-businesses from certain development standards. (Ruth Mayday, Development Services Director)

Ms. Mayday reported that:

- Based on feedback received from agri-businesses owners and citizens at large, staff considered drafting amendments to the Unified Development Ordinance (UDO), Chapter 3: Zoning Districts and Chapter 4: General Regulations. Staff hosted a roundtable meeting on October 6, 2015. One member of the public attended, who commented on ADWR's water policy and not town regulation of agribusinesses.
- In reviewing the UDO, staff determined that there were some modifications that could be made for agribusinesses to grant relief from the current paving standard for parking (double chip seal), which was not conducive to agricultural uses, as it permanently removed land from ag production. Allowing an agribusiness to use an alternate dust free surface, or develop an alternate dust control plan would remedy dust complaints without permanently impacting land. If an agribusiness was inviting in the public, the

requirement for handicapped access would remain.

- Given the lack of response by the Agribusiness community, staff could only surmise that the development standards as they currently existed were generally sufficient and did not represent a significant barrier to growth. However, there were some adjustments that could be made to regulations that did not logically apply to such businesses.
- Staff intended to initiate a text amendment at the Commission's February 2, 2015 regular meeting, start the public hearing process in March, and bring the matter to Council in May.

Council suggested:

- Defining agribusiness in the UDO.
- Addressing hybrid business, such as agribusinesses that hosted weddings and horse events.
- Reaching out to the ag community once the UDO amendments were drafted.
- Ensuring that the UDO amendments did not override the need for a conditional use permit.

e) Consideration and possible action to adopt Ordinance No. 16-807, amending the Town Code, Title III Administration, Chapter 37 Elections, by amending § 37.021 Election of Mayor or Councilmember at Primary Election, to bring this section into alignment with recent amendments to Arizona Revised Statutes § 9-821.01. (Jami Lewis, Town Clerk)

Recommended Action: Adopt Ordinance No. 16-807, amending § 37.021 Election of Mayor or Councilmember at Primary Election.

Ms. Lewis reported that:

- Town Code § 37.021 provided that a mayor or council candidate could be elected at the primary election upon receiving a majority of all votes cast, and it set forth the basis of calculating whether a candidate had received such majority.
- In order to accommodate the new consolidated election ballot and the fact that the number of people voting in a consolidated election may not accurately reflect the number of people voting for local issues, A.R.S. § 9-821.01 was amended to provide an alternate method to calculate the number of votes to determine such majority. The Town Attorney also updated language in the ordinance to more closely reflect the statutes.
- Ordinance No. 16-807 will bring Town Code § 37.021 into alignment with these amendments to state law.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to adopt Ordinance No. 16-807, amending § 37.021 Election of Mayor or Councilmember at Primary Election.

Vote: 7 - 0 PASSED - Unanimously

f) Consideration and possible action to change the Council's study session schedule and select a date for the next ensuing study session. (Mayor Marley, Vice-Mayor Croft)

Recommended Action: Direct staff to amend the Council's study session schedule and schedule the next study session per discussion.

(This item was heard after item 6a but is retained here for clarity.)

Mayor Marley reported that he was requesting that Council consider moving study sessions from first and third Thursdays to third Tuesdays, thus reserving Tuesday evenings for Council business. In addition, the Agenda Review Team discussed holding the next study session on January 19 to discuss sewer system connection policy, UDO updates with regard to medical marijuana, and the draft Communications Plan and Policy.

Council discussed the pros and cons of the change. Town Clerk Lewis explained the lead time needed for meeting agenda items.

MOVED by Mayor Chris Marley, seconded by Councilmember Jack Miller to move study sessions from the first and third Thursdays to the third Tuesdays.

Vote: 6 - 1 PASSED

NAY: Councilmember Lon Turner

Council informed the public that the medical marijuana issue will now be on the January 19 study session, which will mainly be for Council to discuss the UDO amendment options proposed by the Planning and Zoning Commission.

Mayor Marley recessed the meeting at 6:30 p.m. reconvened at 6:42 p.m.

8) EXECUTIVE SESSION

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

a) Recess into and hold an executive session pursuant to A.R.S. § 38?431.03(A)(1) for discussions or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of the Town Attorney. (Mayor Marley, Vice-Mayor Croft)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to adjourn into executive session at 7:15 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley reconvened the regular meeting at 7:22 p.m.

9) ACTION ITEMS RESUMED

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

a) Consideration and possible action to approve the assignment of the Contract for Legal Services with Curtis Goodwin Sullivan Udall and Schwab, PLC for Town Attorney services to Gust Rosenfeld, PLC. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve the assignment.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the assignment.

Vote: 7 - 0 PASSED - Unanimously

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn the meeting at 7:23 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the ____ day of _____ , 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____ , 2015.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/26/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Action Item
Estimated length of staff presentation: 30 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 16-811, amending the Unified Development Ordinance, Chapter 2 Definitions, Section 2.1 Meaning of Words and Terms; Chapter 3 Zoning Districts, Sections 3.5 Agricultural/Residential (36 Acre Minimum), 3.6 Agricultural/Residential (5 Acre Minimum), Section 3.7 Agricultural/Residential (4 Acre Minimum), 3.15 Commercial Light, 3.16 Commercial Heavy, 3.17 Industrial; and Chapter 4 General Regulations, Section 4.31 Medical Marijuana Dispensaries, Cultivation Sites, and Infusion Facilities.

RECOMMENDED ACTION:

Motion to approve Ordinance No. 16-811, amending the Unified Development Ordinance related to regulating medical marijuana facilities as stated in the ordinance.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: none
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Ordinance 16-811

ORDINANCE NO. 16-811

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA, AS FOLLOWS: (1) AMENDING CHAPTER 3 ZONING DISTRICTS, BY AMENDING SECTIONS 3.5.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) ("AR-36"–AGRICULTURAL /RESIDENTIAL (36 ACRE MINIMUM)), 3.6.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) ("AR-5"–AGRICULTURAL /RESIDENTIAL (5 ACRE MINIMUM), 3.7.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) ("AR-4"-AGRICULTURAL /RESIDENTIAL (4 ACRE MINIMUM)), 3.15.2 PERMITTED USES ("CL"-COMMERCIAL LIGHT), AND 3.16.2 PERMITTED USES ("CH"-COMMERCIAL HEAVY), ALL RELATED TO DISALLOWING MEDICAL MARIJUANA DISPENSARIES, CULTIVATION, AND INFUSION FACILITIES AS A PERMITTED USE IN ALL ZONING DISTRICTS EXCEPT INDUSTRIAL; AND (2) BY AMENDING SECTION 4.31 MEDICAL MARIJUANA DISPENSARIES, OFF-SITE CULTIVATION SITES, AND INFUSION FACILITIES RELATED TO REGULATING THE LOCATION OF MEDICAL MARIJUANA FACILITIES, INCLUDING SEPARATION REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, after proper notice required by law and in accordance with ARS 9-462.04, the Planning and Zoning Commission held a citizen review meeting on November 3, 2015 and held public hearings on November 3, 2015, November 17, 2015, and December 1, 2015 during which the Commission took comment from the public and, after consideration and discussion, recommended seven optional amendments for approval by the Town Council; and

WHEREAS, the Town Council finds that reasonable regulations related to the location and operation of medical marijuana facilities is in the best interest of protecting the public's health, safety, and general welfare and consistent with the principles set forth in the Arizona Medical Marijuana Act;

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

Section 1. In General.

The Unified Development Ordinance of the Town of Chino Valley, Arizona, Chapter 3 Zoning Districts, Sections 3.5.3 Conditional Uses (Conditional Use Permit Required) ("AR-36" – Agricultural/Residential (36 Acre Minimum), 3.6.3 Conditional Uses (Conditional Use Permit Required) ("AR-5" – Agricultural/Residential (5 Acre Minimum)), 3.7.2 Permitted Uses ("AR-4" – Agricultural/Residential (4 Acre Minimum), 3.7.3 Conditional Uses (Conditional Use Permit Required) ("AR-4" – Agricultural/ Residential (4 Acre Minimum), 3.15.2 Permitted Uses ("CL"-

Commercial Light), and 3.16.2 Permitted Uses ("CH" - Commercial Heavy) are hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

3.5 "AR-36" – Agricultural/Residential (36 Acre Minimum)

* * *

3.5.3 Conditional Uses (Conditional Use Permit Required)

* * *

~~O. Medical Marijuana Cultivation Facilities, with or without infusion facilities, subject to the regulations set forth in Section 4.31.~~

3.6 "AR-5" – Agricultural/Residential (5 Acre Minimum)

* * *

3.6.3 Conditional Uses (Conditional Use Permit Required)

* * *

~~O. Medical Marijuana Cultivation Facilities, with or without infusion facilities, subject to the regulations set forth in Section 4.31.~~

3.7 "AR-4" – Agricultural/Residential (4 Acre Minimum)

* * *

3.7.3 Conditional Uses (Conditional Use Permit Required)

* * *

~~O. Medical Marijuana Cultivation Facilities, with or without infusion facilities, subject to the regulations set forth in Section 4.31.~~

3.15 "CL" – Commercial Light

* * *

3.15.2 Permitted Uses

* * *

~~AE. Medical Marijuana Dispensary, subject to the regulations set forth in Section 4.31.~~

~~AF. Medical Marijuana Off-Site Cultivation and Infusion Facilities subject to the regulations set forth in Section 4.31.~~

3.16 "CH" – Commercial Heavy

*** * ***

3.16.2 Permitted Uses

* * *

~~P. Medical Marijuana Dispensary, subject to the regulations set forth in Section 4.31.~~

Q. ~~Medical Marijuana Off Site Cultivation And Infusion Facilities, subject to the regulations set forth in Section 4.31.~~

The Unified Development Ordinance of the Town of Chino Valley, Arizona, Chapter 4 General Regulations, is hereby amended to amend Section 4.31 Medical Marijuana Dispensaries, Off-Site Cultivation Sites, and Infusion Facilities to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

4.31 Medical marijuana dispensaries, cultivation, and infusion facilities

* * *

D. The following separation requirements shall apply to all ~~dispensary~~ MEDICAL MARIJUANA facilities:

1. Five hundred feed (500') from any school, public or private.

2. Five hundred feet (500') from any public park, public building, or public community center.

3. Five hundred feet (500') from any drug or alcohol rehabilitation facility or correctional transitional housing facility.

4. Five hundred feet (500') from any residential zoning district~~. except that for cultivation and/or infusion facilities in an AR (Agricultural/Residential) zoning district, the separation shall be five hundred (500')feet.~~

* * *

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 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 4. Providing for Penalties

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of January, 2016 by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this 26th day of January, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 16-811 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 26th DAY OF JANUARY, 2016, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2016.

_____
Jami Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	El Charro Norte, 2879 Arizona Trail, Chino Valley (formerly Doreen's Bar & Restaurant)

AGENDA ITEM TITLE:

(i) Public Hearing regarding application from Amanda Cordoba for a new Series 12 (Restaurant) Liquor License for El Charro Norte, located at 2879 Arizona Trail, Chino Valley.
(ii) Consideration and possible action to recommend approval for a new Series 12 Liquor License for El Charro Norte.

RECOMMENDED ACTION:

(i) Hold Public Hearing.
(ii) Recommend approval for a new Series 12 Liquor License for El Charro Norte.

SITUATION AND ANALYSIS:

Issue Statement

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Applicable "Policy"

A.R.S. § 4-201 Licensing; application procedure in city, town or county; burden of proof

Satisfaction of "Policy"

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council will meet the statute's requirements by recommending that the state liquor board grant or deny the license.

Summary of Issues and Staff Rationale

Amanda Cordoba has applied with the state for a new Series 12 (Restaurant) Liquor License for El

Charro Norte. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Findings of Fact

- The Police and Planning Departments reviewed the application and recommended approval with no comments.
- Staff posted the establishment with the necessary notices to meet the required 20-day period from December 29, 2015 through January 26, 2016.
- As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

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

Attachments

El Charro Norte Application
Acceptable reasons to protest liquor license type applications
R19-1-702. Determining Whether to Grant a License for a Certain Location

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'15 NOV 24 Liq. Dept AM10:43

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- ☐ Interim Permit (Complete Section 5)
- ■ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
- ☐ Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

SECTION 2 Type of Ownership:
- ☐ J.T.W.R.O.S. (Complete Section 6)
- ☐ Individual (Complete Section 6)
- ☐ Partnership (Complete Section 6)
- ☐ Corporation (Complete Section 7)
- ■ Limited Liability Co (Complete Section 7)
- ☐ Club (Complete Section 8)
- ☐ Government (Complete Section 10)
- ☐ Trust (Complete Section 6)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license LICENSE # 121336644

1. Type of License: #12

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Cordoba (Last) Amanda (First) Maria (Middle)
2. Owner Name: ~~Christopher B. Haas~~ Neo Corso, LLC B1055638 (Ownership name for type of ownership checked on section 2)
3. Business Name: El Charro Norte B1017953 (Exactly as it appears on the exterior of premises)
4. Business Location Address: 2879 Arizona Trail (Street) Chino Valley (City), AZ (State) 86323 (Zip Code) Yavapai (County) (Do not use PO Box)
5. Mailing Address: 120 N. Montezuma St. (Street) Prescott (City) AZ (State) 86301 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: 928-899-1962 Daytime Contact Phone: 928-899-1962
7. Email Address: elcharronorte@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees:				
$100.00	—	$50.00	44	$ 194
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☑ Yes ☐ No

Accepted by: AP Date: 11-24-15 License # 121336644

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____
2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
(Print Full Name)

X _____
(Signature)

State _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My Commission Expires on: _____
Date

_____
(Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No
If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST
Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE
Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co
EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

☒ **L.L.C.** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

1. Name of Corporation/ L.L.C: Neo Corso, LLC
2. Date Incorporated/Organized: 10-20-2015 State where Incorporated/Organized: Arizona
3. AZ Corporation or AZ L.L.C File No: L20422161 Date authorized to do Business in AZ: 10-26-2015
4. Is Corp/L.L.C. Non Profit? ☐ Yes ☒ No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last First Middle	Title	Mailing Address City State Zip Code
Haas Christopher Blaine	Member	120 N. Montezuma Prescott AZ 86301

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last First Middle	%Owned	Mailing Address City State Zip Code
Haas Christopher Blaine	100	120 N. Montezuma Prescott AZ 86301

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) requested)

Last First Middle	Mailing Address City State Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____
2. Person/Designee: _____ _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____
Address: _____

3. License Type: _____ License Number: _____

SECTION 12 **Person to Person Transfer**

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____, _____.
Day Month Year

My commission expires on _____ _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses,

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: 2 1/2 miles
(if less than one (1) mile note footage)
Name of School: Heritage middle School
Address: 1076 N. Rd 1 West CHINOVALLEY, AZ 86323

2. Distance to nearest Church: ~~2062 AZ 89~~ 2 miles
(if less than one (1) mile note footage)
Name of Church: St. Catherine Labourne
Address: 2062 AZ 89 Av, AZ 86323 CHINO VALLEY

SECTION 14 Business Financials

1. I am the: ☒ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company
2. If the premise is leased give lessors: Name: Den Cor, LLC
Address: 3002 N. meadow Ln Prescott, AZ 86301
Street City State Zip
3. Monthly Rent/ Lease Rate: $ 2,500.00
4. What is the remaining length of the lease? 3 yrs _____ months
5. What is the penalty if the lease is not fulfilled? $_____ or other: _____
(Give details-attach additional sheet if necessary)
6. Total money borrowed for the Business not including lease? $ 0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Mexican Food Restaurant

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.
9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No
10. Is the premises currently license with a liquor license? ☐ Yes ☒ No

If yes, give license number and licensee's name:
License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☒ No

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☒ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

☒	Entrances/Exits	☒	Liquor storage areas	**Patio:**	☒ Contiguous
☐	Walk-up windows	☐	Drive-through windows		☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☒ Yes ☐ No

   If yes, what is your estimated completion date? January 1, 2015
   Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.

3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

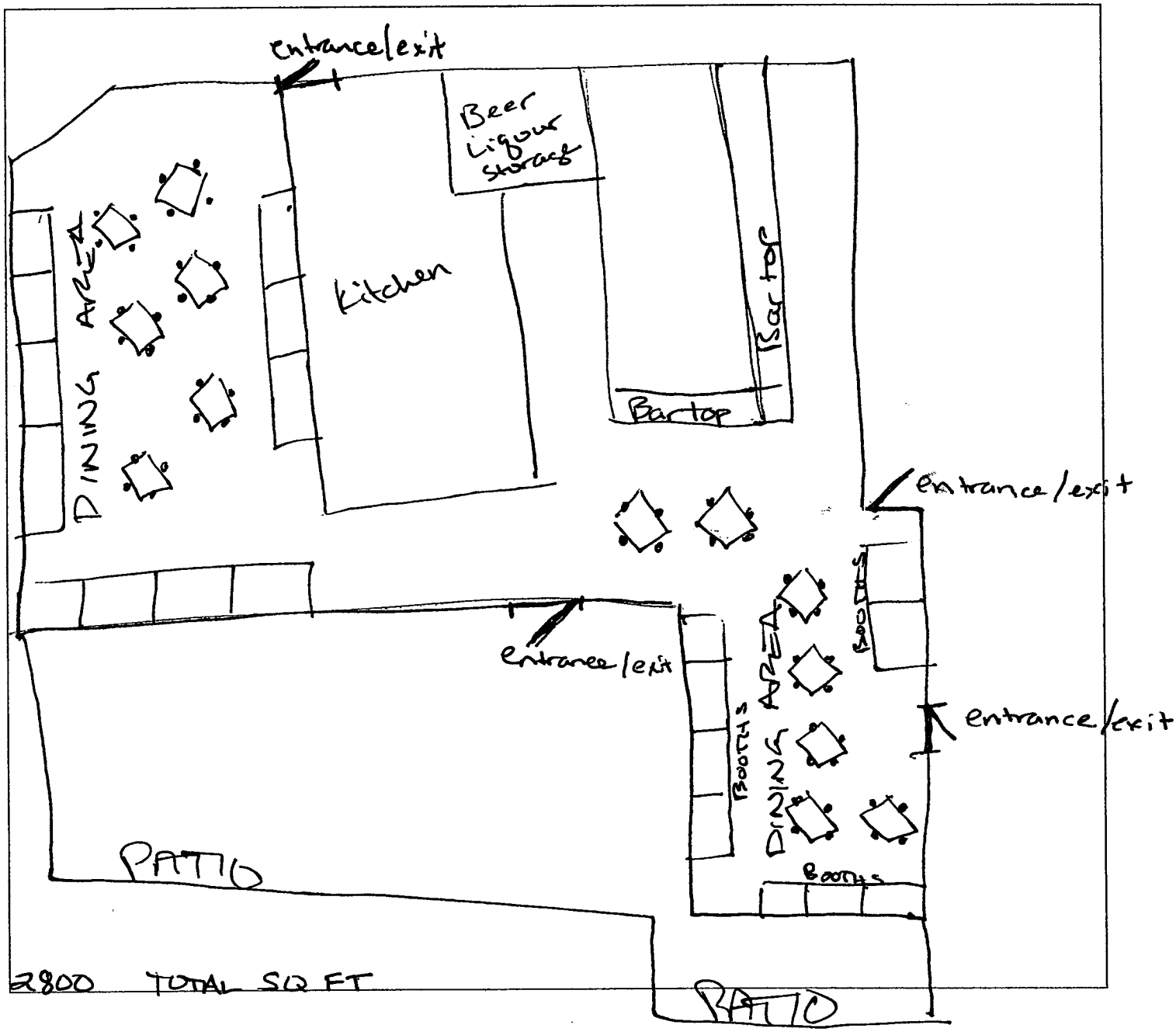
(Applicant's Initials)

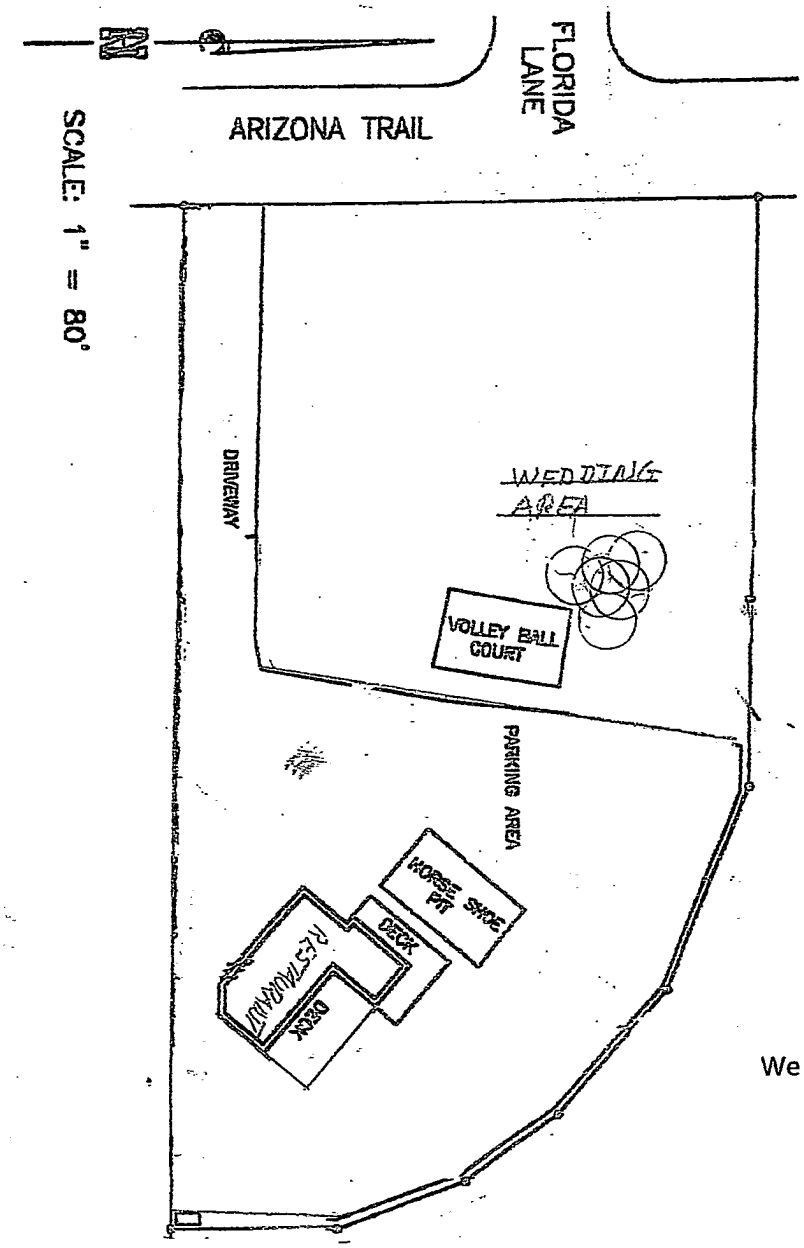
SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES





We are applying for indoor
and outdoor beverage sales
to include the restaurant,
the decks or patios,
the horseshoe pits,
the volleyball court,
and the treed wedding area.
We are a destination location on 2.35 acres
in a rural setting
surrounded by homes on acre parcels
to the West and a ranch on the East.
Our hours of operation will be from 11:00AM to 9:00PM.
Our primary focus will be family dining with an emphasis on group activities.

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) Amanda Maria Cordoba hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) _____

State of Arizona County of Yavapai

The foregoing instrument was acknowledged before me this

18th of November, 2015

Day Month Year

My commission expires on: 03-09-19

Signature of NOTARY PUBLIC

Estrella Villavicencio
Notary Public
Yavapai County, Arizona
My Comm. Expires 03-09-19

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

	Type of Application	Acceptable Protest
1	New License	May Protest Person and Location
2	Person Transfer	May Protest **"ONLY"** Person
3	Location Transfer	May Protest **"ONLY"** Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest

Arizona Laws and Regulations Relating to Granting a Liquor License for a Certain Location (pursuant to Arizona Revised Statute §4-201(I))

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Insurgent Brewing Company, 990 N. Highway 89, Unit B (formerly Mary's Cozy Home Furnishings, behind the dance studio)

AGENDA ITEM TITLE:

(i) Public Hearing regarding application from Robert Valenzuela for a new Series 3 (In-State Microbrewery) Liquor License for Insurgent Brewing Company, LLC, located at 990 N. Highway 89, Unit B, Chino Valley.
(ii) Consideration and possible action to recommend approval for a new Series 3 Liquor License for Insurgent Brewing Company, LLC.

RECOMMENDED ACTION:

(i) Hold Public Hearing.
(ii) Recommend approval for a new Series 3 Liquor License for Insurgent Brewing Company, LLC.

SITUATION AND ANALYSIS:

Issue Statement

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Applicable "Policy"

A.R.S. § 4-201 Licensing; application procedure in city, town or county; burden of proof

Satisfaction of "Policy"

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council will meet the statute's requirements by recommending that the state liquor board grant or deny the license.

Summary of Issues and Staff Rationale

Robert Valenzuela has applied with the state for a new Series 3 (In-State Microbrewery) Liquor License for Insurgent Brewing Company. This non-transferable liquor license allows for on and off-sale retail privileges for a licensed in-state microbrewery which produces more than 5,000 gallons, and less than 6,240,000, of beer during the 12-month reporting period (A.R.S. §205.08(B). Sales or beer produced by other microbreweries may not exceed 20% of the licensee's annual sales by volume on the licensed premises. With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery. Internet sale of beer is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer. The licensee must submit an annual production report to the Arizona Department of Liquor.

Findings of Fact

- The Police and Planning Departments reviewed the application and recommended approval with no comments.
- Staff posted the establishment with the necessary notices to meet the required 20-day period from December 29, 2015 through January 26, 2016.
- As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Insurgent Liquor License Application

Acceptable reasons to protest liquor license type applications

R19-1-702. Determining Whether to Grant a License for a Certain Location

---

'15 DEC 2 Liq. Dept PM 1:29

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- ☐ Interim Permit (Complete Section 5)
- ☑ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
- ☐ Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

SECTION 2 Type of Ownership:
- ☐ J.T.W.R.O.S. (Complete Section 6)
- ☐ Individual (Complete Section 6)
- ☐ Partnership (Complete Section 6)
- ☐ Corporation (Complete Section 7)
- ☑ Limited Liability Co (Complete Section 7)
- ☐ Club (Complete Section 8)
- ☐ Government (Complete Section 10)
- ☐ Trust (Complete Section 6)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license **LICENSE #** 03133022

1. Type of License: In - State Microbrewery

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Valenzuela (Last) Robert (First) Rene (Middle)
2. Owner Name: Insurgent Brewing Co. LLC (Ownership name for type of ownership checked on section 2)
3. Business Name: Insurgent Brewing Company (Exactly as it appears on the exterior of premises)
4. Business Location Address: 990 N. Highway 89, Unit B (Street) Chino Valley, (City) AZ (State) 86323 (Zip Code) Yavapai (County) (Do not use PO Box)
5. Mailing Address: 1850 N. Gizeorge Gorge Rd. (Street) Chino Valley (City) AZ (State) 86323 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: 928-925-4773 Daytime Contact Phone: 928-925-4773
7. Email Address: brewmaster@insurgentbrewingco.com
8. Is the Business located within the incorporated limits of the above city or town? ☑ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ N/A

Department Use Only

Fees: 100 (Application) ____ (Interim Permit) ____ (Site Inspection) 440 (Finger Prints) $ 140 (Total of All Fees)

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☑ Yes ☐ No

Accepted by: PC Date: 12/7/15 License # 03133022

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____
2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
(Print Full Name)

X _____
(Signature)

State _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My Commission Expires on: _____ _____
Date (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No
If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

☑ **L.L.C.** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

1. Name of Corporation/ L.L.C: Insurgent Brewing Co. LLC
2. Date Incorporated/Organized: 07/28/14 State where Incorporated/Organized: Arizona
3. AZ Corporation or AZ L.L.C File No: L9376409 Date authorized to do Business in AZ: 07/28/14
4. Is Corp/L.L.C. Non Profit? ☐ Yes ☑ No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last First Middle	Title	Mailing Address City State Zip Code
Valenzuela Robert Rene	Manager	1850 Gizeorge Gorge Rd Chino Valley AZ 86323
Valenzuela Laura Ann	Manager	1850 Gizeorge Gorge Rd Chino Valley AZ 86323

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last First Middle	%Owned	Mailing Address City State Zip Code
Valenzuela Robert Rene	50%	1850 Gizeorge Gorge Rd Chino Valley AZ 86323
Valenzuela Laura Ann	50%	1850 Gizeorge Gorge Rd Chino Valley AZ 86323
N/A		
N/A		

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____
2. Person/Designee: _____ _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____
Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____, _____.
Day Month Year

My commission expires on _____ _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: 2.8 miles
(if less than one (1) mile note footage)

Name of School: Del Rio Elementary School
Address: N. Road 1 West, Chino Valley AZ 86323

2. Distance to nearest Church: 3.1 miles
(if less than one (1) mile note footage)

Name of Church: Chino Valley Community Church
Address: 1969 N Highway 89 Chino Valley AZ 86323

SECTION 14 Business Financials

1. I am the: ☑ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company
2. If the premise is leased give lessors: Name: Paul D/Barbara J Williams & Leo D/Lorraine A Scott
Address: 1841 Meadowridge Road Prescott AZ 86305
(Street / City / State / Zip)
3. Monthly Rent/ Lease Rate: $ 1,400.00
4. What is the remaining length of the lease? 1 yrs ____ months
5. What is the penalty if the lease is not fulfilled? $____ or other: See attachment
(Give details-attach additional sheet if necessary)
6. Total money borrowed for the Business not including lease? $ N/A
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
N/A							
N/A							
N/A							
N/A							

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Produce, sell, and distribute craft beer.

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☑ No If yes, attach explanation.
9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☑ No
10. Is the premises currently license with a liquor license? ☐ Yes ☑ No

If yes, give license number and licensee's name:
License #: ____ Individual Owner /Agent Name: ____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☐ No

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

_____
(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

_____
(Applicant's Initials)

SECTION 16 Diagram of Premises
Check ALL boxes that apply to your business:

☑ Entrances/Exits ☑ Liquor storage areas **Patio:** ☐ Contiguous

☐ Walk-up windows ☐ Drive-through windows ☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☑ Yes ☐ No
   If yes, what is your estimated completion date? 02/01/16
   Month/Day/Year
2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

RN LU
(Applicant's initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

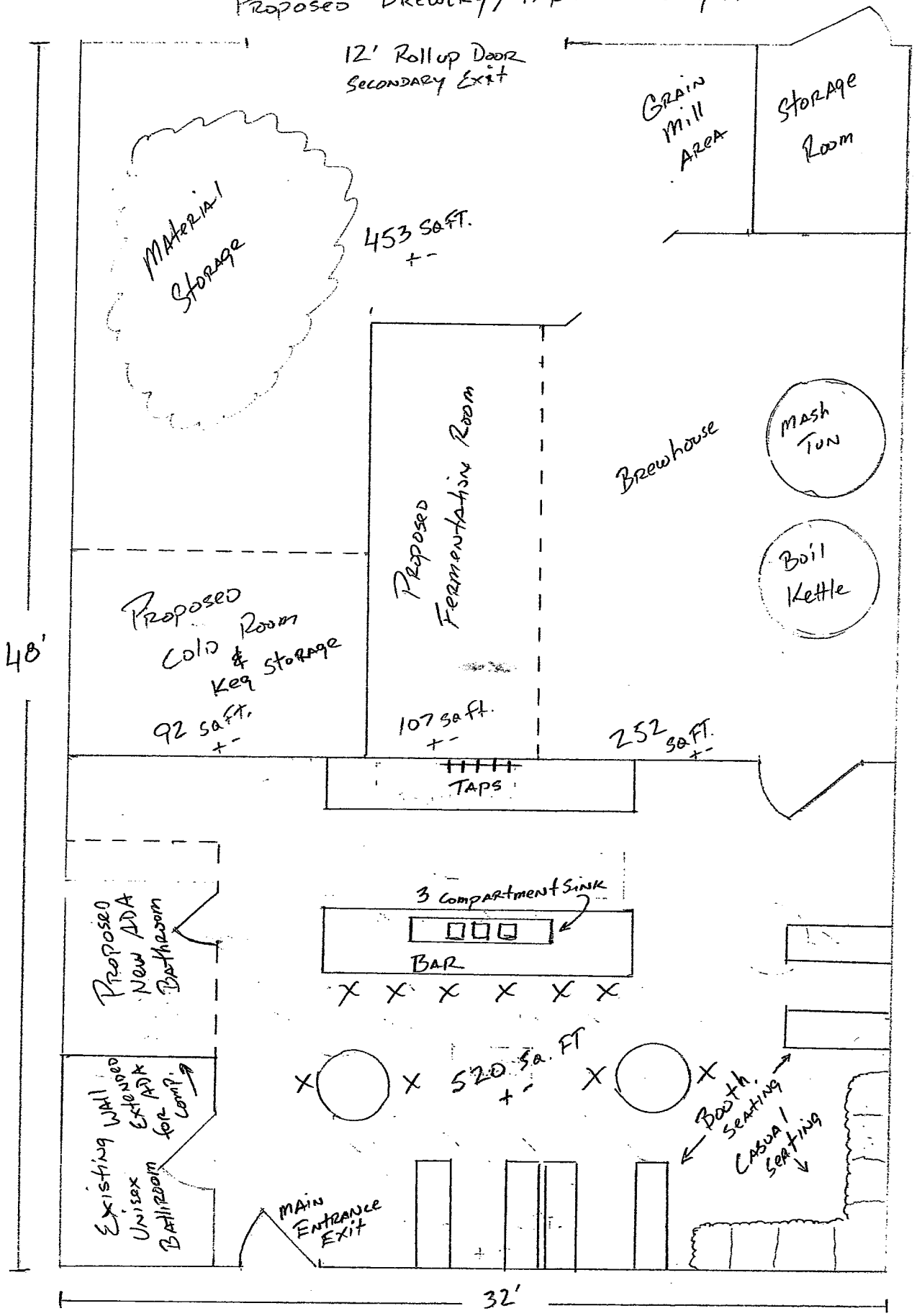
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

Diagram Attached

N

Proposed Brewery/Tap Room Layout



Total Sq Ft. = 1536

Scale 3/16" = 1'

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) Robert Rene Valenzuela, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) _____

State of Arizona County of Yavapai

Genevieve V. LeQuesne
Notary Public- Arizona
Yavapai County
My Comm. Expires: 7/17/18

The foregoing instrument was acknowledged before me this

23 of November, 2015

Day Month Year

My commission expires on: 7/17/18

Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

	Type of Application	Acceptable Protest
1	New License	May Protest Person and Location
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3	Location Transfer	May Protest **"ONLY"** Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest

Arizona Laws and Regulations Relating to Granting a Liquor License for a Certain Location (pursuant to Arizona Revised Statute §4-201(I))

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/26/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 16-809, amending the Town Code, Title III Administration, Chapter 34 Municipal Court, Subchapter Municipal Court Fees, Sections 34.20 Authority to Set Fee Amounts, 34.21 Establishment of Funds and Allocation of Fees, and 34.22 Establishment of Court Fees.

RECOMMENDED ACTION:

Motion to approve Ordinance No. 16-809.

SITUATION AND ANALYSIS:

Issue Statement

Pursuant to Section 34.20(A), the Presiding Magistrate has recommended several changes to the fees currently being charged by the Town and the adoption of new fees not currently provided for in the Town Code.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

The Presiding Magistrate has recommended revisions to the current fee structure that requires changes to the Town Code. The fees proposed were posted according to law. In order to complete the process and update the Town's court fees, a Code amendment is required. The proposed amendments have the following effects:

- Section 34.20(A): Correct an error to make the provisions applicable to all of Chapter 34 - not just Section 34.20;
- Section 34.20(C): Bring the notice requirements into conformity with Arizona state law;
- Section 34.31: Reflect revisions in the types of fees provided for in Section 34.22;
- Section 34.22:
    - Delete the Jail Reimbursement Fee;

- Revise the wording of the Warrant fee;
- Change the name of the "Suspension Fee" to "Suspended License Fee";
- Delete Municipal Court time payment fee;
- Delete Debit card transaction fee;
- Delete House Arrest Fee;
- Renumber Traffic case processing fee;
- Add NSF Service Fee, Research Fee, Case File Copies Fee, Deferred Prosecution Fee, Suspended Sentencing Fee, and Indigent Defense Fee.

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 16-809

ORDINANCE NO. 16-809

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TOWN CODE OF THE TOWN OF CHINO VALLEY, ARIZONA, TITLE III: ADMINISTRATION, CHAPTER 34: MUNICIPAL COURT, SUBCHAPTER MUNICIPAL COURT FEES, BY AMENDING SECTIONS 34.20: AUTHORITY TO SET FEE AMOUNTS, 34.21 ESTABLISHMENT OF FUNDS AND ALLOCATION OF FEES, AND 34.22 ESTABLISHMENT OF COURT FEES RELATED TO UPDATING THE MUNICIPAL COURT FEES BY REVISING THE NOTICE REQUIREMENTS TO COMPLY WITH STATE LAW, ESTABLISHING NEW FEES AND ELIMINATING SOME EXISTING FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

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

Section 1. In General.

The Town Code of Chino Valley, Arizona, Title III: Administration, Chapter 34: Municipal Court, Subchapter Municipal Court Fees, Section 34.20 Authority to Set Fees is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

§ 34.20 Authority to Set Fee Amounts.

(A) *Presiding magistrate to set and submit to Council.* The amount to be charged by Municipal Court for all fees set forth in this ~~section~~CHAPTER is to be set by the Presiding Magistrate of the Municipal Court and submitted by resolution to the Town Council for approval. Fees can not be changed more often than every six months.

* * *

(C) *Automatic annual adjustment.* On July 1 of each year, commencing in 2007, the amount of the Municipal Court fees to be paid to the town pursuant to this section shall be increased by the percentage change in the annual average of the *Engineering News Record* (ENR) index between the prior 2 calendar years. The Finance Director shall make the required calculation by April 1 of each year, and the amount of the Municipal Court fees for the next 12-month period, beginning July 1 of that year, as calculated by the Finance Director based upon such calculation, without the necessity of further action by the Council. In no event shall the amount of the Municipal Court fees be reduced based upon a change in the ENR index. No later than ~~30~~60 days ~~after~~prior to the Municipal Court fees ~~are~~BEING adjusted each year as provided in this section, the Town Clerk shall cause THE PROPOSED FEES to be ~~published~~POSTED

ON THE TOWN'S HOME PAGE~~a public notice setting forth the amount of the adjusted Municipal Court fees~~. ~~Such notice shall be published 1 time in a newspaper of general circulation in the town, provided, however, that the failure of the Clerk to cause such notice to be published shall not affect the validity of the adjustment to Municipal Court fees as made by the Finance Director pursuant to this section.~~ In the event the ENR index information for the prior calendar year~~s~~ is unavailable by April 1, the Municipal Court fees as previously fixed for the prior fiscal year (July 1 to June 30) shall continue in effect until such time as the ENR index for the prior year is available;~~ and~~ the Finance Director makes the required calculation; AND THE PROPOSED FEES ARE POSTED ON THE TOWN'S HOME PAGE FOR AT LEAST 60 DAYS PRIOR TO BECOMING EFFECTIVE.

The Town Code of Chino Valley, Arizona, Title III: Administration, Chapter 34: Municipal Court, Subchapter Municipal Court Fees, Section 34.21 Establishment of Funds and Allocation of Fees is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in strikeout):

§ 34.21 Establishment of Funds and Allocation of Fees.

* * *

(B) Municipal Court Collection Account. There is hereby established a Municipal Court Collection Account, which shall be used exclusively to enhance the technological, operational, and security capabilities of the Municipal Court collection program. The Court Collection Account shall be established as an interest bearing account in accordance with town policies and procedures. The Municipal Court shall collect ~~probation client, Municipal Court time payment,~~ warrant AND~~, suspension~~ SUSPENDED LICENSE~~, and house arrest~~ fees as ~~defined in this section~~SET FORTH IN SECTION 34.22 OF THIS CODE and deposit them in the court collection account on a monthly basis.

~~(C) Jail reimbursement fee. All jail reimbursement fees shall be distributed to the Yavapai County jail district to defray expenses incurred from defendants in custody.~~

~~(D)~~(C) Traffic case processing fee. All such fees shall be distributed to the town's General Fund.

~~(E)~~(D) Allocation of fees. All current and future fees not designated to be deposited in a specific account, as defined in this section, are to be included in the court's monthly remittance to the town's general account as reimbursement for costs of court operations.

The Town Code of Chino Valley, Arizona, Title III: Administration, Chapter 34: Municipal Court, Subchapter Municipal Court Fees, Section 34.22 Establishment of Court Fees is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in strikeout):

§ 34.22 Establishment of Court Fees.

(A) The following fees are hereby established to be collected by the Municipal Court:

~~(A) *Jail reimbursement fee*. Any person who has been convicted of a misdemeanor criminal offense in the Municipal Court and sentenced to a term of~~

~~incarceration in the county jail, or any other detention facility authorized by law and approved by the court, as a part of any fine imposed by the Municipal Court in connection with the sentencing, may be required to reimburse the county for all or any part of the actual expenses the town has or will incur to the county or other authorized detention authority by reason of the incarceration. The maximum amount ordered for reimbursement under this section shall not exceed the number of days the misdemeanant is actually incarcerated in the county jail or detention facility, multiplied by the prevailing per diem rate, plus the booking fee, charged to the county at the time that the misdemeanant is incarcerated.~~

~~(B)~~(1) *Court improvement fee*. ~~The Municipal Court shall collect~~ a court improvement fee ~~which~~ shall be applied by ~~the Municipal Court on~~TO each case in which fines, sanctions, penalties, and assessments are imposed by the Municipal Court. The improvement fee shall also apply to fees collected for court authorized diversion programs. "Court Authorized Diversion Program", as used in this section, means a program in which an individual charged with any civil, criminal, or petty offense is not prosecuted for the offense on successful completion of an authorized diversion program and includes authorized defensive driving courses.

~~(C) *Probation client fee.* Any person who has been convicted of a criminal misdemeanor, petty offense, or local code violation in the Municipal Court and sentenced to a term of probation, may, as part of any fine imposed by the Municipal Court in connection with the sentencing, be required to pay a user fee to the town to help defray the cost of probation services as provided by the Municipal Court. The minimum amount ordered for reimbursement on summary or supervised probation under this section shall be established on a per month basis for each month or part thereof that the defendant is sentenced to probation.~~

~~(D)~~(2) *Warrant fee.* ~~The Municipal Court shall collect~~ a warrant fee SHALL BE IMPOSED for each warrant issued by the court. Any person who has a warrant issued by the court for failure to appear, failure to comply with a court order, or any other warrant from the bench shall be required to pay this fee to the town for the cost of issuing and servicing the warrant.

~~(E)~~(3) ~~Suspension~~SUSPENDED LICENSE fee. ~~The Municipal Court shall collect a suspension~~A SUSPENDED LICENSE fee SHALL BE IMPOSED for each ~~suspension on a~~ driver's license SUSPENSION issued by the court. Any person who has had a suspension issued by the court for failure to pay a civil traffic fine or for any other reason shall be required to pay this fee to the town for the cost of issuing and servicing the suspension. ~~This fee shall be applied to each suspension issued.~~

~~(F) *Municipal Court time payment fee.* The Municipal Court shall collect a Municipal Court time payment fee for each time payment plan that is issued by the court. Any person who has had a time payment plan issued by the court for failure to pay a civil or criminal fine on the date of the imposition of said fine shall pay this fee to the town for the cost of issuing and servicing the time payment plan. This fee shall be applied to each time payment plan issued.~~

~~(G) *Debit card transaction fee.* The Municipal Court shall collect a debit/credit card transaction fee for each time a debit/credit card is used to pay any payment to the Municipal Court. Any person who uses a debit/credit card to pay any payment shall be required to pay this fee to the town for the cost incurred by the Court in processing a debit/credit card payment. This fee shall apply to each debit/credit card transaction.~~

~~(H) *House arrest fee.* The Municipal Court shall collect a house arrest fee for each house arrest order issued and implemented by the Court. Any person ordered to participate in the house arrest program shall be required to pay to the town the cost of implementing and monitoring the house arrest. This fee shall apply to each house arrest order and implementation. This fee shall be in addition to any fees and costs assessed by the house arrest service provider.~~

~~(I)~~(4) *Traffic case processing fee*. The Municipal Court shall collect a traffic case processing fee, in addition to the fine imposed by the Court, upon the finding of responsibility or guilt for a traffic violation. For purposes of this section, "Traffic Violation" means a violation of Title VII of this code of ordinances, entitled "Traffic Code," relating to traffic movement or control; or Arizona Revised Statutes, Title 28, as follows: (i) Chapter 3, Articles 1-15; (ii) Chapter 4; (iii) Chapter 5; (iv) Chapter 7, Article 5; (v) Chapter 8, Articles 4, 6 and 8; (vi) Chapter 9, Article 4; or (vii) Chapter 25, Article 3, except for federal licensing, registration and insurance disclosure requirements pursuant to A.R.S, §§ 28-8271, 28-8272 and 28-8275, as may be amended from time to time. The Court shall impose a single traffic case processing fee per case, regardless of the number of traffic violations arising out of any one case or complaint.

(4) *NSF SERVICE FEE.* AN NSF SERVICE FEE SHALL BE APPLIED TO ANY PERSON WHO ISSUES A CHECK TO THE COURT IN PAYMENT OF A FEE OR FINE WHERE THE CHECK IS RETURNED BY THE FINANCIAL INSTITUTION FOR INSUFFICIENT FUNDS

(5) *RESEARCH FEE.* A RESEARCH FEE SHALL BE REQUIRED OF ANY PERSON WHO REQUESTS EXTENSIVE RECORDS SEARCHES AND CASE FILE COPYING WHO IS NOT A VICTIM OF THE CRIME ALLEGED BY THE CASE OR COMPLAINT FOR WHICH HE IS REQUESTING RECORDS. THE FEE SHALL BE PAID PRIOR TO THE PERSON RECEIVING THE RECORDS REQUESTED UNLESS PRIOR ARRANAGEMENTS HAVE BEEN MADE WITH THE COURT ADMINISTRATOR DUE TO EXTENUATING CIRCUMSTANCES.

(6) *CASE FILE COPIES FEE.* A CASE FILE COPIES FEE SHALL BE CHARGED TO ANY PERSON WHO IS A NON-PARTY TO A LAWSUIT WHO REQUESTS A COPY OF THE CASE FILE. THE CASE FILE COPIES FEE SHALL BE PER PAGE OF COPIES PROVIDED.

(7) *DEFERRED PROSECUTION FEE.* A DEFERRED PROSECUTION FEE SHALL BE ASSESSED ON EVERY DEFENDANT WHO ENTERS A DEFERRED PROSECUTION AGREEMENT WITH THE MUNICIPAL COURT.

(8) *SUSPENDED SENTENCING FEE.* WHEN A PERSON'S SENTENCE IS SUSPENDED BY THE COURT, THE PERSON SHALL PAY TO THE COURT A SUSPENDED SENTENCING FEE.

(9) *INDIGENT DEFENSE FEE.* AN INDIGENT DEFENSE FEE SHALL BE ADDED BY THE COURT TO SENTENCING TERMS WHEN A DEFENDANT IS REPRESENTED IN COURT BY A PUBLIC DEFENDER.

~~(J)~~(B) If a person has been found by the Municipal Court to be indigent, the Municipal Court Magistrate may reduce the amount of any fee set forth in this section based upon the individual's ability to pay.

~~(K)~~(C) In addition to any other remedies which may be allowed by law, the Town Attorney is authorized to institute civil legal proceedings in any court of competent jurisdiction to recover any fee owing under this section.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of January, 2016 by the following vote:

AYES: _____ ABSENT: _____

NAYS: _____ ABSTAINED: _____

APPROVED this 26th day of January, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____

Phyllis L.N. Smiley, Town Attorney

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Ronda Apolinar, Court Administrator Phone: 928-636-2646 x-1289
Department:	Municipal Court
Item Type:	Action Item
Estimated length of staff presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution 16-1075 to amend, update and revise the fees currently in use by the Chino Valley Municipal Court. (Catherine J. Kelley, Presiding Magistrate.)

RECOMMENDED ACTION:

Adopt Resolution 16-1075 amending, updating and revising the fee schedule for the Chino Valley Municipal Court.

SITUATION AND ANALYSIS:

Issue Statement

Section 34.20 of the Chino Valley Code of Ordinances provides that court fees are to be set by the Presiding Magistrate of the Municipal Court and sent to the Council for approval by resolution not more often than once every six months. The last time the appropriateness of fees was studied by the court and revisions made by the Town Council was in 2009.

In October of 2015, Court staff reviewed the fee schedule and updated it. The changes proposed include eliminating some fees, adding several fees that would be helpful to both the Prosecution and the Court, lowering one fee and raising several others bringing Chino Valley's Court fees in line with other Yavapai County courts' fees.

Arizona law requires proposed fees to be posted on the Town's home page for at least 60 days prior to approval by the Council. The proposed changes were posted on the homepage of the Town's website beginning on November 11, 2015. Additionally, the Chino Valley Review ran an article on the proposed changes entitled "Chino Valley courts to raise fees" on December 16, 2015. (To which there were no comments.)

With the overriding understanding that court fees are only assessed on cases in which a person has received a traffic citation or is a defendant in a criminal action, court fees fall into four different categories.

The first category is fees that apply to administrative matters. There are three of this type of fee: the NSF service fee, the Research fee and the copying fees. The NSF fee is being raised from $27 to $35 to reflect the actual charges that the court incurs when an insufficient funds check is received. The Research fee is being lowered from $27 to $17 to align with the statutory amount set for the Justice Courts and the other Municipal courts in Yavapai County. The copying fees of $.50 per page will remain the same.

The second category of fees is those that impact civil traffic violations. There are three of these. They are the Court Improvement Fee, the Suspended License fee and the Traffic Case Processing fee. The Traffic Processing fee of $15 will remain the same. The other two fees will increase slightly to offset the taxation imposed by the State on those fees and to more closely align with neighboring jurisdictions. (Taxation is at a rate of 83%.) The Court Improvement fee will increase from $27 to $40 and the Suspended License fee will increase from $27 to $50.

The third category of fees is those that impact criminal cases. These fees include those listed above when relevant and a Warrant fee, Jail fees, Deferred Prosecution and Suspended Sentencing fee and an Indigent Defense Fee. The Warrant fee and Jail fee are not new. For those courts who have a warrant fee, Chino Valley's was the lowest fee, and did not reflect in any way even the partial costs associated with the issuance of a warrant. That fee is being increased from $27 to $100. In almost every case, a defendant has complete control over the issuance of this fee. If they comply with court orders, this fee is never levied.

The Deferred prosecution and Suspended Sentence fees apply only to cases where charges are going to be dismissed without the entry of a guilty judgment on the record. Although the fee amounts may vary between $0 and $500, generally this fee will be $125 to cover the administrative costs of monitoring the files for compliance and ultimate dismissal.

The Indigent Defense Fee allows the court to charge those indigent defendants capable of contributing to the cost of their legal defense up to $375 (which is the contract amount the Public Defender is paid per case.)

The fourth category is a set of fees that will be eliminated due to the fact that they have not been used to date. These are the Debit Card Transaction fee, the Court Collection Service Fee, the Probation and House Arrest fees and Payment fees. Several of these fees attach to cases but from different sources and several anticipated the court becoming involved in essentially supervised probation which it never did and does not anticipate doing in the near future.

As amending, updating and revising these fees is in the best interests of the residents of the Town and brings the Town's fee schedules into closer alignment with surrounding jurisdictions, your Magistrate recommends approval of Resolution No. 16-1075.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: none
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Resolution 16-1075

RESOLUTION NO. 16-1075

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, COUNTY OF YAVAPAI, ARIZONA, AMENDING, REVISING, AND ESTABLISHING NEW FEES FOR THE MUNICIPAL COURT AS AUTHORIZED BY CHAPTER 34 OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO MUNICIPAL COURT FEES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Town of Chino Valley Town Code § 34.20, the Town Presiding Magistrate shall set fees for the Municipal Court and that such fees shall be submitted to the Town Council for approval by resolution; and

WHEREAS, the Town of Chino Valley, Arizona has previously adopted municipal court fees related to providing court services; and

WHEREAS, the Town desires to amend, revise and establish new fees to update them to address the current needs and requirements of the Town of Chino Valley Municipal Court; and

WHEREAS, a Notice of Intent to Increase Municipal Court Fees, in compliance with A.R.S. § 9-499.15, was posted on the homepage of the Town's website for at least sixty days before the date of approval of this Resolution,

NOW THEREFORE, BE IT RESOLVED by the Common Council of the Town of Chino Valley, Arizona, that the Table of Municipal Court Fees is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

Fee Type	Fee Amount	When Assessed
Court Improvement Fee	$ ~~27.00~~ 40.00	Assessed to all Court cases.*
Warrant Fee	$ ~~27.00~~ 100.00	Assessed to cases when a new arrest warrant is issued.
~~Payment Plan Fee~~	~~$ 27.00~~	~~Assessed to cases if a payment plan is arranged when sentence is imposed.~~
Suspended License Fee	$ ~~27.00~~ 50.00	Assessed to default or failure to pay cases where a license suspension is ordered through Motor Vehicle Division.
~~Probation Fee~~	~~$ 27.00~~	~~Assessed to cases sentenced to Probation.~~

Fee Type	Fee Amount	When Assessed
~~House Arrest Fee~~	~~$27.00~~	~~Assessed to cases sentenced to the House Arrest Program.~~
NSF Service Fee	$ ~~27.00~~ 35.00	Assessed to cases where payment by check is returned by financial institution for insufficient funds.
Research Fee	$ ~~27.00~~ 17.00	Assessed to requests for extensive records searches, case file copying, copying of recorded court proceedings.
Request for Case File Copies	$ 0.50 per page	Assessed to any non-party request for copies of a case, except governmental agencies.
Traffic Case Processing Fee	$15.00	Assessed to violations of the State Transportation statute or Town traffic code relating to traffic movement or control.
JAIL REIMBURSEMENT FEE	$ 150.00 1ST DAY; $ 70.00 PER DAY THEREAFTER	PURSUANT TO TOWN CODE § 34.22(a), THIS FEE IS ASSESSED TO ANY PERSON CONVICTED OF A MISDEMEANOR AND SENTENCED TO A TERM OF INCARCERATION IN THE COUNTY JAIL OR OTHER DETENTION FACILITY.
DEFERRED PROSECUTION FEE	$0.00 - $500.00	ASSESSED WHEN A DEFENDANT ENTERS A DEFERRED PROSECUTION AGREEMENT.
SUSPENDED SENTENCING FEE	$0.00 - $500.00	ASSESSED WHEN A DEFENDANT'S SENTENCE IS SUSPENDED.
INDIGENT DEFENSE FEE	$375.00	ASSESSED WHEN A DEFENDANT IS REPRESENTED IN COURT BY A PUBLIC DEFENDER.
~~Debit Card Transaction Fee~~		
~~Court Collection Service Fee~~		

* Defendants attending Defensive Driving School, receive a dismissal of a charge, or are found not guilty or not responsible at time of trial or hearing will not be assessed court

improvement fee if the citation has only one charge. All other cases will be assessed a court improvement fee.

BE IT FURTHER RESOLVED that all parts of any resolution in conflict with the provisions of this Resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution 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.

BE IT FURTHER RESOLVED that the fees set forth herein shall become effective thirty (30) days after the approval of this Resolution.

PASSED AND ADOPTED by the Common Council of the Town of Chino Valley, Arizona, this 26th day of January, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1075 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on January 26,

2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami Lewis, Town Clerk
Town of Chino Valley, Arizona

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/26/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Action
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Mayor, on behalf of the Council, to sign a letter of protest to Governor Ducey and other state officials regarding budget cuts to the Joint Technical Education District (JTED) educational program.

RECOMMENDED ACTION:

Authorize the Mayor, on behalf of the Council, to sign the letter of protest.

SITUATION AND ANALYSIS:

Issue Statement

It came to the attention of Councilmember Mike Best that the Governor's proposed budget will negatively affect the Joint Technical Education District (JTED) program's funding. Mayor Marley is asking Council to authorize him to sign a letter on behalf of the Council protesting this.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Staff contacted the local JTED #2 office to obtain further information. Mr. Howard Moody, Finance Director of the Mountain Institute JTED #2 (MIJTED2), forwarded an email (attached) from Jeramy Plumb, Superintendent of the MIJTED #2, who indicated the change in funding allocation for JTEDs in the Governor's budget is insufficient to keep them operating. He recommends that those who oppose this budgetary change contact the legislators listed in the email to express their support for restoring full funding for the JTEDs.

Mr. Moody stated that if funding is not restored, the JTED programs statewide will be gone with 3-5 years. In Yavapai County, the high school graduation rate is 72%, while it is 92% for JTED students, and JTED grads are more likely to obtain an Associate's or Bachelor's degree. He recommends that JTED supporters contact legislators via phone or letter.

Findings of Fact

- The governor's budget reduces funding and changes the funding structure to JTEDs.
- The Mayor desires the Council to authorize him to sign a letter to legislators protesting this change.

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Email from JTED
About MIJTED
MIJTED Vision & Mission
MIJTED Detailed History
JTED Daily Courier Article 4-6-15
JTED Tucson Sentinel article 3-4-15

From: Howard Moody [mailto:Howard.Moody@mijted.net]
Sent: Tuesday, January 19, 2016 10:03 AM
To: Amy Pyeatt-Lansa
Cc: Jeramy Plumb
Subject: FW: JTED Funding UPDATE - Governor's Budget Released
Importance: High

As we discussed. We understand that legislators may not value email contacts. They put much wore weight on phone calls or letters over email.

Please let me know if you or the Mayor have any questions. Thanks.

Howard Moody
Finance Director
Mountain Institute JTED No. 02
3003 Centerpointe East Drive
Prescott, AZ 86301
email howard.moody@mijted.net/
928.771.0791 ext. 1003
623.363.9627 (cell)

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From: Jeramy Plumb
Sent: Friday, January 15, 2016 6:30 PM
Subject: JTED Funding UPDATE - Governor's Budget Released
Importance: High

JTED Colleagues and Partners,

The Governor's budget is out and the allocation for JTEDs is $10 million a year for three years for a grant program to reward JTEDs who partner with business and industry. This is a total of $30 million in grants over three years.

While we appreciate the language in the Budget Summary supporting JTEDs and the importance of the work we do, the funding proposal is inadequate and unworkable. An injection of $10 million a year through a grant will not provide the JTEDs the funding necessary to continue their existence. All of the JTEDs currently have highly successful programs partnering with the business and industry sectors important to each community. It is unclear what the benefit would be to a grant program which creates winners and losers rather than providing the support necessary to allow each of the JTEDs to continue to operate and succeed. This proposal will leave MIJTED with a $250,000 budget deficit, forcing the closure of buildings and programs for the fall semester of 2016.

Following the release of the Governor's budget today it is clear that we still have a great deal of work ahead of us. Below are a few of my biggest concerns:

1. Rural Arizona JTEDs will have limited access to the proposed funding due the lack of large scale business and industry in their rural areas. In addition, it is naive to think our local region would ever be able to employ the 6000+ JTED eligible students in Yavapai County. The honest truth is the vast majority of our JTED students who earn certifications do not stay in Yavapai County, they pursue their career interests both inside and outside of Arizona.

2. If I understand the proposal correctly, JTEDs will not only compete against one another for the new grant funds, but will also compete with public schools (our member districts) as well as Charter schools. This structure has the potential to create wide spread inequalities in funding, which moves us even farther away from fair and equitable funding for all schools and JTEDs.

3. The proposed budget also calls for Business and Industry to provide in-kind contributions with an effort to "self-sustain" within three years. While this sounds like a great idea for some, clearly it will further separate the Rural areas of Arizona from the larger metropolitan areas of Phoenix and Tucson. With the aforementioned lack of business and industry in rural Arizona, especially those in high need areas, many JTEDs will still be forced to close facilities and programs.

It is my understanding the Legislature (both House and Senate) will continue to work and fight for the full restoration of 30 Million in JTED funding. We are greatly appreciative of the wide spread bi-partisan support and will continue to work closely with legislators to provide factual information and answer members questions as they arise.

It is critical those of us who recognize the value and accomplishments of our JTEDs let our legislators know the Governor's proposal will not work to keep JTEDs alive. We need to make our voices heard very quickly to be sure that everyone understands our current JTED/CTE programs cannot survive the $30 million cut mandated by law. $10 million in grants would keep a few programs open but many more will be closed, leaving students in rural districts with no options for their elective courses, increasing high school dropout rates, and forcing schools to lay off teachers. This will result in eliminating options for students to prepare for meaningful careers out of high school thus reducing the qualified labor force and making Arizona less attractive to potential employers.

Please reach out to your business and industry contacts to let them know what the Governor has proposed. I urge you to contact legislators to voice your concerns and insist they support the continuation of the full $30 million per year in funding across all JTEDs. Please also take a moment to thank Karen Fann for sponsoring the JTED restoration bill in the House, and representative Campbell and Senator Peirce for their relentless support.

I appreciate your support and efforts,

Jeramy

Jeramy R. Plumb
Superintendent
Mountain Institute JTED #2

President Andy Biggs - abiggs@azleg.gov
Arizona State Senate
1700 W. Washington
Room 205
Phoenix, AZ 85007
Phone Number: (602) 926-4371
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Speaker David M. Gowan Sr. - dgowan@azleg.gov
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Phoenix, AZ 85007
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About Mountain Institute

JTED is an abbreviation for Joint Technical Education District. Currently, there are thirteen JTEDs throughout the state of Arizona. The JTED functions as an independent school district with its own elected governing board, known as "Mountain Institute."

The Mountain Institute (MI) JTED was approved by voters in the November 2008 general election and began classes in August for the 2009-2010 school year.

Mountain Institute provides enhanced Career and Technical Education (CTE) courses for students within seven individual school districts (Western Yavapai County): Ash Fork, Bagdad, Chino Valley, Humboldt, Mayer, Prescott and Seligman. These districts have access to additional funding as part of the JTED. This funding provides students access from all districts to Career and Technical Education courses that is significantly greater than any individual district can provide. Charter school and home school students are also encouraged to participate in JTED programs.

Voter Tax Dollars Generated (New Tax Bill Info)

- The local contribution is nominal and limited by state statute.
- The formula calls for a maximum rate of $5.00 per $100,000 of a property's estimated market value.
- A home worth $200,000 funds JTED at $10.00/year.
- State general fund monies also contribute to the JTED's budget.

Funding is used to develop new programs, remodel and upgrade existing programs, and procure new CTE equipment and technology such as state of the art equipment for Transportation Technology and Welding programs. Students have access to college credits through dual enrollment of 6 to 24 credits, the tuition for which is paid for by MI. Mountain Institute brings additional state funds to students in our area, thus providing the community with skilled technical workers.

Mountain Institute has a Governing Board of seven members appointed for two- or four-year terms representing our partner school districts: Ash Fork, Bagdad, Chino Valley, Humboldt, Mayer, Prescott and Seligman. The board meets at least monthly to create policy and oversee program administration and budget.

- The seven-member Governing Board meets on the 3rd Thursday of each month. The meeting is located at the district offices, 3003 Centerpointe East Drive in Prescott. Meetings begin at 6:00 p.m.; the public is always invited. (Call office at 928.771.0791 to confirm date/time.)

The Mountain Institute staff consists of the Superintendent, CTE Director, Finance Director, Community Outreach Director, two Outreach Counselors, two Administrative Assistants, and adjunct faculty at local high schools and Yavapai College. Additionally, the Mountain Advisory Committee (MAC) meets monthly to assist in program development and decision making.

In addition, Mountain Institute gives community presentations on a regular basis. Mountain Institute staff is happy to provide community groups presentations on the JTED concept and programs. To schedule a presentation or speaker, please call the JTED office at 928-771-0791 or email Beckey Massey at beckey.massey@mijted.net.

The Mountain Institute JTED district office is located at 3003 Centerpointe East Drive, Prescott, AZ 86301. Office hours are 7 a.m. to 4:30 p.m. Mon-Fri.

MOUNTIAN INSTITUTE

Vision

The leader in premier career and technical education

Mission

"Engaging students through industry-current instruction and leadership development to “Get Trained, Get Certified, and Get Hired”

Values

- Student success is our #1 Priority.
- We are committed to achieving common goals.
- Quality programs will be developed and/or enhanced to increase effectiveness now and for the future.
- Effective communication begins with clarification of respective roles and responsibilities throughout the partnership.
- Governing Board engagement is critical to community involvement.
- Respect is paramount in developing and maintaining positive relationships.
- The equitable sharing of resources through our region is essential for success.
- Geographic challenges will lead to creative solutions that improve instructional delivery and outcomes - No student shall be denied educational opportunity due to transportation.
- We support and encourage the application of technology in instructional delivery.

Goals

Raise the Level of Student Achievement

- To teach to High Quality instructional standards.
- To increase program quality and quantity.
- To provide effective counseling and guidance for students and parents in their decision-making process regarding their education.
- To effectively utilize academic measurement tools to assist with required reporting.

To advocate for perceptual change toward CTE/JTED. Create an understanding and appreciation for the value of Career Education as integral to comprehensive education programming.

- To develop and implement effective Community Outreach strategies.
- To develop and implement effective Student and Parent Outreach Strategies.
- To develop and implement effective Local District Outreach measures.

Plan for and provide progressive, competent, comprehensive Career and Technical Education

- Utilize existing technologies to support/enhance programs.
- Monitor Grand Canyon Diploma program development.
- MI Administration to draft long-term resource/facilities plan.
- Create procedures for support of CTSO programs and student service leadership.

Develop Mountain Institute Board as a Professional Learning Community

- MI Administration will develop Procedures/Activities to engage Governing Board involvement with Student completion/Graduation.
- MI Administration will report to Board regarding Quality and Quantity of Program growth at least twice during academic year.
- MI Governing Board/Administration to work together to develop higher Board profiles in community.

To create opportunities for Governing Board development that enhances individual growth and group effectiveness.

MIJTED Detailed History

Mountain Institute JTED (M IJTED) offers Career and Technical Education (CTE) programs for students to compete in today's highly skilled workforce. MI JTED prepares students for a variety of career opportunities by providing industry certifications and college credits in many programs while they attend their high school for graduation. MIJTED consists of more than 2500 students from the seven public high schools in Western Yavapai County including; Ash Fork, Bagdad, Bradshaw Mountain, Chino Valley, Mayer, Prescott, and Seligman. Mountain Institute also accepts enrollments from area Charter Schools, Home School, Private Schools, and Online High Schools.

Mountain Institute JTED was approved by local voters in each community during the November 2008 general election by an overwhelming 70% in each community. The voters approved a funding structure that is based on local property tax dollars generated at a rate of $5.00 per $100,000 of a property's assessed value as well as contributions from the state general fund as required by the school equalization statutes.

MIJTED's First Year of Operation

- Classes began in August for the 2009-2010 school years with 1124 students.

- Enhanced many programs offered at our partner school districts, including
    - $215,000 upgrade in Chino Valley High School's culinary program,
    - $290,000 in upgrades to Agriculture and Welding programs at Mayer, Bagdad, Seligman, and Ash Fork.
        - Ash Fork's Welding program has been recognized as one of the outstanding High School welding Programs in America by the American Welding Society.

During MIJTED's Second Year

- Student enrollment increased to 2147 students

- Expanded our Central Campus Programs with the addition of Pre-Engineering in partnership with Yavapai College at their CTEC Campus.
    - In its first year, MI JTED's Pre-engineering students achieved the highest scores on the Arizona CTE end of program assessments.

- MIJTED Nursing (CNA) students finished in the top 10 at National Competition and again the following year (in both 2010 & 2011).

Entering its Third Year of Operation in July 2011, MIJTED

- Distributed $1.8 million in MIJTED revenue to member districts, based on revenue generated from the 2100 students enrolled.

- Funding was allocated to member districts to
    - Develop new programs (Pre-engineering, Sports Medicine, Drafting & Design, and Medical Professions),
    - Remodel or upgrade existing programs,
    - Install new CTE equipment to bring programs in line with business and industry standards.

- 92.33% of students in MIJTED district passed CTE Assessments which was higher than any other JTED in the state of Arizona.
- JTED/CTE students scored 20% or higher on all three areas of the AIMS tests when compared to non CTE students statewide.

<u>In its Fourth Year MIJTED</u>

- Launched a comprehensive two year - Allied Health program that explores Medical Professions in year one and branches out into our already highly successful Nursing (CNA) or Sports Medicine programs with a third option to stay in Medical Professions for year two.

- MIJTED now has 17 programs that
    - Take place at either Satellite Campus (which are programs established within the seven public school in the county) or Central Campus (which are program established by MIJTED hosted at one of the Yavapai College campuses) , which
    - Offer college credits through Dual or Concurrent enrollment agreements that include anywhere from 6 to 24 credits, with the tuition being paid by MIJTED.

- MIJTED plans to incorporate broadband delivery and infrastructure to expand its Distance Learning program to include the
    - Education Professions, pilot launched earlier last year, as well as
    - Drafting and Design Technologies

- MIJTED is also pleased to announce the addition of a new Aviation Program offered in partnership with Yavapai College that will lead to
    - FAA certifications in fixed wing flight,
    - Helicopter, and
    - Air traffic control ground schools.

- Mountain Institute JTED students average an 87% success rate on state CTE end of program assessments.

- 93% of JTED students across Arizona graduate from high school which is 21% higher than the state average.

- Between the 2011-2012 and 2012-2013 school years student enrollment increased from 2147 to 2226 with current projections showing 2013-2014 enrollments increasing by 250%.

As a JTED, Mountain Institute will continue to strive to provide students with future expanding opportunities.

The Daily Courier
home : latest news : local

4/6/2015 6:00:00 AM

Ducey budget will cost Mountain Institute JTED nearly $343,000

Over the past few weeks, since the devastating budget cuts to education were released, Mountain Institute JTED (MIJTED) has been determining the impact the budget cuts will have for students who take JTED programs either at their home high school or at central campus.

The budget cuts reduce the base support level funding provided to districts and charters who have students who are taking a JTED class on their campus. The districts or charters would normally earn full funding for their students, but based on the budget cut, the funding will be dropped from 100 percent to 92.5 percent funded.

MIJTED will also receive a 7.5 percent funding reduction in the allocation that they get from the state. District or charter school will be able to use a portion of the money that they receive from the JTED to offset the 7.5 percent cut. In essence, MIJTED would absorb the full 15 percent cut if those funds are used by the school districts. Schools cannot prohibit or discourage a student from attending or enrolling in a JTED course.

It may not seem that a 7.5 percent cut to the budget would cause an issue, but for MIJTED it is significant. Mountain Institute JTED will have a funding loss of $670.08 per satellite student count for an overall funding loss (based on this year's enrollment) of approximately $147,256 for fiscal year 2017, the first year that the cuts will be imposed.

MIJTED will also lose $670.08 per central campus student count for an additional funding loss of $195,703, again based on the current year's enrollment. The overall projected funding loss for MIJTED is $342,960 based on the new budget cuts.

This funding loss will require MIJTED to restructure and eliminate services that have been provided to member districts in the past. MIJTED is committed to continue providing high quality programs to its students. The budget cuts will have significant impact on MIJTED, but even with reduced resources, MIJTED will continue to train, certify and get students hired.

JTED head: Ducey's budget cuts would gut career training

Posted Mar 4, 2015, 11:25 pm

Alan L. Storm Special to TucsonSentinel.com

Arizona's governor and legislators are working to pass a budget that will eviscerate the Pima County JTED's Career and Technical Education programs, which is a contradiction of their stated goals of supporting education and attracting businesses to the state.

The proposed budget cuts $30 million from Joint Technical Education Districts (JTEDs) and the member districts they serve. The proposal will reduce the amount of per-pupil funding for students enrolled in JTED/CTE programs to a point where local school districts would lose money for students enrolled in 50 programs such as Automotive Technology, Information Technology, Engineering, Culinary Arts, Media and Graphic Communications, Nursing Services, Precision Manufacturing and more.

Economics will once again necessitate closing programs that were brought back at the urging of business owners and parents alike. If the budget passes, career opportunities will be cut off for more than 24,000 students in Pima County, San Manuel and Rio Rico, not to mention the loss of work for local employers.

The timing couldn't be worse. The majority of our nation's skilled workforce is reaching retirement age. By 2017, an estimated 2.5 million new, middle-skill manufacturing jobs are expected to be added to the workforce, accounting for nearly 40 percent of all job growth, according to a USA Today analysis of local data from Economic Modeling Specialists Intl. and CareerBuilder. How will Arizona attract businesses if we lack a skilled workforce?

It's easy to talk about numbers, but legislators also need to look at the student who ditched every day of high school until she enrolled in the Cosmetology program and loved it. She became a successful stylist and now manages a busy salon. Look at the student who wasn't sure of what she wanted to do, and became an aircraft mechanic who was able to accept a great job offer one year after completing high school. And look at the EMT student who saved her own mother's life because of her training.

The Harvard University study "Pathway to Prosperity," and the recent Morrison Institute Report on Career and Technical Education show that students who complete JTED/CTE programs:

- Provide a much needed skilled workforce
- Have an increased high school graduation rate (by approximately 24 percent)
- Score up to 30 points higher on standardized tests
- Successfully enter the workforce and college and contribute more to the economy

Pima County JTED/CTE is not only one of the most effective models of education, it is also economic development.

In 2006, the business community rallied and voters approved the creation of the JTED District. Parents were promised it would serve all high school students regardless of a student's enrollment status at a traditional public, charter, private, or home-school. Businesses were promised the District would work hand-in-hand with them to provide relevant curriculum and state of the art equipment so students would be workforce ready. During the past seven years, JTED has delivered on those promises.

Our legislators are willing to let too much go, while there are no discussions of the $360 million rainy day fund, of suspending the remaining $883 million in corporate tax give-aways, nor the $12.6 billion in special interest tax loopholes. Instead, our legislators are contradicting themselves and the voters who created amazing opportunities for students.

Alan L. Storm is the superintendent of the Pima County Joint Technical Education District

(Storm's letter to legislators)

Good morning Southern Arizona Legislators:

Once again I must implore you to step in and do what's right for Arizona children. Reports are that unprecedented budget cuts to both K-12 education and JTEDs throughout the state, as well as universities and community colleges will be made in the next few days.

We are being told that the cuts will be at least $7 million to JTED satellite programs, cutting the current 1.25 ADM for CTE/JTED satellites (those programs in every high school) to 1.0, to be apportioned 0.75 to the member district and 0.25 to the JTED. That will END participation in JTEDs, since NO SCHOOL DISTRICT can absorb an additional 0.25 cut to their budgets. No students will be allowed to participate in CTE/JTED satellite programs. We are also being told that K-12 will also be cut another $23 million. So those districts that are members of a JTED will receive BOTH a cut to their M&O budgets as well as a cut to the JTED budgets.

The authorizing legislation for JTEDs is quite clear. Formation of a JTED will create an additional 0.25 funding for CTE/JTED classes because of the higher costs associated with these classes, resulting in 1.0 ADM for the member district AND 0.25 ADM for the JTED. Taxpayers were well aware that their vote to create a JTED would result in an ADDITIONAL 0.25 for their children's participation in Career and Technical Education. Now the legislature is attempting to circumvent the people's vote to reduce funding their school districts which will result in the death of Career & Technical Education programs. This cut has been a goal of ATRA for several years and it should not be allowed to happen!

PLEASE read the reports. Read Harvard University's "Pathway to Prosperity." Read the Morrison Institute's report on Career and Technical Education. CTE/JTED programs ARE job creation. CTE/JTED programs ARE economic development.

Please stop the decimation of K-12 education and stop the decimation of CTE/JTED programs, both satellite and central campus programs! Your vote on this issue matters to the future of every child in Arizona.

Alan L. Storm, Ph.D. Superintendent/CEO

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/26/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve a reorganization to separate the positions of Director of Public Works and Town Engineer by adopting Ordinance No. 16-810 amending Town Code Title V Public Works, Chapter 50 General Provisions, Subchapter Utility Department, Section 50.15 Public Works Director; and approving a revision to the Town of Chino Valley Organizational Chart.

RECOMMENDED ACTION:

1. Move to approve Ordinance No. 16-810;
2. Move to approve the Organizational Chart as revised to separate the Director of Public Works and Town Engineer positions.

SITUATION AND ANALYSIS:

Issue Statement

The purpose of this item is to optimize Town staff resources and efficiency and ensure transparency and accountability in the Public Works Department.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

The Town Engineer and Public Works Director positions were merged during the recent recession, and additional duties were added to the Public Works Department during the Reduction in Force that generated the merged position.

Staff recommends the separation of the positions of the Public Works Director and Town Engineer, both of which are officers of the Town, as set forth in Sections 50.15 Public Works Director and Section 31.23 Town Engineer.

In order to effectuate the division of these two positions as proposed, it is necessary to amend Section 50.15 of the Town Code regarding the duties of the Public Works Director to include supervisory duties

over public infrastructure, general maintenance and fleet maintenance. These revisions will give the Public Works Director the authority necessary to perform the anticipated duties related to supervising the Town Engineer for these matters.

The Organizational Chart is approved by Council as set forth in Section 31.27. The revision for approval by the Council is to separate the Public Works Director and Town Engineer. The revised chart is attached.

Findings of Fact

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Memo from Town Manager
Ordinance 16-810

Town Manager's Office

202 N. Hwy. 89, Chino Valley, AZ 86323
928-636-2464 X 1201
rsmith@ChinoAZ.net

Date: 1/19/2016
To: Council
CC: Smiley, Kyriakakis
Re: Organizational changes

Council –

After four years of close work with our existing leadership I find that we need to make slight changes to the organizational structure of the Public Works department. Improvements have already been made within the Town Clerk's office, General Services, Public Works, Development Services, Code Enforcement and Customer Service. In order to maximize operational efficiency and provide appropriate oversight, collaboration, and transparency, this suggested revision to the organizational chart (to split the positions of Public Works Director and Town Engineer) is now proposed.

The Town's response to the recent recession included merging the Public Works Director and Town Engineer positions – and I'm finding this structure is not an effective approach. Experience across the last several years indicates that we need to decentralize some of the authority vested in the single merged role, and introduce additional management/review to ensure transparency and accountability.

During the last half of 2013 and most of 2014, projects were added to an already busy production schedule in Public Works. By 2014, we noticed problems with the current structure and began to consider succession planning and structural changes to address those problems. We advertised, interviewed and hired a replacement for Engineer Richard Straub, to fill the succession seat in early 2015 – that position will exit probationary status in March of 2016.

This amendment to the organizational chart will not result in the addition of headcount to the administration's personnel compliment.

I'd like to bring this to Council for consideration and possible action on 1/26/16 – it will involve two efforts:

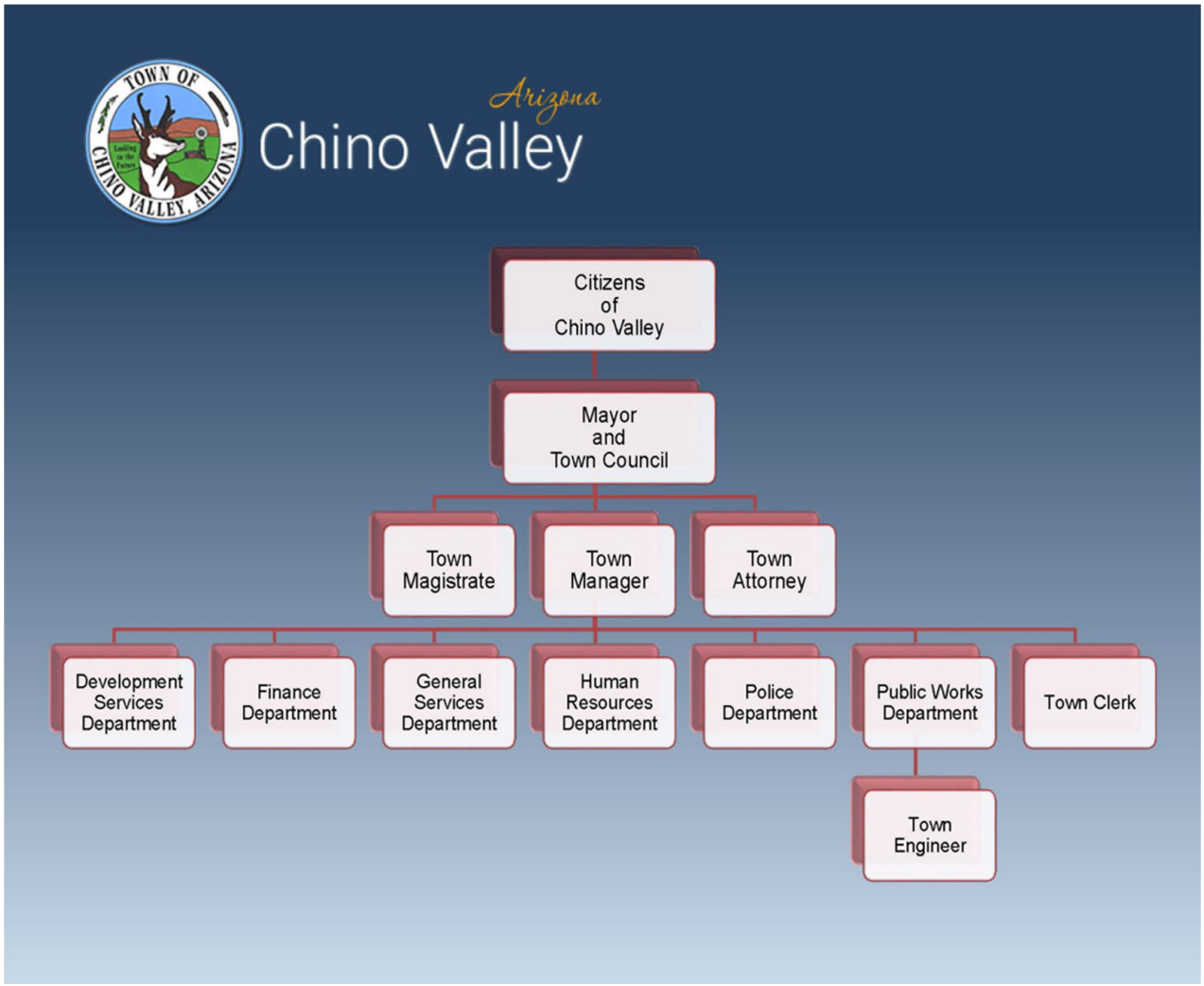
1. Council's review and approval of an amendment to the organizational chart as required by Town Code Section 31.27, and
2. Council's review and approval of an amendment to the duties of the Public Works Director, by approving an amendment to Town Code Section 50.15.

Both of these items are code related matters and need Council approval in order for me to move forward. The suggested organizational chart is below.

Town Manager's Office

202 N. Hwy. 89, Chino Valley, AZ 86323
928-636-2464 X 1201
rsmith@ChinoAZ.net

Proposed Organizational Chart



Should Council have any concerns or questions about the above or the attached report, please contact me directly at your convenience.

ORDINANCE NO. 16-810

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TOWN CODE OF THE TOWN OF CHINO VALLEY, ARIZONA, TITLE V: PUBLIC WORKS, CHAPTER 50: GENERAL PROVISIONS; SUBCHAPTER: UTILITY DEPARTMENT, BY AMENDING SECTION 50.15: PUBLIC WORKS DIRECTOR, RELATED TO INCREASING THE RESPONSIBILITIES OF THE PUBLIC WORKS DIRECTOR; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY

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

Section 1. In General.

The Town Code of Chino Valley, Arizona, Title V Public Works, Chapter 50 General Provisions, Subchapter Utility Department, Section 50.51 Public Works Director is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

§ 50.15 Public Works Director.

(A) (1) The Public Works Director, herein referred to as "the Director", shall be the general executive officer in charge of all personnel, the entire operation, equipment and facilities of the Utility Department (water and wastewater), herein referred to as "the Department," PUBLIC INFRASTRUCTURE, GENERAL MAINTENANCE AND FLEET MAINTENANCE

(2) ~~He or she~~THE DIRECTOR shall be responsible for ~~the~~ enforcement of the TOWN'S policies regarding water and wastewater contained in this ~~chapter~~TITLE. ~~He or she~~THE DIRECTOR shall ~~also~~ have general supervision over, subject to the approval of the Town Manager, all charges for water and sewer services, departmental policies, agreements, new connections, repairs and the like, and for all charges not expressly provided for in this chapter. ~~He or she~~THE DIRECTOR shall ~~also~~ control the water supply and at all times insure the sufficiency thereof and shall notify the public, unless an emergency requires otherwise, of the necessity of shutting off any pipeline for the purpose of making repairs, extensions or connections, should he have cause to expect to know beforehand of the necessity to so shut off water from any line.

(3) The Director shall have (AND MAY DELEGATE) the authority to waive the collection or imposition of risk deposits, delinquent MONTHLY fees, MISCELLANEOUS FEES or late charge fees imposed by the provisions of this chapter.

(B) The Director shall have the authority to decide any questions that may arise which ~~is~~ARE not fully covered by the provisions contained in this chapter

and ~~his or her~~THE DIRECTOR'S decision in such cases shall be final subject only to the general direction of the Town Manager.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of January, 2016 by the following vote:

AYES: _____ ABSENT: _____

NAYS: _____ ABSTAINED: _____

APPROVED this 26th day of January, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 16-810 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 26TH DAY OF JANUARY, 2016, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2016.

_____
Jami C. Lewis, Town Clerk