1. Town Council - Agenda Packet

   Documents:

   2016_11_08_CC_RG_PK.PDF

2. Town Council - Agenda

   Documents:

   2016_11_08_CC_RG_AG .PDF

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

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

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

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation of Commendation to Police Officer Steven Angel.

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is 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.

a. Comments regarding the proposed motor sports facility at Old Home Manor.

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 Acting Town Manager Cecilia Grittman and/or Town staff members 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 approve the First Final Plat Amendment to the Mahoney Acres Unit One Plat. (Ruth Mayday, Development Services Director)

b. Consideration and possible action to: (i) Accept resignations from Mayor Chris Marley and Vice-Mayor Darryl Croft from the Roads and Streets Committee whenever they are offered; and; (ii) Appoint Councilmember Corey Mendoza and Councilmember Jack Miller to terms ending June 30, 2019 and June 30, 2018, respectively, upon the acceptance of Mayor Marley's and Vice-Mayor Croft's resignations from those positions. (Jami Lewis, Town Clerk)

c. Consideration and possible action to accept the October 11, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the October 18, 2016 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.

a. Consideration and possible action to approve final plat for North Chino Business Park Condominium Plat. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the final plat of the North Chino Business Park Condominium.

b. Consideration and possible adoption of Resolution No. 16-1093 approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA); delegating the determination of certain matters relating thereto to the Town Manager of the Town; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and the resolution and declaring an emergency. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 16-1093 related to the loan agreement with WIFA.

c. Consideration and possible action to award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for the construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive.

d. Consideration and possible action to approve the use of contingency funds, up to $10,000, for the renovation of space located in the Town of Chino Valley Library to house the Human Resources (HR) staff, office equipment, files and other various documents/records. (Laura Kyriakakis, Human Resource Director)

Recommended Action: Approve the use of up to $10,000 in contingency funds to relocate HR to the North campus, and renovate space to accommodate the department's staff, office equipment, files and other various documents/records.

e. Consideration and possible action to approve Resolution No. 16-1094, adopting recommended revisions to Policy No. 705 Contribution of Vacation and Sick Leave of the Town of Chino Valley Personnel Policy and Administrative Manual, as recommended. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve Resolution No. 16-1094, adopting recommended revisions to Policy No. 705 of the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual.

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. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

b. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract in pending litigation or in settlement discussions conducted in order to resolve litigation in the matter of Town v. The Glenarm Land Company, Inc., et al. (Phyllis Smiley, Town Attorney)

c. An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Messenger Lane dedication of rights-of-way. (Ruth Mayday, Development Services Director)

d. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of a grant and agreement with the Arizona Department of Housing related to its Owner Occupied Housing Rehabilitation Program. (Ruth Mayday, Development Services Director)

e. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, and salary of Cecilia Grittman as Interim Town Manager and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an employment contract with Cecilia Grittman that is the subject of negotiations related to her appointment as Interim Town Manager.

f. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the Town's Personnel Appeal Process and its effect on the Trout Appeal. (Phyllis Smiley, Town Attorney)

9. ACTION ITEMS RESUMED

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

a. Consideration and possible action to authorize $54,961.35 in Contingency funds for Arizona Department of Housing reimbursement. (Ruth Mayday, Development Services Director)

Recommended Action: Allocate contingency funds to reimburse the Arizona Department of Housing in the amount of $54,961.35.

b. Consideration and possible action to appoint Cecilia Grittman to serve as Interim Town Manager and approve an employment agreement with Cecilia Grittman regarding same. (Phyllis Smiley, Town Attorney)

Recommended Action: Appoint Cecilia Grittman as Interim Town Manager and approve the employment agreement with Cecilia Grittman regarding same.

10. ADJOURNMENT

Dated this 3rd day of November, 2016.

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

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

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

CERTIFICATION OF POSTING

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

Date:_____ Time:_____ By:_____

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	11/08/2016
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Presentation of Commendation to Police Officer Steven Angel.

SITUATION & ANALYSIS:

Officer Angel responded to a suicide attempt with 3 children in the house. He made sure the children were in another room when he had to force entry into a bedroom where the female was. Officer Angel performed CPR and was able to revive her. Unfortunately, she passed away at the hospital. Due to Officer Angel reviving her, the Dr.'s were able to harvest her organs and give life-saving treatment to numerous other people.

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. a.**

Meeting Date:	11/08/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	None
Physical location of item:	874 East Road 4 North, Chino Valley, AZ 86323

AGENDA ITEM TITLE:

Consideration and possible action to approve the First Final Plat Amendment to the Mahoney Acres Unit One Plat. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Approve the First Final Plat Amendment to the Mahoney Acres Unit One Plat.

SITUATION AND ANALYSIS:

Issue Statement

Mahoney Acres Unit 1 was platted on February 8, 2001, as a subdivision with 3 parcels, a 20-acre parcel (APN 306-25-008B), and two 10-acre parcels (306-25-008C&D). The applicant, Bill Gordon, originally applied for a land split application, however, upon review, the split is proposed within a platted subdivision, therefore, a Final Plat Amendment is required. The proposed amendment is a split of the southwesterly 10-acre parcel (APN 306-25-008C) into two 5-acre parcels, conforming to the underlying zoning.

Summary of Issues and Staff Rationale

The proposed Final Plat Amendment required review by multiple departments as well as legal review, and legal counsel recommended that all property owners within the subdivision approve the Final Plat Amendment. In this case, that meant the only additional signatures required were from co-trustees of the Mahoney Survivor Trust, owner of the 20-acre parcel, 306-25-008B. Attached are trust documents indicating the status of the co-trustees as representatives of the trust. A Non-Revocable Offer for Dedication of Public Roadway ("offer") was provided by the applicant. The offer is referred to in the Unified Development Ordinance as a Perpetual Offer of Dedication - meaning that there is a non-revocable offer of dedication from the applicant to the Town, which Town Council may choose to accept at any point in the future.

Findings of Fact

The request for a Final Plat Amendment will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare. The

request is in general conformance with the zoning classifications in the immediate area.

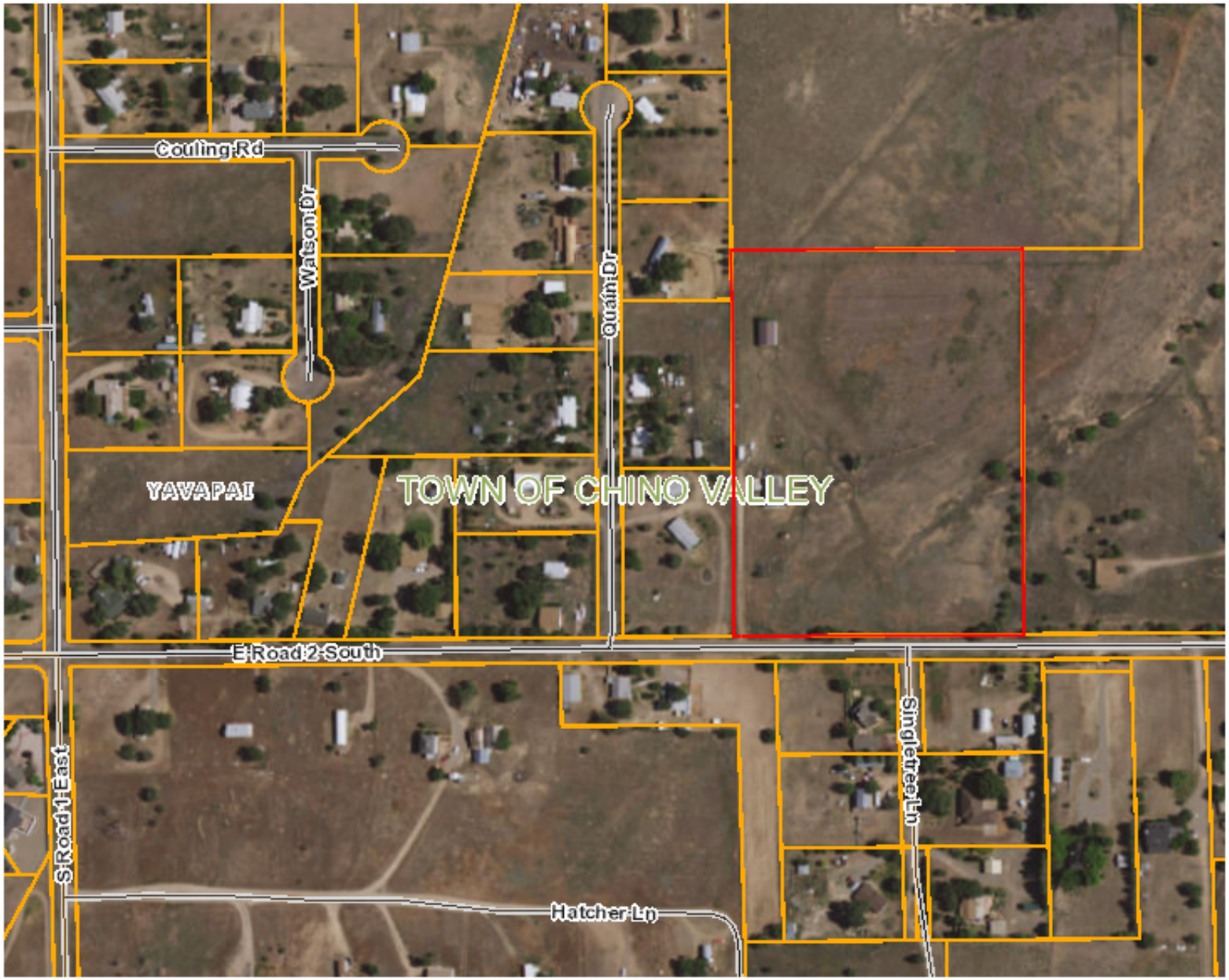
Fiscal Impact

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

Attachments

Location Map
Zoning Map
Existing Map
Amended Plat
Non-Revocable Offer for Dedication of Public Roadway

Mahoney Acres Plat Amendment



Legend

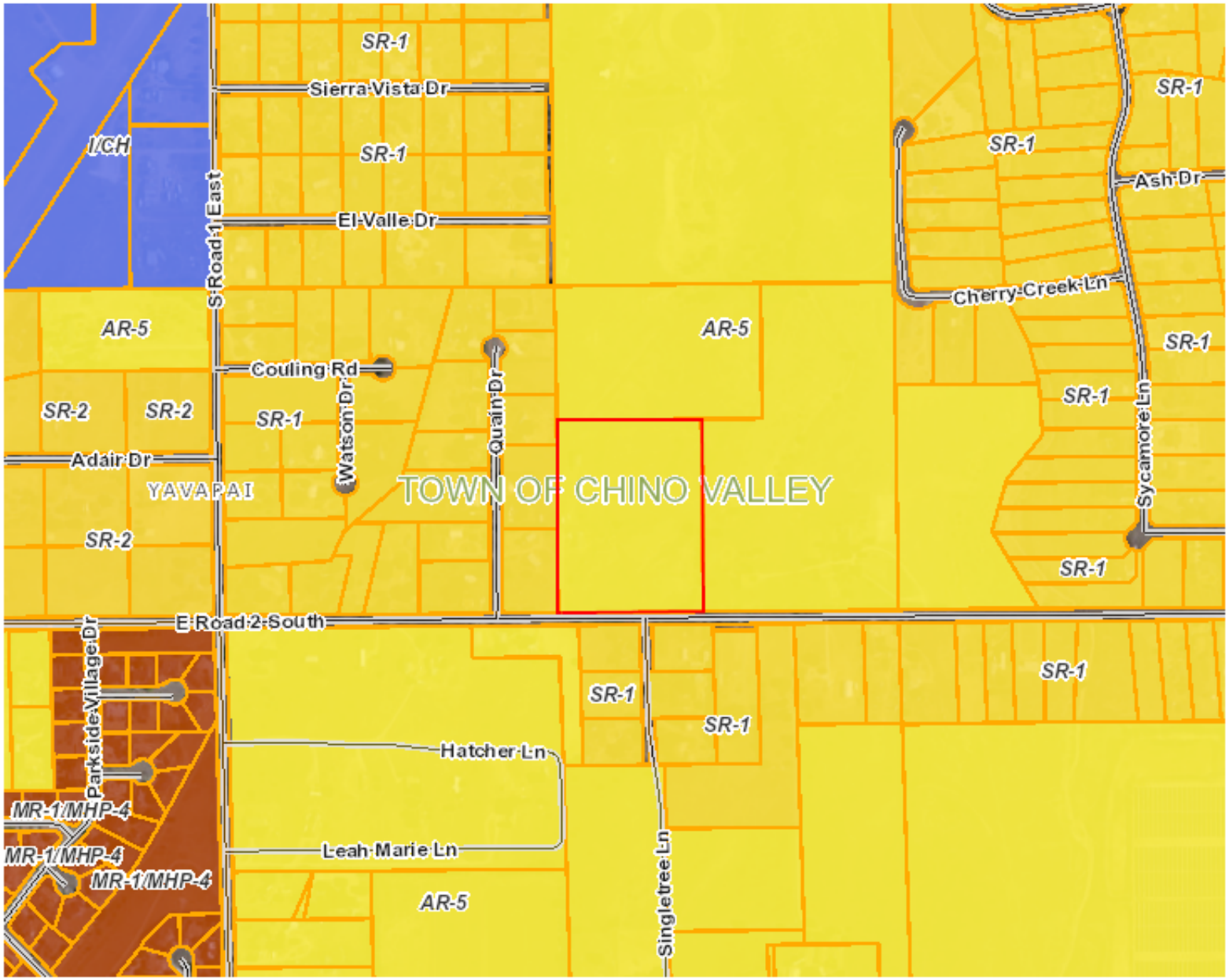
- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- Cities
- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley

Legend truncated...

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 11.1.2016

Mahoney Acres - Zoning



Legend

City Boundaries
Cottonwood
Peoria
Prescott
Sedona
Camp Verde
Chino Valley
Clarkdale
Dewey-Humboldt
Jerome
Prescott Valley
Wickenburg
County Boundary
Counties
Chino
Agricultural/Residentia
Agricultural/Residentia
Agricultural/Residentia
Agricultural/Residentia
Single Family Residenti
Single Family Residenti
Single Family Residenti
Single Family Residenti
Single Family Residenti
Multiple Family Reside
Multiple Family Reside
Multiple Family Reside
Mobile/Manufactured
Multiple Family Reside
Multiple Family Reside
Commercial Heavy
Commercial Heavy
Legend truncated...

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 11.1.2016

41/88

MAHONEY ACRES UNIT ONE

SEC. 26, T16N, R2W, G. & S.R.B. & M.,
TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA

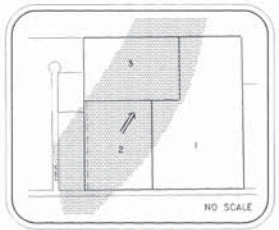
UTILITIES AND SERVICES

CATV	
GAS	
POWER	ARIZONA PUBLIC SERVICE COMPANY
TELEPHONE	QWEST
WASTE DISPOSAL	INDIVIDUAL ON-SITE
WATER	INDIVIDUAL PRIVATE WELL
REFUSE	PRIVATE PICK-UP
FIRE	CHINO VALLEY FIRE DISTRICT
POLICE	TOWN OF CHINO VALLEY POLICE DEPT.
SCHOOL	CHINO VALLEY SCHOOL DISTRICT

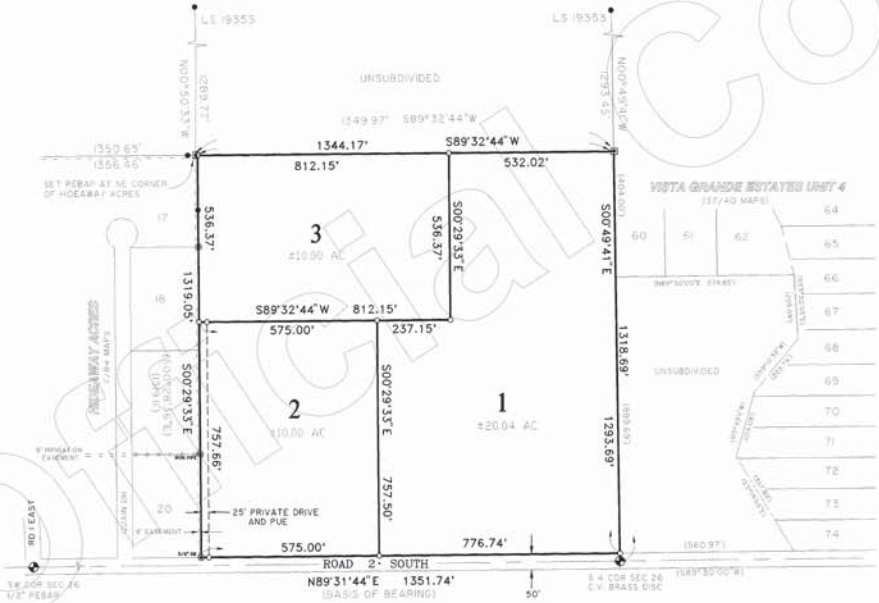
FLOOD HAZARD STATEMENT

THIS SUBDIVISION/PARCEL SPLIT IS IMPACTED BY FLOOD HAZARD AREA OR FLOODPLAIN IDENTIFIED AS AUTUMN WASH ON YAVAPAI COUNTY COUNTY FLOOD DISTRICT FHA MAPS, THE DEPTHS OF FLOW AND FLOOD HAZARD BOUNDARIES HAVE NOT BEEN DETAILED. ON FEMA FIRM MAPPING.
THE YAVAPAI COUNTY FLOOD DISTRICT ADMINISTRATOR REQUIRES THAT A DEVELOPMENT PERMIT BE OBTAINED BEFORE ANY CONSTRUCTION OR DEVELOPMENT – INCLUDING PLACEMENT OF MANUFACTURED HOMES – BEGINS WITHIN ANY AREA OF SPECIAL FLOOD HAZARD.

YAVAPAI COUNTY FLOOD CONTROL DISTRICT ADMINISTRATOR — 2/8/01 DATE



APPROXIMATE LOCATION
FLOOD HAZARD AREA



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ALICE D. MAHONEY AS TRUSTEE OF THE MAHONEY REVOCABLE TRUST, HAS SUBDIVIDED UNDER THE NAME OF "MAHONEY ACRES UNIT ONE" A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN YAVAPAI COUNTY, ARIZONA, AS REFLECTED ON THIS PLAT AS AND FOR THE PLAT OF "MAHONEY ACRES UNIT ONE" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVE THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, AND HEREBY CONSENT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS AS SHOWN HEREON FOR SUCH PURPOSES.

IN WITNESS WHEREOF:
ALICE D. MAHONEY, TRUSTEE OF THE MAHONEY LIVING TRUST, AS OWNER AND BEING DULY AUTHORIZED TO DO SO, HAS CAUSED HER NAME TO BE SIGNED, EXECUTING THE FOREGOING INSTRUMENT FOR PURPOSES THEREIN CONTAINED
DONE ON THIS 8th DAY OF February 2001.

Alice D. Mahoney
ALICE D. MAHONEY

STATE OF ARIZONA }
COUNTY OF YAVAPAI } SS

ON THIS 8th DAY OF Feb 2001, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ALICE D. MAHONEY WHOSE SIGNATURE APPEARS ABOVE EXECUTING THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I SET MY HAND AND OFFICIAL SEAL

Marian C. Fitzl
NOTARY PUBLIC — MY COMMISSION EXPIRES Nov. 19, 2004

APPROVALS

THIS PLAT HAS BEEN CHECKED FOR: CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED THERETO; THE REQUIREMENTS OF THE TOWN OF CHINO VALLEY SUBDIVISION REGULATIONS; AND TO ANY OTHER APPLICABLE REGULATIONS, AND APPEARS TO COMPLY WITH ALL REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE. THE INGRESS AND EGRESS EASEMENT TO LOT 3 IS A PRIVATE DRIVE FOR THE BENEFIT OF LOT 3 AND SHALL BE MAINTAINED IN PERPETUITY BY THE THE RESPECTIVE OWNER OF LOT 3.

BY: TOWN OF CHINO VALLEY ENGINEER — 2/6/01 DATE

APPROVED BY THE CHINO VALLEY TOWN COUNCIL

BY: DAN MAIN, TOWN MAYOR — 2-8-01 DATE

I, DELORES SLIGER, CLERK FOR THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, HEREBY CERTIFY THAT THE TOWN COUNCIL APPROVED THE WITHIN PLAT ON THE 8th DAY OF February 2001, AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OR TRACTS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER AND APPROVALS OF DEDICATION.

Delores Sliger
DELORES SIGLER, TOWN CLERK — 2-08-01 DATE

THIS PRELIMINARY SUBDIVISION PLAT AND SURVEY ON WHICH IT IS BASED WAS PREPARED BY ME OR UNDER MY DIRECTION AND HAS BEEN REPRESENTED ACCURATELY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Duane Famas
DUANE FAMAS RLS 27737

REGISTERED LAND SURVEYOR 27737 DUANE FAMAS 2/6/01 ARIZONA U.S.A.

YAVAPAI COUNTY RECORDER
No. 3324800
Filed and Recorded at request of TOWN OF CHINO VALLEY
Feb. 9, AD 2001
at 4:10 O'clock P.M.
Book 41 OF MAPS & PLATS
Page 88
Records of Yavapai County, Arizona
PATSY C. JENNEY-COLON County Recorder
Ann Marie L. Sewell Deputy Recorder

TYPICAL SETBACKS

NOT TO SCALE

LEGEND

- ⊡ = YAVAPAI COUNTY BRASS CAP
- ⊙ = 1/2" REBAR WITH PLASTIC CAP STAMPED "FAMAS" AT SUBDIVISION CORNER, OR AS NOTED
- • = ALL LOT CORNERS ARE 1/2" REBARS WITH PLASTIC CAP STAMPED "FAMAS"

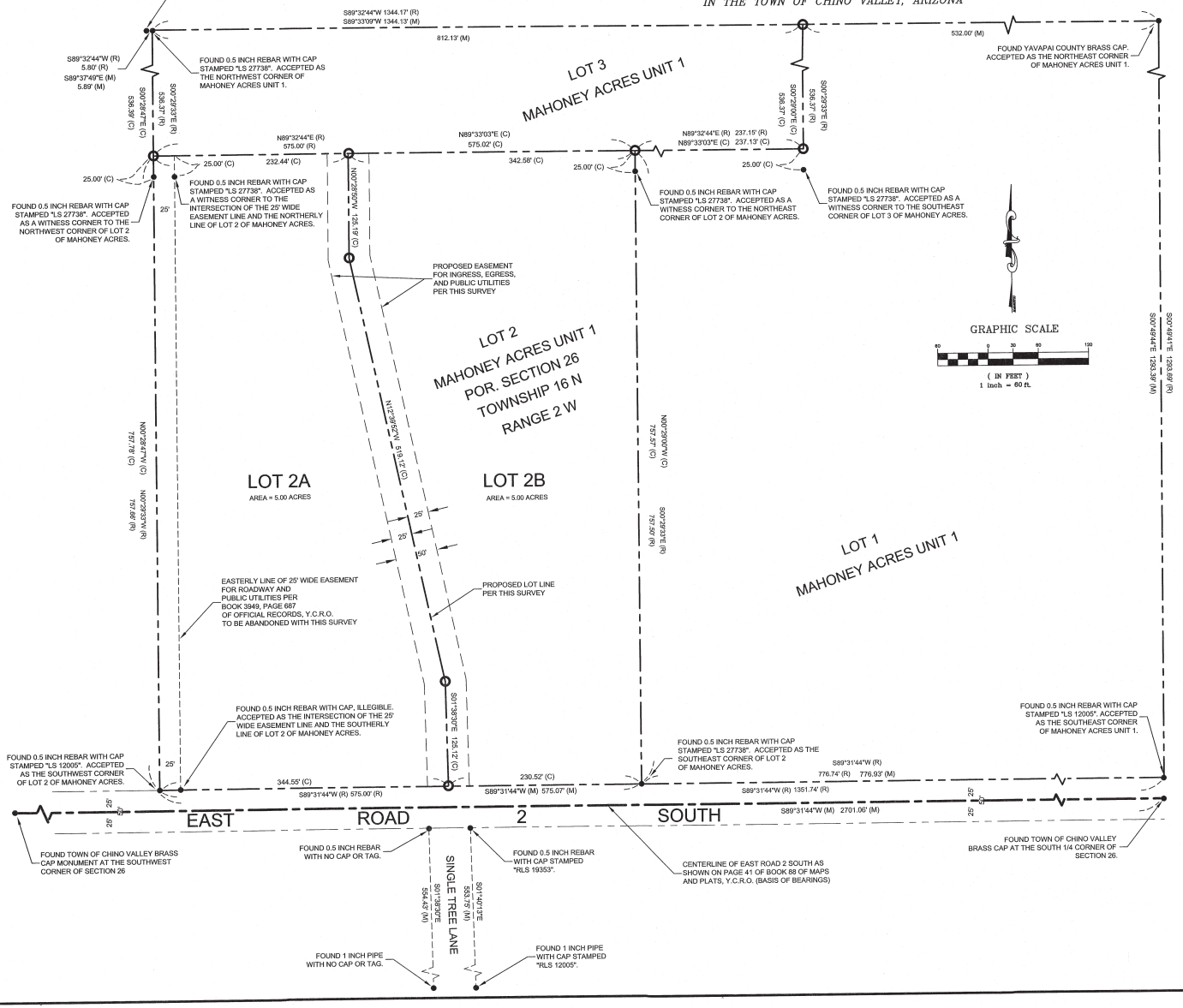
PUE = PUBLIC UTILITY EASEMENT

FAMAS LAND SURVEYORS, INC.
P.O. BOX 4357 PRESCOTT, AZ 86302
PHONE (520)-717-2844 FAX (520)-717-2840

Unofficial Copy

MAHONEY ACRES UNIT ONE AMENDED PLAT

OF LOT 2 OF MAHONEY ACRES, UNIT 1
RECORDED IN BOOK 41, PAGE 88 OF MAPS AND PLATS
IN THE OFFICE OF THE RECORDER OF YAVAPAI COUNTY, ARIZONA
LOCATED IN SECTION 26, TOWNSHIP 16 NORTH OF THE GILA AND SALT RIVER BASE AND MERIDIAN
IN THE TOWN OF CHINO VALLEY, ARIZONA



DEDICATION

KNOW ALL MEN BY THESE PRESENTS

THAT GLADYS MAHONEY AND WILLIAM MAHONEY, AS CO-TRUSTEES OF THE MAHONEY SURVIVOR TRUST DATED APRIL 20, 2011, (THE SUCCESSOR TRUST TO THE MAHONEY REVOCABLE TRUST), AND WILLIAM GORDON, HAVE SUBDIVIDED UNDER THE NAME OF "MAHONEY ACRES UNIT ONE" A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS REFLECTED ON THIS PLAT AS AND FOR THE AMENDED PLAT OF "MAHONEY ACRES UNIT ONE" AND HEREBY DECLARES THAT SAID AMENDED PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN EACH RESPECTIVELY ON SAID AMENDED PLAT, AND HEREBY CONSENT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS AS SHOWN HEREON FOR SUCH PURPOSES. THIS AMENDED PLAT REPLACES THE PLAT OF "MAHONEY ACRES UNIT ONE" RECORDED AT THE OFFICES OF THE YAVAPAI COUNTY RECORDER, BOOK 41 OF MAPS AND PLATS, PAGE 88 ON FEBRUARY 9, 2001.

Gladys S. Mahoney
GLADYS MAHONEY, CO-TRUSTEE

WILLIAM MAHONEY, CO-TRUSTEE

PATRICIA HARDY
Patricia Hardy

NOTARY
MY COMMISSION EXPIRES:
PATRICIA HARDY
Notary Public - Arizona
Maricopa County
Expires 03/13/2019

Linda E Fuller
LINDA ESTELLE FULLER

NOTARY
MY COMMISSION EXPIRES:
LINDA ESTELLE FULLER
Notary Public - State of Arizona
Yavapai County
My Commission Expires
September 26, 2016

APPROVALS:

APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR

BY: _____ DATE

APPROVED BY THE CHINO VALLEY TOWN COUNCIL

BY: _____ DATE

NOTES:

UTILITIES EXIST WHICH ARE NOT SHOWN ON THIS MAP.

RECORD BOUNDARY INFORMATION IS SHOWN HEREON PER MAHONEY ACRES, UNIT 1 RECORDED ON PAGE 41, BOOK 88 OF MAPS AND PLATS IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER.

OTHER EASEMENTS MAY EXIST WHICH MAY AFFECT THIS PROPERTY WHICH ARE NOT SHOWN ON THIS SURVEY.

THE BASIS OF BEARINGS IS THE NORTHERLY RIGHT OF WAY LINE OF EAST ROAD 2 SOUTH AS SHOWN ON PAGE 41 OF BOOK 88 OF MAPS AND PLATS. THE BASIS OF BEARINGS IS SOUTH 89°31'44" WEST.

LEGEND:

3201.02' N56°25'13"W (R)	DISTANCE AND BEARING PER BOOK 41, PAGE 88 O.R., Y.C.R.O.
3201.02' N56°25'13"W (C)	DISTANCE AND BEARING PER CALCULATED DATA.
3201.02' N56°25'13"W (M)	DISTANCE AND BEARING PER MEASURED DATA.
•	FOUND MONUMENTATION. SEE THIS SURVEY FOR INFORMATION.
o	SET 0.5 INCH REBAR WITH CAP STAMPED "LS 55698"
———	PROPERTY BOUNDARY
— — — —	EASEMENT LINE. SEE THIS SURVEY FOR REFERENCE.

CERTIFICATION

I HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION DURING NOVEMBER 2015 AND JULY 2016; THAT THE PLAT IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MONUMENTS HAVE BEEN LOCATED AS DESCRIBED AND SHOWN HEREON.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55698
BENJAMIN TILMAN
ARIZONA U.S.A.
DATE SIGNED 8-9-16

EXPIRES 12/31/2016

AZIMUTH SURVEYING
2095 WEST PHEASANT PLACE
CHINO VALLEY, AZ 86323
Phone: (928) 830-6304

AMENDED PLAT
LOT 2
MAHONEY ACRES
UNIT 1

SHEET: 1 OF 1

DRAWN BY: KRD
DATE: NOV. 5, 2015
REV: AUG. 9, 2016

When Recorded Return to:

Town Clerk, Town of Chino Valley, AZ
202 North State Route 89
Chino Valley, AZ 86323

NON-REVOCABLE OFFER FOR DEDICATION OF PUBLIC ROADWAY

THIS NONREVOCABLE OFFER to dedicate the parcel of land legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Parcel") is made this 12 day of May, 2016, by and between William H Gordon, (the "Grantor") and the Town of Chino Valley, a municipal corporation of the County of Yavapai, State of Arizona (the "Grantee").

RECITALS

Grantee requires a right-of-way under, over, across and through the Parcel, in accordance with Chino Valley Transportation Plans and upon which Grantee may hereafter construct, improve, operate and maintain a public roadway, and exercise all rights incident thereto, together with the right to authorize, permit and license the use thereof for utilities, and other public purposes, as may be necessary for the efficient construction, improvement, operation and maintenance of such roadway and utilities.

Grantor desires to grant to Grantee, at a time to be determined by Grantee, a right of way for such purposes and to dedicate the same forever for use of the public as a roadway. Grantor hereby approves the location of such roadway and consents to the establishment thereof upon the Parcel. Further, Grantor does hereby release Grantee, its employees, officers, agents, successors, and assigns, from all claims for damage or compensation for and on account of the establishment and construction of such roadway, except as to the conditions set for herein.

COVENANTS AND CONVEYANCE

In consideration of the premises, covenants and conditions to be kept and performed by Grantee, and the further consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantee forever a non-revocable offer to dedicate the Parcel to be uses as public right-of-way for a public roadway, utilities, and all incidents thereto, including the rights described in the Recitals (the "Offer").

TO HAVE AND TO HOLD the same unto the Grantee forever until said offer is exercised and accepted by Grantee, together with all and singular the rights and appurtenances thereunto in any wise belonging, provided that Grantee complies with, keeps and carries out the following conditions which run with and are attached to the land to be dedicated herein.

CONDITIONS

1. Grantor, upon notice of acceptance of the Offer from Grantee shall dedicate the Parcel to Grantee as right-of-way in fee simple title free and clear of all monetary and non-monetary liens and encumbrances other than those expressly approved by Grantee in writing.

2. Grantee, as part of construction of the roadway, shall move any existing fences as required for the roadway at the newly created property line.

3. No permanent structures shall be constructed upon the Parcel and the Parcel shall not be used for any purpose not set forth herein.

4. Grantee shall repair or replace, at Grantee's sole discretion, any improvements belonging to Grantor as may be damaged by the Grantee during the construction of the roadway, provided that the improvements or structures were constructed in compliance with Town Codes and ordinances in effect at the time of construction.

The provisions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and Grantee as such may be applicable.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

GRANTOR: William H Gordon
By: _____
Its: _____

STATE OF ARIZONA }
} ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this 12 day of MAY, 2016, by WILLIAM H. GORDON

Notary Public

08 SEPTEMBER 2017
My Commission Expires

JESSICA PRIETTO
Notary Public - Arizona
Yavapai County
My Comm. Expires Sep 8, 2017

PLS:pls 2668071.2 5/10/2016

ACCEPTANCE OF DEDICATION
BY GRANTEE

Pursuant to a meeting of the duly constituted members of the Council of the Town of Chino Valley, Arizona, on the _____ day of _____, 20__, at which meeting a majority of the members of the Chino Valley Town Council present at the meeting voted approval, the foregoing Dedication of Public roadway is accepted by the Town of Chino Valley, Arizona, Grantee.

DATED this ___ day of _____, 20__

TOWN OF CHINO VALLEY

_____
Chris Marley, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney

PLS:pls 2668071.2 5/10/2016

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	11/08/2016
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: (i) Accept resignations from Mayor Chris Marley and Vice-Mayor Darryl Croft from the Roads and Streets Committee when they are offered; and (ii) Appoint Councilmember Corey Mendoza and Councilmember Jack Miller to the Roads and Streets Committee effective upon the acceptance of Mayor Marley's and Vice-Mayor Croft's resignations from those positions.

RECOMMENDED ACTION:

(i) Accept resignations from Mayor Chris Marley and Vice-Mayor Darryl Croft from the Roads and Streets Committee whenever they are offered; and
(ii) Appoint Councilmember Corey Mendoza and Councilmember Jack Miller to terms ending June 30, 2019 and June 30, 2018, respectively, upon the acceptance of Mayor Marley's and Vice-Mayor Croft's resignations from those positions.

SITUATION AND ANALYSIS:

Issue Statement

The Roads and Streets Committee consists of 7 members appointed by the Mayor and Council. Each member serves a term of 2 years. Per Resolution 12-998,Section 3(A), up to 3 councilmembers shall be appointed to the Committee.

Currently, Mayor Marley and Vice-Mayor Croft serve on this Committee. As Mayor-Elect Croft desires for the Committee to meet prior to the time scheduled in January 2017 to appoint new members from the Council, he recommends that he and Mayor Marley resign and that Council appoint Councilmember Mendoza and Councilmember Miller, both of whom have indicated an interest in the Committee. The terms for these positions expire in in June 2018 and 2019. Staff recommends that Councilmember Mendoza be appointed to the term ending June 2019 and Councilmember Miller be appointed to the term ending June 2018.

Applicable Policy

Resolution 12-998

Fiscal Impact

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

Attachments

No file(s) attached.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 11/08/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the October 11, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the October 11, 2016 regular meeting minutes.

Attachments

October 11, 2016 minutes

D R A F T

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

TUESDAY, OCTOBER 11, 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, October 11, 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 Susan Goodwin; Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; GIS/CAD/Web Technician Jan Mazy; Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is 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.

Janelle Riedl, State Training Specialist for the AARP Tax Aid Program, spoke about the free tax service for low-moderate income and elderly persons provided at the Senior Center, and a call for additional volunteers to expand the program to the Library.

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.

Councilmember Cuka, reported on an upcoming Economic Development Subcommittee meeting to develop a strategy to improve economic development.

Vice-Mayor Croft reported on the free dump day on October 21-22 at the Community Center.

Councilmember Turner clarified that the underfunding of a road project discussed at the last study session was due, not to a change of scope, but to enhancements and add-ins that raised the cost.

Mayor Marley read an email from anti-bullying ambassador Elizabeth Vicory encouraging Town residents to wear mismatched socks on October 21 as part of anti-bullying month observances.

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

Mr. Smith had nothing to report.

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 Jack Miller to approve consent agenda item (b) to accept the September 20, 2016 study session minutes.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to accept the following two grants and authorize Town Manager, Robert Smith to sign the contracts between the AZ Governors Office of Highway Safety and the Town of Chino Valley on behalf of the Chino Valley Police Dept.:
(i) Grant in the amount of $20,283.00 for the purchase of two digital vehicle camera systems, two Lidar units, and to fund officer overtime to perform strategic traffic enforcement; and
(ii) Grant in the amount of $11,000.00 for the purchase of two Portable Breath Testings devices and to fund officer overtime to perform DUI and impaired driving enforcement details. (Chuck Wynn, Police Chief)

Councilmember Mendoza asked about any ongoing costs associated with these grants. Lt. Schaan stated that there were none; and the Police Department had been using these grants for 15 years and had always received complete reimbursement for any funds spent on the programs.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to approve consent agenda item (a).

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to accept the September 20, 2016 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.

a) Presentation by the Mayor's Ad Hoc Recreation Committee, discussion, and possible action regarding the motor sports proposal for use of land at Old Home Manor. (Mayor Marley)

Recommended Action: Direct staff regarding the motor sports proposal for use of land at Old Home Manor.

Mayor Marley reported that Mr. David Brinkley would give the presentation on this item.

Mr. Brinkley introduced his son, John, and spoke about his background and experience as a racing promoter, including Yavapai Downs. He then presented on the proposal for the motor sports facility:

- *Benefits to community:* He possessed everything needed to construct a facility, except the ground; he possessed a fully prepared ambulance that would be available to the community; the facility could be used as an emergency evacuation area; and it would provide recreation and family environment, up to 61 part-time positions per race, and economic development from the 700-1,000 participants and attendees.
- *Vision:* To provide a venue for racers in a cooler climate than the Valley; include cars of various classes; host a world class facility that could bring nationally touring teams; establish programs through the schools; be an asset to the community; and possibly grow to 5,000 in attendance in the future.
- *Mitigation:* Noise mitigation ideas and technologies included new mufflers, berms, curfews, dust mitigation, dark-sky compliant lighting, and an appropriate public announcement system. They would also perform a decibel study at the proposed location.
- *Schedule:* The facility schedule would be set and made available to the public in January; the season would run April through October, with race days on Saturdays and occasional holiday weekend series. Actual race times were about an hour per evening from 6:00 p.m. through curfew and the longest races were seven minutes long. Eventually, he hoped to include motorcycle racing during the off-season winter months.

Ms. Mayday reported on decibel (dB) levels: At the Arizona Speedway, a comparable facility to the proposed, the average dB level for warm ups, heats, and races with 12-15 cars was 75-82

dB. Mr. Brinkley added that a library environment was 65 dB, and 80 dB compared to standing outside Dulles Airport watching a 737 take off. With both, it was possible to have a normal conversation.

Public comment:

Public members speaking against the proposal were: Kirstin Husmati, president of Haystack Ranches HOA Committee; Sandra Thurman, Bright Star resident; Linda Walker, Bright Star resident; Harley Armentrout, Bright Star resident; and Susan Russitar, retired respiratory therapist. Reasons for opposition were:

- bad location;
- many in Haystack were against it;
- devaluation of properties;
- spoiling the Town's identity as a horse community;
- disturbing the pronghorn;
- loss of serenity;
- noise levels, lights and odors;
- traffic and extra policing needed; and
- dust and C02 pollution from cars accessing the facility.

Public members speaking in support of the proposal were: Jerry Brown, racer; Greg Gillum, Prescott Valley racer; Jason Nance, resident, Town business owner, and racer; Richard Johnson, resident and track chaplain; James McKellery, Prescott Valley racer; Ron Hull, resident; Gina Norbury; Theresa Collins, racer mom; Grady Clements, youth racer; Kevin Miner, Prescott Valley Raceway worker; Sam Gillum, youth racer; and Bob Mucha, racing parent. Reasons in favor were:

- good location;
- racetracks in other locations in close proximity to homes, including Prescott Valley, caused no devaluation;
- horses and racetracks co-existed well, including Prescott Valley, and San Tan;
- no ill effects on pronghorns and wildlife during races in similar locales;
- investment in community;
- other tracks were limited to 90 dB, and new mufflers maintained sound requirements;
- noise already existed at Old Home Manor (OHM) from the model aviators and shooting range;
- racers strictly adhered to given regulations and restrictions;
- safe activity for kids and families, with children as young as four years participating;
- visitors did not usually arrive at once;
- many participants and enthusiasts had lung issues, with no adverse effects, and track officials kept the dust down; and
- the Town could use the revenue.

Public members who supported racing or were neutral, but expressed concerns were: Sandra Thurman, Bright Star resident; Todd Austin, new Bright Star resident; Candace Sheridan, Prescott resident; and Julie Van Wuffen, Bright Star resident and Planning and Zoning Commissioner. Concerns were expressed about:

- location;
- noise and dust mitigation;
- conflicts with equestrian center use at same time;

- future expansion;
- use of track in off-season;
- Town officials reviewing possible studies about effects on property values; and
- Town officials investigating the proposal thoroughly.

Melissa Austin, Bright Star resident, commented that both sides were providing good information.

Donna Armstrong, resident and Parks and Recreation Advisory Board member, suggested that the Town include a lease provision, similar to the one in the Chino Valley Equestrian Association lease, reserving certain days for its own use. She also supported activities that included children.

Council, staff, and Mssrs. Brinkley provided additional information about the following:

- *Use of Town's acreage in Paulden:* Mayor Marley and Mr. Smith noted that the Town's Paulden properties were purchased for water rights and, as disposition of the property was ruled by the financing to procure it, the Town could not sell it until the bonds were done.
- *Decibel levels:* Mr. Brinkley related that decibels were measures of sound pressure—the length of time sound was being produced—regardless of the number of cars. Racer Scott Kevner added that a telephone dial tone was 80 dB, city traffic inside a car was 85 dB, and 1983 OSHA monitoring requirements started at 90 dB.
- *Impacts on equestrian uses:* John Brinkley related that the entire time he operated in Prescott Valley next to Yavapai Downs, there was no effect on horses or riders with use of the pre-muffler.

Mayor Marley commended the public for their civility during this discussion, then reviewed the initial proposed talking points for a potential lease. He would then forward the talking points as revised by this discussion to Yavapai Community College for their input, pursuant to the Town's lease agreement with them.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to recess the meeting at 7:56 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley reconvened the meeting at 8:11 p.m.

Council discussed the proposal and commented on:

- the balance of not wanting to impact the Town's quality of life; growth and change being inevitable; and not wanting to miss an opportunity for the Town;
- discussions with the Chino Valley Equestrian Association (CVEA) and visits to Queen Creek racetrack that were behind the proposal;
- positive co-existence between racetracks and equine uses in other locales; and
- creating performance measures should the use be approved, such as strict adherence to noise limits.

Council, staff, town attorney, and Mssrs. Brinkley reviewed and discussed the talking points.

Key points were:

- The lease could restrict the hours beyond the noise ordinance, and include specific requirements for dates, times, and vehicle class restrictions. It could also include a provision for Council to negotiate and approve each year's regular and holiday schedule.
- Council asked Mr. Brinkley to provide a holiday schedule to propose to the college.
- This use, if approved, could be a good candidate for a recreational public lands Planned Area Development.
- It was important to not allow traffic bottlenecks and to work with Police personnel on circulation.
- Signage on SR 89 and at OHM would be preferred; perhaps an ADOT sign or temporary sign could go on the highway.
- Performance standards built into the agreement will protect the Town and the lessee.

The talking points were revised as follows:

- *Location*: East side of square #12 on the OHM map, between the ballfield and Quonset hut/College.
- *Dates and times*: April-October season with the following days and times:

One week night (day to be determined)	Practices	6:00-9:30 p.m.
Saturdays	Junior Classes & quiet racing	9:00 a.m.-6:00 p.m.
Saturdays	General racing	6:00-10:30 p.m.
Sundays (on holiday schedule)	General racing	2:00-10:30 p.m.

- *Decibel ratings for mufflers:* 95 dB at 100 feet
- *Housekeeping:* Dust control of parking lot, track and access road; trash cleanup; neat appearance, per Brinkley's Speedway Proposed Contract Guidelines.
- *Traffic control:* The lessee would provide it, similar to the language that was in the CVEA lease.
- *Safety:* Brinkley's Speedway Emergency Action Plan as modified by Chino Valley Police Department and Fire District.
- *Good neighbor policy:* Conflicts between racetrack and other OHM lessees that are not resolved between the parties will be brought to Council.
- *Length of lease:* Up to 20 years with five-year performance measures.
- *Future expansion:* 26 acres, with any expansion needing Council approval.
- *Utilities:* (i) Waste—vault and haul (porta-potties first year) with mandatory sewer hookup when available; (ii) Water—Haul as needed (20,000-40,000 per day of operation); (iii) Power—Onsite generators; maybe house power later on.
- *Final Schedule:* Finalized schedule will be available January 1 of each year.

Mayor Marley stated that he would summarize the talking points in a letter and forward them to Yavapai Community College.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to take this process, smooth it out, put it in a letter, and forward it to the Community College for their approval.

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to approve a Conditional Use Permit for an electronic LED (Light-Emitting Diode) gasoline price display sign at 995 S. State Route 89, Yavapai County Assessors Parcel No. 306-29-047C. (Ruth Mayday, Development Services Director)

Recommended Action: Approve a Conditional Use Permit for an electronic LED gasoline price display sign at 995 South State Route 89.

Ms. Mayday presented on this item:

- *Location:* Shell Station on the northeast corner of E. Road 2 South and SR 89.
- *Request:* To update signage and include an electronic message board to replace the manual gasoline pricing sign board.
- *Conformance:* The request was consistent with the nearby Maverik Station and conformed with the General Plan.
- *Public outreach:* The applicant followed the public process and held a public hearing, at which no one attended, except a person from the sign company.
- *Planning and Zoning Commission hearing:* The Commission recommended approval by unanimous vote.

Council asked about the pending new sign code regulations. Ms. Mayday stated that this was being done under the existing rules.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve action item 7b, approve a Conditional Use Permit for an electronic LED gasoline price display sign at 995 South State Route 89.

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics. (Jami Lewis, Town Clerk)

Recommended Action: Affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics.

Council discussed the upcoming study sessions and discussion topics, and scheduled the study session dates and agenda items as follows:

- October 18: Agribusiness/Agritourism (one-hour timed item); manufactured home sales tax.
- November 15: Customer Service/Utilities code changes; UDO sign regulation amendments; dog ordinance revision.
- December 20: Cancel.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to schedule study sessions as discussed.

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to:
(i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and
(ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position. (Mayor Marley)

Recommended Action:
(i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and
(ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position.

Council did not discuss the item.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to (i) accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and (ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to recess the regular meeting and hold an executive session at 9:26 p.m.

Vote: 7 - 0 PASSED - Unanimously

a) An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or resignation of Robert Smith, Town Manager. (Mayor Marley)

b) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 11:19 p.m.

a) Consideration and possible action to approve the Town Manager's Work Plan. (Mayor Marley)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve town manager's work plan as suggested and modified by Town Council.

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility. (Mayor and Council)

Council took no action on item 9b.

10) ADJOURNMENT

MOVED by Councilmember Susie Cuka, seconded by Councilmember Mike Best to adjourn the meeting at 11:19 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 11th day of October, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of November, 2016.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 11/08/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the October 18, 2016 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the October 18, 2016 study session minutes.

Attachments

October 18, 2016 minutes

D R A F T

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

TUESDAY, OCTOBER 18, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 18, 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; Finance Director Joe Duffy; Development Services Director Ruth Mayday; GIS/CAD/Web Technician Jan Mazy (videographer); Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

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

2) Status update and discussion regarding Agritainment (Agribusiness) uses in certain zoning districts in the Town. (Ruth Mayday, Development Services Director)

Ms. Mayday reported that in August, Council reviewed a draft ordinance that would amend the Unified Development Ordinance (UDO) and staff had updated the draft per Council's comments.

The purpose for proposed agritainment overlay was that Chino Valley's rural atmosphere set it apart from other communities. In an effort to keep the rural atmosphere alive, staff was trying to make the process easier for small ag-oriented businesses than the Conditional Use Permit (CUP) and Planned Area Development (PAD) processes. She presented an overview of the latest draft, including the following topics:

- Purpose and definitions of an agritainment overlay.
- History of proposed concept from January 2015 until now.
- Regulations pertaining to camping and campgrounds, and arenas and stables in the overlay vs. other uses.
- Overregulation of some agricultural ("ag") uses in the UDO.
- Conflicts between special event permits, festivals, and temporary use regulations in the UDO and Town Code, and ag uses being undefined.
- Current zoning classifications and uses in AR-4 and AR-5 zoning districts.
- Staff discretion vs. public hearing process.
- How zoning influenced property taxes and sales taxes.
- Town land use applications.
- Freeman Farms, property taxes, sales taxes, and UDO paving requirement.
- Appeal process for UDO interpretation.

Council expressed concern about:

- Eliminating the public review process from the overlay process.
- Conflicts between the overlay and state law regarding ag building permit exemptions.
- Inability of the Town staff to enforce an additional set of regulations due to lack of resources.
- Folks using the overlay to get around commercial oversight.
- Possibly giving an unfair advantage to some businesses.

In response to Council's questions and concerns, staff provided more detail on the following matters:

- *Code Conflicts:* A building built for an ag business was considered a commercial structure per the International Building Codes (IBC), but some of the Town's commercial requirements, such as the paving requirement, conflicted with certain ag uses. With an agritainment overlay, Council would have the discretion to waive the paving. There were also conflicts between the UDO and Town's Festival Code.
- *Agricultural building permit exemption:* Prior to the 2006 UDO, the Town, as well as other entities, exempted ag buildings from permit requirements. The 2006 UDO eliminated that exemption and the current IBC had a specific category and regulations for ag buildings, such that, once an ag structure was used for the public, it was no longer an ag structure. There was still a question, however, if the exemption still existed for property outside municipal limits. While there were state rules that would supercede some Town codes, the overlay would be an option, not a code to be imposed on whole zoning districts.
- *Ag zoning and tax law:* A property could have ag zoning without having an ag taxing base.
- *CUP process vs. overlay:* Under the CUP process, new construction required paving. Staff had the discretion to choose between asphalt, concrete, or chip seal, but could not waive it entirely. The only way around this was to amend the ordinance, appeal to the Board of Adjustment, or apply for a PAD, under which paving could be waived, but was very costly to obtain. The overlay would only require a hard packed surface. Staff could create an abbreviated CUP process, then review the UDO for further amendments.
- *Overlay oversight:* The overlay would not circumvent commercial regulations. Council could limit agritainment uses to specific timeframes, such as one per month, and after that, the use would require a CUP. Conversely, a limit such as one per month would hamper uses like animal rescues that did public activities daily.
- *Construction lending:* Commercial lenders shied away from CUPs, but agribusiness uses would not impact property to the degree that financing would be jeopardized.
- *Issues with illegal hay sales:* The legislature just repealed sales tax on ag feed stuffs, so these no longer had a competitive advantage. It was a difficult issue to for the Town, but when staff received a complaint from the public, Code Enforcement staff addressed it.

Public comment:

Helen Collins with Horses With Heart spoke about the difficulties the organization had starting its operation in Town due to the problems in the UDO. Although the overlay could be a positive addition to the Town, there were still many unanswered questions and the underlying problems in the UDO should to be addressed first.

Chris Fonoti, resident, supported the proposal, as it would bring in tourism and she had not heard about any negative effects.

Council discussion:

- As an agritainment use would change the dynamic of the neighborhood, they supported retaining the CUP requirement for a neighborhood meeting.
- Rather than create a whole new regulation, they preferred that staff create agritainment as a subset of the CUP process, with its own requirements and reliefs.

3) Presentation regarding the Manufactured Home Sales Tax Rate in the Town of Chino Valley. (Joe Duffy, Finance Director)

Mr. Duffy presented on this item:

- The Town had the highest tax rate for manufactured homes among its direct municipal competitors. The higher tax rate was a significant issue for borrowers and was causing buyers to purchase from other locations to save money.
- The financial impact of reducing the sales tax rate was estimated at $27,750-$55,500 for a 1%-2% decrease. However, reducing the tax rate could result in more homes being sold.
- As the state tax code had a specific category for manufactured homes, it would be simple to change. After a public hearing in December and submittal to the State, the earliest effective rate change date would be March 1, 2017. The requirement to post the rate change for 60 days on the website would not be needed, as that did not apply to tax reductions.

Dave Rowe, General Manager of Clayton Homes, and Executive Committee Member for the manufactured housing industry in Arizona, explained that:

- Clayton's sister companies in Mesa and Glendale were using the Town's tax rate to discourage Town homebuyers from purchasing in Town. Chino Valley did not get the sales tax for homes purchased in Mesa and Glendale as the tax code dictated that taxes were paid at the point of sale.
- In order to compete, he was having to absorb the extra tax, and due to weaker sales, the parent company was considering closing the local store. While his overhead might be less than the sister companies, corporate considered only volume.
- His only local competitor, Best Buy in Prescott Valley, was unable to offer the same advantages to buyers as Clayton, such as inhouse financing. As he believed the Chino Valley market was going to grow, he needed to be competitive.

One Councilmember commented that while the sales tax loss would be about 1% of total sales tax revenue, the business contributed to the employment base.

4) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 7:32 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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 18th day of October, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of November, 2016.

_____
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:	11/08/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item
Estimated length of staff presentation:	None
Physical location of item:	2700 N. State Route 89

AGENDA ITEM TITLE:

Consideration and possible action to approve final plat for North Chino Business Park Condominium Plat. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Because the proposed plat represents a change in ownership of existing buildings and airspace rather than new development, staff recommends approval of the North Chino Business Park Condominium.

SITUATION AND ANALYSIS:

Summary of Issues and Staff Rationale: Applicant Watkins Leasing LLC has requested approval of a final plat for the North Chino Business Park Condominium. The Plat proposes to divide the airspace within the existing structures into three (3) units, each having a concomitant external tract (Tracts 1A, 2A, 3A) and a common area for parking mutual use. No additional structures are proposed; the applicant is requesting the ability to divide airspace rather than land, thereby creating a condominium form of ownership rather than fee simple.

The subject parcel is currently zoned CH (Commercial Heavy) and carries a land use designation of Commercial/Multi-family residential. Staff finds that approval of the plat will have no effect on zoning or land use and complies with both the UDO and the General Plan.

Findings of Fact

1) The proposed development complies with all provisions of this ordinance and all other ordinances, master plans, General Plans, goals, objectives, and standards of the Town.
2) The proposed development does not have any detrimental effect upon the general health, welfare, safety, and convenience of persons residing or working in the neighborhood, and shall not be detrimental or injurious to the neighborhood.
3) The proposed development promotes a desirable relationship of structures one to another, to open spaces, and to topography both on the site and in the surrounding neighborhood.
4) Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas and pedestrian ways, are so designed as to promote safety and convenience and to be

consistent with the requirements and intent of the landscaping and buffering requirements of this Ordinance.

Fiscal Impact

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

Attachments

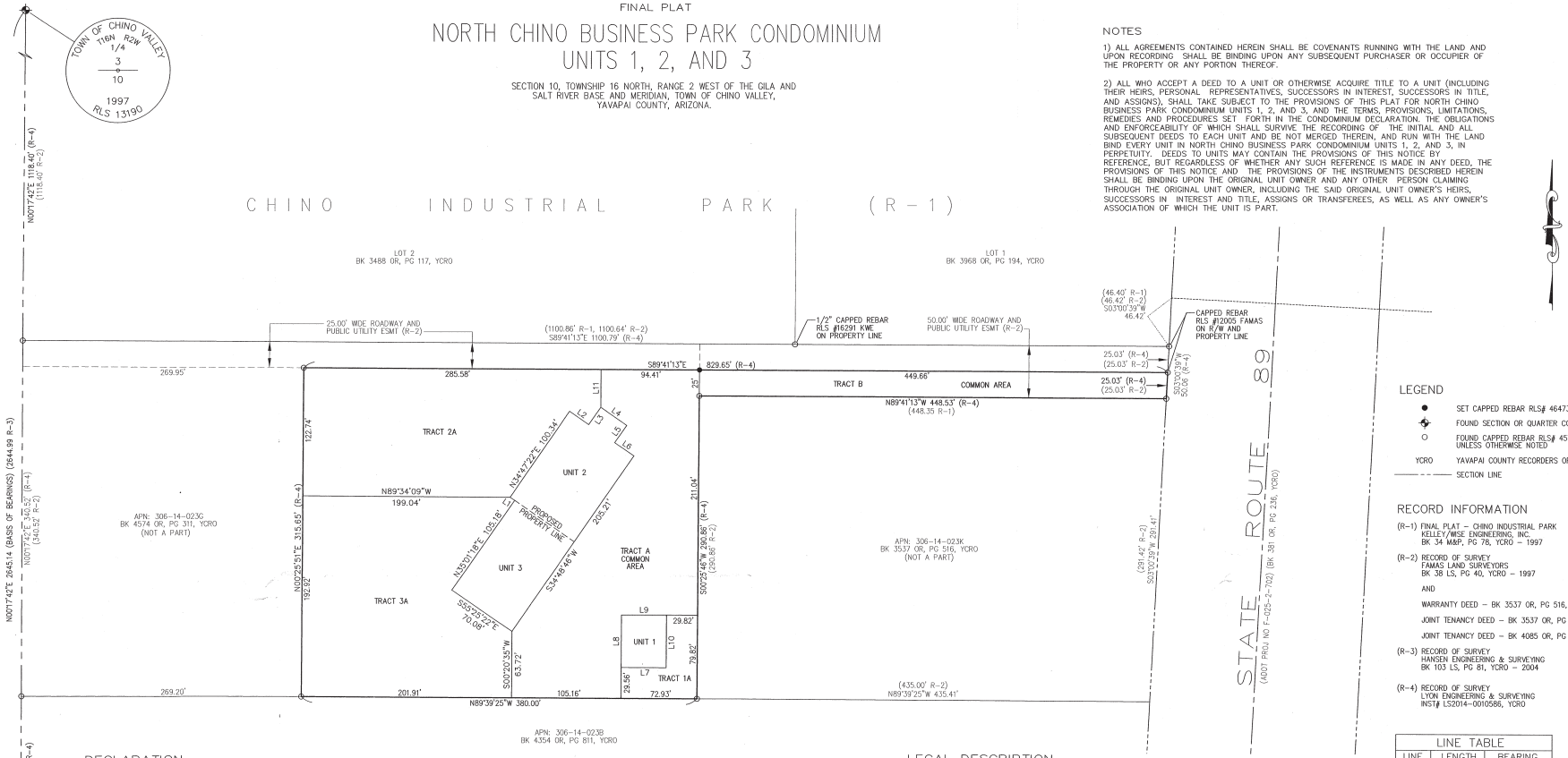
Proposed Plat reduced
Site Map

FINAL PLAT

NORTH CHINO BUSINESS PARK CONDOMINIUM
UNITS 1, 2, AND 3

SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA.

TOWN OF CHINO VALLEY T16N R2W 1/4 3 10 1997 RLS 13190



NOTES

1) ALL AGREEMENTS CONTAINED HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT PURCHASER OR OCCUPIER OF THE PROPERTY OR ANY PORTION THEREOF.

2) ALL WHO ACCEPT A DEED TO A UNIT OR OTHERWISE ACQUIRE TITLE TO A UNIT (INCLUDING THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST, SUCCESSORS IN TITLE, AND ASSIGNS), SHALL TAKE SUBJECT TO THE PROVISIONS OF THIS PLAT FOR NORTH CHINO BUSINESS PARK CONDOMINIUM UNITS 1, 2, AND 3, AND THE TERMS, PROVISIONS, LIMITATIONS, REMEDIES AND PROCEDURES SET FORTH IN THE CONDOMINIUM DECLARATION. THE OBLIGATIONS AND ENFORCEABILITY OF WHICH SHALL SURVIVE THE RECORDING OF THE INITIAL AND ALL SUBSEQUENT DEEDS TO EACH UNIT AND BE NOT MERGED THEREIN, AND RUN WITH THE LAND BIND EVERY UNIT IN NORTH CHINO BUSINESS PARK CONDOMINIUM UNITS 1, 2, AND 3, IN PERPETUITY. DEEDS TO UNITS MAY CONTAIN THE PROVISIONS OF THIS NOTICE BY REFERENCE, BUT REGARDLESS OF WHETHER ANY SUCH REFERENCE IS MADE IN ANY DEED, THE PROVISIONS OF THIS NOTICE AND THE PROVISIONS OF THE INSTRUMENTS DESCRIBED HEREIN SHALL BE BINDING UPON THE ORIGINAL UNIT OWNER AND ANY OTHER PERSON CLAIMING THROUGH THE ORIGINAL UNIT OWNER, INCLUDING THE SAID ORIGINAL UNIT OWNER'S HEIRS, SUCCESSORS IN INTEREST AND TITLE, ASSIGNS OR TRANSFEREES, AS WELL AS ANY OWNER'S ASSOCIATION OF WHICH THE UNIT IS PART.

LEGEND

- ● SET CAPPED REBAR RLS# 46473
- FOUND SECTION OR QUARTER CORNER
- ○ FOUND CAPPED REBAR RLS# 45759 UNLESS OTHERWISE NOTED
- YCRO YAVAPAI COUNTY RECORDERS OFFICE
- SECTION LINE

RECORD INFORMATION

(R-1) FINAL PLAT – CHINO INDUSTRIAL PARK
KELLEY/WISE ENGINEERING, INC.
BK 34 M&P, PG 78, YCRO – 1997

(R-2) RECORD OF SURVEY
FAMAS LAND SURVEYORS
BK 38 LS, PG 40, YCRO – 1997

AND

WARRANTY DEED – BK 3537 OR, PG 516, YCRO

JOINT TENANCY DEED – BK 3537 OR, PG 517, YCRO

JOINT TENANCY DEED – BK 4085 OR, PG 602, YCRO

(R-3) RECORD OF SURVEY
HANSEN ENGINEERING & SURVEYING
BK 103 LS, PG 81, YCRO – 2004

(R-4) RECORD OF SURVEY
LYON ENGINEERING & SURVEYING
INST# LS2014-0010586, YCRO

LINE TABLE

LINE	LENGTH	BEARING
L1	5.37	N55°59'28"W
L2	22.35	S55°07'18"E
L3	20.27	N35°10'04"E
L4	30.25	S54°59'53"E
L5	20.17	S35°04'34"W
L6	22.47	S55°24'07"E
L7	43.29	N89°44'35"W
L8	50.19	N00°20'21"E
L9	43.24	S89°48'24"E
L10	50.24	S00°16'37"W
L11	36.48	S00°18'47"W

AREA TABLE

USE	AREA (SF)
UNIT 1	2,172.38
UNIT 2 & 3, EXISTING BUILDING	15,481.58
TRACT A, COMMON AREA	32,872.82
TRACT 1A	3,654.20
TRACT 2A, STORAGE YARD	30,480.75
TRACT 3A, STORAGE YARD	35,326.26
TRACT B, COMMON AREA	11,228.00

50 0 50 100
SCALE: 1"=50'

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WATKINS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER AND DECLARANT OF THAT CERTAIN REAL PROPERTY SITUATED WITHIN YAVAPAI COUNTY, ARIZONA, HAS SUBDIVIDED UNDER THE NAME "NORTH CHINO BUSINESS PARK CONDOMINIUM – UNITS 1, 2, AND 3" LOCATED IN SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS REFLECTED ON THIS PLAT AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "NORTH CHINO BUSINESS PARK CONDOMINIUM – UNITS 1, 2, AND 3" AND HEREBY DECLARES THAT:

1. THIS PLAT SETS FORTH THE LOCATION AND IDENTIFYING NUMBER OF EACH UNIT SHOWN HEREON AS WELL AS THE HORIZONTAL BOUNDARIES OF EACH UNIT, AND IDENTIFIES THE COMMON ELEMENTS CONTAINED WITHIN THE PLAT BOUNDARY.
2. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 1A IS RESERVED FOR THE USE OF UNIT 1.
3. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 2A IS RESERVED FOR THE USE OF UNIT 2.
4. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 3A IS RESERVED FOR THE USE OF UNIT 3.
5. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT B IS DEDICATED AS COMMON AREA FOR ROADWAY AND PUBLIC UTILITIES FOR PARCELS 1, 2, & 3 AS SHOWN AND RECORDED IN BOOK 38 OF LAND SURVEYS, PAGE 40, YCRO
6. THIS PLAT GRANTS A PUBLIC UTILITY EASEMENT, OVER, UNDER AND ACROSS TRACT A AND TRACT 2A, TO CONSTRUCT, OPERATE, MAINTAIN, AND ACCESS SAID UTILITIES, TO THE OWNERS OF SAID REAL PROPERTY.
7. THIS PLAT GRANTS A BLANKET UTILITY EASEMENT, OVER, UNDER AND ACROSS UNITS 1, 2, & 3, TO CONSTRUCT, OPERATE, MAINTAIN, AND ACCESS INTERNAL UTILITIES.

IN WITNESS WHEREOF, WATKINS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER AND DECLARANT, HAS CAUSED THE NAME OF THE COMPANY TO BE AFFIXED HEREUNTO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF DUANE WATKINS, MANAGING MEMBER OF WATKINS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, BEING DULY AUTHORIZED TO SO DO,

ON THIS _____ DAY OF _____, 2016.

WATKINS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
DUANE WATKINS, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF YAVAPAI } SS

ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR DUANE WATKINS, WHO ACKNOWLEDGED HIMSELF TO BE MANAGING MEMBER OF WATKINS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SUCH OFFICER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACCEPTANCE CERTIFICATE

THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ON THIS _____ DAY OF _____, 2016, HEREBY APPROVES THIS PLAT.

_____
MAYOR

_____
TOWN CLERK

_____
TOWN ENGINEER

C. C. AND R.'s

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "NORTH CHINO BUSINESS PARK CONDOMINIUM" ARE RECORDED IN INSTRUMENT #_____, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AND IS HEREBY INCORPORATED AS A PART OF THIS PLAT.

UNIT NOTES

1) HORIZONTAL UNIT BOUNDARIES:

FACE OF STUD TO FACE STUD

VERTICAL UNIT BOUNDARIES:

TOP OF FINISHED SLAB TO BOTTOM OF CEILING TRUSS.

2) ALL AREAS OUTSIDE UNIT BOUNDARIES = PER DECLARATION

LEGAL DESCRIPTION

A parcel of land lying within a portion of the northeast ¼ of Section 10, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Also being a portion of that certain parcel recorded in Book 3537 of Official Records, Page 517, Yavapai County, Arizona, and shown on the Record of Survey Book 172 of Land Surveys, Pages 72, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 00°17'42" East as measured between a found ½"capped rebar, RLS# 16921 at the center of Section 10 and a 4"brass cap, RLS# 13190 at the north quarter corner of said Section 10, as recorded in Book 172 of Land Surveys, Page 72, Yavapai County Recorders Office, Yavapai County, Arizona.)

COMMENCING at a found ½"capped rebar, RLS# 16921 at the center of Section 10;

Thence North 00°17'42" East, along the center Section line of said Section 10, a distance of 1186.22 feet;

Thence South 89°39'25" East, a distance of 269.20 feet to the TRUE POINT OF BEGINNING;
Thence North 00°25'51" East, a distance of 315.65 feet;

Thence South 89°41'13" East, a distance of 829.65 feet to point on the westerly right of way line of State Route 89 as recorded in Book 381 of Official Records, Page 236, Yavapai County Recorders Office;

Thence South 03°00'39" West, along said westerly right of way line, a distance of 25.03 feet;

Thence North 89°41'13" West, a distance of 448.53 feet; Thence South 00°25'46" West, a distance of 290.86 feet;

Thence North 89°39'25" West, a distance of 380.00 feet to the TRUE POINT OF BEGINNING.

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR 46473 JASON O'BRIEN ARIZONA U.S.A.

EXPIRES 6/30/16

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LYON ENGINEERING
Civil Engineers • Land Surveyors
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

DATE: 08-22-16	DRAWN BY: RJW
JOB NO: 237-15	CHECKED BY: JO

SHEET 1 OF 2

North Chino Business Park Condominium

Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- Parcel Labels
- Cities

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 11.1.2016

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	11/08/2016
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible adoption of Resolution No. 16-1093 approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA); delegating the determination of certain matters relating thereto to the Town Manager of the Town; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and the resolution and declaring an emergency. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve Resolution No. 16-1093 related to the loan agreement with WIFA.

SITUATION AND ANALYSIS:

In 2015 the Town of Chino Valley submitted details to the Water Infrastructure Authority of Arizona (WIFA) to refinance the existing USDA-RD loans used to construct the sewer distribution system and install a 3,145 lineal feet of sewer line from State Route 89 to the Mollie Rae Estates subdivision. The Town approved the loan on November 10, 2015.

During design of the Center Street Sewer Project the Engineer's Estimate exceeded the original project amount. The Town determined that an additional $640,000 would be needed to complete the project.

On September 27, 2016 Council approved Resolution No. 16-1092 authorizing the Town to apply for a Clean Water State Revolving Loan through WIFA for $640,000.

On October 26, 2016 the WIFA board approved the loan with additional forgivable principal of $312,500.

Resolution 16-1093 authorizes the execution and delivery of the loan agreement with WIFA. The proposed loan closing date is December 8, 2016. A summary of the loan documents is attached. The complete loan documents are available for review by the Council members at Town Hall.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available:
Funding Source:
Fiscal Impact will be discussed during the presentation.

Attachments

Resolution 16-1093

RESOLUTION NO. 16-1093

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM AND, IF NECESSARY, GUARANTY OR SIMILAR AGREEMENTS TO PROVIDE INSURANCE POLICIES OR SURETY BONDS NECESSARY IN CONNECTION THEREWITH; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE TOWN MANAGER OF THE TOWN; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO, AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Common Council of the Town of Chino Valley, Arizona (the "Town"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Clean Water Revolving Fund Program (the "Program") to provide funds to pay additional costs to design and install a sewer extension to the Mollie Rae Estates subdivision in the Town as well as the cost of the Program (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the Town with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the Town and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the Town pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of certain revenues to be received by the Town from the ownership, use or operation of the properties and facilities of the complete water and sewer plant and system of the Town and, initially, revenues from the unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the Town imposes; provided that the Mayor and Common Council of the Town may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Common Council and revenues from any excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona or any agency thereof and returned, allocated or apportioned to the Town, except the Town's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes (collectively, the "Source of Payment"); and

WHEREAS, the Mayor and Common Council of the Town have determined that it will be beneficial to the citizens of the Town to enter into and to perform the Loan Agreement, whereby the Town will borrow not to exceed $640,000 from the Authority; and

WHEREAS, the Loan shall be repaid before or on twenty (20) years from the date of the execution and delivery of the Loan Agreement and the Loan shall bear interest at a rate not to exceed four percent (4%) per annum; and

WHEREAS, the proposed form of the Loan Agreement has been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted;

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

Section 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Resolution was adopted are hereby approved, with such insertions, omissions and changes, not inconsistent with the Town's application to the Authority or the requirements of the federal government or the Authority or which would result in terms more adverse to the Town, as shall be approved by the Town Manager of the Town, the execution of such document being conclusive evidence of such approval, and the Mayor or, in the absence thereof, the Vice Mayor of the Town and the Clerk of the Town are hereby authorized and directed, for and on behalf of the Town, to execute and attest and deliver, respectively, the Loan Agreement.

Section 2. For the payment of the principal of and interest on the Loan, the Town shall pay the Loan Repayments provided for in the Loan Agreement. (The Town shall also pay all other amounts required to be paid by the Town pursuant to the provisions of the Loan Agreement.)

Section 3. The obligation of the Town to pay the Loan Repayments provided for in the Loan Agreement (as well as to make the other payments provided for in the Loan Agreement) is limited to payment from the Source of Repayment, and the obligations of the Town under the Loan Agreement shall not constitute nor give rise to a general obligation of the Town or any claim against its *ad valorem* property taxing powers or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the Town.

Section 4. The appropriate officials and officers of the Town are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement and by this Resolution, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

Section 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Mayor and Common Council of the Town hereby declare that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable. All resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any resolution or any part thereof.

Section 6. All actions of the officers and agents of the Town including the Mayor and Common Council of the Town which conform to the purposes and intent of this Resolution

and which further the execution and delivery of the Loan Agreement as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this Resolution.

Section 7. All acts and conditions necessary to be performed by the Town or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the Town will at the time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

Section 8. All formal actions of the Mayor and Common Council of the Town concerning and relating to the passage of this Resolution were taken in an open meeting of the Mayor and Common Council of the Town, and all deliberations of the Mayor and Common Council of the Town and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 9. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public health and welfare and for the further reason that the execution and delivery at the earliest possible date of the Loan Agreement is urgently needed to attempt to secure the lowest possible interest cost to the City; therefore, an emergency is hereby declared to exist and this Resolution is enacted as an emergency measure and shall be in full force and effect from and after the passage and adoption by the Mayor and Common Council of the Town, as required by law, and this Resolution is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Section 10. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Resolution shall be and remain irrepealable until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

PASSED AND ADOPTED on November 8, 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. 16-1093 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on November 8, 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

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	11/08/2016
Contact Person:	Michael Lopez, Public Works Director/Town Engineer Phone: 928-636-2646 x-1226
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Center Street, SR 89 to Sycamore Vista Drive

AGENDA ITEM TITLE:

Consideration and possible action to award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive.

RECOMMENDED ACTION:

Award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for the construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive.

SITUATION AND ANALYSIS:

Issue Statement

At 60% plans it was determined that initial cost estimates for the project (provided by Public Works when we applied for WIFA financing) were short. These are the numbers that we based our financing application to WIFA on back in January of 2015. At 90% plans we confirmed that the initial project estimates were less than what is needed to complete the project, and we contacted WIFA to find out what our options were to secure the additional $640,000 needed to complete the work. WIFA indicated that this does happen from time to time, and suggested that we apply for the remaining funds that would be necessary to complete the project.

On October 11, 2016 Council approved staff to pursue the additional funding to move forward according to existing schedule. On October 19, 2016, the Public Works and Finance Directors went to the WIFA board meeting to advocate for the additional funding required to complete this project. After a brief explanation, the additional funding was unanimously approved by the Board.

On October 26, 2016 bids were received for the construction of this project. The following is a summary of the bid results.

ANN CONTRACTING, INC.	$1,249,971.45
ASPHALT PAVING & SUPPLY, INC.	$1,353,450.55
EARTH RESOURCES CORPORATION	$ 792,403.05
RED POINT	$1,186,070.00
STANDARD CONSTRUCTION COMPANY, INC.	$ 922,523.50
CAPITAL IMPROVEMENTS, LLC	$ 997,000.00
JOHANSEN CONSTRUCTION, INC.	$1,220,509.70
T & T CONSTRUCTION, INC.	$1,390,146.60

Earth Resources is the successful responsive bid.

Applicable "Policy"
The project size requires that this project be publicly bid.

Satisfaction of "Policy"
A public bid opening was held on October 26, 2016 in accordance with procurement policies of the Town

Summary of Issues and Staff Rationale
N/A

Findings of Fact
The project was publicly bid and the lowest responsible bidder was Earth Resources Corporation in an amount not to exceed $792,403.05.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 06-95-5586
Available: $792,403
Funding Source:
Funds to be provided by WIFA financing. Project was included in the FY 2015/2016 budget.

Attachments

Center Street Sewer Main Ext Contract

CONSTRUCTION SERVICES CONTRACT
FOR DESIGN-BID-BUILD (DBB) PROJECT

Center Street Sewer Main Extension Project

October 13, 2016

Mayor
Chris Marley

Vice Mayor Darryl Croft
Council Member Lon Turner
Council Member Susie Cuka
Council Member Mike Best
Council Member Corey Mendoza
Council Member Jack Miller

CONSTRUCTION SERVICES CONTRACT
FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT, made and entered into this 8th day of November 2016 by and between the Town of Chino Valley, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "TOWN" and **Earth Resources Corporation**, hereinafter designated the "CONTRACTOR."

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CONSTRUCTION SERVICES

1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Center Street Sewer Main Extension Project and is generally described as follows: Complete construction of the Center Street Sewer Main Extension Project in accordance with the Contract Documents. The full scope of work is described in detail in the Contract Documents.

1.2 CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

2.0 CONTRACT TIME

2.1 CONTRACTOR shall submit to TOWN, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.

2.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence for the Contract.

2.3 The Work shall be substantially complete within 60 working days after the date when the Contract Time commences to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within 75 working days after the date when the Contract Time commences to run.

2.4 Failure of CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling TOWN to terminate the Contract unless CONTRACTOR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

2.5 Failure of TOWN to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CONTRACTOR'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

2.6 TOWN's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling TOWN to all the remedies set forth herein or provided by law.

3.0 LIQUIDATED AND SPECIAL DAMAGES

3.1 It is hereby agreed that the amounts per day set forth herein in paragraph 3.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by TOWN, and CONTRACTOR agrees to pay such liquidated damages as herein provided.

3.1.1 TOWN and CONTRACTOR recognize that time is of the essence for this Contract and that TOWN will suffer financial loss, in addition to and apart from the costs described in Paragraph 3.2, if the Work and/or portions of the Work are not performed and completed within the times specified, plus any extensions thereof allowed in accordance within the Contract Documents. TOWN and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by TOWN if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Four Hundred and Thirty dollars and no cents ($430) for each working day that expires after the time specified for substantial completion, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR neglects, refuses or fails to complete the remaining Work within the Contract Time or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Four Hundred and Thirty dollars and no cents ($430) for each working day that expires after the time specified for Final Completion and readiness for final payment.

3.2 <u>Special Damages</u>: In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay TOWN the actual costs reasonably incurred by TOWN for TOWN's PM/CM, if applicable, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified for Final Completion, including any extensions thereof made in accordance with the

Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is $0 per hour. The rate for the work by the Project Engineer for this Contract is $ 0 per hour. The rate for work by TOWN is $0 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

3.3 TOWN may withhold and deduct from any payment due to CONTRACTOR the amount of liquidated damages, special damages, and other costs, such as CONTRACTOR'S failed testing costs or damages to other TOWN property, from any moneys due CONTRACTOR under the Contract.

4.0 CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of seven hundred and ninety two thousand four hundred and three dollars and five cents ($ 792,403.05) as more specifically set forth in CONTRACTOR'S bid, and any additional amounts agreed to pursuant to valid Change Order, approved by TOWN.

5.0 CONTRACT DOCUMENTS

The following documents are pertinent to the Project:

5.1 This Contract (pages i to vii inclusive).

5.2 Addenda consisting of Numbers 1 to 3 inclusive.

5.3 The project Specifications dated 09/08/16 entitled Center Street Sewer Main Extension Project Special Provisions.

5.4 The project Drawings comprised of a set entitled Center Street Sewer Main Extension Project and dated 09/28/16

5.5 Performance Bond (page F-1) and Payment Bond (page G-1).

5.6 The approved CPM Construction Schedule dated N/A.

5.7 The project General Conditions.

5.8 The project Special Provisions.

5.9 Notice to Proceed dated November 14, 2016.

5.10 CONTRACTOR'S List of Subcontractors (pages A-6) inclusive.

5.11 CONTRACTOR'S Schedule of Manufacturers and Suppliers of Major Equipment and Material
Items (pages D-1 to D-10).

5.12 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

A. Written Attachments
B. Work Change Directives
C. Change Order(s)

6.0 MISCELLANEOUS

6.1 This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

6.2 This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.5 CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the Work to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the Work, required by the Contract Documents. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under any Contract Documents.

6.6 Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

6.7 Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of TOWN is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to Contractor.

6.8 All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be

furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by facsimile, when addressed and transmitted to the respective facsimile number as specified below or to such other address or facsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by facsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

TOWN:	CONTRACTOR:
Robert Smith	Wyatt Orr
Town Manager	Vice President
Town of Chino Valley	P.O. Box 1420
202 N State Route 89	Dewey, AZ
Chino Valley, AZ 86323	86328

6.9 No amendment or waiver of any provision of these Contract Documents nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.10 No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN specifically reserves and shall have all rights and remedies available to it under the provisions of the Contract Documents.

6.11 Immigration Law Compliance Warranty:

6.11.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration

and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

6.11.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

6.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

6.12 Non-Discrimination. Contractor, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4. The Contractor shall carry out all applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld, PLC Town Attorneys
By: Phyllis L.N. Smiley

CONTRACTOR

_____

By:_____

Title:_____

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 11/08/2016

Contact Person: Laura Kyriakakis, Human Resources Director
Phone: 928-636-2646 x-1204

Department: Human Resources

Item Type: Action Item - Presentation

Estimated length of staff presentation: 5 minutes

Physical location of item: 1020 W. Palomino Rd, Chino Valley, AZ 86323

AGENDA ITEM TITLE:

Consideration and possible action to approve the use of contingency funds, up to $10,000, for the renovation of space located in the Town of Chino Valley Library to house the Human Resources (HR) staff, office equipment, files and other various documents/records. (Laura Kyriakakis, Human Resource Director)

RECOMMENDED ACTION:

Approve the use of up to $10,000 in contingency funds to relocate HR to the North campus, and renovate space to accommodate the department's staff, office equipment, files and other various documents/records.

SITUATION AND ANALYSIS:

Issue Statement

HR would like to relocate its offices to the North campus located at 1020 W. Palomino Rd. HR is currently located at the South campus, within the Town Manager's office, located at 202 N. State Route 89. There are various reasons we would like to physically move the HR department. While we have made great strides in improving HR relations with staff, there is still much work to be done. By moving the physical HR office to a location closer to a majority of the staff, the ability to interact with staff becomes more efficient and effective. Management by walking around will create improved employee engagement through informal interaction. The intention of the HR department is to create a neutral third party (liaison) that is able to manage relationships between the employer and employee. Creating a neutral location that employees feel comfortable visiting will help HR proactively address employee concerns/issues. This in turn will facilitate improved employee morale, improved employee satisfaction, and identify/resolve employee conflict. It will also assist in the improvement of the HR strategy, training/development and risk management.

Fiscal Impact

Fiscal Impact?: 10,000

If Yes, Budget Code: 01-95-5600

Available: 10,000

Funding Source:

Funds to come from the General Fund Contingency Budget. The Contingency budget was $400,000 this fiscal. The Town has spent $275,000 this fiscal year leaving a balance of $125,000.

Attachments

HR Renovation Bid

Stoney Creek BUILDERS
Log Cabins · Custom Homes · Framing
www.StoneyCreekBuildersInc.com

ESTIMATE

Phone (602) 885-3932
Stoneycreekbuilders@ymail.com
ROC 257963

October 25, 2016

Chino Valley New Human Resources Addition
1021 Butterfield Road
Chino Valley, AZ 86323
Kenny Tribolet

- **Cut upper and lower holes every 16" in 15 foot of wall, 8 foot high to pump in sound proofing insulation.**
- **Frame 19 feet of wall with 2 door opening.**
- **Add (2) 3^0x7^0 metal doors, case and hardware keyed alike.**
- **Add electrical per code.**
- **Tie into existing HVAC, run register to back room.**
- **Drywall , tape, and texture to match. Patch needed areas.**
- **Paint new construction to match including (1) wall in storage area of library.**
- **New base as needed.**
- **Clean up and removal of all construction debris.**

Total Estimate including tax, clean up, and disposal fees: $7,420.00
Draw Schedule 50% down and 50% upon completion.

Approximate build will be 2-4 weeks. Our priority is to complete your project in a timely manner and on budget. Any changes or additions to the original contract will require a separate addendum in the contract and must be signed by both parties.

We Town of Chino Valley , herby release, waive, discharge and covenant not to sue and hold harmless from any and all liability, claims, costs and expenses whatsoever arising out of or related to any loss, damage, or injury, that may be sustained due to work done on my residence by any other work done by a Contractor other than Stoney Creek Builders Inc. either before or after they have completed their part of the construction. Stoney Creek Builders is the General Contractor for this project as stated in this contract. All Subcontractors assigned by Stoney Creek Builders for specific services in this contract are warranted by the Subcontractor and warranted by the General Contractor, Stoney Creek Builders Inc. under a two year builders warranty. This pertains only to Subcontractors hired by Stoney Creek Builders Inc. during this specific contract. Stoney Creek Builders Inc. is not liable for any work done on this contracted property prior to Stoney Creek Builders inc. or after Stoney Creek Builders Inc. have completed this specific contract.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workman's Compensation Insurance.

To be signed by authorized representative for Town of Chino Valley:

DATE_____ **SIGN**_____

Kenny Tribolet

DATE_____ **SIGN**_____

Bob Warren

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	11/08/2016
Contact Person:	Laura Kyriakakis, Human Resources Director Phone: 928-636-2646 x-1204
Department:	Human Resources
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 Resolution No. 16-1094, adopting recommended revisions to Policy No. 705 of the Town of Chino Valley Personnel Policy and Administrative Manual, as recommended. (Laura Kyriakakis, Human Resource Director)

RECOMMENDED ACTION:

Approve Resolution No. 16-1094, adopting recommended revisions to Policy No. 705, Contribution of Vacation and Sick Leave of the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual.

SITUATION AND ANALYSIS:

Policy recommendations were made through input and comments collected by the Personnel Committee members and their respective employee groups. The final policy has been reviewed by the Finance Director and Town Attorney and was also shared with Town employee's for final comment.

Below is an overview of the substantial changes made to Policy 705:

- Changed from the contribution of vacation time only to the contribution of vacation time (policy 700) AND sick time (policy 715).
- Qualifying requests are circulated by the HR Department. Requests are limited to notifying staff of the need for donations and prospective donors should contact the HR Department.
- Emphasize donations are completely voluntary.
- HR Director approves all transfers of vacation and or sick leave instead of the Town Manager or designee.
- A seriously incapacitating illness and injury are qualifying events; not just for illness. The condition must also qualify under the guidelines set forth in the Family Medical Leave Act ("FMLA"), excluding the length and/or hours of service requirement.
- If an immediate family member of an employee is the individual with a seriously incapacitating illness or injury, the employee must be the primary caregiver. The condition must also qualify under the guidelines set forth in the FMLA, excluding the length and/or hours of service requirement.

- All banks must be exhausted instead of just the vacation bank and sick bank if the recipient is an employee. All banks must be exhausted instead of just vacation bank and 48 hours from the sick bank if an immediate family member is the one with the qualifying event for whom the employee is the primary caregiver and recipient.
- Changed definition for "extended" to mean a period of two or more weeks of absence from the job due to illness or injury. Policy used to mean a period of three or more weeks…
- Donation requests must be sent to HR and not the immediate supervisor.
- HR shall determine approval based upon the criteria of the policy, not the supervisor.
- HR shall notify both the employee and their supervisor of the requested determination.
- Employees can continue to donate vacation time on an hour for hour basis. They can ALSO donate sick time if they have 192+ hours banked. The donation will be calculated at a rate of 50% on an hour for hour basis.
- HR shall coordinate tracking and processing of donations with Finance and not just inform and instruct them.
- All donations shall be processed on a proportional basis instead of as they come in. Unused donations will be returned to the donators.

Personnel Policy No. 005 requires a resolution of Council to revise the Personnel Policies. Approving the attached Resolution No. 16-1094 will approve the revised policy 705.

Fiscal Impact

Fiscal Impact?: $0.00

If Yes, Budget Code:

Available:

Funding Source:

Nominal fiscal impact.

Attachments

Resolution 16-1094

Exhibit A - Policy 705 - Contributions of Vacation and Sick Leave.Resolution

Current Policy

RESOLUTION NO. 16-1094

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AMENDING THE TOWN OF CHINO VALLEY PERSONNEL POLICY AND ADMINISTRATIVE GUIDELINE MANUAL, BY REPEALING POLICY NO. 705, DATED SEPTEMBER 12, 2002 AND ADOPTING NEW POLICY NO. 705 CONTRIBUTION OF VACATION AND SICK LEAVE, AMENDED NOVEMBER 8, 2016, RELATED TO THE DONATION OF SUCH LEAVE BY ONE EMPLOYEE TO ANOTHER EMPLOYEE IN NEED OF ADDITIONAL LEAVE DUE TO SERIOUS OR EXTENDED ILLNESS OR INJURY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Town Council may adopt by resolution rules and regulations concerning personnel administration for its employees,

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, that the Town of Chino Valley Personnel Policy and Administrative Guideline Manual is hereby amended by repealing Policy No. 705, dated September 12, 2002, and adopting Policy No. 705 Contribution of Vacation and Sick Leave, Amended November 8, 2016, to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with provisions of this Resolution, or any part of the Code or Personnel Policy and Administrative Guidelines Manual adopted herein by reference, 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 8th day of November, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

PLS:pls 2813726.1 11/2/2016

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1094 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on November 8, 2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Councilmembers were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A – Policy No. 705, Amended November 8, 2016 Contributions of Vacation and Sick Leave.

EXHIBIT A
Personnel Rule Revisions

CONTRIBUTION OF VACATION AND SICK LEAVE

I. PURPOSE:

The purpose of this policy is to establish guidelines and procedures for the contribution and transfer of vacation and sick leave accrued under Policy 700 and 715 of this Manual.

II. POLICY AND GUIDELINES:

It is the policy of the Town of Chino Valley that one employee may donate vacation and/or sick leave to another employee who has a non-job related, seriously incapacitating and extended illness or injury provided that the recipient employee has exhausted all appropriate leave balances.

Information regarding an employee's need for donation of vacation and/or sick leave may be circulated by the Human Resources Department, in compliance with Arizona and federal law. Qualifying requests are limited to notifying staff of the need for donations and should refer prospective donors to the Human Resources Department. Donations are completely voluntary and there shall be no suggestion of pressure on employees to donate leave.

III. RESPONSIBILITY:

The Human Resources Director shall approve all transfers of vacation and or sick leave.

IV. ELIGIBILITY:

A. Donors and recipients must be eligible to accrue and use vacation and sick leave.

B. Donors and recipients must be Town of Chino Valley employees.

C. An illness or injury must be considered seriously incapacitating and extended, as verified by a Medical Statement.

If the recipient is the one with the seriously incapacitating illness or injury, the condition must be non-job related and the employee must have exhausted all sick, personal and vacation leave, as well as compensatory time earned. The condition must also qualify under the guidelines set forth in the Family Medical Leave Act (FMLA). Employees who do not meet the FMLA length and/or hours of service requirement may receive an exemption if they meet all the other eligibility requirements under this Act.

D. If an immediate family member is the one with a seriously incapacitating illness or injury and the receiving employee is a primary caregiver of the immediate family member, the receiving employee must have used all sick, personal, and

vacation leave, as well as compensatory time earned. The condition of the family member must also meet the guidelines for qualifying reasons as set forth in the FMLA.

V. DEFINITIONS:

"Donor" means an employee who is eligible to donate leave to another individual and does so in writing.

"Employee" means any employee eligible to accrue leave.

"Extended" means a period of two or more weeks of absence from the job.

"Immediate Family Member" means the employee's spouse, child or parent for whom the employee requesting leave is a primary caregiver.

"Medical Statement" means a written document, on appropriate letterhead, which reflects a full diagnosis of the illness or injury and a prognosis, including anticipated date of recovery executed by a licensed health care practitioner qualified to make such a diagnosis and prognosis.

"Recipient" means an employee who is eligible to receive donations of vacation and/or sick leave by meeting the criteria set forth in this Policy.

"Seriously Incapacitating" means any illness or injury which confines the employee or immediate family member to home or bed or otherwise renders the person unable to care for himself or herself for an extended period of time.

VI. APPLICATION PROCEDURE:

A. The employee, or the employee's representative, wishing to receive donated leave shall send a donation request to the Human Resources Department stating the reason for the request and providing all information necessary for the Department to determine eligibility.

The Human Resources Department shall review the request and determine the employee's eligibility based upon the criteria outlined in this policy and the information provided by the employee.

B. The Human Resources Department shall determine whether, based upon the information provided, the request for donations has been granted and shall inform the employee of the determination.

C. Following determination of eligibility, the Human Resources Department shall notify staff that a request for donation of leave time has been approved and that voluntary donations will be accepted from employees.

VII. DONATION PROCEDURE:

A. Town of Chino Valley employee may contribute one or more hours of vacation and/or sick leave to another Town of Chino Valley employee who has been authorized to receive donations.

B. An employee may donate vacation time at a rate of 100%, processed on a proportional basis, calculated as set forth below in Section VIII.D.

C. An employee may donate sick time only if the employee has accumulated more than 192 hours. Sick time donations will be at a rate of 50%, processed on a proportional basis, calculated as set forth below in Section VII.D.

VIII. GENERAL PROCEDURES:

A. The Human Resources Department shall coordinate with the Finance Department in tracking and processing all donations.

B. Once the need for leave has been approved, an employee who then receives a partial medical release to return to work may continue to receive donations until the employee receives a full medical release from a licensed health care practitioner, qualified to provide such a release.

C. All documents and donations shall be processed through the HRIS and payroll systems. All donations will be processed on a proportional basis and any unused donations shall be returned to the donor(s). The Human Resources and Finance Department shall maintain an adequate audit trail of all leave donated, distributed, used and returned.

D. The dollar value of leave donations will be adjusted proportionately in relation to the salary of the employee donating leave.

Example 1: A donor donates two (2) vacation hours at $20.00/hour to a recipient at $10.00/hour. The recipient would receive four (4) vacation hours ($20.00 x 2 hours = $40.00 / $10.00 = 4 hours).

Example 2: A donor donates two (2) sick hours at $20.00/hour to a recipient at $10.00/hour. The recipient would receive two (2) sick hours ($20.00 x 2 hours x 50% = $20.00 / $10.00 = 2 hours).

CONTRIBUTION OF VACATION LEAVE

I. PURPOSE:

The purpose of this policy is to establish guidelines and procedures for the contribution and transfer of vacation leave accrued under Policy 700 of this Manual.

II. POLICY AND GUIDELINES:

It is the policy of the Town of Chino Valley that one employee may contribute vacation leave to another employee who has a non-job related, seriously incapacitating and extended illness or injury provided that the recipient employee has exhausted all appropriate leave balances.

Information regarding an employee's need for donation of vacation leave may be circulated or posted on bulletin boards so long as there is no identifying of the person issuing the notice. Information notices are limited to identifying the employee with the need for leave and should refer prospective donors to the Personnel Director. There shall be no suggestion of pressure on employees to donate leave.

III. RESPONSIBILITY:

The Town Manager or designee shall approve all transfers of vacation leave.

IV. ELIGIBILITY:

A. The donating and receiving employees (includes covered and uncovered employees) must be eligible to accrue and use vacation and sick leave.

B. The donating and receiving employees must be Town of Chino Valley employees.

C. The illness or injury must be seriously incapacitating and extended.

D. If the receiving employee is the one seriously incapacitated or ill, the injury or illness must be non-job related and the employee must have exhausted all sick and vacation leave.

Current Policy

IV. ELIGIBILITY: (*continued*)

E. If an immediate family member is the one seriously incapacitated or ill, the receiving employee must have used all vacation leave and 48 hours of sick leave, if available and not previously used for family sick leave in accordance with personnel rules.

V. DEFINITIONS:

Donor means an employee who is eligible to donate leave to another individual and does so in writing.

Employee means any employee eligible to accrue leave.

Extended means a period of three or more weeks of absence from the job due to illness or injury.

Immediate Family Member means the employee's spouse and child, whether natural, adopted, foster or step.

Medical Statement means a written document, on appropriate letterhead, which reflects a full diagnosis of the illness and a prognosis, including anticipated date of recovery, provided by a licensed health care practitioner.

Recipient means an employee who is eligible to receive donation of vacation leave by meeting the defined criteria.

Seriously Incapacitating means any serious illness or injury which confines the employee or immediate family member to home or bed for an extended period of time.

VI. PROCEDURES:

A. The employee, or the employee's representative, wishing to receive donated vacation leave shall send a memo, accompanied by a medical statement, to the immediate supervisor requesting such donation.

B. The supervisor shall prepare a Recommendation for Approval memo and forward it to the Personnel Director.

Current Policy

VI. PROCEDURES: (*continued*)

C. The Personnel Director shall review the information, and, if the request cannot be approved, shall inform the employee of the reason.

D. If the employee or the employee's immediate family member is eligible, the Personnel Director shall inform the payroll office that transfer of vacation leave is authorized.

E. Following confirmation of eligibility, an informational notice may be posted.

F. A Town of Chino Valley employee may contribute one or more hours of vacation leave to another Town of Chino Valley employee who has been authorized to receive donated vacation leave by sending a memo to the Personnel Director.

G. The Personnel Director shall inform the Payroll Office that the donor employee is eligible to donate leave, and shall provide instructions to the Payroll Office as to informing the donor about the disposition of the leave when the need for the leave has ended.

H. Once the need for leave has been approved, an employee who then receives a partial medical release to return to work may continue to receive transferred vacation leave until the employee receives a full medical release from a licensed health care practitioner.

I. The Payroll Office shall maintain all documents and shall post donated leave to the employee's payroll record. The Payroll Office will assure that all vacation leave will be used on a proportional basis and shall retain any unused portions of donated leave on account for future request under this policy. The Payroll Office shall also maintain an adequate audit trail of all leave donated, distributed or retained.

The dollar value of vacation leave donated will be adjusted proportionately in relation to the salary of the employee donating leave. For example: A donor donates two (2) hours vacation leave at $20.00 per hour to a recipient at $10.00 per hour. The recipient would receive four (4) hours of vacation leave ($20.00 x 2 = $40.00 divided by $10.00 = 4).

J. All unused leave donated to the recipient shall be retained by the Payroll Office on account for future requests under this policy.

Current Policy

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. a.**

Meeting Date: 11/08/2016

Department: Town Clerk

Estimated length of Staff Presentation: None

Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

Attachments

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. b.**

Meeting Date:	11/08/2016
Contact Person:	Phyllis Smiley, Town Attorney
Department:	Town Attorney
Estimated length of Staff Presentation:	None
Physical location of item:	n/a

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract in pending litigation or in settlement discussions conducted in order to resolve litigation in the matter of Town v. The Glenarm Land Company, Inc., et al. (Phyllis Smiley, Town Attorney)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. c.**

Meeting Date:	11/08/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Executive Session
Estimated length of staff presentation:	5 minutes
Physical location of item:	Messenger Lane - South of W. Road 1 North; East of 1 West and West of SR 89.

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Messenger Lane dedication of rights-of-way. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Fiscal Impact

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

Attachments

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. d.**

Meeting Date: 11/08/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of a grant and agreement with the Arizona Department of Housing related to its Owner Occupied Housing Rehabilitation Program. (Ruth Mayday, Development Services Director)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. e.**

Meeting Date: 11/08/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Executive Session
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, and salary of Cecilia Grittman as Interim Town Manager and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an employment contract with Cecilia Grittman that is the subject of negotiations related to her appointment as Interim Town Manager. (Phyllis Smiley, Town Attorney)

RECOMMENDED ACTION:

Fiscal Impact

Fiscal Impact?: None
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. 8. f.**

Meeting Date:	11/08/2016
Contact Person:	Phyllis Smiley, Town Attorney
Department:	Town Attorney
Estimated length of Staff Presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the Town's Personnel Appeal Process and its effect on the Trout Appeal. (Phyllis Smiley, Town Attorney)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 9. a.**

Meeting Date:	11/08/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item
Estimated length of staff presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize $54,961.35 in Contingency funds for Arizona Department of Housing reimbursement. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Staff recommends reimbursement of $54,961.35 to ADOH.

Motion: I move to allocate contingency funds to reimburse the Arizona Department of Housing in the amount of $54,961.35.

SITUATION AND ANALYSIS:

Issue Statement? During the course of its final audit, the Arizona Department of Housing discovered a deficiency in the reporting for the Environmental Review Record (ERR) for the Housing Rehabilitation project. This deficiency constitutes a non-correctable finding, which requires the reimbursement of $54,961.35 from TOCV to ADOH. ADOH's decision on this deficiency is not appealable.

Staff has discussed the matter with Berkley Risk, the Town's Errors and Omissions insurer, with regards to its coverage of the reimbursement. Strictly speaking, the deficiency constitutes a breach of contract, which the E & O does not cover.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

1) There was a deficiency in the ERR reporting process that resulted in a non-correctable finding.
2) The finding is not appealable.
3) Berkely Risk has declined to cover the reimbursement.

4) Reimbursement of $54,961.35 to ADOH will be necessary.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

Available: 56,961.35

Funding Source:

The expenditure was accrued in the Fiscal Year 2015/2016 Contingency line item, due to the fact if was incurred during last fiscal year.

Attachments

No file(s) attached.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 9. b.**

Meeting Date: 11/08/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint Cecilia Grittman to serve as Interim Town Manager and approve an employment agreement with Cecilia Grittman regarding same. (Phyllis Smiley, Town Attorney)

RECOMMENDED ACTION:

Move to appoint Cecilia Grittman as Interim Town Manager and approve the employment agreement with Cecilia Grittman regarding same.

Fiscal Impact

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

Attachments

No file(s) attached.

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

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

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

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation of Commendation to Police Officer Steven Angel.

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is 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.

a. Comments regarding the proposed motor sports facility at Old Home Manor.

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 Acting Town Manager Cecilia Grittman and/or Town staff members 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 approve the First Final Plat Amendment to the Mahoney Acres Unit One Plat. (Ruth Mayday, Development Services Director)

b. Consideration and possible action to: (i) Accept resignations from Mayor Chris Marley and Vice-Mayor Darryl Croft from the Roads and Streets Committee whenever they are offered; and; (ii) Appoint Councilmember Corey Mendoza and Councilmember Jack Miller to terms ending June 30, 2019 and June 30, 2018, respectively, upon the acceptance of Mayor Marley's and Vice-Mayor Croft's resignations from those positions. (Jami Lewis, Town Clerk)

c. Consideration and possible action to accept the October 11, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the October 18, 2016 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.

a. Consideration and possible action to approve final plat for North Chino Business Park Condominium Plat. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the final plat of the North Chino Business Park Condominium.

b. Consideration and possible adoption of Resolution No. 16-1093 approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA); delegating the determination of certain matters relating thereto to the Town Manager of the Town; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and the resolution and declaring an emergency. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 16-1093 related to the loan agreement with WIFA.

c. Consideration and possible action to award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Award the bid and construction contract to Earth Resources Corporation in an amount not to exceed $792,403.05 for the construction of approximately 6,000-LF of sewer main, culvert replacement and road work up West Center Street from State Route 89 to Sycamore Vista Drive.

d. Consideration and possible action to approve the use of contingency funds, up to $10,000, for the renovation of space located in the Town of Chino Valley Library to house the Human Resources (HR) staff, office equipment, files and other various documents/records. (Laura Kyriakakis, Human Resource Director)

Recommended Action: Approve the use of up to $10,000 in contingency funds to relocate HR to the North campus, and renovate space to accommodate the department's staff, office equipment, files and other various documents/records.

e. Consideration and possible action to approve Resolution No. 16-1094, adopting recommended revisions to Policy No. 705 Contribution of Vacation and Sick Leave of the Town of Chino Valley Personnel Policy and Administrative Manual, as recommended. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve Resolution No. 16-1094, adopting recommended revisions to Policy No. 705 of the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual.

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. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

b. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract in pending litigation or in settlement discussions conducted in order to resolve litigation in the matter of Town v. The Glenarm Land Company, Inc., et al. (Phyllis Smiley, Town Attorney)

c. An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Messenger Lane dedication of rights-of-way. (Ruth Mayday, Development Services Director)

d. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of a grant and agreement with the Arizona Department of Housing related to its Owner Occupied Housing Rehabilitation Program. (Ruth Mayday, Development Services Director)

e. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, and salary of Cecilia Grittman as Interim Town Manager and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an employment contract with Cecilia Grittman that is the subject of negotiations related to her appointment as Interim Town Manager.

f. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the Town's Personnel Appeal Process and its effect on the Trout Appeal. (Phyllis Smiley, Town Attorney)

9. ACTION ITEMS RESUMED

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

a. Consideration and possible action to authorize $54,961.35 in Contingency funds for Arizona Department of Housing reimbursement. (Ruth Mayday, Development Services Director)

Recommended Action: Allocate contingency funds to reimburse the Arizona Department of Housing in the amount of $54,961.35.

b. Consideration and possible action to appoint Cecilia Grittman to serve as Interim Town Manager and approve an employment agreement with Cecilia Grittman regarding same. (Phyllis Smiley, Town Attorney)

Recommended Action: Appoint Cecilia Grittman as Interim Town Manager and approve the employment agreement with Cecilia Grittman regarding same.

10. ADJOURNMENT

Dated this 3rd day of November, 2016.

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

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

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

CERTIFICATION OF POSTING

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

Date:_____ Time:_____ By:_____

Jami C. Lewis, Town Clerk