



TOWN COUNCIL AGENDA PACKET

REGULAR MEETING

**Tuesday, January 25, 2011
6:00 p.m.**

**Council Chambers – South Campus
202 N. State Route 89**

NOTICE OF THE REGULAR AND POSSIBLE EXECUTIVE SESSION OF THE CHINO VALLEY TOWN COUNCIL

**JANUARY 25, 2011
6:00 P.M.**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Chino Valley Town Council and to the general public that the Chino Valley Town Council will hold a Regular Meeting open to the public on **Tuesday, January 25, 2011 at 6:00 p.m.** in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona. Members of the Town Council will attend either in person or by telephone conference call. As indicated in the agenda, the Chino Valley Town Council may vote to go into Executive Session, which will not be open to the public, to discuss certain matters.

RULES FOR ADDRESSING THE COUNCIL – AMENDED MAY 13, 2010

It is the Council's desire to hear public comment on agenda items. Because it is important to maintain order during the meeting, please adhere to the following rules of order if you wish to speak:

- 1) Members of the public wishing to speak must be first recognized by the Chairman.
- 2) Please state your name and whether or not you are a Town resident in an audible tone for the record.
- 3) TIME LIMIT: 3 MINUTES PER PERSON.
- 4) Remarks shall be limited to the agenda item under consideration.
- 5) All remarks shall be directed to the Mayor and to any or all members of the Council.
- 6) A person wishing to make a presentation that exceeds the three-minute time limit should make such a request of the Town Clerk prior to the meeting.
- 7) Members of the public are expected to observe rules of propriety and decorum.
- 8) Speakers shall not discuss employee performance, employee evaluations, or employee health, family or personal matters.

The **Agenda** for the meeting is as follows:

- 1) **Call to Order, Invocation; Pledge of Allegiance; Roll Call.**
- 2) **Introductions, Presentations and Proclamations**
 - 2a) Recognition of Eric Woods for 2.5 years of service on the **Parks & Recreation Advisory Board.**
 - 2b) Presentation of 2010 **Arizona Youth Services Librarian of the Year** award to Youth Librarian Darlene Westcott.

- 2c) **Chamber Update** by Ab Jackson, Chief Executive Officer, Chino Valley Area Chamber of Commerce.

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. At the conclusion of an open call to the public, individual members of the Council may respond to those who have addressed the Council, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on matters raised during an open Call to the Public unless the matters are properly noticed for discussion and legal action.

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.

4) **Mayor/Council/Manager Report**

This item is for information only. Presentation on information requested by the Mayor and Town Council will be made and questions answered. No action will be taken.

- 4a) Report by Town Engineer Ron Gritman regarding status of the **Improvement Districts** initiative.

Consent Agenda

All those items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Council so requests.

- 5) Accept resignation of Eric Woods from the **Parks & Recreation Advisory Board**, effective January 4, 2011.
- 6) Approve Professional Services Agreement with Mr. Paul Wenbert of **PW Consulting Services** for an organizational assessment of the Parks & Recreation Department, for an amount not to exceed \$5,500.00 plus travel expenses. As a budget transfer will be required to facilitate this expenditure, staff recommends a transfer from available non-departmental budget to the Recreation and Parks budgets.

Staff recommended motion: Move to accept Consent Agenda items 5 and 6.

Action Items

- 7) Discussion and possible action relative to the development of a contract between the Town of Chino Valley and Dava Hoffman, **Dava & Associates** to update the

Town's General Plan and develop an Economic Development Strategy for the Town. As the process to update the Town's General Plan will span several fiscal years, funding will be determined as a part of drafting the contract for services.

Staff recommended motion: Move to direct staff to complete a "Contract for Services" between the Town of Chino Valley and Dava & Associates and present the documentation to the Mayor and Council on an agenda in the near future.

- 8) Adopt **Resolution No. 10-949**, amending Resolution No. 10-946, **Call of Election** for Spring 2011, designating election date, purpose of election, and deadline for voter registration. Funds to come from Town Clerk budget, election costs expenditure line item in the General Fund.

Staff recommended motion: Move to adopt Resolution No. 10-949, amending Resolution No. 10-946, Call of Election for Spring 2011.

- 9) Re-appoint Garland Miner and Florence Sloan, and appoint Charles (Chuck) Merritt and Francia Sparynski to the **Planning and Zoning Commission** with terms ending January 31, 2014.

Staff recommended motion: Move to re-appoint Garland Miner and Florence Sloan, and appoint Charles (Chuck) Merritt and Francia Sparynski to the Planning and Zoning Commission with terms ending January 31, 2014.

- 10a) Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03(A)(3) and (4) to obtain legal advice and to consider its position and, if so determined, to instruct its attorneys regarding the claim pending against the City of Prescott for sales taxes related to the transport of water in, about or through the Town of Chino Valley.

- 10b) Possible action regarding the claim pending against the City of Prescott for **sales taxes** related to the transport of water in, about or through the Town of Chino Valley.

Staff recommended motion: To be determined per Council discussion.

- 11a) Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with its attorneys and staff to obtain legal advice and to consider its position and instruct its attorneys and staff regarding the Construction Manager at Risk / Construction Services Contract with Fann Contracting, Inc., including issues related to contractual rights and obligations in connection with enforcement, repayment, and contract buy-out.

- 11b) Possible action regarding the Construction Manager at Risk / Construction Services Contract with **Fann Contracting**, Inc.

Staff recommended motion: To be determined per Council discussion.

- 12a)** Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03 (A)(3) and (A)(4) to obtain legal advice, consider its position and instruct its attorneys and/or staff regarding exchanging reimbursement of certain costs of drilling a new well for obligations that Granite Investment and Development has to improve the Highlands Ranch well and certain other items under the Development Agreement with Meadow Ridge Ranch, LLC and as that agreement was since amended and clarified, and issues regarding reimbursement for water lines installed for the Town.
- 12b)** Possible action regarding negotiations for a contract between the Town and **Granite Investment and Development**.

Staff recommended motion: To be determined per Council discussion.

13) Adjournment.

Dated this 19th day of January, 2011.

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.

Item No. **5**

TYPE OF DOCUMENT(S) FOR CONSIDERATION:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 5

SITUATION AND ANALYSIS:

Citing personal reasons, Mr. Woods resigned his position from the Parks & Recreation Advisory Board on January 4, 2011.

RECOMMENDED MOTION:

Move to accept resignation of Eric Woods from the Parks & Recreation Advisory Board.

ATTACHMENTS:

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

Resignation Letter

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Shannon Gansz

Author

Department Head

Finance

Other:

Other:

Legal

Other:

Other:

Michael K. Scannell

Town Manager/Designee

Item No. **6**

Professional Services Agreement



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 6

SITUATION AND ANALYSIS:

The Town of Chino Valley has requested an organizational assessment of the Parks and Recreation Department to determine organizational structure, staffing levels, and employee duties for the purpose of improving the department's efficiency and effectiveness. The assessment will also examine the feasibility of implementing alternative service delivery methods.

RECOMMENDED MOTION:

Move to approve Professional Services Agreement with PW Consulting Services, LLC, for an organizational assessment of the Parks and Recreation Department in an amount not to exceed \$5,500.00 plus travel expenses.

ATTACHMENTS:

A – Professional Services Agreement with Scope of Work
B – Transfer of Funds form

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Cecilia Watts
Author

Department Head

Vera J. Smith
Finance

Other:

Other:

Sharon Sargent-Flack
Legal

Other:

Other:

Michael K. Scannell
Town Manager/Designee

ATTACHMENT "A"

Professional Services Agreement with Scope of Work

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of February 1, 2011, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and PW Consulting Services, LLC, ("Consultant").

RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the Management / Organizational field.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.

3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant 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 Paragraph 6.

4. The term of this Agreement shall be from February 1, 2011 through March 31, 2011. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than March 31, 2011. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Five Thousand, Five Hundred Dollars (\$5,500.00) for professional fees plus travel expenses as indicated in **Exhibit A**. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices for the hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars (\$1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. 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 are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any

insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Consultant’s services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

10. The Consultant, 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. The Consultant 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.

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of a dispute arising from this Agreement, the parties hereby agree to submit to the jurisdiction of the Superior Court in the State of Arizona. The parties hereto further agree to waive any right to arbitration unless otherwise agreed to in a written amendment to this Agreement. [PW Consulting Services, LLC] further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party’s attorneys’ fees.

12. **General.**

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the

Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or Subcontractors' employees who work on this Agreement to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the Subcontractors to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

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

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Under this Agreement, Consultant is deemed to be a Contractor as defined in the preceding sentence. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

(n) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at: Town Manager
Town of Chino Valley
P O Box 406
Chino Valley, AZ 86323

To Consultant at: Paul Wenbert
PW Consulting Services, LLC
7828 E Red Hawk Circle
Mesa, AZ 85207

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year first above written.

Consultant: Paul Wenbert
PW Consulting Services, LLC
7828 E Red Hawk Circle
Mesa, AZ 85207

_____, an Arizona _____
By: _____

Town:

TOWN OF CHINO VALLEY

By: _____

APPROVED AS TO FORM

MUSGROVE, DRUTZ & KACK, PC
Town Attorney

ATTACHMENTS:

EXHIBIT A [Scope of Work]

EXHIBIT A



1/11/11

TOWN OF CHINO VALLEY

PROPOSAL FOR PARKS AND RECREATION DEPARTMENT ORGANIZATIONAL ASSESSMENT

The Town of Chino Valley (Town) has requested that PW Consulting Services (Consultant) submit a proposal to conduct an organizational assessment of the Chino Valley Parks and Recreation Department (Department). The purpose of this assessment is to determine if there are changes that can be made to the Department's organizational structure, staffing levels, and employee duties that would improve the Department's efficiency and effectiveness. This assessment will also examine the feasibility of implementing alternative service delivery methods.

Scope of Services

1. Consultant will prepare a form for all Department employees to complete that will identify each employee's duties and the percentage of work time that they allocate to each duty. Consultant will compare these forms to the Department's job descriptions but will not revise the job descriptions.
2. Consultant will be onsite in Chino Valley for one and one-half days to interview all Department employees, Town Manager, representatives from the Parks and Recreation Advisory Board and Chamber of Commerce, and the nonprofit group that provides senior citizen meals. Consultant will also receive a tour of Department parks and facilities. The Town Manager and the Consultant will hold a kick-off meeting with Department employees prior to Consultant beginning interviews.
3. Consultant will provide a draft report to the Town Manager that will include recommendations regarding the Department's organizational structure, staffing levels, realignment of employee duties, alternative service delivery opportunities,

and other items as appropriate. The report will identify the projected gains in the Department's efficiency and effectiveness associated with each recommendation.

4. The Town Manager will provide the Consultant with input regarding the draft report, and the Consultant will produce a final report incorporating the Town Manager's input as appropriate.

Town Responsibilities

The Town will be responsible for coordinating all aspects of this assessment with the Consultant. In particular, the Town will distribute and collect the forms identified in Scope of Services item #1 to Department employees and will schedule the interviews discussed in Scope of Services item #2. Also, the Town will be responsible for printing and presenting the final report to any groups as desired by the Town. The Town will perform its responsibilities in a reasonable and timely manner.

Schedule and Cost

Consultant will complete the Scope of Services within 60 calendar days of the Town's notice to proceed for a professional fee of \$5,500 plus the travel expenses including mileage reimbursement at the IRS rate, lodging, and meals associated with one trip to Chino Valley.

ATTACHMENT "B"

Transfer of Funds form

TRANSFER OF FUNDS FORMDATE: 01 / 25 / 2011DEPARTMENT: FINANCEFISCAL YEAR: 2010/2011

FROM Line Item Description	FROM Account #	TO Line Item Description	TO Account #	Transfer Amount
Non-departmental Insurance	01-95-5550	Recreation dept -- Professional Svcs	01-63-5212	3,250
Non-departmental Insurance	01-95-5550	Parks dept -- Professional Svcs	01-68-5212	3,250

Reason for Transfer:

Transfer for expenses relating to the Organizational Assessment of the Parks and Recreation departments. Approved by council on 01/25/11.

Submitted by: _____

Date: _____

Approved by: _____

Date: _____

Item No. 7

☐ Presentation Only
 ☐ Report Only
 ☐ Consent
 Estimated Length of Staff Presentation: 15 min.

☒ Action-Presentation
 ☐ Action
 ☐ Executive

Pursuant to Arizona Revised Statute Section 9-461.05(A), “each planning agency shall prepare and the governing body of each municipality shall adopt a comprehensive, long-range general plan for the development of the municipality. *** The general plan shall include provisions



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Item No. 7

that identify changes or modifications to the plan that constitute amendments and major amendments.” The General Plan must be submitted for voter approval every ten years, or by Nov. 4, 2013 (**the State extended the date to 2015**). The plan shall be readopted in the manner prescribed by ARS Section 9-461.06. The General Plan is one of the Town’s most important governing documents, as the “land use constitution” for the community. The Town could coordinate this process in-house or contract with an experienced consultant.

As the update process is very labor intensive and complex, and the Development Services Department has limited personnel, staff is recommending that the Town engage a consultant, specifically Dava Hoffman with Dava & Associates, a local firm with significant experience.

Dava Hoffman has provided a “Draft” General Plan update and the Economic Development Strategy proposal which highlights the “Projects Approach.” This approach includes revised or new community visions, goals, objectives and implementation strategies as well as a “grassroots” involvement which emphasizes citizen participation, and is not limited to these elements. Citizen involvement is crucial because the General Plan is an expression of the community’s future and is the “citizens’” General Plan. This approach also includes community-driven Economic Development Strategies and implementation methods.

The General Plan update and the Economic Development Strategy is anticipated to be conducted in three Phases:

- Phase One- production of the Economic Development Strategy
 - Step 1
- Phase Two- the update of the Key General Plan Elements
 - Steps 1, 2 and 3
- Phase Three
 - Update of remaining General Plan Elements

The Economic Development Committee is suggested to be formed consisting of specific individuals experienced in following:

- Industry
- Employment centers
- General and specialized education
- College level education
- Health care
- Agricultural business
- Tourism
- General and specialized business organizations

This proposal intends to emphasize strong community involvement for the sharing of local knowledge, citizenry buy-in and the resulting actions emanating from this participation. Public activities, committee formations and other means of communications are noted in the Project Approach outline.



**TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT**

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Specific methodology recommendations may be made, such as requesting a “Focus Future” or other economic development study offered from corporate or educational institutions.

Pursuant to Town Code Sections 32.08(C) and 32.09(A), the Town Manager has determined that it is not necessary to go out for bid for this contract, as Dewey-Humboldt recently put out a bid for their General Plan and determined that Dava & Associates was the most qualified firm for the scope of work and this project requires technical services. Once a contract is developed, it will be presented, possibly in a study session, and ultimately result as an agenda item to be voted on by the Mayor and Council.

RECOMMENDED MOTION:

Direct staff to complete a “Contract for Services” between the Town of Chino Valley and Dava & Associates and present the documentation to the Mayor and Council on an agenda in the near future.

ATTACHMENTS:

Economic Strategy / General Plan Update Proposal

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

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Economic Development Strategy/General Plan Update



PROPOSAL
January 12, 2011

Dava & Associates, Inc
Planning Engineering Surveying
310 Union Street
Prescott, Arizona 86303

**TOWN OF CHINO VALLEY
ECONOMIC DEVELOPMENT STRATEGY/GENERAL PLAN UPDATE
PROPOSAL
By Dava & Associates, Inc.**

INTRODUCTION

At the dawning of the new Millennium, Arizona appeared to be poised for unprecedented growth and prosperity. The national economy was in an upswing; housing construction in the Southwest was at an all-time high. The US Census depicted the percent of change in population from the prior decade in Arizona as 40%, and in Yavapai County it was 55.5%. The Town of Chino Valley's population grew from 4,837 in 1990 to 7,835 in 2000; a change of 62%.

Newcomers to Arizona came for more than the fine climate; they came for jobs, retirement and housing opportunities. In the early years of the decade, most Arizona cities, towns and counties were engaged in updating their General Plans to comply with the "Growing Smarter" statutes, and to reflect the vast numbers of new subdivisions, shopping centers, employment areas, parks and cultural venues. The intense population growth was expected to continue.

By mid-decade, however, global, national and state economies started to experience the beginning of a lengthy slow-down. Primarily based on the construction industry, Arizona's economy was severely affected, including businesses, employees and homeowners in the Quad-City/Central Highlands Region. The Region's cities and towns are hard-pressed to provide services due to reductions in local and state revenues.

The Town of Chino Valley is facing the economic dilemma and taking action to plan for its future. Town leaders recognize an action plan is based on an economic development strategy that is founded in key components of the General Plan, such as Land Use, Circulation and Water Resources, among others. While the 2003 General Plan and several other studies prepared in the past decade provide a sound foundation, they are in need of review and potential updating due to the intense economic changes over the past five years.

The scope of this proposal examines, updates and expands on the citizen-produced General Plan with primary emphasis on economic opportunities. Economic development is largely dependent upon, and inter-related with, infrastructure and community development, the Key Elements of the General Plan. These Key Elements are included in the proposed project along with community outreach and participation.

PROJECT APPROACH

As previously mentioned, the Town of Chino Valley adopted its General Plan in 2003, followed by voter ratification. The General Plan, including the "Strategic Plan", was community-driven with over 80 residents and business people involved. Similarly, this proposed Project must also be citizen driven. The issues, needs and desires of Chino Valley residents are the stimulus for actions. The Project Approach addresses the importance of community participation in Step 1 and in continuing Steps of the Project.

Step 1. Public Involvement

This proposal intends, firstly, to emphasize strong community involvement for the sharing of local knowledge, citizenry buy-in and the resulting actions emanating from this participation. The first step is to ascertain the Chino Valley residents' views on critical issues, i.e. what is critical to the citizenry today and as they foresee in the near and distant future. Given today's economic scenario, residents may consider questions such as:

Are there enough opportunities and/or variety in local jobs in Chino Valley today?

And what types of jobs are desired?

Is there a need for more local jobs as the price of gasoline continues to increase creating financial hardship on commuting workers?

Is there a current or pending need to provide more local services, (medical/health care, professional, personal services, etc) for the rapidly growing "graying" segment of the population (the "baby boomers")?

Is there enough variety in shopping venues? What additional types are needed?

What are the responsibilities of the Town government and the responsibilities of the private citizen and business in providing for perceived economic needs?

- a. **Initial Public Involvement Workshops:** to begin, questions such as these should be provided to and answered by the community in order for the Town Council to direct its actions on the community's behalf. An initial series of workshops will be conducted to gather public opinions on critical short-term and long-term needs in Chino Valley. Workshops will be coordinated and facilitated by Dava & Associates, the Project Planner/Facilitator, in conjunction with Town Planning staff.
- b. **Continuing Public/Town Team Participation:** along with Chino Valley residents and business people, officials and staff of the Town are part of the Project's Community-Team with Dava & Associates, Inc, the Project Planner/Facilitator. Public activities, workshops and future committee formations for Steps 2 and 3, are also included.
- c. **Continuous Public Information and Notice:** Many methods for public notice, information and involvement are offered in Chino Valley. These include the Town's website, community televised channel/website, local and regional newspapers and radio stations, and postings at the Town Hall, Library, community centers, post office and major shopping areas, and other means of communications.

Step 1 Public Involvement Team Process:

Community



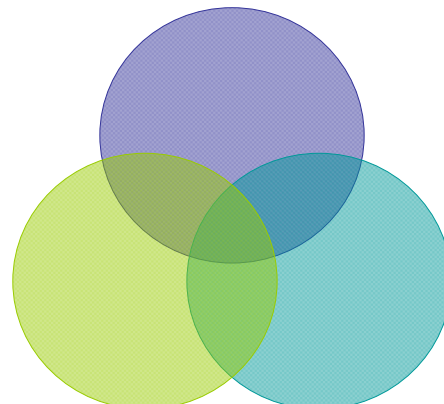
Council



Staff

TOWN STAFF

CHINO VALLEY
COMMUNITY



TOWN COUNCIL

Primary Project Components – Following the Initial Public Involvement Workshops, the Project Approach is intended to concentrate on two primary components: Economic Development Strategy and General Plan Key Element Updates. Committee meetings and presentation coordination will be facilitated by Dava & Associates, the Project Planner/Facilitator, in conjunction with Town Planning staff.

Step 2. Economic Development Strategy

To understand “Economic Development”, we look at several terms from Webster’s College Dictionary: “Economics” is *“the science that deals with the production, distribution and consumption of goods and services, or human welfare,”* while “Development” is paraphrased as *“the act or process of growing or evolving.”* “Economy” is defined as *“the management of the resources of community, country, etc. especially, with a view to its productivity.”*

The Economic Development Strategy component addresses the concept of the combined definitions, concerning the growth of economic resources in Chino Valley. Without continued economic development, the Town may become a “bedroom community” to other municipalities, with residents tending to spend their purchasing powers outside of Chino Valley. Quality of life for residents is also affected by long commutes to jobs, shopping and recreational activities detracting from family time and increasing air pollution and automotive costs.

Goals and policies from the 2003 General Plan’s Strategic Plan and Economic Development Element are examined with existing information and new data analyzed from previous economic reports, census and other studies in recent years. Step 2 activities include:

- a. A suggested stakeholders-economic development committee (EDC) be formed by Council consisting of specific individuals experienced in industry, employment centers, general and specialized education, college-level education, health care, agricultural business, tourism, general and specialized business organizations and others, to study, analyze and recommend strategic actions.
- b. Local and state authorities and business organizations specializing in the realm of economics may present and discuss ideas with the EDC.
- c. Specific methodology recommendations may be made, such as requesting an update of the 1998 “Focus Future” or other economic development study offered from corporate or educational institutions.
- d. Other study considerations by the EDC may focus on target industries, appropriate locations for employment and retail centers and for a community commercial core.
- e. Industry needs including labor force, infrastructure, water and utilities, transportation, etc, are identified for updating the corresponding Elements of the General Plan.
- f. Drafts of community-driven economic development strategies and methods for implementation are discussed and suggested by the EDC with final draft report prepared by the Project Planner/Facilitator in conjunction with Town staff.
- g. The Economic Development Strategy Draft is presented to the Town Council by members of the EDC and Project Planner/Facilitator.

Step 3. General Plan Key Element Updates

The General Plan is an expression of the community's future. In ARS 9-461, the General Plan is described as *"a municipal statement of land development policies, which may include maps, charts, graphs and text which set forth objectives, principles and standards for local growth and redevelopment"*.

The Chino Valley 2003 General Plan contains six Elements required by state law: Land Use/Growth Areas, Circulation, Open Space, Water Resources, Environmental Planning and Cost of Development. Additionally, there are three other Elements: Economic Development, Housing and Historic; (Recreation and Education are combined with Open Space) included in the 2003 General Plan. Step 3 includes:

- a. Updating of Land Use/Growth Areas, Circulation and Water Resources which are Key Elements, tightly inter-related with Economic Development; these three Key Elements are updated in concert with the Economic Development Element update.
- b. 2003 General Plan Elements such as Housing and Historic may be considered for combining with the Land Use/Growth Areas Element as part of the update.
- c. While the three Key Elements are considered "key" to the enhancement of economic development and recommended for immediate study, the other statutory required Elements (i.e. Open Space, Environmental Planning and Cost of Development) may be considered for updating as another, later phase of the Project.
- d. The Economic Development Committee established in Step 2 may be continued and expanded by Council to study the update of General Plan Key Elements. To obtain a comprehensive representation of the community, individuals of varying ages, backgrounds, work and educational experiences, lengths of community residency, civic and organizational involvement and other aspects may be added and become the Economic Development-General Plan Committee (ED-GPC).
- f. The citizen ED-GPC is intended to examine the existing Key Elements of the 2003 General Plan, with analysis of existing and new available data, and to discuss current changes, inventories, opportunities and constraints.
- g. The ED-GPC is intended to review the existing Goals, Policies and Measurements of the Key Elements of the 2003 General Plan and identify accomplishments, partial- and non-achievements, and new needs and challenges.
- h. Presentations and/or discussions may be made by local or regional officials or organizations to the ED-GPC for further information and exchange of ideas.
- i. Drafts of revised or new community visions, goals, objectives and implementation strategies are discussed and suggested by the ED-GPC and Project Planner/Facilitator in conjunction with Town Planning staff.
- j. Vision, Goals, Objectives and Implementation Drafts are presented to the Planning Commission and Town Council by members of the ED-GPC and Project Planner/Facilitator.

Step 4. Recommendations and Public Hearings

Over a period of many months, the stakeholder/citizen Economic Development - General Plan Committee conduct meetings, which are open and noticed for public attendance. The intent of the intensive studies by the Project committee is to provide recommendations to the Town Council for an Economic Development Strategy and updates of Key General Plan Elements.

Draft recommendations of the Project committee are noticed and processed through Public Hearing procedures and as prescribed by state statutes.

- a. The recommended Strategy of the Economic Development Committee may be presented to the Town Council in the initial period of the Project for Council's consideration. Council may approve, revise or continue the recommendations.
- b. The recommendations on amendments to the Key Elements of the General Plan by the expanded Economic Development-General Plan Committee are presented to the Planning Commission at a Public Hearing after statutory 60-day review period. The Commission may recommend approval with or without revisions to the Town Council. The Council reviews the Commission's recommendation and holds a second Public Hearing to consider actions on the Amendments to the General Plan's Key Elements.

PROJECT SEQUENCE AND PRODUCTS

The Economic Development Strategy/General Plan Update Project is anticipated to be conducted in three Phases:

- The first Phase is a process for community participation of Public Involvement (Step 1) with initial workshops, activities, information and notification; initial workshops are expected to run approximately two months; public participation/information continues throughout the Project.
- The second Phase is the production of an Economic Development Strategy (Step 2) in conjunction with the update of Key General Plan Elements (Step 3) through the Public Hearing process (Step 4).
 - o Although each Step is estimated to run five to nine months, the Project may have a shorter duration because of the overlapping subject matter contained in some portions of Steps 2 and 3 that may be conducted simultaneously.
 - o Time requirements for review and Public Hearing processing in Step 4 are dependent on the Town Council's actions and statutory requirements and are estimated to run 4 months or more.
- The third Phase is the update of remaining General Plan Elements and is recommended to be initiated after the first two Phases since the Project's focus is on economic development. This will allow energies to be concentrated toward aspects and strategies of economic development, and not diffused on other subjects.
 - o It should be noted that the "Growing Smarter" requirement for a 10-year review/amendment/re-adoption of the General Plan was extended recently by the State Legislature to 2015. This allows adequate time for the update of the entire 2003 Chino Valley General Plan.
- Further refinements to time and budgets for the phases may be determined after discussion with Town Council. To expedite the Project's time, tasks will be combined, and Town Planning staff's augmentation of Project efforts utilized, to contain costs wherever possible.

The following pages provide information about the experience of Dava & Associates, key personnel and relevant planning projects.

Dava & Associates, Inc

BACKGROUND AND DESCRIPTION

Dava & Associates, Inc., is a long-established, Prescott-based, professional office specializing in Civil Engineering, Surveying and Planning. Principals of the firm have provided professional work in and from the Prescott area since the mid-1970's. Dava & Associates, Inc., incorporated in 1981, has provided high quality, professional services to numerous public and private clients throughout Yavapai County -- from the Paulden area to the Wickenburg area, Williamson Valley to the Verde Valley. Municipalities and project areas included are Prescott, Prescott Valley, Chino Valley, Prescott Country Club, Dewey-Humboldt, Cordes Junction, Clarkdale, Cottonwood, Sedona, Village of Oak Creek, Peeples Valley, Yarnell, Hillside, Williamson Valley, Walker, Groom Creek, Government Canyon, and Granite Dells.

Although Dava & Associates, Inc. focuses services to communities in Yavapai County, they serve all of Arizona, including projects for the cities of Phoenix, Mesa, Tempe, Guadalupe, Tolleson, Lake Havasu City, Springerville, Quartzsite, Wickenburg, Williams, St. Johns, and Yuma. The firm's experience extends to additional public sector agencies, including Yavapai and Pinal Counties, the Yavapai-Prescott Indian Tribe, Yavapai Community College, Arizona Department of Transportation, the Arizona State Lands Department, Arizona State Parks Department, the Prescott National Forest Service, and the Veterans Administration.

Dava & Associates, Inc. also provides services for private development covering residential, commercial, industrial, and private non-profit educational and recreational facilities. Private projects include masterplans and subdivisions for Embry-Riddle Aeronautical University, Prescott Industrial Airpark, Crossroads Commercial Center, IGA Commercial Plaza, 6th Street Partnership Commercial/Industrial Subdivision and Ace Hardware Distribution Center; residential mixed-use planned communities include Inscription Canyon, Yavapai Hills, Golf Links, Viewpoint, Timber Ridge, Prescott Country Club, Hassayampa Country Club, Forest Trails, Tanglewood Hills, Cliffrose, and Thousand Trails Recreational Resort .

Quality control and scheduling are two of the highest priorities of the Dava & Associates, Inc., team. All of the principals of Dava & Associates, Inc., Dava Hoffman, Gordon Bowers, Bob Fister, and Pete Jorgensen, take an active role in the development, scheduling and management of all projects to assure that the completed project is of high quality and is delivered on time.

DAVA & ASSOCIATES, INC. KEY STAFF

Dava Z. Hoffman

Dava Hoffman is Planning Principal of Dava & Associates, Inc., a land planning and civil engineering firm. She co-founded the Prescott firm in early 1981 after serving in executive management positions in both private and public sector agencies, including directing the City of Prescott's Planning Department. Mrs. Hoffman's specializes in General Plans, master/specific area plans and public participation programs for cities, towns, counties and state agencies. Services provided by Mrs. Hoffman encompass General Plans for Yavapai County, Prescott Valley, Chino Valley, Dewey-Humboldt, Prescott, and many municipalities throughout Arizona including Wickenburg, Tolleson, Quartzsite, Lake Havasu and St Johns. Other projects include feasibility land use plans, regional open space and recreation studies, annexation and zoning. Dava was part of the Arizona Planning Association's team in the Concept Plan for Lower Oak Creek State Park which received both state and national American Planning Association Awards. Other of her projects, winning State recognition, was the AzPA Best General Plan and Implementation Guide for the Town of Prescott Valley, and the 2007 Governor's Excellence Award for Community Planning & Development Partnerships for Regional Plans for the Verde Valley Regional Land Use Plan. Committed to the Central Highlands/Greater Prescott Area, Dava volunteers her professional skills in committees for the Unified Development Code Update, the Prescott Area Leadership Association, and the boards of the Prescott Chamber of Commerce and the Prescott Downtown Partnership. Previous volunteer positions include Yavapai County's Community Plan Advisory Committee, the chair of Prescott Mayor's Water Conservation Committee, as well as the Vice President of Conference for Arizona Planning Association and other civic organizations.

Gordon Bowers, P.E.

Engineering Principal for Dava and Associates Inc. since 1986, Gordon Bowers is in charge of civil engineering design, supervision, coordination and management of projects from preliminary to final plats and site plans. He specializes in all aspects of site and off-site engineering and planning evaluations, roadway design (Roadcalc), drainage analysis (HEC-1 & 2 and TR 20 & 55), and shared responsibilities of Town Engineer of Prescott Valley. Gordon's engineering projects include: completion of plans and specifications for SR-89A Realignment (Airport Connector); SR-89A Widening Design Concept Report; analysis and design of an SR-286 bridge structure for Pozo Hondo Wash in Pima County and the County 19th intersection with SR-95 in Yuma County for the Arizona Department of Transportation (ADOT), and many subdivision plats such as the Golf Links for the City of Prescott, a project which required drainage analysis and revision of a FEMA floodplain.

ROBERT E. FISTER

Systems Manager and Senior Designer, has been with Dava & Associates, Inc., since 1984. Bob has the responsibility for the preparation of graphics for reports, public meetings and presentations. Bob assists with General Plan graphics, design and drafting (AutoCAD). As early as 1985, Dava & Associates, Inc. began the use of the computer-aided design and drafting program (CADD), under the guidance of Bob Fister. Bob has had full responsibility for operation and staff training on the CADD system and has written computer programs which optimize office production procedures.

THOMAS G. CALLAHAN. R.L.S.

Chief of Surveys, joined Dava & Associates, Inc. in 1987, and is responsible for legal research and resolution of boundary problems in completion of property surveys, right of way, and engineering design surveys; computation, coordination and scheduling of construction staking activities; and responsible for two- and three-men survey crews involved in the measurement of land for the determination of boundaries, and for computations and survey control for construction activities.

DAVA & ASSOCIATES INC. RELEVANT PROJECTS

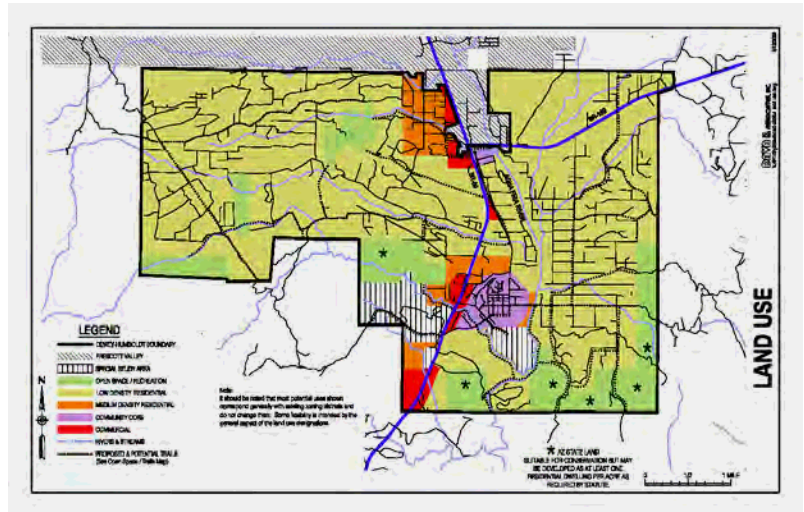
The firm has long-standing, successful experience in the Prescott, Quad-Cities Area, Yavapai County and the State. Pertinent examples are as follows:

- **TOWN OF DEWEY-HUMBOLDT GENERAL PLAN**

The recently incorporated Town of Dewey-Humboldt requested Dava & Associates, Inc., assisted by Rick Counts, CSC, to prepare a new General Plan based on community vision and values after the lack of ratification of the Town's first General Plan by the electorate in November 2008.

Emphasis in the 2009 General Plan is primarily on protection of the existing low-density rural lifestyle, with ample open space and the sensitivity to the natural environment. This focus is critical for the Town as it is being impacted by an adjacent rapidly urbanizing municipality. Circulation is another important element in the Plan for the safety and convenience of residents as many properties have inadequate access with little connectivity. Protection of the Agua Fria River and conservation of ground water resources are monitored closely although they are in private ownership.

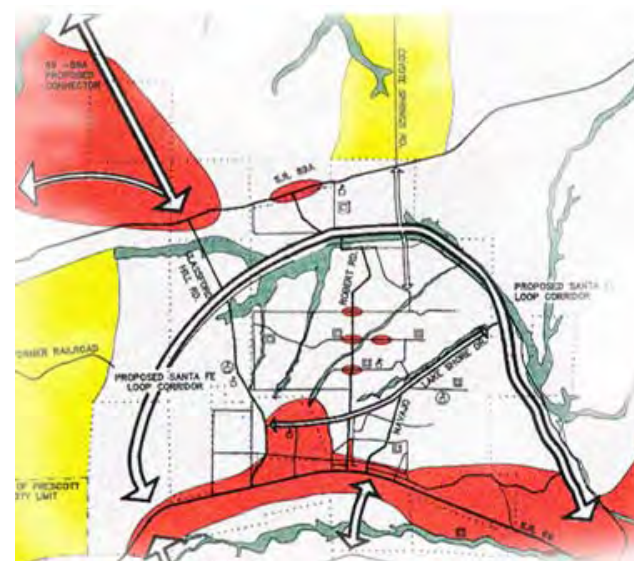
Consultants worked closely with citizen committees, Planning Commission and Council in an expedited momentum, commencing in December 2008 with adoption by Council in May 2009.



- **TOWN OF PRESCOTT VALLEY GENERAL PLAN AND IMPLEMENTATION GUIDE**

Dava & Associates, Inc., was engaged by the Town to produce a truly comprehensive plan which would accommodate Prescott Valley's growth well into the 21st century. The 1994 Prescott Valley General Plan created a vision for the community with emphasis on the Town's image, economic development, transportation, growth, and recreational needs. Dava & Associates, Inc., coordinated and facilitated a large cross section of the Town's residents and business leaders to achieve a custom-fit plan with commitment by the community.

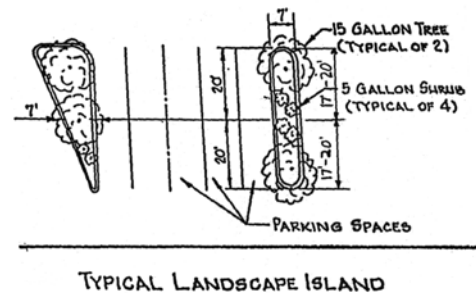
Dava & Associates, Inc., working as a team with Town officials and the residents of the community, prepared the General Plan and Implementation Guide. This plan is meant to be used by all Town departments in guiding



Prescott Valley growth and development. The plan focuses on community image, goals and implementation strategies, utilizing graphs, charts and simplified maps to convey ideas and trends. The final document was composed in an “easy-to-read” style combining text and graphic depictions which was adopted by the Town in January, 1994. The Plan was recognized by the Arizona Planning Association as “Best General Plan and Implementation Guide” for the year 1994.

- **OTHER PLANNING SERVICES FOR THE TOWN OF PRESCOTT VALLEY**

Other planning services provided for the Town of Prescott Valley have included: portions of proposed Unified Development Code: Site Development Standards and Planned Area Development Districts; Planning Consultant Services and Interim Planning Director; new Prescott Valley logo development; and Prescott Valley Shopping Center Feasibility Study for Town & Country Properties, Inc. As Prescott Valley Town Engineer since 1988, Dava & Associates, Inc. has provided numerous engineering design and construction period services for roads, water and sewer systems and other public works projects, including the Driveway Standards, Resolution 550, and Culvert Sizing Guide.



- **PRESCOTT VALLEY SHOPPING CENTER FEASIBILITY STUDY FOR TOWN & COUNTRY PROPERTIES, INC.**

Dava & Associates, Inc., provided professional services for an area analysis of the burgeoning Prescott Valley-Highway 69 growth corridor. A major component of the study was to provide a basis for decision-making of private and public sectors regarding appropriate land uses along a portion of Highway 69. With over 11,000 platted lots in the newly incorporated Town of Prescott Valley, the placement of major commercial facilities was critical to not only the Town's well-being, but also the safe and adequate movement of traffic on the highway. Dava & Associates, Inc., developed a survey to establish shopping habits and preferences of the 13,600 people in the trade area. The response was so significant that an existing commercial facility on the south side of Highway 69 relocated to the north side and expanded into a major commercial area with controlled access to Highway 69.

- **DEWEY-HUMBOLDT COMMUNITY PLAN**

Dava & Associates, Inc., provided professional planning services to facilitate the development of land use plans for unincorporated communities and areas along the Highway 69 Corridor in central Yavapai County. The study encompassed an area of over 68 square miles located south of Prescott Valley including the Prescott Country Club, Humboldt, Dewey, and the areas near the Highway 169/69 intersection. Dava & Associates, Inc., provided full services from community meetings and workshops to specific plan elements, goals and implementation strategies. The plan elements and recommendations were based upon community issue identification, citizen survey responses, and input from residents, business people and leaders. The Dewey-Humboldt Area is experiencing rapid growth with a variety of lifestyles. Consequently, a wide range of desired visions for the future of the Area was evident from the public participation programs.



There is a strong desire to maintain the "rural" atmosphere of low density, large lot residential areas, horse privileges, and trails. At the same time, concerns over future ground water quality and quantity, as well as economic development, were strongly expressed. The Community Plan reflects these concerns and offers strategies to implement desired Community goals.

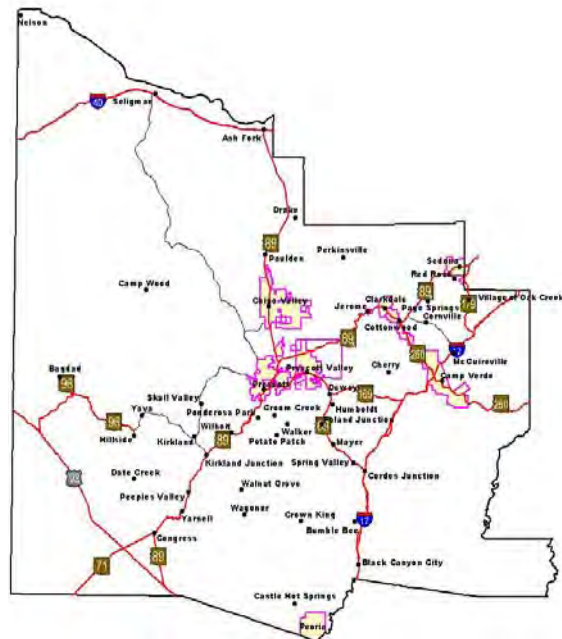
Dava & Associates, Inc., prepared meeting agendas and working papers summarizing community meetings and workshops for the Planning and Zoning Commission and staff. Interviews were also conducted with key town and county officials to ascertain future plans, studies and desires regarding traffic corridors, land use patterns, annexations, public infrastructure facilities and amenities.

Dava & Associates, Inc., coordinated and provided public communication with Dewey and Humboldt community groups and Yavapai County officials throughout the study process. Dava & Associates, Inc. then developed the Community Plan, Recommendations and Implementation Strategies which focused on land use, transportation and development standards. The Community Plan provides guidance to Dewey/Humboldt citizens and the Yavapai County Planning Commission and Board of Supervisors in all development considerations.

- YAVAPAI COUNTY GENERAL PLAN**

Undergoing more rapid population growth than most other rural counties in the country, Yavapai County engaged Dava & Associates, Inc., assisted by Community Sciences Corporation, to develop a new comprehensive plan for compliance with the "Growing Smarter" statutes and for updating the existing 26 year old Plan. The 2003 Yavapai County General Plan focuses on Land Use, Transportation, Water Resources and Open Space for the more than 8,000 square miles of Yavapai County.

The Yavapai County General Plan commenced with an intensive Public Participation Program, with Consultant-Staff workshops conducted in twelve, far-reaching communities of the County, totaling some 800 miles traveled.



The initial Phase of the General Plan resulted in broad citizen information and involvement, leading to a County Vision with Goals and Objectives. In the second Phase, General Plan Elements and data bases were produced, along with a detailed Implementation Program for recommendations and policies established in the General Plan.

The 2003 Yavapai County General Plan was adopted by the Board of Supervisors meeting all State statute requirements and timelines. The new General Plan provides current information and direction for County officials and citizens to help meet the needs of continuing growth and changing cultures from rural lifestyles to rapid urbanization.

- **VERDE VALLEY REGIONAL LAND USE PLAN**

After adoption of the Yavapai County General Plan in 2003, the consulting team of Dava & Associates, Inc and Community Services Corporation were again hired by Yavapai County to focus on the area in eastern third of the County known as the Verde Valley. The "*Verde Valley Regional Land Use Plan*" covers an area of approximately 700 square miles and focuses on Land Use and Open Space, Transportation, Housing and Land Management. It also identifies Water issues and Economics as key long term solutions. The Regional Plan was provided as a collaboration of five municipalities (Cottonwood, Clarkdale, Jerome, Camp Verde, Sedona), three unincorporated communities (Red Rock, Cornville-Page Springs, Beaver Creek) one Indian Nation (the Yavapai Apache), two National Forests (Coconino and Prescott USFS), and two Arizona State Departments (State Parks and State Trust Lands) and Yavapai County. The VV Regional plan received the 2007 Governor's Excellence Award for Community Planning & Development Partnerships, at the Governor's Rural Development Conference (RDC) in Oro Valley, August 17, 2007, which recognized community and tribal projects that show partnership, leadership and innovation.

- **GENERAL PLANS FOR THE CITY OF PRESCOTT**

Dava Hoffman has been involved in the General Plan process for the City of Prescott since her arrival as Planning Director in 1976. She supervised and coordinated an early update of an initial Prescott General Plan, and then served as volunteer consultant for further updates during the 1980's. The pressure of rapid growth during the decade caused the City of Prescott to engage in a completely revised plan to deal with newly emerging conditions in 1990.

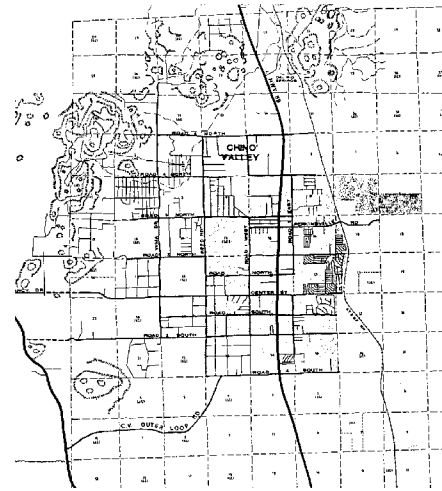
Acting as Chair of the Community Development Aspects Committee, Dava Hoffman introduced a completely new format to the plan, based on integration of the community's core values. For the first time in Prescott's planning process the resource of the natural environment was considered in conjunction with the man-made environment. Historical, cultural, and social aspects were included, as well as the traditional plan elements. The adopted 1990 General Plan for the City of Prescott won the Arizona Chapter of the American Planning Association award for "Best Comprehensive Plan".

In 1995, the City began an update of the General Plan. Dava Hoffman served as a major contributor on the General Plan Committee and authored many portions and a complete section on transportation and circulation. The updated General Plan was adopted in the latter half of 1997. Again in 2002-2003, Dava Hoffman volunteered major General Plan aid to the City by helping to develop a Prescott Vision and formatting techniques as well as direction for all Elements and public involvement. The 2003 Prescott General Plan was adopted by City Council in the fall of 2003.

- **GENERAL PLAN FOR CHINO VALLEY**

Dava & Associates, Inc. provided professional planning services to the Town of Chino Valley in an effort to update the Town's first comprehensive plan. The effort was a complete overhaul of the previous goals, policies and conditions included in the former Town plan which is many years old. Chino Valley experienced extremely rapid growth between 1980 and 1990, resulting in a need for strategic planning.

The new General Plan, prepared by Dava & Associates, Inc., in conjunction with a Chino Valley planning committee, comprised current data, goals and policies on transportation, recreation, land use, public facilities and economic development. Implementation strategies were a key element in each of the General Plan areas. The long-used Plan was adopted in 1991.



- **GENERAL PLAN FOR THE TOWN OF WICKENBURG**

Growth pressures from the expanding Greater Phoenix Area caused the Town of Wickenburg to realize that a growth management strategy was needed. With an existing ten year old General Plan that was in need of updating and the need for "Growing Smarter" legislation compliance, the Town Council elected to have a new General Plan prepared.

Dava & Associates, Inc. joined Community Sciences Corporation to create a thoroughly new General Plan. The Plan focuses, not only on new required Elements, but also on the changing conditions within the Town and its extensive surrounding environs, to produce an effective growth management program.

The General Plan process commenced with Visioning workshops, surveys and other public input methods. Draft Goals and Objectives resulted from workshop input. This was followed by extensive data gathering for the seven Elements and growth plans. A Growth Areas Alternatives workshop produced input for the Plan's initial drafts. Lengthy involvement with the Wickenburg General Plan Committee by the Consultant Team produced the final General Plan Review Draft for further public workshops and agency distribution.

The Wickenburg General Plan was adopted by the Town Council in the spring of 2003. Its phased implementation action plan with short-, mid- and long- range steps enables Wickenburg's leadership to manage and effect a balanced land use plan for an expanding population into the future, while protecting its scenic natural environment.

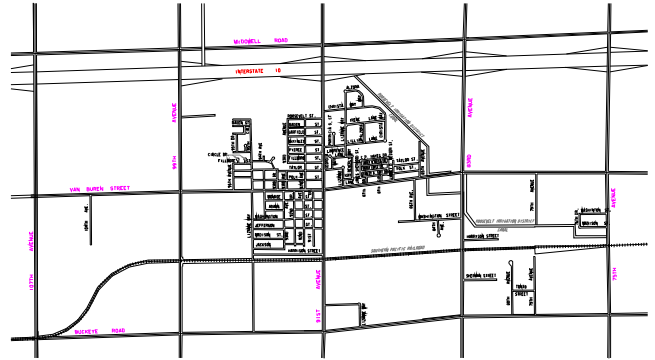
- **TOWN OF WICKENBURG ZONING ORDINANCE**

Dava & Associates, Inc., prepared the Wickenburg Zoning Ordinance and its Development Review Article to emphasize several distinctive architectural styles in the Town, which were structured for compatibility with the spirit of the Town's historic "Western" downtown. Three architectural styles were described for the Heritage Area of the downtown based upon the Wickenburg historic resource survey.

The Development Review Article also contained five “Southwestern / Territorial Development Themes” from current trends in preferred building styles, compatible with historic architectural details. The emphasis on aesthetics and quality site design throughout the Town was incorporated into articles on Landscaping and Screening and Sign Regulations. Use districts were grouped by major categories of residential, commercial, industrial, public facility, and Planned Area Overlay Districts.

- **CITY OF TOLLESON GENERAL PLANS**

Dava & Associates, Inc., was chosen to draft a new General Plan for the City of Tolleson. Community representatives, business leaders, City Council, and the Advisory committee all worked together to determine priorities and concerns. Citywide field inspections were conducted to analyze and evaluate historic and current existing data. Public workshops/forums were held during the process to verify and embellish goal concepts.



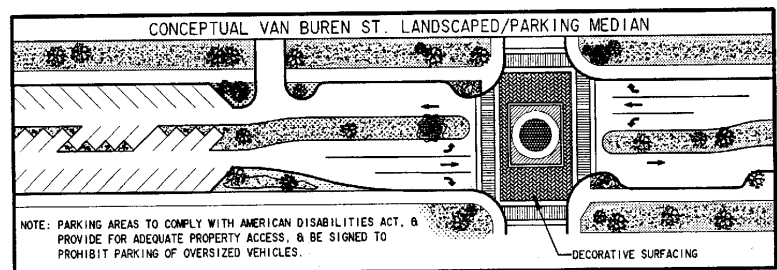
All facets of the Tolleson community were considered to integrate goals and values for economic development direction. Meetings, newsletters and presentations at community groups kept the community informed of the progress. The combined efforts created an easily understood plan and easily used strategies to integrate goals and values and enhance Tolleson's unique character. The General Plan was adopted in November 1996. Summaries of the Plan, prepared by Dava & Associates, Inc., were mailed to every Tolleson resident in 1997.

Dava & Associates, Inc. was again engaged in 2002, by the City of Tolleson to update its General Plan and bring it into compliance with new “Growing Smarter” legislation. The new General Plan encompasses the seven required Elements, as well as Elements on Economic Development and Public Buildings/Community Facilities. The Plan's Public Participation Program includes comparisons with citizen input and goals from previous Plans. Additional sections are the Tolleson Vision and Sense of Community, Population Socio-Economic Demographics and Plan Adoption and Amendment Procedures.

- **CITY OF TOLLESON VAN BUREN STREET, URBAN REDEVELOPMENT**

Dava & Associates, Inc., in conjunction with Reilly, Zucker & Associates, Ltd., and Boyd Winfrey, L.A., provided professional planning and engineering services to the City of Tolleson for urban redevelopment of a portion of Van Buren Street, Tolleson's downtown main street.

The project included building facade renovation, design and installation of landscaping and irrigation systems, design of streetscape furnishings, underground utilities, and curb-cut modifications. The Community Development block Grant (CDBG) funded program entailed interaction and involvement with local businesses impacted and sharing in the project.



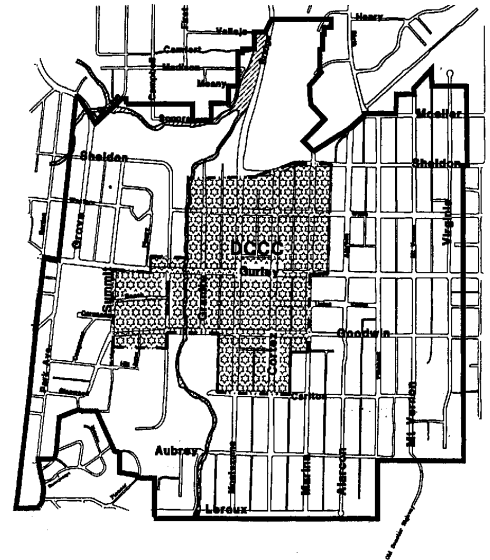
- **CITY OF PRESCOTT DOWNTOWN ZONING & DEVELOPMENT CODE**

Dava & Associates, Inc., prepared an ordinance which was comprehensive to the entire Prescott Downtown Area, approximately one square mile.

It focuses on land uses, pedestrian and vehicular circulation, and parking which encourage economic vitality in the Downtown. This was accomplished through incentives, such as flexibility of uses and standards, enhanced by compatibility of structural appearance. Emphasis was placed on harmony with the "spirit" of the district, as all structures and areas constitute the "Downtown" as a whole.

- **DOWNTOWN PRESCOTT STREETScape AND CHARETTE**

While serving as Director of Planning and Zoning for the City of Prescott, Dava Z. Hoffman organized and managed one of the City's earliest streetscape design projects. The project consisted of design and construction of landscaped pedestrian spaces along Gurley Street (the City's "Main Street"). Ms. Hoffman coordinated merchant organizations, historic preservation groups, and residents in the resulting design. This included the use of native stone and redwood materials to blend Prescott's historic character with its contemporary southwestern development trends. Local garden clubs were also incorporated into the design effort and implementation of the project, as well as other political entities, such as Yavapai County. In 1990 as a private consultant, Ms. Hoffman coordinated the Downtown Prescott Charette in association with the American Planning Association, Arizona Chapter, for the Downtown Prescott Association and the City of Prescott. The study identified character and land use districts, street furnishings, and motifs, as well as implementation strategies.



- **CITY OF MESA ZONING ORDINANCE**

After completion of the Mesa Town Center Zoning Districts and Compatibility Design Standards, Dava & Associates, Inc., was employed to update Mesa's entire zoning ordinance. The ordinance is composed of separate divisions for grouping of single-family residence districts, multi-family residence districts, commercial districts, industrial districts, Town Center districts, and a series of overlay districts. The Bonus Intensity Zone, the Planned Area Development District, and the Development Master Plan District were created to accommodate special economic development projects and major land developments. These overlay districts contain flexible standards and incentives to accomplish Mesa's goals. Other overlay districts include the Air Field Overlay District and the Age Specific Overlay District. Both overlay districts were created for specific use areas with protection to and from adjacent properties' development. The zoning ordinance contains illustrations and graphics throughout, as needed for clarification and understanding.

- **CITY OF MESA TOWN CENTER ZONING DISTRICTS AND COMPATIBILITY DESIGN STANDARDS**

Dava & Associates, Inc. produced the Mesa Town Center Zoning District and Town Center Compatibility Design Standards for the one square mile of Mesa's original town site. The creation of the Mesa Town Center Zoning District focused on the economic viability, character and scale of various sub-areas.



Existing land uses and the 1950's zoning code provisions were utilized; and incentives and flexibility were stressed to enhance Mesa's goals for a highly active, mixed-use, successful business and civic district. Dava & Associates, Inc., illustrated, described and produced design standards of the different Town Center sub-districts to ensure compatibility of new development with existing and historic structures nearby. A compatibility self-test was also created in conjunction with new zoning site plan application documents.

- **CITY OF TEMPE ZONING ORDINANCE**

The 1976 Tempe Zoning Ordinance prepared by Dava Hoffman was the first zoning code in Arizona to provide groupings of land use categories, illustrations and graphics, and effective site design and development standards. The goals of the City to promote only quality development were implemented through the use of the entirely new zoning ordinance. Landscaping, Screening and Signage Standards, which had previously been applied to major developments by Tempe's Design Review Board, were added into the ordinance for application throughout the City. A new component, the Central Commercial District, was created to aid in the arduous task of revitalization of Tempe's downtown. Reuse, reconstruction and new construction of downtown buildings were encouraged through flexibility of site design standards and land uses, subject to Council review and approval. The new Tempe Zoning Ordinance was widely held as a model ordinance and copied by many Arizona cities and towns.

- **GENERAL PLAN UPDATE FOR LAKE HAVASU CITY**

Dava & Associates, Inc., in a joint venture with Gruen Associates, provided the update of the Lake Havasu City General Plan. Although the City's previous plan was not very old in chronological time, it had become outdated due to the rapid population growth in Lake Havasu City since 1985. The City is currently enmeshed in critical decision making concerning development of its famous shoreline. Ownership of much of this area lies with the Arizona State Land Department. Pressure from commercial and resort developers has dictated the need for strategic growth management objectives. A major economic factor in Lake Havasu is outdoor recreation for tourism. The urgency to continue improving tourism recreational facilities is magnified by the recreational needs of the expanding residential population. These issues are primary in the Lake Havasu City General Plan Update, which was adopted in 1991.

- **GENERAL PLAN FOR THE CITY OF ST. JOHNS**

The City of St. Johns has experienced a rocky road in its growth and development over the past 25 years. Plagued by economic downturns and construction subsidence, St. Johns recognized the need for comprehensive planning. The 1992 General Plan was provided by Dava & Associates, Inc., in conjunction with Gruen Associates to emphasize future economic development in the region. Circulation, land use, and community facilities were also studied. Recommendations for strategic scenarios of business development, aided by enhanced transportation corridors and recreational assets, are

the principal products of the St. Johns general Plan. The Plan was adopted in 1992, aiding the City's eligibility for economic development funds.

- **GENERAL PLAN FOR THE TOWN OF QUARTZSITE**

The Town of Quartzsite is characterized by a range of unique conditions requiring special planning attention. Large seasonal population variations, significant infrastructure requirements and Interstate siting, among other factors, mandated creative planning solutions. The 1993 General Plan was developed by Dava & Associates, Inc., in conjunction with Gruen Associates, to preserve Quartzsite's special casual character while encouraging the changes desired by the community. Future development scenarios endorsed by the community and supported by realistic infrastructure schemes are key features of the adopted plan.

Item No. **8**

Council adopted Resolution No. 10-946 on October 28, 2010 to formally call the Town's 2011 Spring primary and general election. That Resolution did not include Referendum No. REF 10-01, as the Town had rejected the referendum petition. That action was subsequently challenged, the parties filed briefs, and oral arguments were heard November 18, 2010. Staff anticipated that the Court would render its decision in time to place the item on the March



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 8

ballot, if applicable. While the Court posted its decision, which determined that the referendum qualified for the ballot, the judge did not sign the decision in time to place the referendum on the March ballot.

In order to place the referendum on the May ballot, Council must adopt an amended Call of Election to include the referendum. All the necessary documents and submittals for the election must be filed by February 16, and although the judge still has not signed the decision due to matters relative to attorneys fees, the Town Attorney has advised staff to proceed with placing the referendum on the May ballot in order to meet the statutory deadlines.

RECOMMENDED MOTION:

Move to adopt Resolution No. 10-949, amending Resolution No. 10-946, Call of Election for Spring 2011.

ATTACHMENTS:

Resolution No. 10-949 (English and Spanish)

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

Resolution No. 10-946, Call of Election

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Jami C. Lewis</u> Department Head	_____
_____ Other:	_____ Other:	<u>(Pending)</u> Town Attorney
_____ Other:	_____ Other:	_____ Town Manager/Designee

**CALL OF ELECTION
AMENDED**

RESOLUTION NO. 11-949

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AMENDING RESOLUTION NO. 10-946, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AS FOLLOWS:

Section 1. Designation of Election Date

That March 8, 2011, has been set as the time for holding the Primary Election in the Town of Chino Valley.

Section 2. Purpose of Election

A. That a Primary Election will be held for the purpose of nominating candidates for Mayor and Councilmember whose names shall appear on the ballot at the General Election to be held May 17, 2011. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected without running in the General Election.

B. THAT THE GENERAL ELECTION WILL ALSO INCLUDE A BALLOT MEASURE SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN, FOR THEIR APPROVAL OR REJECTION, ORDINANCE NO. 10-730, WHICH WOULD ALLOW THE TOWN OF CHINO VALLEY TO REZONE APPROXIMATELY 17 ACRES OF PROPERTY LOCATED GENERALLY ON THE SOUTH SIDE OF THE E. ROAD 3½ NORTH ALIGNMENT APPROXIMATELY 400 FEET EAST OF STATE ROUTE 89, FROM COMMERCIAL LIGHT/AGRICULTURAL RESIDENTIAL 5 ACRE MINIMUM (CL/AR-5) TO COMMERCIAL HEAVY (CH).

Section 3 Designation of a "Vote-By-Mail-Ballot Election"

That the Town of Chino Valley will hold a "Vote-By-Mail-Ballot Election" for the March 8, 2011 Primary Election and for the May 17, 2011 General Election (if applicable).

Section 4. Designating Deadline for Voter Registration

Yavapai County registration and voting lists will be used for the municipal election. In order to be qualified to vote in the Primary Election, one must be registered by February 7, 2011. The last day to register for the General Election will be April 18, 2011.

Section 5. Designating Date and Place to File Candidate Nomination Papers

Candidates seeking municipal office may obtain nomination papers and other materials which must be filed by candidates at the Town Clerk's Office, Town Hall, 1020 W. Palomino Road, beginning November 8, 2010. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on December 8, 2010 in order for their names to appear on the Primary Election ballot.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this _____ day of _____, 2011.

Jim Bunker, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, P.C.
Town Attorney

CONVOCACIÓN DE UNA ELECCIÓN ENMENDADA

RESOLUCIÓN NO. 11-949

UNA RESOLUCIÓN DEL ALCALDE Y DEL CONCEJO COMÚN DEL PUEBLO DE CHINO VALLEY, CONDADO YAVAPAI, ARIZONA, QUE ENMIENDA LA RESOLUCIÓN NO. 10-946, DESIGNANDO LA FECHA DE LA ELECCIÓN Y EL PROPÓSITO DE LA ELECCIÓN; DESIGNA LA ÚLTIMA FECHA PARA REGISTRARSE PARA VOTAR; Y DESIGNANDO EL LUGAR Y LA ÚLTIMA FECHA EN QUE LOS CANDIDATOS PUEDEN PRESENTAR SUS FORMULARIOS DE NOMBRAMIENTO

RESUELVE EL ALCALDE Y EL CONCEJO COMÚN DEL PUEBLO DE CHINO VALLEY, CONDADO YAVAPAI, ARIZONA, COMO LO QUE SIGUE:

Sección 1. Designación de la Fecha de la Elección

Se ha fijado el día 8 de marzo de 2011 como la fecha para celebrar la Elección Primaria en el Pueblo de Chino Valley.

Sección 2. Propósito de la Elección

A. Que una Elección Primaria se celebrará con el propósito de nombrar candidatos para el cargo de Alcalde y para Miembros del Concejo cuyos nombres aparecerán en la boleta de la Elección General que se celebrará el 17 de mayo de 2011. Cualesquier de los candidatos que reciban una mayoría de todos los votos emitidos en la Elección Primaria serán declarados elegidos sin tener que participar en la Elección General.

B. QUE LA ELECCIÓN GENERAL TAMBIÉN INCLUYA UNA MEDIDA DE LA BOLETA PARA SOMETERLES A LOS ELECTORES HABILITADOS DEL PUEBLO, PARA QUE APRUEBEN O RECHACEN LA ORDENANZA NO. 10-730 QUE LE IBA A PERMITIR AL PUEBLO DE CHINO VALLEY CAMBIAR LA ZONA DE APROXIMADAMENTE 17 ACRES DE PROPIEDAD LOCALIZADA GENERALMENTE EN EL LADO AL SUR DEL CAMINO E. ROAD ALINEACIÓN 3½ AL NORTE APROXIMADAMENTE 400 PIES AL ESTE DE LA RUTA ESTATAL 89 (STATE ROUTE 89) DE COMERCIAL LIGERA/AGRICULTURA RESIDENCIAL MÍNIMO (CL/AR-5) A COMERCIAL CARGADA (CH).

Sección 3. Designación de una “Elección de Boleta Enviada por Correo”

El Pueblo de Chino Valley celebrará una “Elección de Boleta Enviada por Correo” para la Elección Primaria del día 8 de marzo de 2011 y para la Elección General del día 17 de mayo de 2010 (si aplicable).

Sección 4. Designación de la Última Fecha para Registrarse para Votar

El registro y las listas de votantes del Condado Yavapai se usarán para la elección municipal. Para estar capacitado para votar en la Elección Primaria, uno tiene que estar registrado para votar para el día 7 de febrero de 2011. La última fecha para registrarse para votar para la Elección General será el 18 de abril de 2011.

Sección 5. Designa la Fecha y el Lugar en donde Entablar los Formularios de Nombramiento de Candidatura

Los candidatos procurando un cargo municipal pueden obtener los formularios de nombramiento y otros materiales que se tienen que entablar por los candidatos de la Oficina del Secretario del Pueblo de Chino Valley, Ayuntamiento, 1020 W. Palomino Road, comenzando el día 8 de noviembre de 2010. Los candidatos tienen que entablar los formularios de nombramiento y otros materiales de nombramiento para las 5:00 de la tarde el día 8 de diciembre de 2010 para que sus nombres aparezcan en la boleta de la Elección Primaria.

PASADA Y ADOPTADA por el Alcalde y el Concejo Común del Pueblo de Chino Valley, Arizona este día 25 de enero de 2011.

Jim Bunker, Alcalde

CERTIFICA:

APROBADA EN FORMA:

Jami C. Lewis, Secretario del Pueblo

Musgrove Drutz & Kack, P.C.
Abogado del Pueblo



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 9

SITUATION AND ANALYSIS:

The Planning and Zoning Commission makes recommendations to the Town Council regarding planning, zoning, and other land use matters. The Commission consists of 7 members; term of office is three years and 4 positions will expire on January 31, 2011. Staff advertised for the positions and received 7 applications: 3 from current board members Garland Miner, Dorothy Schmidt, Florence Sloan; 1 from former Commissioner Francia Sparzynski, and 3 from new applicants, Candy Blakeslee, Charles Merritt, and Mark Vucich.

The Council Appointments Subcommittee met on January 18th to interview all 7 applicants and is recommending re-appointment of Garland Miner and Florence Sloan, and appointment of Charles (Chuck) Merritt and Francia Sparzynski.

RECOMMENDED MOTION:

Move to re-appoint Garland Miner and Florence Sloan, and appoint Charles (Chuck) Merritt and Francia Sparzynski to the Planning and Zoning Commission with terms ending January 31, 2014.

ATTACHMENTS:

January 18, 2011 Appointments Committee draft minutes

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Jami C. Lewis</u> Department Head	_____ Finance
_____ Other: Police	<u>Patricia Clingman</u> Other: Zoning	<u>(Pending)</u> Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> Town Manager/Designee

**MINUTES OF THE PUBLIC MEETING
OF THE COUNCIL APPOINTMENTS COMMITTEE
OF THE TOWN OF CHINO VALLEY**

**THURSDAY, JANUARY 18, 2011
4:00 P.M.**

A public meeting of the Council Appointments Committee was convened on **Thursday, January 18, 2011 at 4:00 p.m.** in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona.

Chair Tenney called the meeting to order at 4:00 p.m.

Members Present: Councilmember Carl Tenney (Chair), Councilmember Linda Hatch, Vice-Mayor Ron Romley, Development Services Director Pat Clingman, and Town Clerk Jami Lewis (recorder).

2) Approve January 6, 2011 minutes.

Vice-Mayor Romley MOVED to approve the January 6, 2011 minutes. Councilmember Hatch seconded; PASSED 3-0.

3a) The Council Appointments Committee may vote to hold an executive session pursuant to A.R.S. 38-431.03(A)(1) to conduct interviews of candidates applying for appointment to the Planning and Zoning Commission, and to discuss said appointments.

4:05 Candy Blakeslee
4:25 Dorothy Schmidt
4:45 Francia Sparynski

5:05 Charles Merritt
5:25 Florence Sloan
5:45 Garland Miner

Councilmember Tenney reported that the seventh applicant, Mark Vucich, who had been out of Town during the original dates for the interviews, had returned and was requesting to be included in the above schedule, if possible. Councilmember Hatch and Vice-Mayor Romley were amenable to including him.

Vice-Mayor Romley MOVED to go into executive session to interview the applicants; Councilmember Hatch seconded; PASSED 3-0 at 4:01 p.m. Councilmember Tenney reconvened the meeting into open session at 5:56 p.m.

3b) Possible action regarding appointments to the Planning and Zoning Commission.

Councilmember Tenney related that all seven applicants were very good candidates, which made the selection difficult, and encouraged those not appointed to continue trying and to consider applying for upcoming General Plan committees. He then announced that the Committee was

recommending that Council re-appoint Garland Miner and Florence Sloan, and appoint Charles (Chuck) Merritt and Francia Sparzynski.

Vice-Mayor Romley MOVED to forward the aforementioned names to Council for appointment; Councilmember Tenney seconded; PASSED 3-0.

5) Adjourn.

Vice-Mayor Romley MOVED; Councilmember Hatch seconded; PASSED 3-0 at 5:57 p.m.

Submitted January 19, 2011 by Jami C. Lewis, Town Clerk.