Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, January 14, 2014
6:00 P.M.

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Recognition of various public body members for their past years of service. (Mayor Marley)

b) Proclamation supporting the "Start By Believing" Public Awareness Campaign, sponsored by the Yavapai Family Advocacy Center. (Chuck Wynn, Police Chief)

3) CALL TO THE PUBLIC

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

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

a) Status report on the Road 4 South extension project. (Robert Smith, Town Manager)

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 December 10, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve the December 11, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to approve Financial Report for the month ended November 30, 2013. (Joe Duffy, Finance Director)

d) Consideration and possible action to approve Resolution No. 14-1021 to allow for the submission of an application to the Arizona Game and Fish Department for a Shooting Range Development Grant to accommodate the expansion of a 200 foot rifle range. (Ruth Mayday, Planner)

7) ACTION ITEMS

a) (i) Consideration and possible action to hold a public hearing for 2014 Community Development Block Grant (CDBG) funding.
(ii) Consideration and possible action to select a project for CDBG funding.
(Cecilia Watts, General Services Director)

Recommended Action: (i) Hold public hearing; (ii) Approve the Chino Meadows 5 paving project as the Town's selected project for 2014 CDBG funding.

b) Consideration and possible action to approve a Conditional Use Permit (CUP) for a 20 MW Photovoltaic Solar Facility in the AR-4 (Agricultural Residential 4 Acre Minimum Zoning District) on approximately 200 acres of real property located immediately north of the northwest corner of the property commonly known as Old Home Manor (2100 Old Home Manor Drive), and further described as

Assessor's Parcel No. 306-02-300F. (Ruth Mayday, Planner)

Recommended Action: Approve the required findings and Conditional Use Permit (CUP) for the construction and operation of a 20 MW Photovoltaic Solar Facility at 2100 Old Home Manor Drive, as set forth in the proposed Use Permit.

c) Consideration and possible action to approve Agreement to Relocate an Overhead Transmission Power Line with Arizona Public Service (APS) for the relocation of conflicting power poles along the Road 4 South alignment, in an amount not to exceed $60,000.00. Funds to come from Roads Impact Fees, and will be accounted in the Capital Improvements Fund. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement with APS for relocating conflicting power poles along the Road 4 South alignment, in an amount not to exceed $60,000.00.

d) Discussion and possible action regarding the Agreement for Professional Consulting Services with California Skateparks, approved on December 10, 2013, including but not limited to possible legal issues with California Skateparks owners and former business relationships. (Councilmember Linda Hatch; Councilmember Don Wojcik)

Recommended Action: Direction to staff.

e) Consideration and possible action to appoint applicants to fill vacancies on various public bodies. (Jami Lewis, Town Clerk)

Recommended Action: Appoint applicants to the Chino Valley Planning and Zoning Commission, Senior Center Advisory Board, and Municipal Property Corporation as recommended by the Council Appointments Subcommittee.

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) 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 in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Mayor Marley)

9) ACTION ITEMS RESUMED

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

a) Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Mayor Marley)

10) ADJOURNMENT

Dated this 9th day of January, 2013.
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 636-1787 (TDD) 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/clerk/ townagenda.shtml, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

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

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Presentation Only
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:
Recognition of various public body members for their past years of service. (Mayor Marley)

SITUATION & ANALYSIS:
The Council and staff recognize the following persons for their service to the Town:

Board of Adjustment
Virginia Reid - 3 years
Candy Blakeslee - 2 years
Marti Klein - 1 year

Parks & Recreation Advisory Committee
Alicia Steinberg - 2 years
William Barlow - 2 years
Christopher Sage - 1 year
James Justice - 1 year

Senior Center Advisory Board
Beverly Kelly - 2 years
Dennie Fry - 2 years
Billie Messaros - 2 years
Dolores Morgan - 1 year
Don Wojcik - 1 year
Mary Strassell - 1 year

Roads & Streets Committee

Jack Carnes - 4 years

Transit Advisory Committee
Ron Romnley - 2 years
Ed Steinback - 2 years
Cheryl Romley - 2 years
William Mitchell - 2 years
John James - 2 years
Jim Flood - 1 year
Suellen Mitchell - 1 year

Public Safety Retirement Board
Brian Sanders - 1 year

Industrial Development Authority
Cheryl Romley - 5 years

Attachments

No file(s) attached.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Item Type:	Presentation Only
Estimated length of Staff Presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Proclamation supporting the "Start By Believing" Public Awareness Campaign, sponsored by the Yavapai Family Advocacy Center. (Chuck Wynn, Police Chief)

SITUATION & ANALYSIS:

Kathryn Chapman, Director of Yavapai Family Advocacy Center has asked the Town and PD to support the "Start By Believing" Public Awareness Campaign by accepting this proclamation. Ms. Chapman will be present at this meeting.

Attachments

Proclamation

Office of the Mayor
(928) 636-2646

PROCLAMATION

Supporting the "Start By Believing" Public Awareness Campaign

***Whereas**, the Town of Chino Valley shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and*

***Whereas**, in 2012 the Town of Chino Valley Police Department received a total of 20 sex offense reports; and*

***Whereas**, research estimates that as many as 1 in 5 women and 1 in 71 men are the victim of rape (Center for Disease Control, 2012 Summary Report), yet most will not report the crime to law enforcement (U.S. Department of Justice, Victimization Not Reported to the Police, 2006–2010); and*

***Whereas**, research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when those loved ones respond with doubt, shame or blame, victims suffer additional negative effects on their physical and psychological well-being (Rape Abuse & Incest National Network); and*

***Whereas**, the "Start By Believing" public awareness campaign is designed to improve the responses of friends, family members and community professions, so they can help victims to access supportive resources and engage the criminal justice system;*

***Now, Therefore**, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim, in concert with the Chino Valley Police Department, the Town's support of the **"Start By Believing"** public awareness campaign.*

***In Witness Whereof**, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 14th day of January, 2014.*

Chris Marley, Mayor

ATTEST: Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/14/2014
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 approve the December 10, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the December 10, 2013 regular meeting minutes.

Attachments

December 10, 2013 minutes

D R A F T

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

TUESDAY, DECEMBER 10, 2013 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, December 10, 2013.

Present:	Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik
Staff Present:	Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Senior Accountant Cindy Sandlin; Accounting Technician Kat Lordi; Police Chief Chuck Wynn; Officer Cody Johnson; Town Engineer/Public Works Director Ron Grittman; Planner Ruth Mayday; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

Mayor Marley introduced Boy Scout Troop #7617 members, who were attending for civic merit badges.

a) Presentation by Jerry Hart, President, Government Finance Officers Association of the Arizona of Distinguished Budget Presentation Award to the Town of Chino Valley. (Joe Duffy, Finance Director)

Mr. Hart presented the Distinguished Budget Presentation Award to the Mayor and Council, and a Certificate of Recognition of Budget Preparation to Finance Department staff.

b) Presentation by Rick Nichols of the Chino Valley Model Aviators' Annual Report. (Mayor Marley)

Mr. Nichols reported on the organization's membership, facility improvements, and activities over the last year.

3) CALL TO THE PUBLIC

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

No one from the public spoke.

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) Final purchase price and cost of improvements related to the Road 4 South extension contract approved on October 22.

Mayor Marley reported that the final cost for this item was $219,062.44 for 8.5 acres of land and improvements, to satisfy the terms of a Pre-Annexation Development Agreement and avoid costly litigation.

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.

Councilmember Hatch reported on a presentation given by Town staff before the NACOG Economic Development Committee with regard to funding for an industrial park.

Mayor Marley read the Monthly Mayor's Report, which pertained to the year in review, Town accomplishments, and large future 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.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda items 6a-6g.

Vote: 7 - 0 PASSED

a) Consideration and possible action to approve the October 22, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve the November 5, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to approve the November 12, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to approve Financial Report for the month ended October 31, 2013. (Joe Duffy, Finance Director)

e) Consideration and possible action to declare as public right-of-way Road 4 South from the terminus of the existing Road 4 South across the northern line of Section 1, Township 15 North, Range 2 West, also known as the Deep Well Ranch, to the eastern side of the Peavine Trail. (Ron Grittman, Public Works Director/Town Engineer)

f) Consideration and possible action to approve Change Order Number 1 to contact with Hot AZ Hell Welding in the amount of $7,470.96 for additional potholing required as part of the North Campus gas line replacement project. Funds to come from General Fund Contingencies. (Ron Grittman, Public Works Director/Town Engineer)

g) Consideration and possible action to approve the rental agreements with ECCO Equipment Corporation, for one CAT D-8R/T Bulldozer and one CAT 623 F/G Paddlewheel Scraper, and United Rentals, for one 12-Ton Bomag BW 213 Sheeps Foot, in an amount not to exceed $109,000.00 and $17,644.00, respectively, for construction of Road 4 South Phases 1 and 2. Funds to come from Roads Impact Fees and will be accounted for in the Capital Improvement Fund. (Ron Grittman, Public Works Director/Town Engineer)

7) ACTION ITEMS

a) Consideration and possible action to to approve Ordinance No. 13-779, declaring the document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley Unified Development Ordinance Related to Medical Marijuana Facilities, dated December 10, 2013" as a public record; adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Medical Marijuana Facilities, dated December 10, 2013" by reference, and amending the Town of

Chino Valley Unified Development Ordinance, as follows: (1) Chapter 2 Definitions, Section 2.1 Meaning of Words and Terms, to add definitions related to Medical Marijuana and amend the definition of "Greenhouse, Commercial"; (2) Chapter 3 Zoning Districts, by amending Sections 3.5.2 Permitted Uses ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.5.3 Conditional Uses (Conditional Use Permit Required) ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.6.2 Permitted Uses ("AR-5" - Agricultural/Residential (5 acre minimum)), Section 3.6.3 Conditional Uses (Conditional Use Permit Required) ("AR-5" - Agricultural/Residential (5 Acre Minimum)), Section 3.7.2 Permitted Uses ("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.7.3 Conditional Uses (Conditional Use Permit Required)("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.15 "CL" - Commercial Light, Section 3.16.2 Permitted Uses ("CH" - Commercial Heavy), Section 3.17.2 Permitted Uses ("I" - Industrial); (3) Chapter 4 General Regulations, by amending Section 4.30 Commercial Greenhouse Standards, and adding Section 4.31 Medical Marijuana Dispensaries, Cultivation Sites, and Infusion Facilities as a public record and adopt Ordinance No. 13-779 by reference. (Ruth Mayday, Planner)

Recommended Action: Approve Ordinance No. 13-779, approving and adopting the amendments to the Unified Development Ordinance by reference, all related to regulating medical marijuana uses and facilities in the Town of Chino Valley.

Mayor Marley recused himself from this item at 6:34 p.m., as he owned agricultural property that will be affected by this ruling, and to avoid the appearance of a conflict of interest.

Ms. Mayday reported that:

- In 2010, Arizona voters approved the use of marijuana for medical purposes. Shortly thereafter, Town staff, the Planning and Zoning Commission ("Commission"), and the Council reviewed different proposals for the regulation of marijuana-related dispensaries, infusion facilities, and cultivation sites throughout the Town. After due consideration, the Council decided not to impose additional restrictions on said uses, but rather rely on state law and Department of Health Services regulations.
- As the Town's climate, elevation, availability of agricultural land, and minimal zoning restrictions made Chino Valley attractive to cultivators of medical marijuana; and in order to better protect the health, safety, and general welfare of the community, on September 10, 2013, Council expressed a desire to reconsider regulation of the manner and placement of medical marijuana related facilities, and directed staff to research the matter.
- Staff reviewed past actions by the Commission and Council, as well as ordinances adopted by adjoining communities and other political subdivisions throughout the state and presented draft amendments to Council for discussion on October 3, 2013.
- During the October 3 study session, Council provided input regarding the proposed regulations, as did several members of the community. Council indicated that it did not want to allow outdoor cultivation of Medical Marijuana, and it preferred to reduce the separation between medical marijuana facilities and certain uses from 500 feet to 200 feet, with the exception of the statutory 500 foot

separation from public or private schools.

- On November 12, 2013, staff presented revised amendments based on the study session discussion. Council and staff discussed at length the manner in which commercial greenhouse regulations (UDO Section 4.30) affected the manner and placement of greenhouses in general, and medical marijuana cultivation facilities in particular. Certain structures in varying locations in Town that would lend themselves well to cultivation activities were unable to be considered as they did not meet the standard set forth in the UDO; furthermore, meeting the increased threshold required for a variance would be nearly impossible to achieve.
- Staff further reviewed the regulations related to commercial greenhouses and determined that modification of those requirements would need to be included in order to provide a set of regulations that did not overly regulate general greenhouse related uses, but provided adequate regulation of medical marijuana related facilities.
- On November 19, 2013, the Commission held a Public Hearing to review these proposed changes and make recommendations to Council. By and large, the amendments were unchanged, except that the Commission was recommending a 500-foot separation from parks, recreation, and like facilities, in addition to the statutory 500-foot separation from public schools.

Ms. Mayday then reviewed the proposed amendments for each section. Discussion was held on the following sections:

- *Section 3.5: Agricultural/Residential (36 acre minimum):* In the proposed ordinance, an infusion facility could obtain a conditional use permit in this district, in which setbacks, separations and the like could be conditions, and the applicant risked denial. Amending the language to prohibit infusion facilities, thereby allowing only cultivation in AR-36, was at Council's discretion.
- *Section 4.3: Medical Marijuana Dispensaries, Off-Site Cultivation Sites, and Infusion Facilities:* The Commission recommended the 500 foot separation to provide a greater buffer between medical marijuana uses and other uses. Staff also eliminated the large SR 89 setback and retained only floor area restrictions like any other commercial building.
- An error in the Ordinance was noted, wherein a 200-foot separation should have been changed to 500 feet.

Bryan McLaren, sustainability professional, asked Council to consider renewable resources when addressing outdoor activities, rather than just limiting the activity.

Charles Aldon, medical marijuana stakeholder, expressed concern about a 500 foot separation eliminating some properties from the use. Ms. Mayday stated that such a property owner could apply for a variance.

Duke Rodriguez, medical marijuana stakeholder in several communities, asked Council to further study outdoor growing.

Robert MacCaullay, Commissioner, reported that the Commission's recommendation for 500 feet was not between commercial establishments, but to separate such facilities from residential neighborhoods and children. They also discussed outdoor growing quite

a bit and were concerned about winds moving buds and seeds down the street.

Mike Edmonds, Commissioner, added that after an in-depth and detailed review, the Commission preferred to limit growing to indoors for security and controllability reasons.

MOVED by Councilmember Mike Best, seconded by Councilmember Linda Hatch to accept item 7a as the Commission has designated.

Vote: 6 - 0 PASSED

Other: Mayor Chris Marley (RECUSE)

MOVED by Councilmember Mike Best, seconded by Councilmember Linda Hatch to AMEND their motion to include the correction from 200 feet to 500 feet.

Vote: 6 - 0 PASSED

Other: Mayor Chris Marley (RECUSE)

Mayor Marley returned to the dais at 6:58 p.m .

b) Consideration and possible action to award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of $60,276.78 for the base bid and $3,000 for alternative number 1 for a total contract amount not to exceed $63,276.78. Funding to come from Police Grants for Law Enforcement Shooting Range, to be reimbursed from the R.I.C.O. seizure funds. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of $60,276.78 for the base bid and $3,000 for alternative number 1 for a total contract amount not to exceed $63,276.78.

Mr. Grittman reported that:

- The Police Tactical Shooting Range was constructed six months ago to allow law enforcement to have a secure and versatile facility to perform both training and qualification.
- The proposed shade structure will provide shade for shooters underneath it, as well as three variants to the roof structure to facilitate sniper training from differing vantages.
- Hot AZ Hell was the low bidder and the alternative bid will construct an eight foot sidewalk behind the shade structure.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of $60,276.78 for the base bid and $3,000 for alternative number 1 for a total contract amount not to exceed $63,276.78.

Vote: 7 - 0 PASSED

Mayor Marley recessed the meeting at 7:02 p.m. and reconvened it at 7:14 p.m.

c) Consideration and possible action to approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed $34,255.00. Funds to come from Parks Impact Fees. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed $34,255.00.

Mr. Grittman reported that:

- Two years ago, the Town's insurance carrier informed staff that it would no longer insure the Town's skate park, due to issues with its design and condition of its apparatuses, which had not been designed in accordance with industry standards and posed a liability.
- Although the Town did not have the funds right now to build a skate park, California Skateparks (CSP), which had developed and constructed hundreds of both skateboard and bicycle parks for many different agencies throughout the world, was willing to develop conceptual and final construction documents for a new skate park in accordance with professional and industry standards.
- The Scope of Work provided for CSP to develop a concept with input from the various interested groups, then develop a final concept, provide sufficient oversight to confirm that construction conformed to their engineering plans, and allow them to issue the final construction certification.
- Once the plans were done, the Town will begin seeking creative construction processes to bring the park to fruition and it will be responsible to make sure construction conformed to CSP's plans. Staff was seeking input from CSP on developing a park that would have ample room for both BMX bikes and skateboards, and the parties were recommending only easy to moderate slopes, as the advanced slope in Prescott was rarely used.
- By shifting construction management from CSP to the Town, some costs proposed earlier had been reduced. Also, although it appeared that the Parks Impact Fee budget had insufficient funds, the account now had an $8,000 credit from the prior fiscal year that was found during the recent audit.

Council suggested that staff run the completed plans by the insurance company to ensure that it will be insurable.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed $34,255.00.

Vote: 7 - 0 PASSED

d) Consideration and possible direction to staff with regard to purchasing a bench for placement at the Community Center Park to honor the 19 Granite Mountain Hotshot Firefighters. Funds to come from General Fund Contingencies. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Direction to staff.

Mr. Grittman reported that staff prepared three purchase options for a four-foot bench as a monument to the 19 Hotshot Firefighters lost this past summer:

- Black granite bench from The Granite Guy, a local granite provider, with a concrete pad, for an estimated $3,000-$3,500.
- Granite bench, either black or another color, from Quiring Monuments, a Seattle supplier, with a concrete pad, for an estimated $3,000-$4,000.
- Sandstone bench from Cornerstone Materials, a local provider, for an estimated $500-$1,000.

Council discussed the options and preferred a six foot flagstone bench with an engraved plaque. They asked staff to check with the supplier on a six foot length, for up to $1,500.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve purchase of a sandstone bench with engraved plaque.

Vote: 7 - 0 PASSED

e) Discussion and possible action with regard to setting guidelines for Council members to request staff projects. (Mayor Marley)

Recommended Action: None.

Mayor Marley reported that he had received a request from a Councilmember for a fairly large staff project. During Council's November 5 study session/retreat, Council had discussed setting guidelines for what an individual Councilmember could request of staff in terms of staff time and resources. He had suggested that any request requiring two or more hours of staff labor should go through formal Council action, while anything less could be asked of the town manager directly.

Staff noted that Council could codify any such rule in the Council Rules of Procedure and any information generated in response to such requests would be provided to all councilmembers. Staff also reported on what several other municipalities did:

- Prescott Valley and Camp Verde filled such requests with no restrictions.
- Dewey Humboldt filled such requests and advised the town manager.
- Prescott filled such requests with no restrictions and provided the information to all council members.
- Clarkdale codified a procedure in their Public Service Handbook; if the request went above and beyond that, the council member spoke with the town manager and the request went before the entire Council for approval.
- Phoenix codified a procedure in their Rules of Procedure, which required such requests over eight hours of staff work to be approved by the full Council.

Council discussed:

- Using this as a general guideline, but not codifying it.
- Council lacking sufficient information on some agenda items and the public's right to know.
- Other municipalities not having restrictions.
- Council's responsibility for doing their own research, then going to staff for the missing data.

Council generally preferred to use this as a guideline, rather than codifying it.

f) Consideration and possible action with regard to a Council request for a Staff Project related to the Road 4 South extension project. (Councilmember McKee; Mayor Marley)

Recommended Action: Discussion and possible approval of the Staff Project or other direction to staff.

Councilmember McKee reported that she had requested that staff provide detailed information regarding the Road 4 South extension project. Staff estimated that their response would take six to eight hours of staff time to research and create a report, secure additional information from other parties or agencies, and possibly create narrative to address potential or speculative circumstances. She added that while she had done some further research and answered some of her own questions, she still desired spreadsheets with supporting documentation on how the dollar amount was calculated.

Council also asked staff to provide the cost for diesel fuel and moving utility poles, and if anyone on staff was EOD licensed. Town Engineer Grittman stated that there was no EOD-licensed staff and any blasting needed would be outsourced.

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Darryl Croft to allow Councilmember McKee to turn the rest of her questions over to the town manager.

Vote: 7 - 0 PASSED

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) 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 in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Robert Smith, Town Manager)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to go into executive session to discuss the matter of Cortez v. the Town of Chino Valley at 7:49 p.m.

Vote: 7 - 0 PASSED

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular session at 9:33 p.m.

a) Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Robert Smith, Town Manager)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to postpone item 9a until a later date.

Vote: 7 - 0 PASSED

10) ADJOURNMENT

MOVED by Councilmember Pat McKee, seconded by Councilmember Mike Best to adjourn the meeting at 9:34 p.m.

Vote: 7 - 0 PASSED

_____
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 10th day of December, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of January, 2014.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 01/14/2014
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 approve the December 11, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the December 11, 2013 study session/retreat minutes.

Attachments

December 11, 2013 minutes

D R A F T

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

WEDNESDAY, DECEMBER 11, 2013 8:00 A.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session/Retreat in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Wednesday, December 11, 2013.

Present:	Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Lon Turner; Councilmember Don Wojcik
Absent:	Councilmember Pat McKee
Staff Present:	Town Manager Robert Smith; Town Attorney Phyllis Smiley
Attendees:	Consultant Lance Decker

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 8:00 a.m.

2) *[8:00 a.m.]* Review and discuss summary of instruction given to staff and agreements drafted by Council on November 5, 2013.

Lance Decker led discussion on the various topics included in this agenda.

Process for Drafting Strategic Plan ("the Plan")

- Meeting objectives were to review the Framework Strategic Plan, discuss and modify it, then instruct staff on how to complete the Plan.
- He will coach Mr. Smith and staff, who will put the Plan together.

Observations from/since the Previous Session

- Council relations had improved and their burden felt lighter.

Observations about the Homework Assignment

- It allowed them to focus on the important items.
- Everyone's viewpoint on the goals and objectives came back a little differently.
- Including sustainability needed to be built into, not on to, the process.
- Hopefully, Council will use this tool as a way to truly look forward rather than focus on the current administration.

Mr. Decker added that to change the Town's future, Council needed to unify and get the community behind them, as the community would not support a divided Council. Also, leadership was not just about management, staff, and policies, but integration of the entire Town.

3) Review and discuss summary of the Framework Strategic Plan.

Council and Mr. Decker reviewed the outcomes of the homework assignment, which were incorporated into the Framework and included a SWOTT Analysis (strengths, weaknesses, opportunities, threats, and trends) of the Town.

Strengths were categorized under infrastructure, fiscal, economic, planning, management and staff, feeling of community, location, and environment. Comments were:

- Strengths could also be weaknesses.
- It was good to view the Town's strengths, as people had a tendency to focus on weaknesses.
- The Town needed to build on its positive aspects as there will always be things wrong.
- The Town's strengths—dark skies, small community, open space, and friendliness—were why people originally moved here.

Weaknesses were categorized under infrastructure, policy-maker relations, organizational design, community challenges, fiscal stress, and economic challenges. Comments were:

- The Town might need a property tax to become sustainable.
- Council needed to decide which services were most important in case reduction of services was needed.
- Residents' needs and wants differed, with some moving in and immediately wanting change.
- Too many residents spent their tax dollars outside the Town, then complained about bad roads.
- The Town needed to build a sense of community and increase residents' understanding of and participation in local government.
- Business and creativity was needed to increase sales tax and help provide a sustainable income.
- A challenge will be to determine how to sustain the desired feelings, while paying for things the Town needed, by planning cautiously, making potential big box stores attractive, and ensuring that when seeking businesses, officials bring those that were long term, sustainable, and compatible.
- Light industry, in providing jobs, might translate to buying power and sales tax, and giving the Town a foundation.

Opportunities were categorized under sustainability, community development, and economic development. There were no comments.

Threats were categorized under lack of organizational metrics, lack of infrastructure and resources, divided policy bord, fiscal strife, no growth mentality, and management and staff. There were no comments.

Critical Trends were categorized under an improving economy, improving fiscal conditions, continued community mistrust, and unrealized economic opportunities. Comments were:

- The Town needed to be prepared for another economic downturn.
- The Town could address the upturn in home building by gaining some level of control for unregulated, incompatible uses.
- To keep in charge of development, the Town needed planning and infrastructure, and to retain water and sewer, rather than privatize them.
- While addressing economic development to deal with debt service and maintain/improve services, most citizens will still want dark skies and other rural characteristics.
- Town officials should not be desperate to create just any job.
- Impact fees and property taxes will be difficult to initiate if the community was distrustful of the Town.
- One thing that stood out was unrealized economic opportunities.
- The Town's water was pledged and could not support another subdivision at this time and it needed to expand sewer a little each year.
- Growth was needed to address the unrealized water and sewer commitments, and Council needed to communicate this to the public once in awhile.
- Growth was needed to provide jobs for the Town's young people who did not want to leave Town after school.
- Medical marijuana farms increasing stress on law enforcement could become an opportunity by regulating the land and encouraging the state to initiate a tax for crop sales and growth.

Mr. Decker stated that it was hard to overcome a distrustful community, and if Council was not bonded together, that would give the citizens further opportunity to turn things down. If a bond election was lost, it could be years before the Town could try again. Council also needed to ensure that its interests were protected, such as asking the Town's state representatives to introduce legislation to tax medical marijuana.

Mission, Vision and Values Statements

- "Forward looking" meant that it was important to look beyond their own terms.
- Council needed to be realistic as to whether or not the Town actually had a "rural character" to maintain; consider what could be designed to maintain the features they wanted; and consider landowners' rights.
- Chino Valley was currently the only local municipality with vacant land and they wanted to make sure acre-plus and animal properties did not get pushed out.
- Although councils changed every four years, the General Plan established the Town's long term vision.

- Councils needed to nurture younger people in the community to continue the vision.
- Town leaders needed to create values to make a sustainable place where people want to go, live, and commit.

Key Result Areas (KRA). The group reviewed seven KRAs, which included sustainable economic and community development; adequate physical infrastructure; community excellence in education; medical, transit, and recreational facilities; resolution of legal and financial issues; building a cohesive policy and manager team; customer service; and strong fiscal condition.

- Ideally, the Plan should contain five or less KRAs.
- Some objectives must be accomplished before the rest could be started, and they needed to be considered from one to five years out.
- Each councilmember could focus on a certain number of objectives, but care will be needed that critical objectives were not neglected.
- Recreation was important, as those that played together, stayed together.

Mayor Marley recessed the meeting at 9:15 a.m. and reconvened it at approximately 9:30 a.m.

4) *[Approx. 9:45]* Discussion and possible revisions to the Framework Strategic Plan.

Mission Statement. Council discussed possible mission statements, tentatively settling on: "The mission of the Town of Chino Valley government is to provide thoughtful, affordable, timely, cost effective, forward-looking government for its citizens.

Vision Statement. Possible aspects were:

- good jobs and employed residents;
- healthy community with opportunities;
- small Town feel;
- good infrastructure supporting transportation, business, and residential development;
- financial stability;
- recreational activities;
- great place to live, learn, work, play, raise a family, and build a business.

Critical Points

- Financial condition and debt service were vital to the future.
- While there may not be major distrust, most citizens were either frustrated or did not care.
- Retain feel of small town and address historical possibilities such as the old Mormon Church, Jerome Junction, Del Rio Springs, and Cooper Dairy.
- Define a signature event and market it, along with other events such as the corn dinner, pumpkin festival, winery, and dog show; provide events to get people to stay for a day or several days.
- Capitalize on the fact that Chino Valley was the state's original territorial capital; provide something that attracted steady destination marketing; brand the Town.

Mr. Decker related that the Town needed to know what it wanted to be. Tourism and history took energy and marketing, but this was the way to get the community excited. Council had to decide if it had the energy for this and the industrial park.

Organizational Values. Council discussed a list of values, but did not agree on any values to be adopted. Two comments were:

- If a Councilmember did not support an item that Council approved, that member should be willing to explain the reasons for the decision to the public.
- Council also needed to help the citizens who were marginal in their support and involve them.

Key Result Areas and Objectives. Council and Mr. Decker reviewed the seven KRAs in detail and made suggestions for organizing them and the objectives, which had to be in the form of a deliverable for which staff could provide a detailed action plan. Council will then need to provide priorities, while staff will need to provide input on workflow. Objectives discussed were:

Sustainable Economic and Community Development

- Make a plan to level things out financially and cover debts.
- Provide needed groundwork and infrastructure first for industrial and commercial development .
- Apply for a certain grant for the industrial park gas line.
- Start low water and sustainable business at Old Home Manor, then expand.
- Consider working with an economist to develop a five year economic development plan.
- Develop multiple strategies in case the bond fails.
- Develop an objective to work with the County to complete the current flood control plan, and direct the Town Manager to give regular reports on this to Council.
- Work with the League on the medical marijuana tax.

Adequate Physical Infrastructure

- Consider infrastructure expansion for areas other than SR 89.
- Develop a viable plan with specifics for funding infrastructure before taking it to the public.
- Review the options in the SR 89 Committee's report.
- Develop plans for the wastewater treatment plant purchase, SR 89 sewer and water extensions, and Prescott water system purchase.
- Obtain an update on rainwater capture studies.
- Complete the Road 4 South project by June 1, 2014.
- Purchase the Prescott water system before the bond issue.
- Complete the Center Street to Road 4 South Loop by 2016.
- Direct staff to add details on other approved projects to the Plan and indicate their additions and changes, for Mr. Decker's review.

Community Excellence in Education, Medical, Transit and Recreational Facilities

- Consider initiating community relationships with other Town entities, such as has been done with the Fire District, and possibly coordinating it through the Chamber.
- Engage the community in these areas.
- Possibly place this item under a broader heading, as it was important, but not urgent.

Resolution of Legal and Financial Issues. Issues to address were:

- Cameron Ranch;
- Bright Star development agreement;
- Concessionaire agreement with the Prescott Sportmens Club;
- Town Code and UDO amendments to bring them into compliance with state law.

Building a Cohesive Policy and Management Team

- Value respectful behavior and transparency.
- Direct staff to provide line by line fiscal analyses of projects and programs.
- Possibly adopt policies and procedures to protect and ensure transparency in Town operations.
- Be willing to contact staff prior to meetings about concerns and questions, taking care to maintain balance between information needed and micro-managing.
- Understand that not all Councilmembers wanted the same level of detail in the packet.
- Possibly hold additional study sessions to discuss and review big ticket items.
- Consider doing an autopsy on each major project.
- Once approved, leave projects to staff to accomplish.
- Expect staff to provide Council with changes in information.
- Determine a level of accountability for both Council and staff.

Customer Service

- Ask staff to provide to the pubic active information in a timely manner, such as roads projects, and include a disclaimer with regard to schedules.
- Be mindful of staff's schedules.

Mayor Marley recessed the meeting at approximately 12:15 p.m. and reconvened it at approximately 2:20 p.m.

Customer Service (continued)

- Direct staff to coordinate staff schedules to maximize customer service, and understand that per Arizona averages, the Town was short around 34 full-time employees and there might not be sufficient staff to reinstate the five-day work week. This item will not be in the Plan and should go on an agenda for discussion.
- Better disseminate information in general.
- Consider an annual citizen survey.
- Consider adopting employee standards.

Strong Fiscal Condition

- Review the financial policy, as it seemed that contingencies were being used too much.
- Direct staff to provide the bond calendar deadlines and draft a timeline for meeting the bond election schedule.

Mr. Decker stated that Council was in a difficult situation, as it was running a stressed out organization in terms of staffing and critical capital projects that would take priority over additional staffing. Parks and recreation and police drew significant resources without a dedicated income stream. While the town manager should be focusing on strategic issues, he was loaded with day-to-day minutia and needed assistance with much of the administrative operations. He added that he will provide staff with material to help them set a standard for providing adequate data to Council.

The group then discussed the best way to organize the KRAs. Mr. Decker clarified that the Strategic Plan was for major issues that will "make or break" the Town over the planning period. Things that were functioning should be retained in an Operational Plan. He considered the most important KRA to be Strong Fiscal Condition, and while Community Excellence was a future looking piece, it was a major issue in the long run.

The group placed Customer Service under a new heading of Community Engagement and moved Legal and Financial Issues to Strong Fiscal Condition.

5) *[Approx. 11:30 a.m.]* Discuss objectives and implementation of the Strategic Plan.

Per the discussion under item 4, Council discussed the KRAs at length and reorganized the material into five final Key Result Areas:

- Sustainable Economic and Community Development
- Adequate Physical Infrastructure
- Community Engagement
- Building a Cohesive Policy and Management Team
- Strong Fiscal Condition

Building a Cohesive Policy and Management Team appeared to be the top priority, with Strong Fiscal Condition next. As many of the objectives will need to be run concurrently, some way to prioritize them was needed.

Mr. Decker related that Council and staff could rate each objective with an “A” (needs to be done right away), “B” (not immediate, but needs to be done soon), or “C” (needs to be done, but is not pressing). For these objectives to succeed, all seven Councilmembers had to be on same page, and any one of the group could create failure. Just a few negative comments about a particular item could cause the citizens to vote down an item.

6) *[12:45 p.m.]* Discussion regarding instruction for staff to bring a revised draft to a future Council meeting and to complete a one-year action plan that implements the objectives of the Strategic Plan.

Council and Mr. Decker discussed the process for completing and applying the Plan.

- Mr. Decker will provide Mr. Smith with "completed staff work" standards.
- Mr. Decker will update the Framework and send it to Mr. Smith, who will distribute it to meeting participants.
- Mr. Decker will work with planning staff to develop the Plan.
- Between now and the February study session, Mr. Decker and the Town Planner will work together to assemble another draft.
- Mr. Smith will review the Framework with Leadership and staff will provide by January 31, 2014: realistic timeframes with some cushion; input on costs, what the Town could afford and had the resources to do; and an action plan. This will be done before Council ranks the objectives.
- Mayor Marley will report to Council in January regarding staff's progress, and he and Mr. Smith will keep Council informed on progress.
- Council will hold a study session the third week of February to review the KRAs and objectives only.
- This document will serve three purposes: (i) give Council the details for which to hold management and staff accountable for implementation and application; (ii) give Council a document that they could provide to the public; and (iii) provide an opportunity to place a basic summary of the five-year Plan in a brochure format for all residents, declaring with Council wanted to accomplish in the next five years.
- Mr. Smith will periodically inform Council on progress and inform them if certain timeframes needed to be extended.

Mr. Decker asked Council to provide feedback on the retreat and facilitator.

7) ADJOURNMENT

Mayor Marley adjourned the meeting at 4:10 p.m.

Vote: 6 - 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/Retreat of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of December, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of January, 2014.

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Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended November 30, 2013.

RECOMMENDED ACTION:

Approve Financial Report for the five months ended November 30, 2013.

SITUATION AND ANALYSIS:

The Finance Department per Town Code is preparing Monthly Financial Reports for the Mayor, Council, Staff and Community.

Upon Council approval, the reports will be posted on the Town's website.

The report includes the following sections;

Revenue and Expense Summary - This section details the Revenues and Expenditures of each fund. Comparing the year to date figures to the current year's annual budget and the prior year's month to date figures..

Major Revenue Summary - This section details the year to date figures for the Town's eight major revenue sources that account for 60% of the Towns Revenue.

Other Information - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year and a debt summary.

The Finance Director will supplement these reports with periodic presentations and other information throughout the fiscal year.

Fiscal Impact

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

Attachments

Financial Report, November

Town of Chino Valley

Arizona

Financial Report

To The Town Council

For the Five Months Ending November 30, 2013 42% of the Fiscal Year

Town of Chino Valley
Revenue and Expense Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

			Actual vs Prior Year			
	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	$ 27,080	$ 41,988	$ 14,908	55%	$ 138,500	30%
Tax Revenues	$ 1,017,766	$ 1,549,957	$ 532,191	52%	$ 3,911,000	40%
Licenses & Permits	$ 75,962	$ 100,578	$ 24,616	32%	$ 165,000	61%
Intergovernmental	$ 1,072,855	$ 1,127,637	$ 54,782	5%	$ 2,892,400	39%
Charges for Services	$ 367,727	$ 27,066	$ (340,662)	-93%	$ 102,300	26%
Fines and Forfeitures	$ 34,755	$ 27,323	$ (7,432)	-21%	$ 132,500	21%
Other Revenues	$ 1,954	$ 1,337	$ (617)	-32%	$ 2,300	58%
Contributions and Donations	$ 5,304	$ 11,646	$ 6,342	120%	$ 13,800	84%
Investment Earnings	$ 166	$ 195	$ 29	17%	$ 550	35%
Transfers In	$ 174,440	$ 23,117	$ (151,323)	-87%	$ 65,480	35%
Total Revenues	**$ 2,778,009**	**$ 2,910,842**	**$ 132,833**	**5%**	**$ 7,423,830**	**39%**

Total Revenues for the General Fund are up $132,833 over the previous fiscal year. Tax Revenues are up 52% due to the one percent sales tax rate increase. Charges for Services was down due to a one time payment received in FY 2012-13. Intergovernmental Revenues are up 5% primarily due to a and increase in State Shared Income Tax and State Shared Sales Tax. Building Permits are up 103% from $29,547 to $59,951. Transfers In were reduced in the current years budget over the prior year. The total General Fund Revenues are up 5% compared to the same period last year. Overall General Fund Revenues are on track YTD.

Town of Chino Valley
Revenue and Expense Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

			Actual vs Prior Year			
	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	$ 44,926	$ 48,882	$ 3,956	9%	$ 118,650	41%
Town Clerk	$ 65,322	$ 68,472	$ 3,150	5%	$ 233,850	29%
Town Manager	$ 134,858	$ 146,245	$ 11,387	8%	$ 348,850	42%
Human Recourses	$ 19,236	$ 20,663	$ 1,427	7%	$ 66,950	31%
Municipal Court	$ 102,876	$ 109,904	$ 7,028	7%	$ 294,800	37%
Finance	$ 88,219	$ 129,231	$ 41,012	46%	$ 279,050	46%
Management Information Systerr	$ 63,900	$ 77,867	$ 13,967	22%	$ 244,500	32%
Mayor and Council	$ 10,269	$ 11,961	$ 1,693	16%	$ 29,550	40%
Planning	$ 62,261	$ 80,391	$ 18,130	29%	$ 139,350	58%
Building Inspection	$ 58,742	$ 75,550	$ 16,808	29%	$ 231,030	33%
Police	$ 932,642	$ 1,079,742	$ 147,100	16%	$ 2,491,650	43%
Animal Control	$ 32,440	$ 37,364	$ 4,924	15%	$ 91,400	41%
Recreation	$ 25,867	$ 11,714	$ (14,153)	-55%	$ 74,250	16%
Library	$ 114,862	$ 110,358	$ (4,504)	-4%	$ 281,050	39%
Senior Center	$ 77,050	$ 77,653	$ 603	1%	$ 199,450	39%
Parks Maintenance	$ 200,490	$ 159,984	$ (40,507)	-20%	$ 385,300	42%
Aquatic Center	$ 102,822	$ 89,376	$ (13,445)	-13%	$ 277,500	32%
Public Works Administration	$ 7,765	$ -	$ (7,765)	-100%	$ -	
Facilities Maintenance	$ 107,656	$ 138,719	$ 31,063	29%	$ 349,000	40%
Fleet Maintenance	$ 122,439	$ 122,562	$ 123	0%	$ 332,350	37%
Engineering	$ 13,958	$ 24,789	$ 10,830	78%	$ 64,900	38%
Non Departmental	$ 205,408	$ 366,968	$ 161,560	79%	$ 868,800	42%
Total Expenditures	**$ 2,594,008**	**$ 2,988,396**	**$ 394,388**	**15%**	**$ 7,402,230**	**40%**
Total Revenue Over (Under) Total Expenditures	**$ 184,001**	**$ (77,554)**	**$ (261,555)**		**$ 21,600**	

GENERAL FUND (Continued)

Total General Fund Expenditures are at 40% of budget this fiscal year with 42% of the fiscal year complete. Expenditures are $394,388 higher to date than last fiscal year. The Finance Department is up due to the timing of the audit fees payment. The Police Department personnel costs are up over the prior fiscal year and are at 42% year to date. A detailed analysis of the Police Departments payroll projects them to be under budget by the end of the fiscal year. Non Departmental is up due to the emergency gas line repair on North Campus.

Town of Chino Valley
Revenue and Expense Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	$ 290,651	$ 295,860	$ 5,210	2%	$ 1,019,550	29%
Expenditures						
Road Maintenance	$ 234,383	$ 387,574	$ 153,191	65%	$ 1,019,550	38%
Total Revenue Over (Under) Total Expenditures	**$ 56,268**	**$ (91,713)**	**$ (147,981)**		**$ -**	
Total Fund Revenues are up slightly over the prior fiscal year. Expenditures are up due to the chip seal work completed this fiscal year.						
WATER ENTERPRISE FUND						
Water Revenues	$ 233,104	$ 233,266	$ 163		$ 472,000	
Transfers In	$ 151,245	$ 91,667	$ (59,578)		$ 220,000	
Total Revenues	**$ 384,349**	**$ 324,933**	**$ (59,416)**	**-15%**	**$ 692,000**	**47%**
Expenditures						
Water Utility Operations	$ 237,872	$ 231,344	$ (6,528)		$ 539,700	
Capital Improvements	$ -	$ -	$ -			
Debt Service/Reserve	$ 2,173	$ -	$ (2,173)		$ 94,895	
Total Expenditures	**$ 240,045**	**$ 231,344**	**$ (8,701)**	**-4%**	**$ 634,595**	**36%**
Total Revenue Over (Under) Total Expenditures	**$ 144,304**	**$ 93,589**	**$ (50,715)**		**$ 57,405**	
Total Water Enterprise Fund Revenues are down compared to last fiscal year. Water Service Fees are down 25% due to reduced ball field watering and a faulty meter at the Old Home Manor Ball Fields. See the attached for additional information. The Town collected $52,000 in Water Buy In Fees so far this fiscal year. Expenditures are down slightly over last fiscal year and are at 36% year to date.						
SEWER ENTERPRISE FUND						
Total Revenue	**$ 563,643**	**$ 609,456**	**$ 45,813**	**8%**	**$ 1,683,365**	**36%**
Expenditures						
Sewer	$ 394,673	$ 326,493	$ (68,181)		$ 892,050	
Debt Service/Reserve	$ 71,888	$ 70,224	$ (1,664)		$ 791,315	
Total Expenditures	**$ 466,561**	**$ 396,717**	**$ (69,845)**	**-15%**	**$ 1,683,365**	**24%**
Total Revenue Over (Under) Total Expenditures	**$ 97,082**	**$ 212,740**	**$ 115,658**		**$ -**	
Total Sewer Enterprise Fund Revenues are up 8% over last fiscal year. Sewer Service Fees are up 13% primarily due to the rate increase adopted last fiscal year. The Town collected $52,092 in Sewer Buy In Fees so far this fiscal year. Expenditures are down 15% and are at 24% year to date.						

Town of Chino Valley
Revenue and Expense Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	**$ 509,342**	**$ 516,655**	**$ 7,313**	**1%**	**$ 5,790,800**	**9%**
Capital Improvements	$ 120,420	$ 424,482	$ 304,062		$ 4,584,000	
Transfers	$ 565,995	$ 357,541	$ (208,454)		$ 858,099	
Total Expenditures	**$ 686,415**	**$ 782,023**	**$ 95,608**	**14%**	**$ 5,442,099**	**14%**
Total Revenue Over (Under) Total Expenditures	**$ (177,073)**	**$ (265,368)**	**$ (88,294)**		**$ 348,701**	

Capital Improvement Fund Revenues are up slightly by 1% over the prior fiscal year. Transfers are down due to the reduced amount budgeted this fiscal year. YTD Expendidures by project include, Road 3 North Drainage $152,684, Chino Meadows Unit 5 $35,645, Road 4 South $221,253. Note the majority of the work done this fiscal year in the Capital Projects fund will be funded by Road Impact Fees.

Town of Chino Valley
Revenue and Expense Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

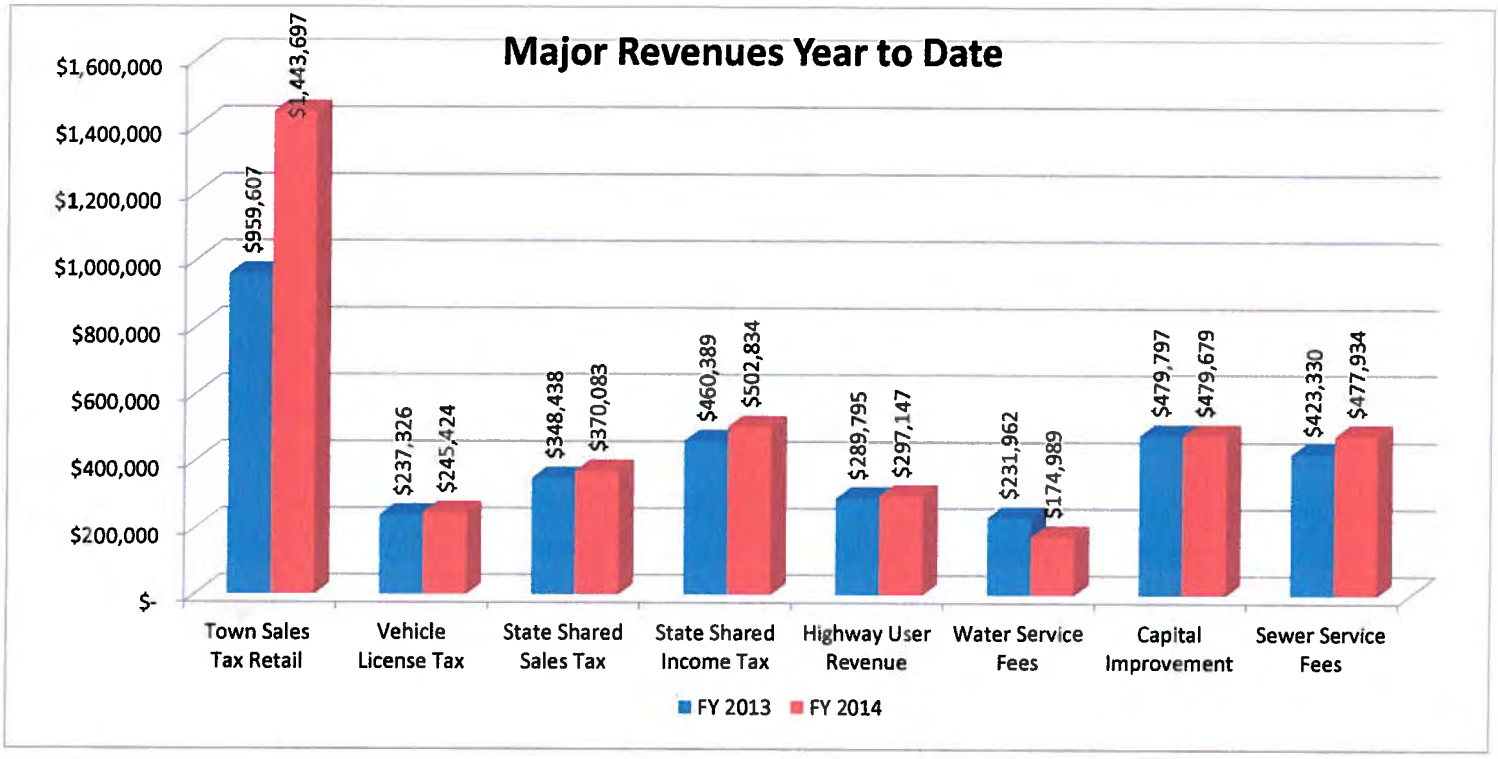
	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Actual vs Prior Year Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	$ 50,695	$ -	$ (50,695)		$ -	
Grants Fund	$ 52,459	$ 100,511	$ 48,052		$ 700,000	
Special Revenue Fund Court	$ 3,640	$ 2,699	$ (941)		$ 15,600	
Capital Asset Replacement	$ 218	$ 72	$ (146)		$ 25,000	
Police Impact Fee Funds	$ 337	$ 7,709	$ 7,372		$ 50,000	
Library Impact Fee Funds	$ 178	$ 1,825	$ 1,647		$ 7,000	
Parks/Rec Impact Fee Funds	$ 435	$ 5,924	$ 5,489		$ 29,000	
Roads Impact Fee Funds	$ 4,257	$ 69,951	$ 65,694		$ 1,000,000	
Special Revenue Fund PD	$ 13,070	$ 15,945	$ 2,875		$ 25,000	
CVSLID Districts	$ 10	$ (226)	$ (236)		$ 3,578	
Total Revenues	**$ 125,299**	**$ 204,411**	**$ 79,112**	**63%**	**$ 1,855,178**	**11%**
CDBG Grant	$ 317,854	$ -	$ (317,854)		$ 650,914	
Grants Funds	$ 40,324	$ 140,906	$ 100,581		$ 700,000	
Special Revenue Fund - Court	$ 4,415	$ 2,785	$ (1,630)		$ 500	
Capital Replacement Fund	$ 3,997	$ -	$ (3,997)		$ 30,000	
Police Impact Fee Funds	$ 1,218	$ 559	$ (659)		$ 50,000	
Library Impact Fee Funds	$ 5,327	$ 116,241	$ 110,914		$ 7,000	
Parks/Rec Impact Fee Funds	$ 244	$ (8,811)	$ (9,055)		$ 29,000	
Roads Impact Fee Funds	$ 407,822	$ -	$ (407,822)		$ 1,000,000	
Special Revenue Fund PD	$ -	$ 6,156	$ 6,156		$ 30,000	
CVSLID Districts	$ 1,377	$ 1,583	$ 205		$ 3,806	
Total Expenditures	**$ 782,581**	**$ 259,418**	**$ (523,162)**	**-67%**	**$ 2,501,220**	**10%**
Total Revenue Over (Under) Total Expenditures	**$ (657,281)**	**$ (55,007)**	**$ 602,274**		**$ (646,042)**	
Revenues up due to the collection Impact fees from new housing starts this fiscal year. The Town is using Library Impact Fees to expand the Library this fiscal year.						
TOTAL ALL FUNDS						
Total Revenue All Funds	$ 4,651,292	$ 4,862,158	$ 210,866	**5%**	$ 18,464,723	**26%**
Total Expenditures All Funds	$ 5,003,992	$ 5,045,471	$ 41,479	**1%**	$ 18,683,059	**27%**
Total Revenue Over (Under) Total Expenditures All Funds	**$ (352,700)**	**$ (183,313)**	**$ 169,387**		**$ (218,336)**	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Five Months Ending November 30, 2013 42% of the Fiscal Year

	Actual Year to Date FY 2012-13	Annual Budget FY 2013-14	Actual Year to Date FY 2013-14*	% of Budget YTD	Actual vs Prior Year Amount	Actual vs Prior Year %
Town Sales Tax Retail	$ 959,607	$ 3,670,000	$ 1,443,697	39%	$ 484,090	50%
Vehicle License Tax	$ 237,326	$ 563,000	$ 245,424	44%	$ 8,098	3%
State Shared Sales Tax	$ 348,438	$ 935,000	$ 370,083	40%	$ 21,645	6%
State Shared Income Tax	$ 460,389	$ 1,207,000	$ 502,834	42%	$ 42,445	9%
Highway User Revenue	$ 289,795	$ 763,000	$ 297,147	39%	$ 7,352	3%
Water Service Fees	$ 231,962	$ 467,000	$ 174,989	37%	$ (56,973)	-25%
Capital Improvement	$ 479,797	$ 1,138,000	$ 479,679	42%	$ (118)	0%
Sewer Service Fees	$ 423,330	$ 1,125,000	$ 477,934	42%	$ 54,604	13%
Major Revenues Y.T.D.	**$ 3,430,643**	**$ 9,868,000**	**$ 3,991,786**	**40%**	**$ 561,143**	**16%**
Total Revenue All Funds	**$ 4,651,292**	**$ 18,464,723**	**$ 4,862,158**	**26%**	**$ 210,866**	**5%**
	74%	**53%**	**82%**			

**Note Retail Sales Tax Rate increased from 3% to 4% on June 1, 2013.*

The Major Revenues are up $561,143 or 16% over the prior fiscal year continuing a positive trend. The largest portion is attributed to the 1% sales tax increase that went into effect this fiscal year. Excluding Water Service Fees, the remaining revenues are as on track as projected in this years budget.



Impact Fee Fund Recaps

For the Five Months Ending November 30, 2013 42% of the Fiscal Year

	Police Impact Fees	Library Impact Fees	Parks/Rec Impact Fees	Roads Impact Fees
Beginning Fund Balance @ 6/30/13	$ 78,889	$ 83,963	$ 23,394	$ 1,951,941
Impact Fees Revenue to Date	$ 7,709	$ 1,825	$ 5,924	$ 66,951
Impact Fees Expenditures to Date	$ 559	$ 116,241	$ (8,811)	$ -
Ending Fund Balance to Date	**$ 86,038**	**$ (30,453)**	**$ 38,129**	**$ 2,018,893**
Budgeted Expenditures FY 13/14	$ 50,000	$ 7,000	$ 29,000	$ 1,000,000

The overage in Library Impact Fees will be made up upon receipt of a $30,000 grant from the Yavapai Library District. Parks/Recs Impact Fees reflect a prior year credit from the HURF Fund.

Contingency Funds Budget

For the Five Months Ending November 30, 2013 42% of the Fiscal Year

	Actual Year to Date FY 2013-14	Annual Budget FY 2013-14
General Fund Budget		**$ 321,500**
Encumbered to Date		
North Campus Gas Line	$ 92,715	$ 93,630
Great Prescott Regional Economic		$ 10,500
General Fund Balance		**$ 217,370**
HURF Fund Budget		**$ 9,500**
Water Fund Budget		**$ 23,000**
Sewer Fund Budget		**$ 68,500**
Balance of Contingency Budget	**$ 92,715**	**$ 318,370**

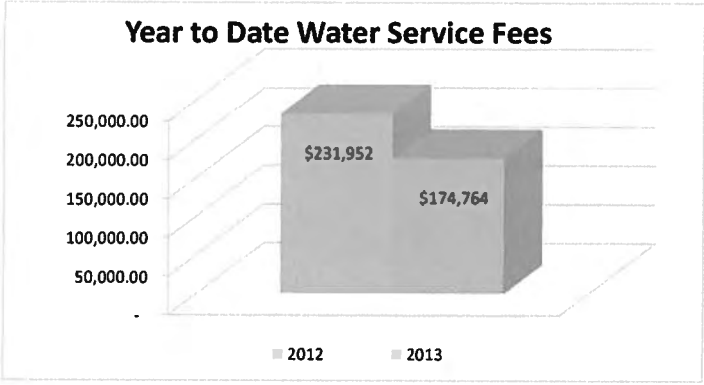
Annual Debt Service Summary By Fund

Fiscal Year Ended June 30, 2014

Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2013	FY 2014 Principal	FY 2014 Interest
General Government					
GADA Loan 2007A	7/1/2011	$ 3,825,000	$ 3,695,000	$ 75,000	$ 175,981
US Bank Series 2010	12/15/2010	$ 7,280,000	$ 7,280,000		$ 331,638
		$ 11,105,000	$ 10,975,000	$ 75,000	$ 507,619
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	$ 745,000	$ 655,000	$ 45,000	$ 26,895
Sewer Enterprise Fund					
WIFA	1/10/2007	$ 1,580,000	$ 1,166,086	$ 75,796	$ 32,161
WIFA	1/11/2008	$ 4,853,000	$ 3,973,676	$ 235,511	$ 111,819
USDA	2/16/2007	$ 1,595,000	$ 1,450,165	$ 37,140	$ 59,136
USDA	4/10/2008	$ 1,505,000	$ 1,406,302	$ 33,470	$ 57,382
USDA	4/16/2008	$ 1,332,000	$ 1,245,534	$ 29,577	$ 50,823
		$ 10,865,000	$ 9,241,763	$ 411,494	$ 311,321
Total Town of Chino Valley Debt		**$ 22,715,000**	**$ 20,871,763**	**$ 531,494**	**$ 845,835**

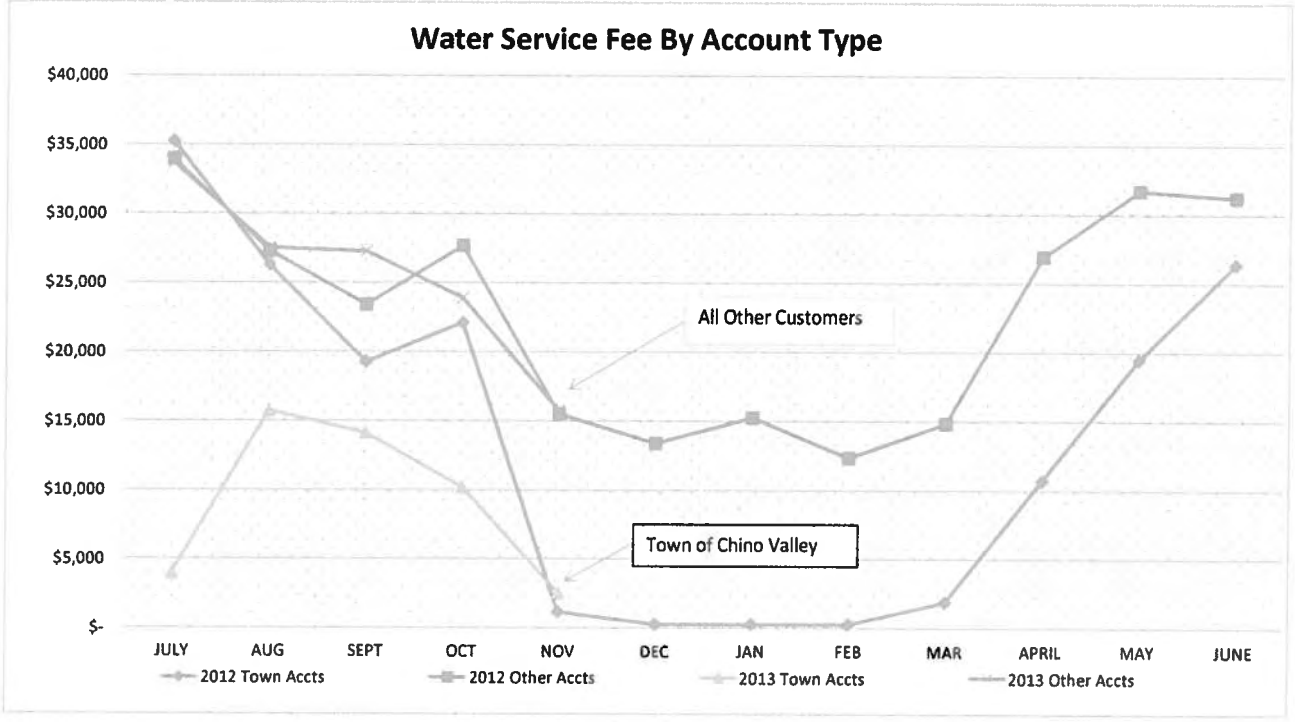
Town of Chino Valley
Water Service Fee Analysis

For the first five months of fiscal year 2013 water servcie fee revenue decreased by $56,973 compared to the prior fiscal year. An detailed analysis revealed that the reduction was due to a decrease in water used by the Town on the parks and ballfields and a faulty meter on the fields at Old Home Manor. The faulty meter recorded higher water usage in fiscal year 2012 resulting in at $15,000 credit posted in July 2013, and an overall $24,000 reduction in usage over the first five months. All other customers usages is even with last fiscal year. The budget shortfall will be made up with Water Buy In Fees this fiscal year.



This chart summarizes the 25% decrease in Water Servcie Fees

The chart below breaks out the monthly Water Service Fees paid by the Town of Chino Valley and all other customers. The Town of Chino Valley accounted for 37% of the Water Systems Revenue in fiscal year 2012. The Town of Chino Valley is the Water Utilities largest customer. Note that the reduction in water use by the Town so far this fiscal year and an increase in water usage by all other customers.



Note, the Water System Buy In Fees collected so far this fiscal year have offset the loss. However, the Town should carefully monitor this account for the rest of the fiscal year.

Town of Chino Valley
Reserve Requirement Summary

"The Town will maintain a fund stabilization reserve of 25% of General Government and Enterprise Funds operating expenditures for unforeseen emergencies or catastrophic impacts to the Town"

	Fund Balance @ 6/30/12	Fund Balance @ 6/30/13	Budgeted Expenditures FY 2013-14	25% of Budgeted Expenditures FY 2013-14 Required Reserve	Budgeted Fund Balance @ 6/30/14	Budgeted Reserve Overage/(Shortfall)
General Fund	$ 2,613,608	$ 3,100,744			$ 2,862,411	
Less Interfund Loans	$ 1,171,000	$ 1,352,889			$ 1,300,000	
Total Available Resources	$ 1,442,608	$ 1,747,855	$ 7,402,230	$ 1,850,558	$ 1,562,411	$ (288,147)
HURF Fund	$ 747,378	$ 923,452	$ 1,019,550	$ 254,888	$ 569,773	$ 314,886
Water Enterprise Fund	$ 3,921,364	$ 3,990,525			$ 4,269,877	
Less Fixed Assets and Long Term Obligation	$ 4,016,615	$ 3,992,963			$ 4,000,000	
Total Available Resoursed	$ (95,251)	$ (2,438)	$ 634,595	$ 158,649	$ 269,877	$ 111,228
Sewer Enterprise Fund	$ 9,997,690	$ 8,988,351			$ 9,390,052	
Less Fixed Assets and Long Term Obligation	$ 8,653,666	$ 8,222,544			$ 8,500,000	
Total Available Resoursed	$ 1,344,024	$ 765,806	$ 1,683,365	$ 420,841	$ 890,052	$ 469,211

The General Fund is not projected to have the required reserve at June 30, 2014 based on the adopted budget. The Town will update the projection during next years budget cycle and determine the amount to be budgeted next fiscal year. All other funds meet the minimum reguired reserve amounts.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Ruth Mayday, Planner Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	Chino Valley Shooting Range, 2025 Santa Fe Trail, Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 14-1021 to allow for the submission of an application to the Arizona Game and Fish Department for a Shooting Range Development Grant to accommodate further improvements to the shooting range facilities, including but not limited to Recreational Vehicle Parking facilities.

RECOMMENDED ACTION:

Approve Resolution No. 14-1021 to allow for the submission of an application to the Arizona Game and Fish Department for a Shooting Range Development Grant.

SITUATION AND ANALYSIS:

The Town of Chino Valley annually applies for development funds and this year we are applying for a shooting range development grant that would fund the initial construction of RV parking at the Town of Chino Valley Shooting Facility. For the initial RV parking, the total project cost is estimated to be $100,000; the required 50% match would be through the provision of in-kind construction management services by Town Staff. Should the application not be successful, the project will not go forward.

NOTE: As of the publishing of the agenda packet, this item is incomplete. As it is still under review by staff, it may be subject to change.

Fiscal Impact

Fiscal Impact?: none

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Council Resolution
Board Resolution

RESOLUTION NO. 14-1021

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE ARIZONA GAME AND FISH DEPARTMENT FOR A SHOOTING RANGE DEVELOPMENT GRANT FOR THE CHINO VALLEY SHOOTING FACILITY

WHEREAS, the Arizona Game and Fish Commission under A.R.S. §17-231.4 has authorized the establishment of a Shooting Ranges Development Policy providing financial assistance for the development of shooting ranges for public purposes; and

WHEREAS, the Arizona Game and Fish Department has responsibility for the administration of the policy, including the necessary guidelines and procedures governing applications for funding assistance under the policy; and

WHEREAS, the application procedures require the applicant's governing body to approve by resolution the submission of applications for shooting range assistance;

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

1. That it hereby approves the submission of an application for a shooting range development grant; and

2. That it certifies that the project application is consistent and compatible with all adopted plans and programs for safe shooting range development; and

3. That it agrees to comply with all procedures, guidelines and requirements of the Arizona Game and Fish Department as a part of the application process; and

4. That it understands that the project scope and funding amount are subject to final approval by the Arizona Game and Fish Commission; and

5. That the project coordinator for the Town of Chino Valley is authorized to act on behalf of the Town of Chino Valley by conducting negotiations, and by executing and submitting documents, including but not limited to, applications, agreements, amendments, and other documents which may be necessary for the completion of a shooting range development project.

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

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 14th day of January, 2014.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1021 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on January 14, 2014, 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

Board resolution in support of the grant application

Each application must include this resolution, signed by the president or similar governing group or officer, indicating that the application has the approval of the organization's governing board. All resolution forms must be attested to by the organization's secretary or officer and notarized.

Resolution of the Town of Chino Valley
(organization's governing body)

Resolution No: 14-1021

Date: January 14, 2014

Approving the application to the Arizona Game and Fish Department for a Shooting Range Development Grant for **project title: Chino Valley Shooting Facility**

WHEREAS, the Arizona Game and Fish Commission under A.R.S.§17-231.4 has authorized the establishment of a Shooting Ranges Development Policy providing financial assistance for the development of shooting ranges for public purposes; and

WHEREAS, the Arizona Game and Fish Department has responsibility for the administration of the policy, including the necessary guidelines and procedures governing applications for funding assistance under the policy; and

WHEREAS, the application procedures require the applicant's governing body to approve by resolution the submission of applications for shooting range assistance

NOW, THEREFORE, BE IT RESOLVED that this board hereby:

- Approves the filing of an application for a shooting range development grant; and
- Certifies that the project application is consistent and compatible with all adopted plans and programs for safe shooting range development; and
- Agrees to comply with all procedures, guidelines and requirements of the Arizona Game and Fish Department as a part of the application process; and
- Understands that the project scope and funding amount are subject to final approval by the Arizona Game and Fish Commission; and

Ruth Mayday and Charles Wynn are authorized to act on behalf of this organization by conducting
(Name of project coordinator)
negotiations, and by executing and submitting documents, including but not limited to, applications, agreements, amendments, and other documents which may be necessary for the completion of a shooting range development project. PASSED, ADOPTED AND APPROVED.

By signing below, I certify that I am the duly appointed and qualified Mayor of the Town of Chino Valley
(title of your office) (name of your organization)
and certify that the foregoing resolution is true, correct and was passed and adopted at a regular meeting of the board, held on January 14, 2014 at which a quorum was present.
(date of the meeting)

Signature of office holder		Date
Printed name and title of individual above		

Notary's seal and information

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Cecilia Watts, General Services Director
	Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

(i) Consideration and possible action to hold a public hearing for 2014 Community Development Block Grant (CDBG) funding.
(ii) Consideration and possible action to select a project for CDBG funding.

RECOMMENDED ACTION:

(i) Hold public hearing.
(ii) Approve the Chino Meadows 5 paving project as the Town's selected project for 2014 CDBG funding.

SITUATION AND ANALYSIS:

The Town of Chino Valley has been notified by the Arizona Department of Housing (DOH) that they should expect approximately $264,220.00 in Community Development Block Grant (CDBG) funding for FY 2014. An allocation from AZ DOH comes to Chino Valley every four years.

Part of the public process for the CDBG funds is to hold two public hearings. The first public hearing was held November 12, 2013 in the Town Hall Council Chambers. We had over 25 people present at this hearing, and the only project proposed was for the paving of streets in the Chino Meadows 5 area, proposed by the Public Works Department. The overwhelming majority of the people in the room were there to support this project. This is a continuation of projects in the Chino Meadows area to deal with drainage and access issues to the neighborhood; and road projects are also considered to be a high priority for the five-year goals through the AZ Department of Housing.

The 2nd public hearing will be during the Council Meeting of January 14, 2014. As this is the

only project proposed, an explanation of the project will be given by Mr.Richard Straub, Project Engineer, and then Council will formally vote on whether to use the CDBG funds for this purpose. One of the benefits of continuing a project in the same neighborhood is the ability to use the survey that was developed for the 2010 CDBG project. This survey "income qualifies" the neighborhood, which demonstrates a benefit where over 51% of the people in the area are of low to moderate income, a National Objective for the U.S. Department of Housing and Urban Development, Small Cities Program. Once the application is completed, the Council will be asked to pass a resolution allowing the Mayor to sign said application; this should occur in March 2014.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 03-90-5440
Available: 264,220.00

Funding Source:

The Town accounts for CDBG grants in a separate fund. No match is required by the Town.

Attachments

Proposal
Cost Estimate

REQUEST FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

Name: Cecilia Watts	Date: 12/30/2013
Representing: Town of Chino Valley	Phone: 928.636.2646

The project is: Asphalt paving of approximately 8,289 feet of dirt streets.

How will the CDBG funds be used?

Pay for 2" of asphalt pavement with reinforced edges on 8,289 feet of Town streets.

Location and mailing address for the project:
Chino Meadows Subdivision, Town of Chino Valley, 202 N. State Route 89, Chino Valley AZ

What is the problem that will be solved with the project?

The heavy traffic on dirt streets create considerable dust for adjacent residents and creates a health problem.

Describe the persons who will benefit.

Approximately 128 homes receive direct dust from the dirt streets and will benefit from dust abatement. The asphalt pavement will abate the dust.

At least 51% of the persons who benefit must be low-to-moderate income. What is the proof that they are low to moderate income? (There must be solid statistical proof from the U.S. Census, a pre-approved survey, or other firm documentation.)

This subdivision was surveyed in 2010 by Town personnel.

Total number of persons who will benefit 301	Number of low-moderate income persons who will benefit:220

Estimated cost is at least $ 264,050 and $ 264,050 in CDBG funds is needed.

How were the cost estimates derived?

Engineering Department calculated the cost of the asphalt pavement

If other funds are needed for the project, what is their source?

Engineering plans & specifications will be done in-house.

Are the other funds legally committed to the project? If they are not legally committed by December 31, 2009, the project is not eligible. (You will need proof for the application.)

N/A

Contact Person for this project: Cecilia Watts	
Address: Town of Chino Valley Community: 202 N. State Route 89 Chino Valley, AZ Zip: 86323	Phone: 928.636.2646
E-mail (if available):	Fax: 928.636.2144

I/we understand that the Council / Board of Supervisors may not prioritize my project at the top of the list for CDBG funding and I/we may not receive a CDBG allocation.

I/we have submitted, as appropriate (please check each that applies),

___ Agency Operations Budget
_X_ Project Operations Budget
___ Firm Commitment of Financing
___ Donation/Volunteer Pledge

I/we will submit all required back-up information at the request of the community. I/we understand that if the requested items are not received by the stated deadline, our request for funds will move to the bottom of the priority list and may not be funded.

If allocated CDBG funds, I/we certify that I/we will not engage in partisan politics or conduct religious proselytizing in the CDBG funded program or facility.

If allocated CDBG funds, I/we certify that I/we will continue the program for which CDBG funds are allocated for at least five years after grant close-out, which may be as long as eight years from now.

_____
Authorized Signature

THIS FORM MUST BE COMPLETE
UNSIGNED REQUESTS WILL NOT BE CONSIDERED BY THE COUNCIL / BOARD

TOWN OF CHINO VALLEY, ARIZONA
CBDG PROJECT BUDGET FOR PAVING STREETS IN CHINO MEADOWS SUBDIVISION.

PROJECT DISCRIPTION:

Place hot asphalt Pavement on prepared aggregate base on dirt streets in the Chino Meadows Subdivision, provide thicken edges and raise existing manholes to new asphalt grade.

Asphalt pavement	$227,000
Raise manholes	20,000
Asphalt testing	4,000
Environmental	3,000
NACOG Administration	10,000
	$264,000

MEMORANDUM

To: Ron Grittman
From: Richard Straub
Re: Cost Estimate for 2014 CDBG Paving Project in Chino Meadows
Date: 12/31/2013

This project will bid and will place a 2 inch thick hot asphalt pavement 24 feet wide with a thicken edge on each side of the asphalt pavement. The thicken edge called a Maricopa Edge provides strength to the edge of the pavement. This additional strength will prevent damage and braking to the edge when vehicles enter the pavement from the unpaved area adjacent to the pavement.

The hot asphalt pavement will be tested by a material testing firm to assure compliance with the approved local specifications.

The placement, spreading and compaction will be directly supervised by a register civil engineer.

The existing manholes located in the center of the streets will adjust to the new asphalt grade and a new concrete collar will be placed around the manhole lid and cover.

CDBG regulations will require a project sign placed on site.

The estimate has been based on available current bid prices and includes a hot asphalt concrete estimate of $85.00 per ton in place.

Asphaltic concrete pavement will be placed on the following streets:

- Cottonwood Lane, approximately 1,500 feet long.
- Center Street, Railroad and Sunset, approximately 3,981 feet long.
- Lazy Loop Drive, approximately 1,089 feet long.
- Lobo Lane, approximately 1,669 feet long.

Cost Estimate:

Asphalt pavement in place including project sign	$227,000
Raise existing manhole to new grade	$20,000
Testing of asphalt pavement for compaction and material gradation	$4,000
Required environmental testing / report	$3,000
NACOG Administration	$10,000

The total estimate project cost is $264,000 and is the requested CDBG funding amount.

MEMORANDUM

Town forces will prepare the road bed for the asphalt pavement by placing any needed base material, shaping the road bed, watering and compacting the base material and doing any fine grading immediately before the placement of the asphalt.

It is anticipated the paving will take two to three days and the raising of the manholes approximately five days.

The road receiving pavement will be paved one half at a time to allow traffic to use the road. The contractor will supply traffic control flaggers. Traffic will not be allowed on the hot asphalt until the mixture has been compacted and cooled.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Ruth Mayday, Planner Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	North of the northwest corner of Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit (CUP) for a 20 MW Photovoltaic Solar Facility in the AR-4 (Agricultural Residential 4 Acre Minimum) Zoning District on approximately 200 acres of real property located immediately north of the northwest corner of the property commonly known as Old Home Manor (2100 Old Home Manor Drive), and further described as Assessor's Parcel No. 306-02-300F.

RECOMMENDED ACTION:

Approve the required findings and Conditional Use Permit (CUP) for the construction and operation of a 20 MW Photovoltaic Solar Facility at 2100 Old Home Manor Drive, as set forth in the proposed Use Permit.

SITUATION AND ANALYSIS:

Property owner/applicant, Wilkinson Investments LLC/RES America Developments, Inc., filed an application with the Town requesting a Conditional Use Permit for a period of 25 years (expiring December 10, 2038) to construct and operate a 20 MW Photvoltaic solar energy facility in the AR-4 (Agricultural Residential 4 Acre Minimum) Zoning District on approximately 200 acres of real property located immediately north of the northwest corner of the property commonly known as Old Home Manor (2100 Old Home Manor Drive).

On Thursday, November 14, 2013, Ruth Mayday, in her capacity as Zoning Administrator, caused a notice to be mailed by the applicant(s) to the surrounding property owners within three hundred (300) feet of the subject property in lieu of a neighborhood meeting, as only one (1) of the adjoining property owners was not a public utility, or a party to the proposed project, or the Town of Chino Valley, in accordance with the Town of Chino Valley's Unified Development Ordinance §1.9.5 Citizen Review Process. After proper notice in accordance

with ARS §9-462.04, a public hearing was held on December 3, 2013 in the Town of Chino Valley Council Chambers, during which the Commission took comment from the public. After the public hearing, the Planning and Zoning Commission voted to forward an ordinance granting the Use Permit to the Town Council with a recommendation for approval.

Upon review of the proposed ordinance, the Town Attorney noted that approval of conditional use permits does not require an ordinance and is more appropriately done by Council making the required findings and approving a document granting the use permit and setting forth the conditions of approval. The Town Attorney prepared the attached Conditional Use Permit, including the Planning and Zoning Commission's recommended findings and conditions for approval by the Town Council.

A Public Hearing was held by the Planning and Zoning Commission on January 7, 2013 after notice in compliance with Arizona Revised Statutes. After a presentation by staff and by the applicant, the hearing was opened to the public. No comments were received; the Commission voted unanimously to forward the Conditional Use Permit to Town Council with a recommendation for approval.

Fiscal Impact

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

Attachments

Conditional Use Permit
Site Location Map
Site Plan
Landscape Plan

Department
Address
Chino Valley, AZ 86323

Phone number
Fax number
www.chinoaz.net

January 15, 2013

Daniel Menahem
RES America Developments Inc.
11101 W. 120th Ave #400

Broomfield, CO 80021

RE: Use Permit No.: 13-003
UP Name: RES Solar

On January 14, 2013, the Chino Valley Town Council made the findings and approved a Conditional Use Permit in the above-referenced case for approximately 200 acres of property in the AR-5 zoning district, located immediately north of the northwest corner of the property commonly known as Old Home Manor (2100 Old Home Manor Drive), as legally described in Exhibit 1, which is attached hereto and incorporated herein. The findings made by the Town Council are as follows:

1. The Conditional Use Permit 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; and

2. The proposed use is reasonably compatible with uses permitted in the surrounding area. Pursuant to Section 3.6.3F, public utility buildings, structures and appurtenances thereto for public service use are permitted as conditional uses in the AR-5 zoning district; and

3. The Citizen Participation protocols and notice requirements pursuant to the Unified Development Ordinance have been completed and satisfied.

Minutes of the Town Council meeting are available from the Town Clerk or online at www.chinoaz.net.

The Use Permit permits a 20MW solar electric energy facility use in the Agricultural/Residential – 5 (AR-5) zoning district. This Use Permit is subject to the following conditions:

1. The term of this Use Permit shall be twenty-five (25) years, beginning on the date of approval by the Town Council and terminating December 10, 2038.

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2. Due to the remote location of the Property, lack of adjacent residential development, and in lieu of providing landscaping to the Property as required by the UDO, Applicant shall provide off-site landscaping on Assessors' Parcels no. 306-02-293 and 306-02-295, equivalent to one-half the UDO requirement of the south and west property boundaries, which shall include:

A. 150 trees; 112 of which shall be a minimum of fifteen (15) gallons;

B. 80 shrubs, all of which shall be a minimum of five (5) gallons;

C. An irrigation system sufficient to maintain the above landscaping in a healthy, live condition, for a period of two (2) years.

D. Signage and lighting as indicated on landscape plan

E. Landscaping and buffering for the east and north property boundaries shall be in accordance with lease agreement between RES America Developments and Wilkinson Investments LLC.

F. Installation of landscaping on APN 306-02-293 and 306-02-295 shall be completed prior to issuance of Certificate of Occupancy.

3. Development and operation of the Property shall be as a photovoltaic solar energy generating facility only, which shall be constructed in substantial conformance with the terms and conditions of this Use Permit, the application narrative and preliminary site plan (sheets and conditions of the Conditional Use Permit, application narrative and preliminary site plan sheets 1-4, dated March 1 2011), all of which are attached hereto as Exhibit 2.

4. Future modifications, upgrades or replacement of equipment not identified in or shown on the narrative and preliminary site plan (Exhibit 2) shall not materially alter the solar array footprint, orientation, height, reflectivity, landscaping, noise or designated open space, unless they reduce the impact on the surrounding area. All modifications, upgrades or replacement plans are subject to review and approval by Town Staff and shall be submitted to the Planning Department for approval prior to construction.

5. All drive aisles and parking areas shall have a dust free hard surface. Chip seal is adequate to satisfy this requirement.

6. Prior to construction, an engineered, stamped grading and drainage report is required.

Department
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Phone number
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7. Developer shall extend Jerome Road from Rodeo Drive north to the Property. The roadway shall be no less than twenty-eight feet (28') wide and double chip sealed with a minimum of eight inches (8") of asphaltic base course.

This Use Permit is subject to all procedures and limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. If either commencement of the use or commencement of construction, pursuant to a valid building permit, has not occurred within one year of the effective date of this Use Permit, this Use Permit will automatically expire and be void. The effective date is the 11th day after approval.

Please ensure that all public hearing notice signs installed on the site, if any, are removed immediately.

If you have any questions regarding this Use Permit, please contact Ruth Mayday at 928-636-4427 or by email at rmayday@chinoaz.net.

Sincerely,

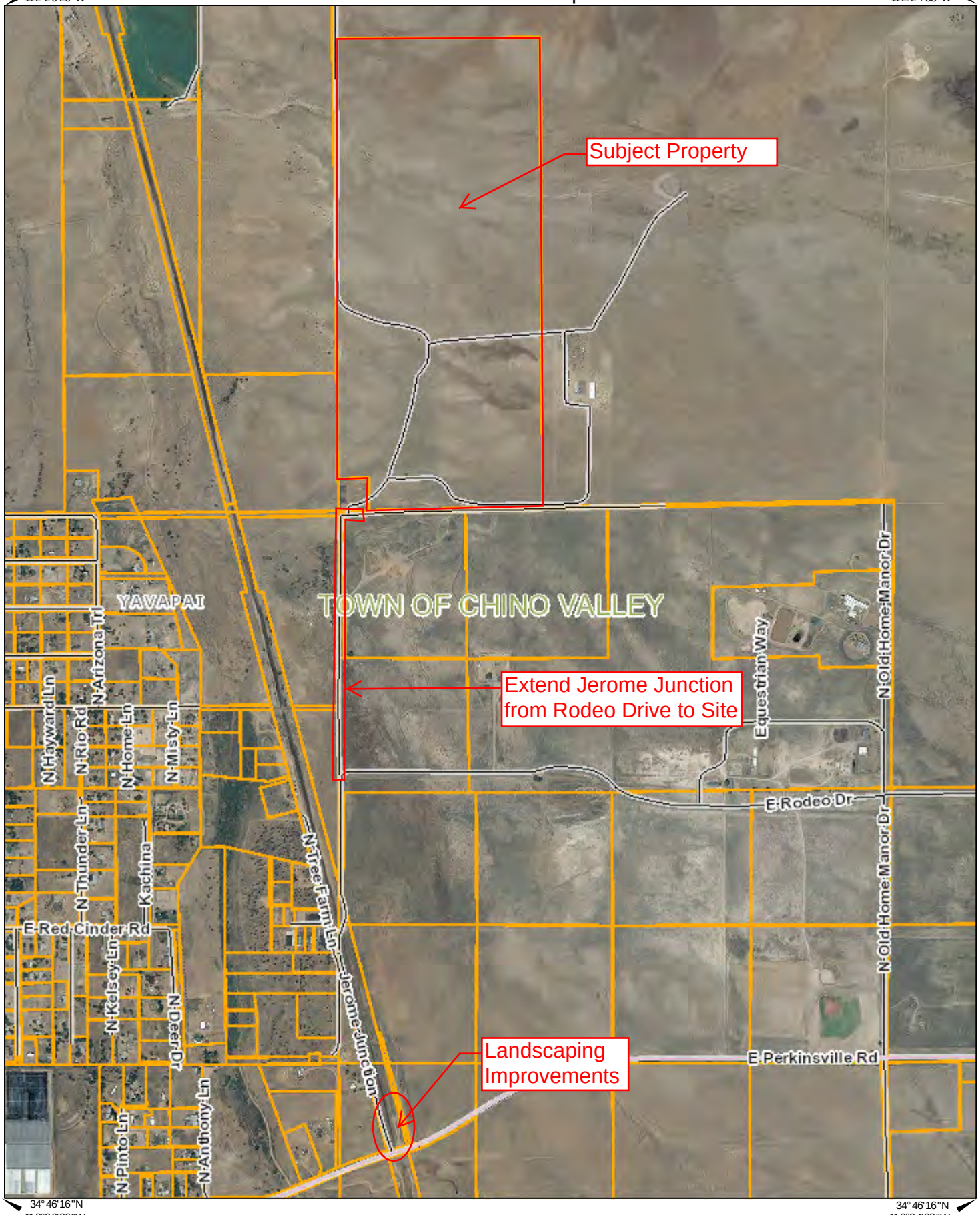
_____

Ruth Mayday
Planner

Enclosures (Exhibits):

1. Legal Description
2. Project Narrative/Site Plan

Solar Plant Site Map



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.

0 0.15 0.3 0.6 Miles
0 0.25 0.5 1 Kilometers

N

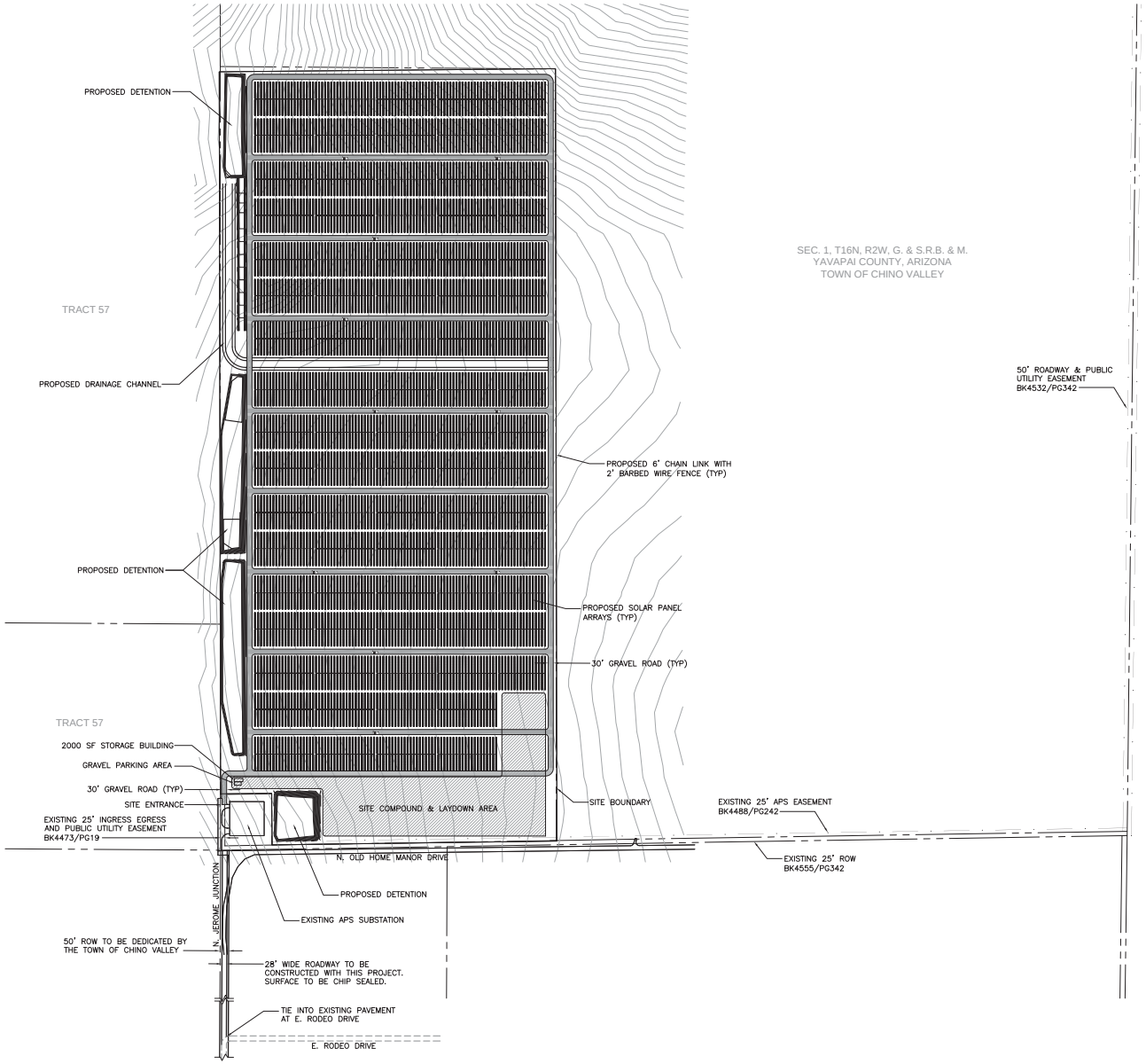
1:18,000

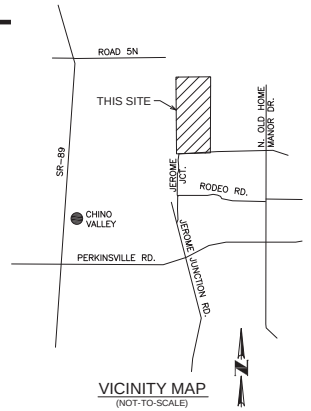
Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

Map Created 1/7/2014

CHINO VALLEY SOLAR ENERGY PROJECT

PRELIMINARY SITE PLAN





VICINITY MAP
(NOT-TO-SCALE)

OWNER:

WILKINSON INVESTMENTS LLC
25418 N. 44TH DRIVE
PHOENIX, AZ 85083
PHONE: (602) 448-4401
CONTACT: C/O ROB BISCOE

APPLICANT:

RES AMERICA DEVELOPMENTS, INC.
11101 W. 120TH AVENUE, SUITE #400
BROOMFIELD, CO 80021
PHONE: (303) 439-4200
FAX: (303) 439-4299
CONTACT: DANIEL MENAHEM

PREPARED BY:

COE & VAN LOO CONSULTANTS INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: BOB DALTON, P.E.

LEGAL DESCRIPTION:

A PORTION OF THE WEST 1/2 OF SECTION 1, T16N, R2W

NOTES:

1. PROJECT AREA = 200 ACRES
2. ZONING = AR-4
3. BUILDING AREA = 1000 SQ. FT.
4. LANDSCAPE AREA = NONE
5. FLOOR AREA = 1000 SQ. FT.
6. PARKING SPACES = 4 GRAVEL SPACES (NO PAVED PARKING PROVIDED)
7. AC SIZE = 20 MW
8. DC SIZE = 27.36
9. DC/AC RATIO = 1.37
10. GROUND COVER RATIO = 0.33
11. MODULE RATING = 300 W
12. TOTAL NUMBER OF MODULES = 91,200
13. BUILDING TO BE PREFABRICATED STEEL STORAGE BUILDING

Registered Professional Engineer
Certificate No.
44688
ROBERT W. DALTON
Date Signed
ARIZONA, U.S.A.
Expires: 06/30/2015

ISSUE	DATE	DESCRIPTION	DRAWN	CHKD	APPD
PURPOSE:		PRELIMINARY			
COORD. SYSTEM:		NAD83 ARIZONA STATE PLANES, CENTRAL ZONE, US FOOT			

INFORMATION SHOWN IS SUBJECT TO CHANGE. NOT FOR CONSTRUCTION

THE DRAWINGS IS THE PROPERTY OF RES AMERICA CONSTRUCTION INC. AS SU... HEREIN ARE NOT TO BE USED IN ANY WAY...

PROJECT NO. 22088

PREPARED BY:

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
Telephone 602-264-6831
http://www.cvlci.com

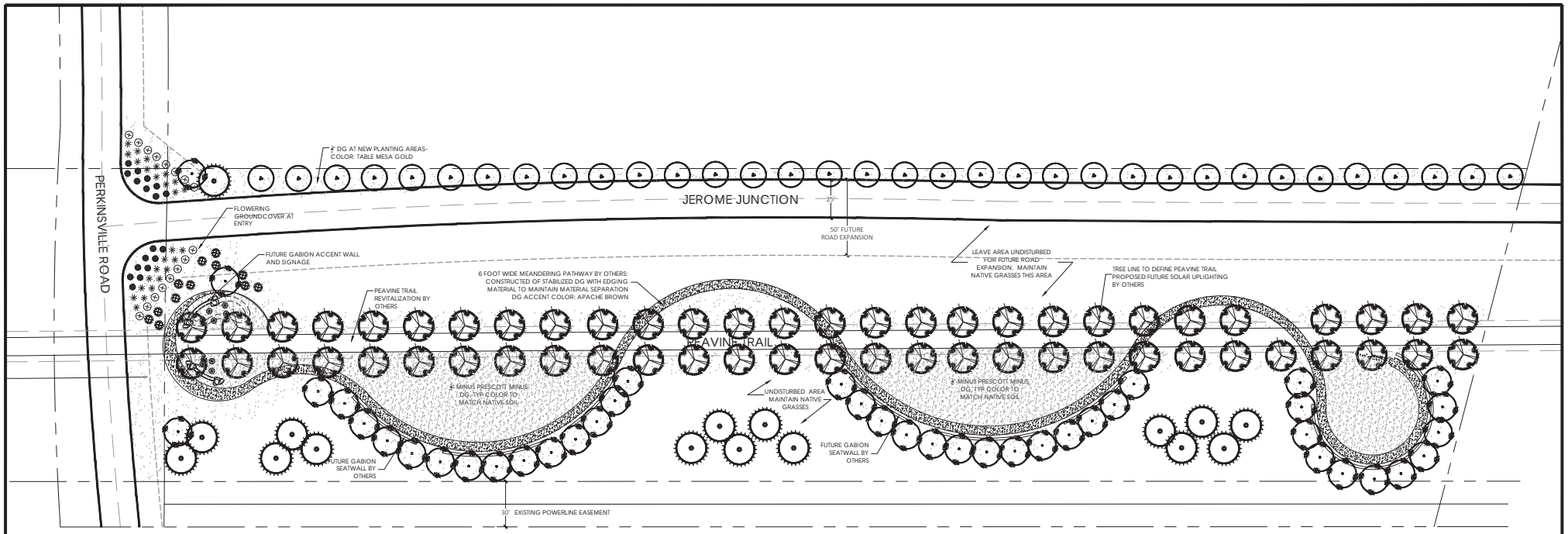
CHINO VALLEY SOLAR ENERGY PROJECT

PRELIMINARY SITE PLAN

YAVAPAI COUNTY, ARIZONA

DRAWING NUMBER:

1 OF 1



PRELIMINARY LANDSCAPE LEGEND

TREES

SPECIES	SIZE/QTY
CEDRUS DEODARA DEODAR CEDAR	15 GAL
CHILOPSIS LINEARIS DESERT WILLOW	15 GAL
FRAXINUS VELUTINA ARIZONA ASH	24" BOX
PISTACIA CHINENSIS CHINESES PISTACHE	15 GAL

SHRUBS

SPECIES	SIZE/QTY
SPARTIUM JUNCEUM SPANISH BROOM	5 GAL
NOLINA MICROCARPA BEARGRASS	5 GAL
HESPERALOE PARVIFLORA RED YUCCA	5 GAL
JUNIPERUS HORIZONTALIS BLUE CHIP JUNIPER	5 GAL
SALVIA GREGGII RED AUTUMN SAGE	5 GAL

MATERIALS

SPECIES	SIZE/QTY
DG COLOR AND SIZE PER PLAN 2" DEPTH COVERAGE MIN.	

NORTH

30 15 0 30 60

SCALE: 1" = 30 FEET

CHINO VALLEY SOLAR PLANT

@ OLD HOME MANOR

PERKINSVILLE ROAD AND JEROME JUNCTION LANDSCAPE IMPROVEMENTS

CLIENT INFORMATION:

ENValue

3225 COUNTRY CLUB PARKWAY
CASTLE ROCK, COLORADO 80108
P 303.819.3313 | E INFO@ENVALUE.COM

CONCEPTUAL PLAN BY:
SKETCH LANDSCAPE ARCHITECTURE STUDIO, LLC
PO BOX 240 | CHINO VALLEY, AZ 86323
P 928.277.7336 | E INFO@SKETCH-LA.COM

PLOT DATE: DECEMBER 31, 2013
DRAWN BY: CELIA A. VANDER MOLEN

TITLE:
CONCEPTUAL PLAN

SHEET NO.
L1 OF 1

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Ron Grittman, Town Engineer
	Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Road 4 South

AGENDA ITEM TITLE:

Consideration and possible action to approve Agreement to Relocate an Overhead Transmission Power Line with Arizona Public Service (APS) for the relocation of conflicting power poles along the Road 4 South alignment, in an amount not to exceed $60,000.00.

RECOMMENDED ACTION:

Approve the Agreement with APS for relocating conflicting power poles along the Road 4 South alignment, in an amount not to exceed $60,000.00.

SITUATION AND ANALYSIS:

The Road 4 South project has an APS 69Kv power line that is in conflict recently acquired ROW and construction alignment. This agreement will authorize APS to relocate the conflicting power poles to outside the ROW.

Early in the project, staff looked at roadway alignment alternatives that would have avoided the need for this relocation. The existing Road alignment of 4 South is located completely on ROW acquired from State Land. Each alternative alignment for the roadway would require that additional land from the State Land Department. The costs of acquiring the additional land from the State Land Department would have been significantly more expensive that relocating the APS power poles and would have resulted in significant delays to the project.

Because this relocation can only be performed by APS, the Town does not the ability to open this to a public bidding process. Since APS owns and operates the electrical system, APS must perform this work.

APS is recommending that they resolve the conflict by replacing the three existing wooden

power poles with one large steel pole. Staff had APS develop a price for various other options to replacing the three existing wooden power poles with a steel pole. Each option exceeded the cost estimate as proposed. After this vetting, staff recommends that the proposal, as presented by APS, affords the most economical price to resolve the conflict.

This project is being constructed using the "In-House" designation that was approved by the Town Council on November 12, 2013. Normal bidding requirements would require a final set of engineering plans, mobilization, bonding, contractor pricing, etc. Cost estimates for the construction of this project were prepared based on a normal bidding requirements. The estimate for this project under normal bidding processes is $557,846.00. See attached cost estimates.

At the November 12, 2013 Council meeting, general cost estimates were developed based on categories that are required to construct the roadway. These include, drainage, guardrail, aggregate base, etc. The cost estimates under the In-House designation are $199,975.00 ($89,975.00 for Phase 1 and $110,000.00 for Phase 2), plus an amount not to exceed $126,444.00 ($42,148.00 for phase 1 and $84,296.00 for Phase 2) for rental equipment, plus the cost to relocate the APS pole in the amount not to exceed $60,000 (Phase 1 only). The equates to $192,123.00 for Phase 1 and $194,296.00 for Phase 2.

NOTE: As of the publishing of the agenda packet, this item is incomplete. As it is still under review by staff, it may be subject to change.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5511

Available: $60,000

Funding Source:

Funds to come from Roads Impact Fees and per the adopted budget, the project will be accounted in the Capital Improvements Fund.

Attachments

Normal Bidding Costs

APS Agreement

Exhibit A

	Total Cost of Construction	Cost of Construction for Each Project				
	Road 4 South (Solar to Peavine Trail)	$557,846.00				
	Center Street (Road 1 East to Peavine Trail)	$850,025.00				
	Peavine Trail (Center Street to Road 4 South)	$1,094,370.00				
		$2,502,241.0				

	SUMMARY OF EACH PROJECT FROM DETAILED COST ESTIMATES							
	Road 4 South Improvements - Solar Site to Peavine Trail (Outside Bid)				Total Length	5,280	LF	
		2 Lanes Between Solar Site to Peavine Trail						
		Dirt Roadway Section with no surfacing			2 Lane Sectio	5280	LF	
	Description	Industry Standard	% of project	Quant		Units	Unit Price	Bid Total
	Design	10.0%	9.9%	1		LS	55,000.00	$55,000.00
	Mobilization	0.5%	0.5%	1		LS	3,000.00	$3,000.00
	Survey	1.5%	4.3%	1		LS	23,876.00	$23,876.00
	QC/Testing	1.5%	4.1%	1		LS	23,000.00	$23,000.00
	SWPPP	5.0%	4.9%	1		LS	27,300.00	$27,300.00
	Subgrade Preparation			15,253	15,253	SY	10.00	$152,530.00
	6" Base Course			2,542	2542.22	CY	90.00	$228,780.00
	Traffic Control	3.5%	3.4%		1	LS	19,000.00	$19,000.00
	Contingency	5.0%	4.5%					$25,000.00
	Total							$557,486.00
	Center Street Improvements -Road 1 East to Peavine Trail (Outside Bid)				Total Length	6600	LF	
		2 Lanes Between Road 1 East to Peavine Trail						
		Dirt Roadway Section with no surfacing			2 Lane Sectio	6600	LF	
	Description	Industry Standard	% of project	Quant		Units	Unit Price	Bid Total
	Design	10.0%	10.0%	1		LS	85,000	$85,000.00
	Mobilization	0.5%	0.5%	1		LS	4,000	$4,000.00
	Survey	1.5%	2.7%	1		LS	23,000	$23,000.00
	QC/Testing	1.5%	2.7%	1		LS	23,000	$23,000.00
	SWPPP	5.0%	4.7%	1		LS	40,000	$40,000.00
	Mill existing pavement			2,640	19,067	SY	10	$26,400.00
	Subgrade Preparation			19,067	19,067	SY	10	$190,670.00
	6" Base Course			3,178	3,178	CY	90	$286,020.00

	Double Chipseal			19,067	19,067	SY	5	$95,335.00
	Contingency	5.0%	4.9%					$42,000.00
	Total							$850,025.00
	Peavine Trail Center Street to Road 4 South (Outside Bid)				Total Length	12050	LF	
		2 Lanes Between Center Street and Road 4 South						
		Dirt Roadway Section with no surfacing			2 Lane Sectio	12050	LF	
	Description	Industry Standard	% of project	Quant		Units	Unit Price	Bid Total
	Design	10.0%	9.1%	1		LS	100,000	$100,000.00
	Mobilization	0.5%	0.5%	1		LS	5,000	$5,000.00
	Survey	1.5%	2.1%	1		LS	23,000	$23,000.00
	QC/Testing	1.5%	2.1%	1		LS	23,000	$23,000.00
	SWPPP	5.0%	4.6%	1		LS	50,000	$50,000.00
	Subgrade Preparation			32,133	32,133	SY	10	$321,330.00
	6" Base Course			5,356	5,356	CY	90	$482,040.00
	Traffic Control	3.5%	3.2%		1	LS	35,000	$35,000.00
	Contingency	5.0%	5.0%					$55,000.00
	Total							$1,094,370.00

AGREEMENT TO RELOCATE
AN OVERHEAD TRANSMISSION POWER LINE

This AGREEMENT TO RELOCATE AN OVERHEAD TRANSMISSION POWER LINE (this "Agreement") is executed by and between Arizona Public Service Company, an Arizona corporation (hereinafter referred to as "APS"), and the Town of Chino Valley, an Arizona municipal corporation (hereinafter referred to as "Chino Valley"), sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. APS has electric transmission and distribution lines within the Town of Chino Valley, Arizona.

B. For Road improvement purposes, Chino Valley has requested that APS overhead 69kV electric transmission power lines and related facilities be relocated to an agreed location out of the way of the new Chino Valley South 4 Road improvements approximately 30 feet west of its existing location (the "Relocation Project").

C. The APS 69KV 3-pole structure is currently located within an easement; The Prior Rights are more particularly described on "Exhibit A" attached hereto.

D. APS' Service Schedule 3, "Conditions Governing Extensions of Electric Distribution Lines and Services" (approved by the Arizona Corporation Commission), in Section 7.9, authorizes APS to require reimbursement of 69KV Transmission relocation costs when APS has prior rights.

E. Chino Valley is willing to pay APS the reasonable and customary charges to remove and relocate the existing APS 69KV 3-pole structure located within an existing easement to a new location outside the Town's right-of-way (the "Relocation Project"), as more particularly described in "Exhibit B", attached hereto.

F. APS is willing to carry out the Relocation Project under the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced Recitals and the covenants and agreements set forth below, the Parties agree as follows:

1. Chino Valley agrees that Chino Valley will pay APS 100% of the reasonable relocation cost of the Relocation Project. Upon execution of this Agreement, Chino Valley will pay 100% of the estimated relocation cost of the Relocation Project. The total Relocation Project cost is currently estimated to be as follows:

$60,000.00	Equals the total estimated 69KV transmission line relocation cost, APS work order number WA163102.

Equals 100% of the estimated total relocation cost, which is the amount the Town of Chino Valley is responsible to pay APS.

At the end of the construction, there will be a true-up of the actual costs and payments made. All final billings will be based on actual costs at the end of construction.

2. Chino Valley will review, comment on, and coordinate with APS regarding finalizing the preliminary plans and specs and, if it agrees with the plans, will provide its written approval of the "Final Plans and Specs." Such written approval shall not be unreasonably delayed or withheld.

3. After receiving written approval from Chino Valley, APS shall install the new 69KV transmission electric lines and facilities in accordance with the Final Plans and Specifications.

4. After installation of the new 69KV transmission electric lines and facilities are completed, APS shall, in coordination with Chino Valley and the affected APS customers, perform the switchover from the existing overhead 69KV transmission to the new relocated 69KV overhead transmission line.

5. When the switchover has been completed, APS shall remove the existing transmission power lines and restore the easement to its prior condition to the extent possible.

6. The Parties hereto acknowledge that this Agreement is subject to cancellation by Chino Valley pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, APS and Chino Valley have caused this Agreement to be duly executed and delivered as of the _____ day of _____, 2013.

ARIZONA PUBLIC SERVICE COMPANY	TOWN OF CHINO VALLEY
SIGNATURE: _____	SIGNATURE: _____
NAME: _____ TITLE: _____	Chris Marley, Mayor The individual executing this Agreement on behalf of Chino Valley represents and warrants: (i) that he or she is authorized to do so on behalf of Chino Valley; (ii) that he or she has full legal power and authority to bind Chino Valley in accordance with the

terms herein, and, if necessary, has obtained all required consents or delegations of such power and authority.

ATTEST:

_____
Jamie Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, Town Attorneys
By: Phyllis L.N. Smiley

EXHIBIT A

Description of Prior Rights

EXHIBIT B

DESCRIPTION OF THE WORK

Relocate approximately 30 feet of overhead 69KV Transmission lines, which includes one (1) steel self supporting pole; remove 1-69kv 3-pole structure, 3-transmission dead ends, and anchors, and transfer and dead end 2-spans of transmission wire. APS Work order WA163102

In consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, I grant Northern Arizona Light and Power Company, (hereinafter called "Company"), its successors and assigns, an easement to construct, operate and maintain electric lines and poles upon, across, over and under the surface of the following described premises situate in Yavapai County, Arizona:

The East Half of the East Half of Section 35, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian.

said easement being 40 feet in width and having a center line described as follows:

Beginning at a point on the South boundary line, approximately 40 feet West of the East boundary line, thence Northerly on a line parallel to and approximately 40 feet West of the said East boundary line to a point on the North boundary line.

together with the rights to repair, replace, maintain and remove said lines and poles from said premises, to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines, and to permit the attachment of the wires of any other Company to such poles. By accepting this easement the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Carl C. Rees

Dated _____

WITNESS:

_____

_____

STATE OF ARIZONA)
MARICOPA: ss.
County of ~~Yavapai~~)

This easement was acknowledged before me this 16th day of March, 1951

by Carl C Rees

WITNESS my hand and official seal the day and year in this certificate above written.

My Commission expires: Aug-17-1953

J. J. Frost
Notary Public.

262

2297

INDEXED

COPIED

Card Index

PAGED

Filed and recorded at request of

Northern Light Mines Co.

Mar 18 A. D. 1915

at 3:30 o'clock P M.

Book 195 Deeds

Page 492

Records of Yavapai County, Arizona

Grace Chapman

County Recorder

By Doris L. Gillies

Deputy Recorder

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Action
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Discussion and possible action regarding the Agreement for Professional Consulting Services with California Skateparks, approved on December 10, 2013, including but not limited to possible legal issues with California Skateparks owners and former business relationships. (Councilmember Linda Hatch; Councilmember Don Wojcik)

RECOMMENDED ACTION:

Direction to staff.

SITUATION AND ANALYSIS:

On December 27, 2013, several Town officials received an email through the web server from Tim Donovan with regard to California Skateparks, requesting that the Town Attorney investigate various allegations against the owner of the company. Councilmembers Linda Hatch and Don Wojcik have requested that Council discuss the matter to determine if any further action to direct staff might be needed.

Fiscal Impact

Fiscal Impact?: TBD
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Professional Services Contract, dated December 10, 2013
News release, Los Angeles District Attorney
AZ revoked corporate status
dba California Ramp Works
CA revoked corporate status
Email regarding Lake Havasu skate park built by CSP
Letter from California Skateparks

Town of Chino Valley

Professional Services Contract

For the Design of

The Chino Valley Community Center Skate Park

December 10, 2013

Mayor
Chris Marley

Vice Mayor Darryl Croft
Council Member Lon Turner
Council Member Don Wojcik

Council Member Mike Best
Council Member Pat McKee
Council Member Linda Hatch

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
(Architects and Engineers)

THIS Agreement is entered into as of this 10th day of December, 2013, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and California Skateparks, hereinafter referred to as the "A/E."

FOR THE PURPOSE of providing professional consulting services for the Town on the design of the Town of Chino Valley Skate Park Project, hereinafter referred to as the "Project," Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, Town engages the A/E to render professional architect or engineering services, as applicable, set forth herein, in accordance with all the terms and conditions contained in this Agreement.

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

1.3 Responsibility of the A/E.

1.3.1 A/E shall provide sufficient qualified personnel, upon reasonable notice to perform any and all Services, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. A/E agrees and acknowledges that it is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by A/E pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Section 2.

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

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

1.3.4 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

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

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

1.3.7 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.

1.3.8 A/E shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

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

1.4 Responsibility of Town.

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

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

1.5 Contract Term. The term of this Agreement shall be from December 10, 2013 through June 30, 2014. All services identified herein shall be completed to the satisfaction of the Town no later than July 31, 2014.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by A/E, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed $34,255.00 unless agreed to in writing by the Town.

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

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and

employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. A/E shall be solely responsible for any such deductible or self insured retention amount.

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

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

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

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

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

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 A/E's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent A/Es, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

4.11.3 Vehicle Liability: A/E shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence and $2,000,000 aggregate; and minimum coverage of $500,000 per occurrence/aggregate for property damage on A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's Services under this

Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

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

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

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

5. INDEMNIFICATION

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

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

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

6. TERMINATION OF THIS AGREEMENT

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

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

7. ASSURANCES

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

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

7.3 Ownership of Document and Other Data. The Town acknowledges the A/E's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the A/E, or, in the event of termination, payment in full of all monies due to the A/E at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written

authorization of the A/E. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subconsultants (collectively, A/E) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

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

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

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

conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6.7 A/E, 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. A/E 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.

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

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

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

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

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

TOWN:	A/E:
Town Manager Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323	Bill Minadeo California Skateparks 273 N. Benson Ave. Upland, CA 91786

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

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

6.14 Corporate Protection. It is intended by the parties to this Agreement that the A/E's services in connection with the Project shall not subject the A/E's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that

as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the A/E and not against any of the A/E's individual employees, officers or directors.

7. SUSPENSION OF WORK

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

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

8. INTERESTS AND BENEFITS

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

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

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

9. ASSIGNABILITY

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

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

TOWN OF CHINO VALLEY

By: _____
~~Chris Marley~~, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

A/E

By: _____
Its: President

EXHIBIT A
SCOPE OF WORK
FOR DESIGN-BID-BUILD PROJECT

A. GENERAL

1. The Project is generally described as follows: Provide conceptual and final construction plans for the Town of Chino Valley Skate Park in accordance with the attached scope of services.

2. A/E shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by A/E under this Contract. A/E shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

3. ***OPTIONAL – DELETE IF NOT NEEDED*** If A/E is provided with a construction budget for the Project. A/E shall complete the design and construction documents, such that construction cost of the Project designed by A/E will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, A/E shall immediately notify Town. If the construction budget is exceeded, A/E shall value A/E the Project at no additional cost to Town.

4. A/E shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to Town for inclusion in the overall Project documentation.

5. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.

6. All designs and specifications prepared by A/E shall comply with applicable engineering and design standards to include, but not be limited industry standards ***and*** the Americans with Disabilities Act, as determined by permitting agencies.

7. If A/E provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and contract documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by A/E.

8. Time is of the essence in this contract.

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

SUBCONSULTANTS:

EXHIBIT C
SCHEDULE OF SERVICES

CALIFORNIA skateparks

November 20, 2013

Chris Bartel

Chino Valley, Arizona

RE: Chino Valley Skatepark

Dear Chris,

SCOPE OF SERVICES

California Skateparks, Inc.'s project team is prepared to perform all the necessary work to complete this project with the highest level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all of the project goals and expectations. This proposal, should it be accepted by you, shall be considered the outlined scope of work for this project, which consists of a concrete skate park meeting the needs of the City process, community input and professional design services.

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost and budget.
- To conduct the public design workshop.

1.1 Project Kick-off Meeting #1 (CSP/CITY) PHONE CONFERENCE

- CSP will issue a data sheet/questionnaire for the City to complete prior to the first project meeting. This data sheet will assist CSP in the programming and design of the skate park.
- Meet with City staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.

1.2 Data Collection (CSP/CITY)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the City.

1.3 Skate Park Flow and Skill Level Diagrams (CSP)

- Develop two (2) alternative bubble diagrams illustrating the layout and program relationships of the skate park to the overall master plan amenities.
- Diagram skill levels, approximate size of amenities and circulation throughout each transition zone.

1.4 Project Meeting #2 & Public Meeting #1 (CSP/CITY)

- City shall locate and reserve the room(s) for each of the below listed meetings.
- City shall provide CSP with any operational or maintenance issues pertaining to the park within the Cities oversight. CSP will use this information to respond to any existing park issues that may be addressed in the design of this project.
- City shall provide CSP with any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. City shall additionally inform CSP of any special requirements for this particular project (city approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
  - The first two meetings will occur on the same date the public design workshop will occur after a concept design is signed off by the city.
  - City Staff Meeting #1 – This meeting will include the City Staff.
  - Design Team/Project Consultant Meeting – This meeting will include the, City Staff, public agencies and any team consultants related to the project.
  - Public Design Workshop – This meeting will present the concept plan that has been reviewed and approved by the city.

Task 1.0 Deliverables

1.1 Memorandum of project understanding and scope – submitted to City for review and approval.

1.2 Matrix delineating requested items and status of each item (received/waiting on information). Matrix shall be issued to City after Design Team Meeting #1.

1.3 CSP shall use the existing preliminary park master plan as the deliverable for this task.

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Skate Park Conceptual Layout Plans (CSP)

- Based upon specific design criteria gathered from the City and public input obtained from the first public meeting, CSP will prepare a conceptual design plan that will depict site facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
  - Develop a conceptual skate park design identifying horizontal layout of the park based on the conceptual bubble diagram layout and City approval.
  - Pedestrian access and circulation system.
  - Relationship between skate park and existing/proposed recreation areas.
  - Landforms and grading concept (skate park only).

2.2 Develop Final Skate Park Schematic Master Plan (CSP/CITY)

- Develop (1) final park master plan based on conceptual layouts, design team input, City input, and public design workshop comments.

2.3 Preliminary Skate Park Cost Estimate (CSP)

- Determine preliminary cost for skate park.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

Task 2.0 Deliverables

2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.

2.2 Final skate park schematic master plan.

2.3 Preliminary costs for skate park based on current market conditions.

TASK 3.0-DESIGN DEVELOPMENT PHASE (50% City Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the City of the Schematic Design plans, CSP shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

3.1 Project Meeting #3 – DD Coordination (CSP/CITY) PHONE CONFERENCE

- CSP will make available to the City a copy of the final plan prior to project meeting.
- Evaluate skate park plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.

3.2 Materials Research (CSP)

- Identify proposed materials and furnishings to be used within the skate park project.
- Identify all products by manufacturer and approximate cost.

3.3 Prepare Base Information (CSP)

- Prepare base information for inclusion in all future design documents.
- CSP will coordinate drawings within our scope of work with Project Design Team members as updates become available.

3.4 Site Plan (CSP)

- Convey major site features relevant to the skate park's placement on site. Site survey will be provided by CITY.

3.5 Preliminary Skate Park Material Reference Plan (CSP)

- Identify all major amenities in the skate park Master Plan by keynote description.
- Reference all major details, enlargements and sections.

3.6 Preliminary Layout Plan (CSP)

- Final location of skate park using horizontal coordinates, curve data & vertical elevations.
- Enlarged layout plan for the skate park using horizontal coordinates, curve data & vertical elevations.

3.7 Axon Plan (CSP)

- CSP shall prepare a 3-D rendering of the skate park for the City & City.

3.8 Preliminary Grading and Drainage Plan & Coordination (CSP/ CIVIL ENGINEER)

- Proposed spot grades at necessary points to convey intended elevations and direction of flow by CSP.
- Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by Civil Engineer.

3.9 General Skate Park Lighting Guidelines (CSP/ ELECTRICAL ENGINEER)

- CSP will provide general skate park lighting guidelines to the Electrical Engineer to aid in the design of appropriate lighting layout for the skate park. Electrical plans to be prepared by CITY hired Electrical Engineer.

3.10 Sections/Profiles Plan (CSP)

- Vertical sections at appropriate scale conveying the overall skate park design intent.

3.11 Construction Details (CSP/PROJECT DESIGN TEAM)

- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

3.12 Specifications (CSP/PROJECT DESIGN TEAM)

- Provide 50% specifications for all elements within this project that falls under this scope of work within the project limit work lines.

3.13 Preliminary Statement of Probable Construction Costs – 50% (CSP)

- Prepare cost estimate for the skate park within the project's limit of work.

3.14 50% City Review Submittal (CITY/CSP)

- Submit 50% plan set, specifications, and construction estimate for review by City.
- It shall be the responsibility of the City to review all material and respond to CSP with any comments or questions in a timely manner.

3.15 Project Meeting #4 – DD Review (CSP/CITY) PHONE CONFERENCE

- City review of 50% submittal.

Task 3.0 Deliverables

3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
3.2 Cut-sheets and/or product samples for submittal to city for review and approval.
3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 50%plan set.
3.4+ (1) 24"x36" 50% plan set
(1) Set 50% Specifications
(1) Cost Estimate

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS (90%-100%)

Objectives:

- Upon review, by the City, of the Design Development documents, CSP shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the entire skate park.
- Construction documents shall include, but not be limited to: layout, grading & drainage, materials and other plans as necessary to facilitate the construction of the proposed project.
- CSP will submit 90% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the City & Building Department to present to the City 100% final, professional sealed plans for bidding.

4.1 Project Meeting #5 – CD Overview (CSP/CITY) PHONE CONFERENCE

- Review approved Design Development drawings and Master Schedule.

4.2 90% Construction Documents (CSP/PROJECT DESIGN TEAM)

- CSP will finalize plans to facilitate construction of this skate park project. These 90% construction documents at a minimum shall include:
  - Site Plan
  - Axon Plan
  - Materials Reference Plan
  - Layout Plan
  - Grading and Drainage Plan
  - Sections/Profiles Plan
  - Construction Details
  - Quantities

4.3 Statement of Probable Construction Cost – 90% (CSP/PROJECT DESIGN TEAM)

- Develop spreadsheet of all skate park improvement quantities and unit rates for probable construction cost.
- If necessary, CSP will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

4.4 90% Specifications (CSP/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.

4.5 100% Biddable & Permitted Construction Document Submittal (CSP/PROJECT DESIGN TEAM)

- CSP will finalize plans to facilitate construction of this skate park project. These final construction documents at a minimum shall include:
  - Site Plan
  - Axon Plan
  - Materials Reference Plan
  - Layout Plan
  - Grading and Drainage Plan
  - Sections/Profiles Plan
  - Construction Details
  - Quantities

Task 4.0 Deliverables

4.1 Three (3) sets of fully signed and sealed bid-ready improvement plans.
4.2 Revised statement of probable costs.
4.3 Revised specifications.
4.4 Final submittal from CSP to the City's Project Mangers shall include the following:

- Original construction drawings.
- Original technical specifications and table of contents in either PDF or Word format City to provide CSP with final submittal requirements.
- Should the City request digital files of the work done for archiving purposes CSP will provide PDF files per City requirements. Electronic files are for City reference only. Construction shall be based on signed and sealed hard copy plans only.

➢ Submittals will be printed on One (1) set of Bond.
➢ Final signed and sealed submittal will be printed on Bond.

TASK 5.0-POST DESIGN SERVICES

BIDDING SERVICES

Objectives:

- Help the City during the bidding phase to provide project clarification to potential bidders.
- City will Issue any changes or value engineering during the project bidding phase.

5.1 Bidding Questions/Clarifications/Interpretations (CSP)

- During the bidding phase CSP shall provide all potential bidders with clarifications to any project related questions on CSP's skate park plans and specifications.
- City will document the results for each requested clarification and submit all answers to the City's elected Project Manager for distribution to all bidders.

5.2 Addenda (CSP)

- City will develop and provide the required project addenda during the project-bidding phase.

CONSTRUCTION OBSERVATION

Objectives:

- Aid the Cityt in determining in general if the Work is proceeding in accordance with the Contract Documents.
- City shall provide observation of the implementation of work designed by CSP within the construction documents. City will convey issues relating to CSP's work to CSP representative for evaluation and direction to the contractor.
- CSP will visit the site at one (1) specific critical points in the construction of the skate park and upon completion. CSP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work outside the scope of work.
- The cities role shall be to ensure that the contractor is performing the work in accordance with the contract documents and design intent. CSP shall not be responsible for construction means, methods, techniques, sequences for procedures, or for safety precautions in connection with work, or for the contractor's failure to carry out the work per local codes, ordinances, and guidelines.

5.3 Pre-Construction Conference (CSP) PHONE CONFERENCE

- CSP shall not be responsible for the acts or omissions of the contractor or any sub-contractors, or any of the contractors or sub-contractor's agents or employees, or any other persons performing any of the work. To insure that the intent of working drawings is carried out, at least five working days notice is required for approval of deviations of field changes related to the drawings and specifications prepared by CSP. Changes shall be approved in writing by CSP before the contractor is authorized to make those changes.

5.4 Progress Review/Inspections (CSP)

- Progress reports shall be provided following Metals, formwork, shotcrete site visit to the City indicating the progress of the project, quality of construction methods, specific problem areas and state of
  completion. These reports are for the sole purpose of assisting the City in its management of the construction process.
- CSP shall photograph work during site visits and include photos with each written progress report for the City's records.
- City shall review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents by CSP.
- The City shall have the final decision and approval on all matters related to design and construction. CSP shall make recommendations in matters relating to artistic/technical effect which will be final if consistent with the intent of the contract documents. CSP will make

recommendations to the City to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.

- A CSP representative shall have access to the work at all times and shall make periodic visits to the site as scheduled below to become familiar with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. The primary basis of on-site observations will be to guard the City against defects and deficiencies in the work of the contractor.

5.5 Substantial Completion Review (CSP)

- In addition, CSP shall not be responsible for the contractor's applications for payment. This will be the responsibility of the designated City Project Manager on all items designed and detailed by CSP.

5.6 Project Closeout (CSP)

- CSP shall conduct a final job walkthrough to insure the overall quality and construction quality is within industry standards CSP will not be responsible for the contractor's applications for payment. This will be the responsibility of the designated City Project Manager on all items designed and detailed by CSP

CSP VISITS - CONSTRUCTION OBSERVATION	ITEM
Shotcrete Review	#5.4
Project Close-out	#5.6

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- Proposal is based upon creating a master plan for the allocated skate park area. Construction documents will be created for (+/- 10,000-15,000 SF of Skatepark.)
- All written documents will be generated using Microsoft Word, Version 2007.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2007.
- All project scheduling will be generated using Microsoft Project 2007.
- The City will provide all existing digital files to CSP that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2011 format).
- All drawings will be reviewed and stamped by the necessary discipline retained by City. CSP will coordinate with Civil Engineer and Structural Engineer retained by the City. Architect, Landscape Architect, Electrical Engineer, Geotechnical Engineer, or any specialty consultants that may be required for the project are not part of this proposal.
- The City shall be provided with Adobe PDF files of technical specifications for all items covered under CSP's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
  - Plan Processing Requirements – The City shall outline to CSP and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The City shall provide CSP with any specific details, title blocks, specifications, and/or document formatting required by the City. A Project Manager employed by the City shall be provided to assist CSP and the design team in the submittal and approval process during the entire duration of the project.
  - Budgeting – The City shall inform CSP of the proposed construction budget of this project.
  - Gather existing reports/studies/record drawings – The City shall provide CSP with all available information for water, sewer, electrical, and irrigation prior to the site visit. The City shall provide

CSP and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.

- Coordination of Utilities – The City shall provide CSP with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to CSP for each utility company involved in the project site.
- Survey and Mapping – The City shall provide CSP with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The City shall provide CSP with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, CSP can, upon the City's request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – City shall provide CSP with a current geo-technical report. It shall be the responsibility of the City to provide CSP with the report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of CSP's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.

PROJECT CONDITIONS

- City Approvals. A written or verbal request by the City to commence each phase constitutes approval of prior design. Changes, directed and approved by City requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment "A" and incorporated herein by this reference. Invoices will be mailed periodically from California Skateparks office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by California Skateparks on behalf of City shall be billed as per the attached 2013 Hourly Rate Sheet, Attachment "B". The parties understand and agree that California Skateparks. acts as consultant and specialty subcontractor and not as a prime consultant, general partner, joint venture, limited partner, or project manager.

ATTACHMENT A

FEE SCHEDULE

1.0 Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees are lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed below and will be billed as per Attachment "B".

Task - SCOPE OF SERVICES		FEE AMOUNT
1.0	Programming & Conceptual Design	$4,750.00
2.0	Schematic Design Phase	$7,550.00
3.0	Design Development (60%)	$7,380.00
4.0	Final Construction Documents (90%-100%)	$8,325.00
5.0	Bidding & Construction Observation	$3,500.00
Total Design Fees		**$31,505.00**
REIMBURSABLE EXPENSES (Not To Exceed Amount)		$2,750.00
TOTAL DESIGN FEES		**$34,255.00**

ATTACHMENT B

HOURLY RATE SCHEDULE

Effective January 2013 through December 2013

HOURLY RATES

Project Manager	$150
Professional Engineer	$135
Project Planner	$125
Construction Observation	$100
Park Designer	$95
Graphics/Web Designer	$85
Cad Operator II	$65
Administrative Assistant	$55

DIRECT COSTS

Blueprinting, reproduction, messenger service and all other direct expenses will be charged as an additional cost plus fifteen-percent (15%).

SUBCONSULTANTS

A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance and fuel charges)
- Accommodations (not to exceed $200/night)
- Mileage (paid at $0.60/mi)
- Meals ($50.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

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

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

Description	Amount

B. Method of Payment

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

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

C. Reimbursable Costs

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

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

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

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

4. Costs of faxes at $____ per page.

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

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN [ ]
CONSULTANT [ ]
OTHER [ ]

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

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and A/E.
Signature of A/E indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____ _____
A/E Town of Chino Valley
By _____ By _____

Date _____ Date _____

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
MEDIA RELATIONS DIVISION

JACKIE LACEY • District Attorney
SHARON J. MATSUMOTO • Chief Deputy District Attorney

JEAN GUCCIONE • Director

CONTACT:
Jean Guccione, Director of Communications
Media Relations Division
213-974-3525

Sept. 3, 2013

California Skateparks agrees to stop unfair competition in public works bidding

A California company that designs and builds skateboard parks has agreed to settle an antitrust lawsuit alleging the company tried to unfairly win a city contract to build a skate park at Hansen Dam in the San Fernando Valley, the District Attorney's Office announced today.

California Skateparks, a California corporation located in Upland, agreed to a stipulated judgment signed by Los Angeles Superior Court Judge Barbara A. Meiers ordering them to pay $20,000 in civil penalties and $45,000 in legal and investigative costs. The defendants entered into the agreement without admitting wrongdoing.

Joseph M. Ciaglia, Jr. is the president of the company.

The complaint alleges the company pursued a strategy of "calling around" to its competitors preceding a bid to find out who was competing. The complaint alleges the company urged competitors to bid high so that California Skateparks would win the job from the Los Angeles City Recreation and Parks Department.

In a negotiated civil settlement, California Skateparks agreed to an injunction forbidding it from communicating in any way with competitors, and submitting below cost bids for anti-competitive purposes.

"When a company attempts to restrain trade, as here, it chills competition, harms honest businesses, and inevitably forces cities to pay higher prices," said Kathleen Tuttle, Deputy-in-Charge of the Antitrust Section.

Tuttle said former Los Angeles City Controller Wendy Gruel and the U.S. Department of Justice Antitrust Office in San Francisco referred the case to the D.A.'s Office.

# # #

About the Los Angeles County District Attorney's Office
Los Angeles County District Attorney Jackie Lacey leads the largest local prosecutorial office in the nation. Her staff of nearly 1,000 attorneys, 300 investigators and 800 support staff members is dedicated to seeking justice for victims of crime and enhancing public safety. Annually, the Los Angeles County District Attorney's Office prosecutes more than 60,000 felonies and 140,000 misdemeanor crimes.

Corporate Status Inquiry

File Number: F-1621679-0

Corp. Name: CALIFORNIA SKATE PARKS INC

This Corporation is NOT in Good Standing for the following reasons:

REVOKED-FILE ANNUAL REPORT 12/04/2013

UNDELIVERABLE ADDRESS

2013 ANNUAL REPORT WAS DUE ON 06/27/2013

UNDELIVERABLE ADDRESS

To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

Reprint Certificate

Return to Corporate Inquiry

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, January 3, 2014. Please refer toProcessing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

CALIFORNIA RAMP WORKS, INC.

C3215536

06/17/2009

ACTIVE

ARIZONA

273 N. BENSON AVE.

UPLAND CA 91786

STEPHANIE CIAGLIA

273 N. BENSON AVE.

UPLAND CA 91786

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.

- For information on checking or reserving a name, refer to Name Availability.

- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.

- For help with searching an entity name, refer to Search Tips.

- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

NEW Subscribe to Annual Report Email Reminder NEW

Corporate Inquiry

File Number: F-1621679-0 **REVOKED-FILE ANNUAL REPORT 12/04/2013** Check Corporate Status

Corp. Name: CALIFORNIA SKATE PARKS INC

Domestic Address

273 N BENSON AVE

UPLAND, CA 91786

Foreign Address

UNDELIVERABLE ADDRESS

% CALIFORNIA RAMP WORKS INC

3035 N MAPLE #3

MESA, AZ 85215

Statutory Agent Information

Agent Name: CALIFORNIA RAMP WORKS INC

Agent Mailing/Physical Address:

UNDELIVERABLE AGENT ADDRESS

3035 NORTH MAPLE #3

MESA, AZ 85215

Agent Status: APPOINTED 06/27/2011

Agent Last Updated: 12/18/2013

Additional Corporate Information

From: Chris Marley
To: Jami Lewis
Subject: FW: skate park info
Date: Tuesday, January 07, 2014 1:19:38 PM

-----Original Message-----
From: Chris Marley
Sent: Thu 1/2/2014 4:09 PM
To: Robert Smith; Pat McKee (candidatepm@gmail.com); lon turner; DARRYL CROFT (dlcroft@cableone.net); mike best; linda hatch; Don Wojcik
Subject: skate park info

Good morning to all-

I just got off the phone with Mark Nexsen (the mayor of Lake Havasu City) and we had a good visit regarding the new skate park that they just finished. Mayor Nexsen indicated that California Skateparks had done the project and that Lake Havasu was extremely pleased with the result. He also indicated (interestingly enough) that they had received some e-mails trying to discourage the city from doing business with California Skateparks. What a strange coincidence.

Mayor Nexsen also said he would be happy to do a conference call with our Council if we had any further questions regarding the skate park project.

Chris Marley, Mayor of Chino Valley

Monday, January 06, 2014

Sent Via Email:
rgrittman@chinoaz.net

Ron Grittman - Town Engineer / Public Works Director
Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, AZ 86323
P: 928-636-7140

RE: Unsolicited Disparaging Email

Mr. Grittman,

California Skateparks (CSP) is the victim of a vicious and deceptive plan to damage our reputation by any means necessary. These claims are completely fabricated. No evidence exists and No Felony Crimes have been committed. Unfortunately, the perpetrators make these allegations using anonymous or fictitious names that cannot be traced including tdonovan709@hushmail.com , tdonovan8888@hushmail.com , tdonovan987@hushmail.com , tdonovan8010@hushmail.com , tdonovan2109@hushmail.com , tdonovan9021@hushmail.com, tdonovan916@hushmail.com, tdonovan917@hushmail.com, tdonovan914@hushmail.com, and tdonovan910@hushmail.com.

We don't normally respond to these types of deceptive tactics, but feel a need to disprove the allegations and protect our reputation.

Emails and blogs similar to this have been posted online and emailed to potential and existing customers including:

- Jill Wait, Park & Recreation Director – Erie, Colorado, (303) 926-2790
- Jeremy Abbot, Project Manager Engineering Division – Lake Havasu City, Arizona, (928) 855-0336
- Jeff Drobney, Assistant City Manager – Kennesaw, Georgia, (770) 424-8274
- Michael Shull, Recreation & Parks Superintendent – Los Angeles, California, (213) 202-2681

The above mentioned clients have recent and existing project with us and can vouch for the positive experience they've had with us. We've been building skateparks for more than 10 years and have received a multitude of recommendations and awards for our work. We stand behind our projects and the reputation for excellence that has propelled us to where we are now. We are willing to answer any questions and elaborate on any of the matters discussed. Please don't hesitate to call or email with any questions.

Respectfully,

Bill Minadeo
California Skateparks
bill@californiaskateparks.com
(909) 949-1601
(614) 314-2061 cell

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	01/14/2014
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on various public bodies.

RECOMMENDED ACTION:

Appoint applicants to the Chino Valley Planning and Zoning Commission, Senior Center Advisory Board, and Municipal Property Corporation as recommended by the Council Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on December 19, 2013 to review applications for several public bodies. The status of each of these bodies and the Subcommittee's recommendations are listed below.

Board of Adjustment. The board had two vacancies and one applicant, Gary Pasciak, who also applied for Planning and Zoning Commission. On October 22, Council referred this item back to the Subcommittee to review Mr. Pasciak's application and discuss the matter of non-residents serving on the BOA. Based on Council's October 22 discussion, Ms. Mayday indicated that she intended to forward a Unified Development Ordinance amendment to the Planning and Zoning Commission and Council restricting membership on the Board of Adjustment to Town residents. While three constituted a quorum, she indicated that she was not comfortable with holding a hearing with a board that did not meet minimum requirements.

Planning and Zoning Commission. The Commission had four expirations as of January 31, 2014 and four applicants: incumbents Michael Edmonds, Charles Merritt, and Florence Sloan, and new applicant Gary Pasciak.

Industrial Development Authority. The board had one vacancy and no applicants.

Municipal Property Corporation. The board had one vacancy, and Travis Bard, Industrial Development Authority President, had indicated an interest in applying, but had not yet submitted an application.

Parks and Recreation Advisory Board. The board had one vacancy and no applicants.

Senior Center Advisory Board. The board had two vacancies and one applicant, Anita DeMello.

The Appointments Subcommittee met again on January 8 to interview Mr. Pasciak for the Planning and Zoning Commission and review Mr. Bard's application for the Municipal Property Corporation. The Subcommittee's recommendations from both these meetings were that Council:

- Re-appoint Michael Edmonds, Charles Merritt, and Florence Sloan, and appoint Gary Pasciak to the Planning and Zoning Commission, with terms ending January 31, 2017.
- Appoint Anita DeMello to the Senior Center Advisory Board, with term ending June 30, 2014.
- Appoint Travis Bard to the Municipal Property Corporation, with term ending June 30, 2015.

Fiscal Impact

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

Attachments

December 19, 2013 minutes
January 8, 2014 minutes, draft

TOWN OF CHINO VALLEY
COUNCIL APPOINTMENTS SUBCOMMITTEE MINUTES
THURSDAY, DECEMBER 19, 2013
4:00 P.M.

The Town Council Appointments Subcommittee of the Town of Chino Valley, Arizona, met for a Public Meeting in the Chino Valley Council Conference Room located at 202 N. State Route 89, Chino Valley, Arizona, on Thursday, December 19, 2013 at 4:00 p.m.

Vice-Mayor Croft called the meeting to order at 4:06 p.m.

Members present: Vice-Mayor Croft (Chair); Councilmember Mike Best; Councilmember Lon Turner.

Staff present: Town Clerk Jami Lewis (recorder).

3) APPROVAL OF MINUTES

3a) Approve October 7, 2013 minutes.

Councilmember Best MOVED; Councilmember Turner seconded to approve the minutes. Motion PASSED 3-0.

4) OLD BUSINESS

4a) Report by subcommittee members and/or staff regarding contacts with Parks and Recreation Advisory Board and Senior Center Advisory Board with regard to their current and future status.

Councilmember Turner reported that:

- He had spoken with Todd League, Parks and Recreation Advisory Board (PRAB) Chair, who believed that the Board was already acting in an advisory capacity with regard to the basketball courts and skate park; and they were looking for ways to become self-sufficient.
- He was comfortable with PRAB's current status and felt that the group was doing its best, despite having no budget.
- The Recreation Foundation had determined to purchase a second basketball set for the Community Center.

He and Councilmember Best both expressed an interest attending the PRAB's next meeting. Members then discussed having PRAB review the Town's initial involvement in certain sports or recreation activities, to relieve the town manager of that task, and then bring their input to Council. Councilmembers will need to identify those activities that needed management's involvement and those that did not.

Vice-Mayor Croft asked staff to postpone this item to the next agenda so that the Town Manager and General Services Director could report on it.

5) NEW BUSINESS

5a) Review applications for Board of Adjustment, Planning and Zoning Commission, Industrial Development Authority, Municipal Property Corporation, Parks and Recreation Advisory Board, and Senior Center Advisory Board.

Ms. Lewis reported on the status of the public bodies named and that Town Planner, Ruth Mayday, intended to ask General Plan Committee members about serving on these boards, so hopefully more applications will be forthcoming.

Board of Adjustment. The board had two vacancies and one applicant, Gary Pasciak, who also applied for Planning and Zoning Commission. On October 22, Council referred this item back to the Subcommittee to review Mr. Pasciak's application and discuss the matter of non-residents serving on the BOA. Based on Council's October 22 discussion, Ms. Mayday indicated that she intended to forward a Unified Development Ordinance amendment to the Planning and Zoning Commission and Council restricting membership on the Board of Adjustment to Town residents. While three constituted a quorum, she indicated that she was not comfortable with holding a hearing with a board that did not meet minimum requirements.

Planning and Zoning Commission. The Commission had four expirations as of January 31, 2014 and four applicants: incumbents Michael Edmonds, Charles Merritt, and Florence Sloan, and new applicant Gary Pasciak.

Industrial Development Authority. The board had one vacancy and no applicants.

Municipal Property Corporation. The board had one vacancy, and Travis Bard, Industrial Development Authority President, had indicated an interest in applying, but had not yet submitted an application.

Parks and Recreation Advisory Board. The board had one vacancy and no applicants.

Senior Center Advisory Board. The board had two vacancies and one applicant, Anita DeMello.

Members then reviewed and discussed the applications. They preferred to have an application to review before making a recommendation to Council on the Municipal Property Corporation. Councilmember Best stated that he knew some folks he could contact about applying for Parks and Recreation Advisory Board.

5b) Discussion and possible action to direct staff to schedule interviews with selected applicants.

Councilmember Turner MOVED; Councilmember Best seconded to appoint Gary Pasciak to the Planning and Zoning Commission. When Ms. Lewis asked them about interviewing Mr. Pasciak, they WITHDREW their motions; and Councilmember Turner MOVED; Councilmember Best seconded to schedule an interview in executive session with Mr. Pasciak on January 8, 2014 at 4:00 p.m. Motion PASSED 3-0.

Vice-Mayor Croft agreed to draft questions for the interview.

5c) Discussion and possible recommendation to Council regarding appointments to the public bodies listed in item 5a.

Councilmember Best MOVED; Councilmember Turner seconded to recommend re-appointment of Michael Edmonds, Charles Merritt, and Florence Sloan to the Planning and Zoning Commission. Motion PASSED 3-0.

Councilmember Best MOVED; Councilmember Turner seconded to recommend Anita DeMello for the Senior Center Advisory Board. Motion PASSED 3-0.

6) ADJOURN

Vice-Mayor Croft adjourned the meeting at 4:42 p.m.

Approved: January 8, 2014

By: Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL APPOINTMENTS SUBCOMMITTEE MINUTES
WEDNESDAY, JANUARY 8, 2014
4:00 P.M.

The Town Council Appointments Subcommittee of the Town of Chino Valley, Arizona, met for a Public Meeting in the Chino Valley Council Conference Room located at 202 N. State Route 89, Chino Valley, Arizona, on Wednesday, January 8, 2014 at 4:00 p.m.

Vice-Mayor Croft called the meeting to order at 4:20 p.m.

Members present: Vice-Mayor Croft (Chair); Councilmember Lon Turner.

Members absent: Councilmember Mike Best

Staff present: Town Clerk Jami Lewis (recorder); General Services Director Cecilia Watts.

3) APPROVAL OF MINUTES

3a) Approve December 19, 2013 minutes.

Councilmember Turner MOVED; Vice-Mayor Croft seconded to approve the minutes. Motion PASSED 2-0.

4) OLD BUSINESS

4a) *Continued from December 19, 2013:* Report by subcommittee members and/or staff regarding contacts with Parks and Recreation Advisory Board and Senior Center Advisory Board with regard to their current and future status.

Councilmember Turner reported that the Parks and Recreation Advisory Board had discussed and was in favor of acting in an advisory, as well as "hands on," capacity. They were going to schedule a planning session in February.

Ms. Watts reported that:

- Management desired that there be a body whose function would be to seek and accept funding for community services.
- As Senior Center Advisory Board members had not indicated an interest or experience with this, and Parks and Recreation Advisory Board members did not have the time or resources to do so, she had been tasked with looking into forming a non-profit 'Community Services Foundation' that would perform that type of function to benefit the Senior Center, Parks and Recreation, and possibly the Library.
- She was working with former Town Recreation Director John Willoughby on this and she and Mr. Willoughby would oversee the Foundation.

Vice-Mayor Croft and Councilmember Turner expressed their support for this project, and Vice-Mayor Croft stated that both these Boards should give an annual report to the Council per their by-laws.

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5) NEW BUSINESS

5a) *[Timed Item: 4:00 p.m.]* The Council Appointments Subcommittee may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion and consideration of Gary Pasciak for appointment to the Planning and Zoning Commission..

Councilmember Turner MOVED; Vice-Mayor Croft seconded to go into executive session. Motion PASSED 2-0 at 4:40 p.m.

Vice-Mayor Croft reconvened the public meeting at 4:55 p.m.

5b) Review application(s) for Municipal Property Corporation.

Members reviewed and discussed Travis Bard's application for the Municipal Property Corporation.

Councilmember Turner MOVED; Vice-Mayor Croft seconded to recommend Travis Bard for the Municipal Property Corporation. Motion PASSED 2-0.

5c) Discussion and possible action to direct staff to schedule interviews with selected applicant(s).

Members did not discuss this item.

5d) Discussion and possible recommendation to Council regarding appointment to the Planning and Zoning Commission and Municipal Property Corporation.

Members discussed their interview with Mr. Pasciak.

Councilmember Turner MOVED; Vice-Mayor Croft seconded to recommend Gary Pasciak for the Planning and Zoning Commission. Motion PASSED 2-0.

6) ADJOURN

Councilmember Turner MOVED; Vice-Mayor Croft seconded to adjourn. Motion PASSED 2-0 at 5:05 p.m.

Dated: January 9, 2014

By: Jami C. Lewis, Town Clerk

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