



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday February 25, 2020
6:00 P.M.

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

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Presentation by Kimberley Robinson, Partnership Specialist with the U.S. Census Bureau regarding the U.S. Census in Chino Valley. (Scott Bruner, Community Services Director)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a.** Comments regarding a problem in the Bright Star area with vandalism and dumping.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.
- c. Status report regarding the August 4, 2020, Primary Election ballot items. (Jami Lewis, Town Clerk)

6. **CONSENT AGENDA**

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

- a. **p.5** Consideration and possible action to approve Resolution No. 2020-1154 for support of proposed House Bill 2899, which would increase the vehicle gas tax over the next 3 years. (Cecilia Grittmann, Town Manager)
- b. **p.9** Consideration and possible action to approve Resolution No. 2020-1155 for annexation of Town-owned areas of the Peavine Trail into the Chino Valley Fire District boundaries. (Cecilia Grittmann, Town Manager)
- c. **p.33** *Continued from Feb. 11, 2020:* Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2019, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)
- d. **p.43** Consideration and possible action to establish the Council Ad Hoc Town Manager Recruitment Subcommittee, consisting of Mayor Croft, Vice-Mayor Miller, and Councilmember Perkins, and approve Charter for the same, to address succession planning for the position of Town Manager. (Jami Lewis, Town Clerk)
- e. **p.44** Consideration and possible action to approve the January 28, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)
- f. **p.55** Consideration and possible action to approve the February 11, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. **p.65** Consideration and possible action to approve Craftsman Court Preliminary Plat Phases 1 & 2 to subdivide approximately ten (10) acres into 45 lots developed in two (2) phases. (Joshua Cook, Development Services Director)

Recommended Action: Approve Craftsman Court Preliminary Plat Phases 1 & 2 to subdivide approximately ten (10) acres into 45 lots developed in two (2) phases.

- b. **p.79** Consideration and possible action to approve the Professional Service Agreement with Civiltec Engineering, Inc. for the Integrated Water Master Plan (IWMP) and Capital Improvements Plan (CIP) for Old Home Manor (OHM) in the amount of \$287,392.00. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve the Professional Service Agreement with Civiltec Engineering, Inc. for the Integrated Water Master Plan (IWMP) and Capital Improvements Plan (CIP) for Old Home Manor (OHM) in the amount of \$287,392.00.

- c. **p.97** Consideration and possible action to approve the Cooperative Purchasing Agreement with Inland Kenworth for the purchase of a 2021 Kenworth Water Truck for the Roads Department, in the amount of \$135,103.59. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve the Cooperative Purchasing Agreement between with Inland Kenworth for the purchase of a 2021 Kenworth Water Truck for the Roads Department, in the amount of \$135,103.59.

8. EXECUTIVE SESSION

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding contract negotiations. (Cecilia Grittmann, Town Manager)
- b. An executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Town Manager, Cecilia Grittmann. (Mayor and Council)

9. ACTION ITEMS RESUMED

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

- a. Discussion and possible action regarding Town Manager succession planning.

Recommended Action: Direction to Staff per Council discussion.

10. ADJOURNMENT

Dated this 20th day of February, 2020.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 02/25/2020
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2020-1154 for support of proposed House Bill 2899, which would increase the vehicle gas tax over the next 3 years.

RECOMMENDED ACTION:

Approve Resolution No. 2020-1154 for support of proposed House Bill 2899, which would increase the vehicle gas tax over the next 3 years.

SITUATION AND ANALYSIS:

Representative Campbell, Chair of the House Transportation Committee, has proposed HB 2899 with the support of Senate President Karen Fann and Speaker of the House Rusty Bowers. Several important points to Chino Valley include:

- The League of Cities has been compiling information from cities / counties / towns / ADOT regarding road maintenance backlog, and the number is up to \$30.5 billion;
- The rate of traffic fatalities on Arizona's rural roads is the third highest in the nation and is more than double the fatality rate on all other roads in the state;
- Since 1991 47 other states have increased their highway user fees, while Arizona has fallen behind;
- In the past 30 years, AZ lanes have increased by 32% but the purchasing power of the state's gas tax to maintain them has dropped by 48%;
- Arizona's biggest industry is tourism, bringing in over \$1billion / year, and tourists use our roads;
- This proposal would add \$.06/cents a year for the next 3 years - essentially doubling our fuel tax by year 3;
- Electric and hybrid vehicles would be subject to a corresponding road maintenance fee to ensure they pay their fair share.

This proposal is coming out of Committee and will be before the house soon. The Town continues to struggle with funding for road maintenance. Voters rejected a proposed property tax in May 2019 for road maintenance, and HURF funding has not kept pace with inflation. HURF funds have been swept or reduced over time by the legislature but the needs have not. At the Council's retreat on 2/18/2020 the Council said they would endorse a resolution in support of this funding mechanism. Although the Governor has indicated that he will likely veto any bills that demonstrate a tax increase, the Council feels it is important to have our voice be heard.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

RES - 2020-1154 - HB2899 - Fuel Tax

RESOLUTION NO. 2020-1154

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, SUPPORTING LEGISLATIVE EFFORTS TO ADDRESS CRITICAL ROAD FUNDING SHORTFALLS BY IMPLEMENTING ADDITIONAL MOTOR FUEL TAXES AND HIGHWAY USER FEES.

WHEREAS, pursuant to ARIZ. REV. STAT. § 28-5601 *et seq.*, the State of Arizona levies and collects taxes on motor fuel ("Fuel Tax"); and

WHEREAS, Arizona's street, road and highway maintenance, preservation and construction are significantly underfunded. Statewide road use fees for Arizona's streets, roads and highways have not been significantly increased since the early 1980s, except for a \$.01 increase in the fuel taxes in 1991; and

WHEREAS, over the last 30 years the number of lane miles in Arizona have increased by 32%, but the purchasing power of the state's Fuel Tax to maintain them has dropped by 48%; and

WHEREAS, the maintenance backlog for the cities, towns and counties and state highway system deficit is tens of billions of dollars and is increasing by more than \$1,000,000,000 per year.

WHEREAS, tourism is a \$1 Billion industry in the State of Arizona, and reliable road networks are vital to providing tourists access to all areas of the State; and

WHEREAS, HB 2899, proposed by Representative Noel Campbell and endorsed by Senate President Karen Fann and Speaker of the House Rusty Bowers, proposes to modify the statutes relating to Fuel Tax to address the existing shortfall; and

WHEREAS, the Mayor and Council of the Town of Chino Valley ("Town Council") believes a 6-cent raise/per year for the next three years in the Fuel Tax is reasonable and justified.

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

SECTION 1. The Recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Town Council hereby supports the efforts by Senator Fann and Representatives Bowers and Campbell to increase the Fuel Tax.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. This Resolution shall be in full force and effect from and after its passage, adoption and approval by the Town Council.

SECTION 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of February, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1154 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on February 25, 2020, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. b.

Meeting Date: 02/25/2020
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2020-1155 for annexation of Town-owned areas of the Peavine Trail into the Chino Valley Fire District boundaries.

RECOMMENDED ACTION:

Approve Resolution No. 2020-1155 for the annexation of Town-owned areas of the Peavine Trail into the Chino Valley Fire District boundaries.

SITUATION AND ANALYSIS:

The Fire Department has made the Town aware that there are areas of the Peavine Trail that have not been annexed into the Fire District boundaries. As development occurs to the east of the Peavine Trail, and the developers request that they be included in the Fire District, the Fire Department requested we annex these properties into the Fire Department to make the Fire Department boundaries contiguous. Also, as this area has not been included in the Fire Department, should there be a medical or fire issue that occur on the trail, the Fire Department would not be able to provide service at these areas.

The Parcels to be included are:

306-02-293A
 306-02-294
 306-02-295
 306-02-296
 306-02-296A
 800-02-031V

The Fire Department requests their request form be filled out for each parcel and that the Town adopt a resolution or ordinance for inclusion into the Fire District.

Other Pertinent Documents Available Upon Request:

Appendix 6b-A. The Annexation Request Packet from the Town to the Fire District may be viewed online at www.chinoaz.net/agendacenter with the February 25, 2020 Council meeting documents.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

RES-2020-1155-Peavine Trail-Fire Department Annexation

RESOLUTION NO. 2020-1155**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING AND APPROVING OF ANNEXATION OF CERTAIN TOWN-OWNED PROPERTIES INTO THE CHINO VALLEY FIRE DISTRICT.**

WHEREAS, most of the Chino Valley area is covered by the Chino Valley Fire District ("CVFD"), which is part of the Central Arizona Fire and Medical Authority ("CAFMA"); and

WHEREAS, owners of properties east of the Peavine Trail in Chino Valley wish to develop their properties and to be provided fire and emergency medical services by CAFMA; and

WHEREAS, the Town of Chino Valley (the "Town") owns seven parcels (Yavapai County Assessor's Parcels 306-02-293A; 306-02-294; 306-02-295, 306-02-296, 306-02-296A, 800-02-031V, and 800-13-032P) along the Peavine Trail, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Town Parcels"), that have not been annexed into the CVFD; and

WHEREAS, the Town Parcels create an impediment to the CVFD meeting the contiguity requirements for expanding to the east of certain portions of the Town's corporate limits; and

WHEREAS, the Mayor and Town Council of the Town (the "Town Council") desire to allow for annexation of the Town Parcels into the CVFD in order to allow CAFMA to provide coverage to additional areas east of the Town's corporate limits; and

WHEREAS, ARIZ. REV. STAT. § 48-262(I) permits a property owner to request annexation into a fire district, and for areas within the corporate limits of the Town, such area may only be annexed if approved by the Town Council.

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

SECTION 1. The recitals above are incorporated as if fully set forth herein.

SECTION 2. The Town Council hereby authorizes and directs the Town Manager or her designee to submit a request to CAFMA to annex the Town Parcels into the CVFD.

SECTION 3. The Town Council hereby authorizes, pursuant to ARIZ. REV. STAT. § 48-262(I), annexation of the Town Parcels into CVFD.

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, adoption and approval by the Town Council.

SECTION 7. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of February, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1155 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on February 25, 2020, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2020-1155

[Legal Descriptions and Maps]

See following pages

EXHIBIT 'A'
LAND DESCRIPTION
APN 306-02-293A

A PORTION OF TRACT 45, SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 41,

THENCE SOUTH 89° 49' 44" EAST A DISTANCE OF 295.84 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 13 TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF JEROME JUNCTION (50.00 FEET WIDE) RECORDED IN INSTRUMENT 2014-0020282, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 49' 44" EAST A DISTANCE OF 154.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID PEAVINE TRAIL (200.00 FEET WIDE);

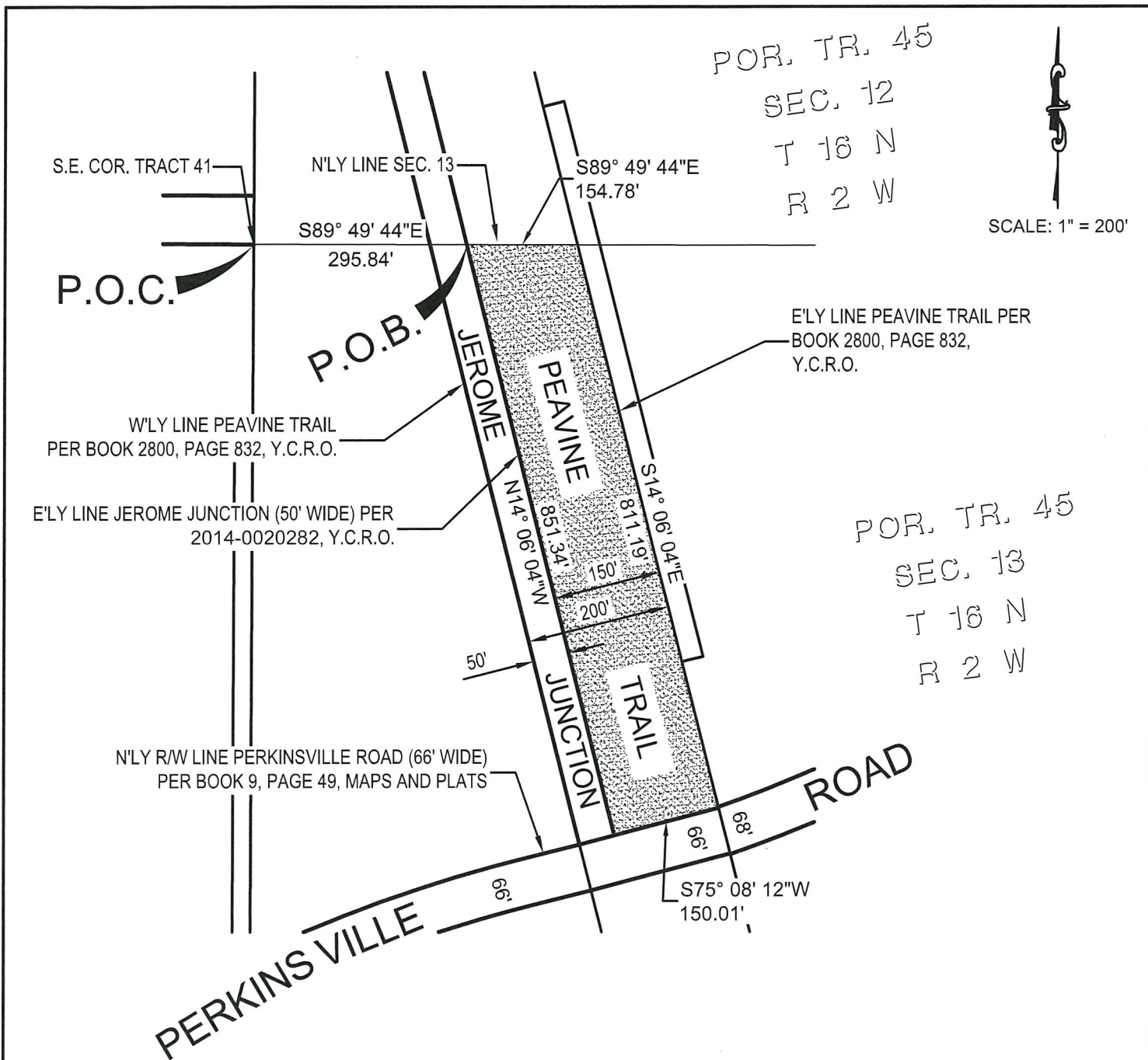
THENCE ALONG SAID EASTERLY LINE SOUTH 14° 06' 04" EAST A DISTANCE OF 811.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PERKINSVILLE ROAD (66.00 FEET WIDE) RECORDED IN BOOK 9, PAGE 49, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 75° 08' 12" WEST A DISTANCE OF 150.01 FEET TO SAID EASTERLY RIGHT-OF-WAY OF JEROME JUNCTION;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 14° 06' 04" WEST A DISTANCE OF 851.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 124,710 S.F., OR 2.863 ACRES, MORE OR LESS.





SCALE: 1" = 200'

POR. TR. 45
SEC. 13
T 16 N
R 2 W

LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 124,710 SQUARE
FEET, OR 2.863 ACRES, MORE OR
LESS.

EXHIBIT 'B'



Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

TOWN OF CHINO VALLEY, ARIZONA

APN 306-02-293A
LAND DESCRIPTION

DE: KRD CH: REA DR: KRD JN: 2019717.01 SHEET 1 OF 1

EXHIBIT 'A'
LAND DESCRIPTION
APN 306-02-294

A PORTION OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 41,

THENCE SOUTH 89° 49' 44" EAST A DISTANCE OF 450.62 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 13 TO A POINT ON THE EASTERLY LINE OF SAID PEAVINE TRAIL (WIDTH VARIES);

THENCE ALONG SAID EASTERLY LINE SOUTH 14° 06' 04" EAST A DISTANCE OF 877.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PERKINSVILLE ROAD (66.00 FEET WIDE) RECORDED IN BOOK 9, PAGE 49, MAPS AND PLATS OF SAID COUNTY, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 14° 06' 04" EAST A DISTANCE OF 3372.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1532.39 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE AN ARC LENGTH OF 669.28 FEET THROUGH A CENTRAL ANGLE OF 25° 01' 27";

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 10° 55' 22" WEST A DISTANCE A DISTANCE OF 505.25 FEET TO THE SOUTHERLY LINE OF SAID SECTION 13;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 50' 49" WEST A DISTANCE OF 152.69 FEET TO THE WESTERLY LINE OF SAID PEAVINE TRAIL;



THENCE ALONG SAID WESTERLY LINE NORTH $10^{\circ} 55' 22''$ EAST A DISTANCE OF 533.78 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1382.39 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WESTERLY LINE AN ARC LENGTH OF 603.76 FEET THROUGH A CENTRAL ANGLE OF $25^{\circ} 01' 27''$;

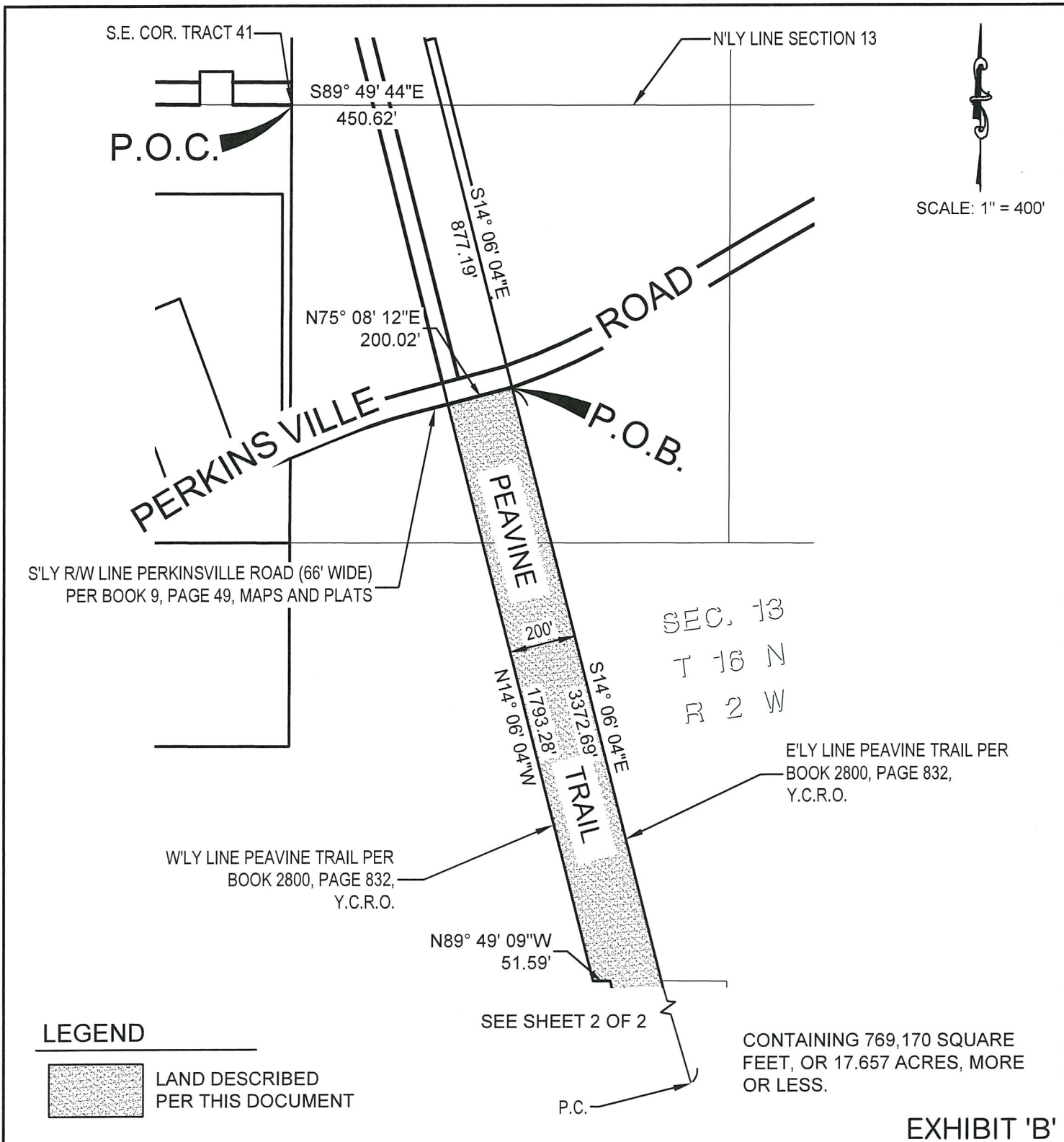
THENCE ALONG SAID WESTERLY LINE NORTH $14^{\circ} 06' 04''$ WEST A DISTANCE OF 1564.02 FEET TO THE SOUTHERLY LINE OF TRACT 50;

THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 49' 09''$ WEST A DISTANCE OF 51.59 FEET TO THE WESTERLY LINE OF SAID PEAVINE TRAIL;

THENCE ALONG SAID WESTERLY LINE NORTH $14^{\circ} 06' 04''$ WEST A DISTANCE OF 1793.28 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID PERKINSVILLE ROAD;

THENCE ALONG SAID SOUTHERLY LINE NORTH $75^{\circ} 08' 12''$ EAST A DISTANCE OF 200.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 769,170 S.F., OR 17.657 ACRES, MORE OR LESS.



Kenneth R. Davidson

Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

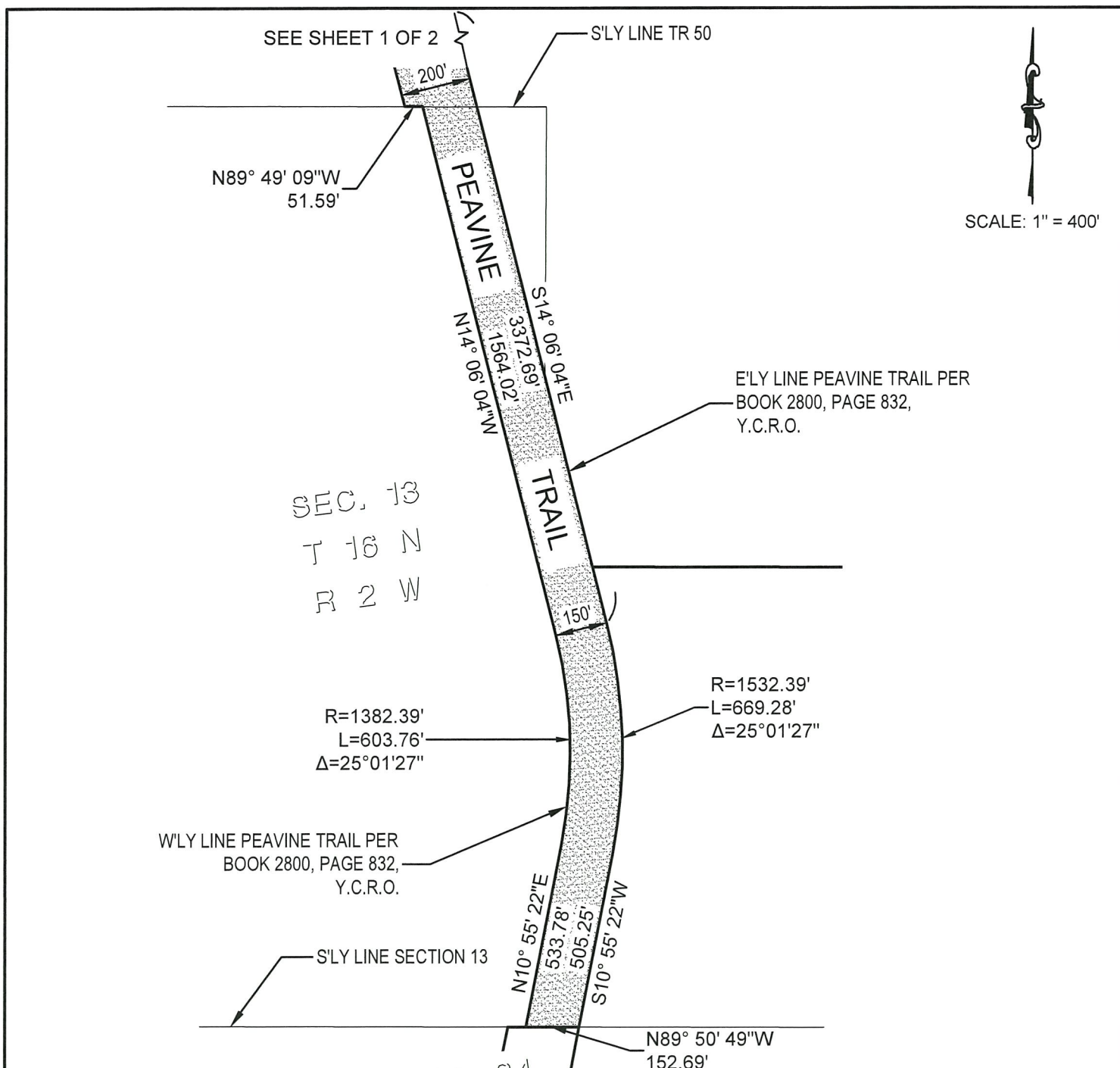
TOWN OF CHINO VALLEY, ARIZONA

APN 306-02-294

LAND DESCRIPTION

DE: KRD	CH: REA	DR: KRD	JN: 2019717.01	SHEET 1 OF 2
---------	---------	---------	----------------	--------------

X:\2019\2019\17\17-01-TOCV-Peavine-Trail\306-02-294.dwg | 9/30/2019 10:48 AM



SCALE: 1" = 400'

LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 769,170 SQUARE
FEET, OR 17.657 ACRES, MORE
OR LESS.

EXHIBIT 'B'



Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

TOWN OF CHINO VALLEY, ARIZONA

APN 306-02-294
LAND DESCRIPTION

DE: KRD CH: REA DR: KRD JN: 2019717.01 SHEET 2 OF 2

X:\2019\2019717-01-TOCV-Peavine Legal\DWG\Sheets\Peavine 306-02-294.dwg [5/30/2019 10:48 AM]

EXHIBIT 'A'
LAND DESCRIPTION
APN 306-02-295

A PORTION OF TRACT 45, SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 41,

THENCE SOUTH 89° 49' 44" EAST A DISTANCE OF 450.62 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 13 TO A POINT ON THE EASTERLY LINE OF SAID PEAVINE TRAIL (200.00 FEET WIDE), SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 49' 44" EAST A DISTANCE OF 30.96 FEET TO A POINT ON A LINE LYING PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF SAID EASTERLY LINE;

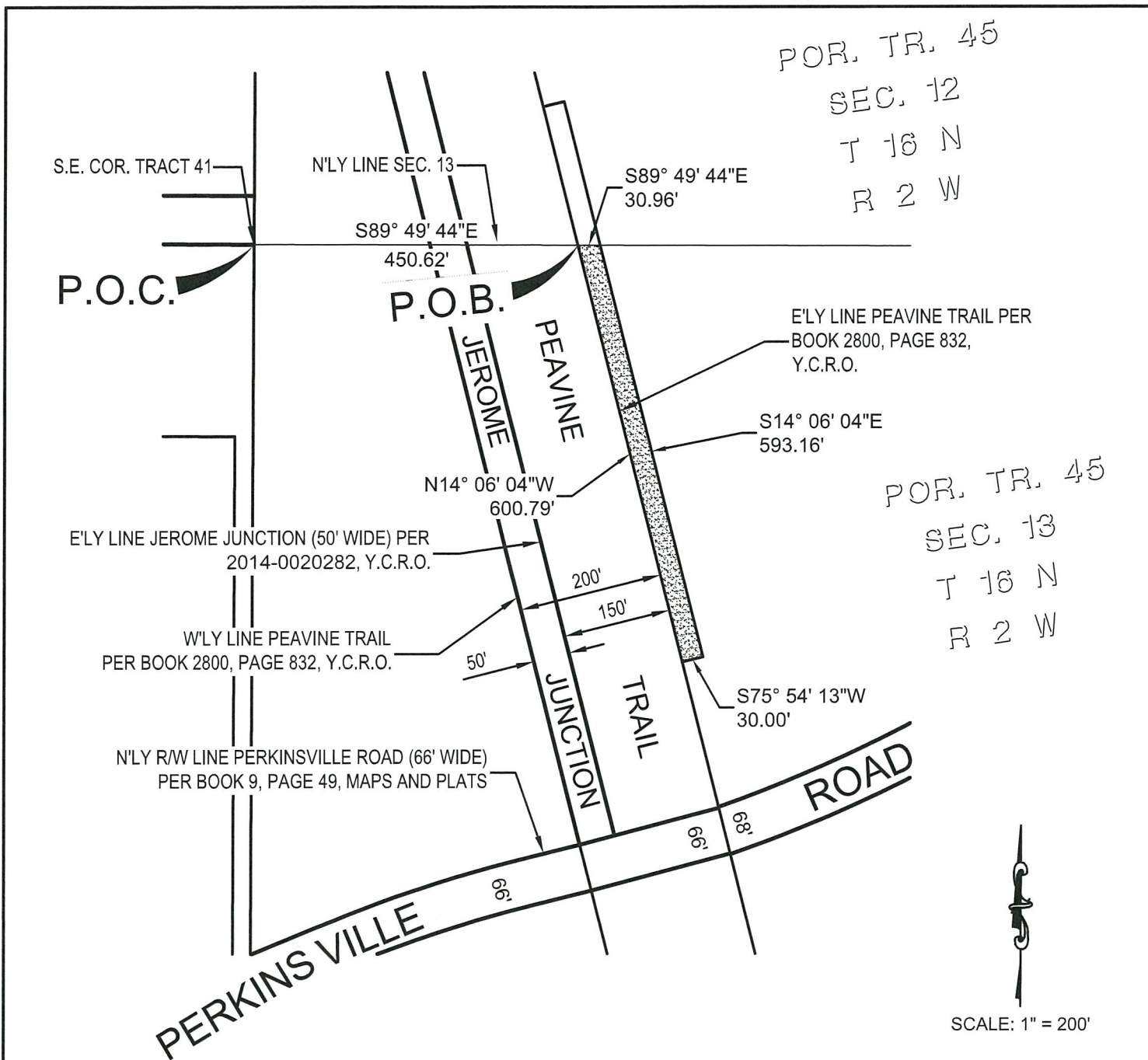
THENCE ALONG SAID EASTERLY LINE SOUTH 14° 06' 04" EAST A DISTANCE OF 593.16 FEET;

THENCE SOUTH 75° 54' 13" WEST A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF SAID PEAVINE TRAIL;

THENCE NORTH 14° 06' 04" WEST A DISTANCE OF 600.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 17,910 S.F., OR 0.411 ACRES, MORE OR LESS.





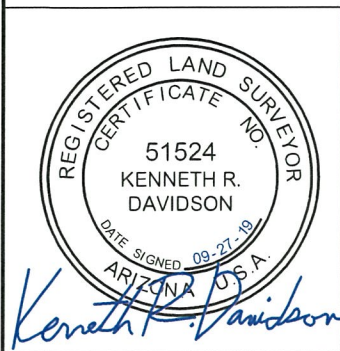
LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 17,910 SQUARE
FEET, OR 0.411 ACRES, MORE OR
LESS.

EXHIBIT 'B'



TOWN OF CHINO VALLEY, ARIZONA

APN 306-02-295
LAND DESCRIPTION

DE: KRD CH: REA DR: KRD JN: 2019717.01 SHEET 1 OF 1

EXHIBIT 'A'

LAND DESCRIPTION

APN 306-02-296

A PORTION OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24,

THENCE SOUTH 89° 50' 49" EAST A DISTANCE OF 1220.05 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 24 TO A POINT ON THE WESTERLY LINE OF THE PEAVINE TRAIL (200 FEET WIDE);

THENCE CONTINUING SOUTH 89° 50' 49" EAST A DISTANCE OF 203.59 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF SAID PEAVINE TRAIL;

THENCE ALONG SAID EASTERLY LINE SOUTH 10° 55' 22" WEST A DISTANCE OF 304.02 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 10° 55' 22" WEST A DISTANCE OF 2261.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 2764.79 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND EASTERLY LINE AN ARC LENGTH OF 604.04 FEET THROUGH A CENTRAL ANGLE OF 12° 31' 04";

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 01° 35' 42" EAST A DISTANCE OF 2149.00 FEET TO THE SOUTHERLY LINE OF SAID SECTION 24;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 30' 04" WEST A DISTANCE OF 200.13 FEET TO THE WESTERLY LINE OF SAID PEAVINE TRAIL;



THENCE ALONG SAID WESTERLY LINE NORTH $01^{\circ} 35' 42''$ WEST A DISTANCE OF 2141.68 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 2964.79 FEET;

THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY LINE AN ARC LENGTH OF 647.74 FEET THROUGH A CENTRAL ANGLE OF $12^{\circ} 32' 04''$;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH $10^{\circ} 55' 22''$ EAST A DISTANCE OF 2261.03 FEET;

THENCE SOUTH $79^{\circ} 04' 38''$ EAST A DISTANCE OF 200.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,006,450 S.F., OR 23,105 ACRES, MORE OR LESS.

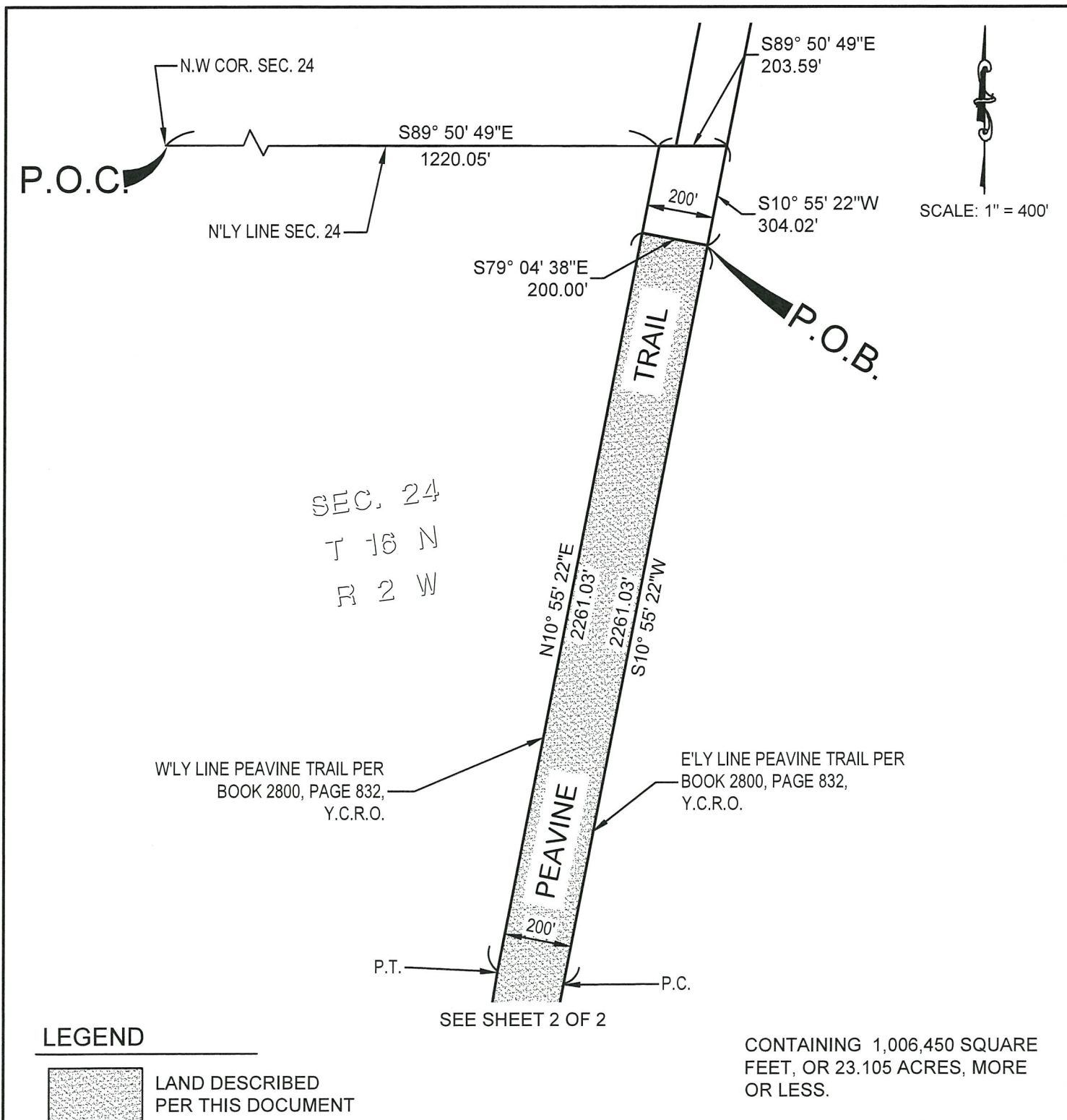
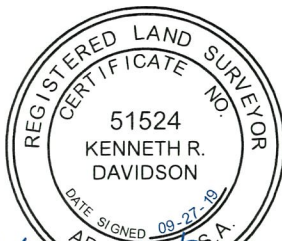
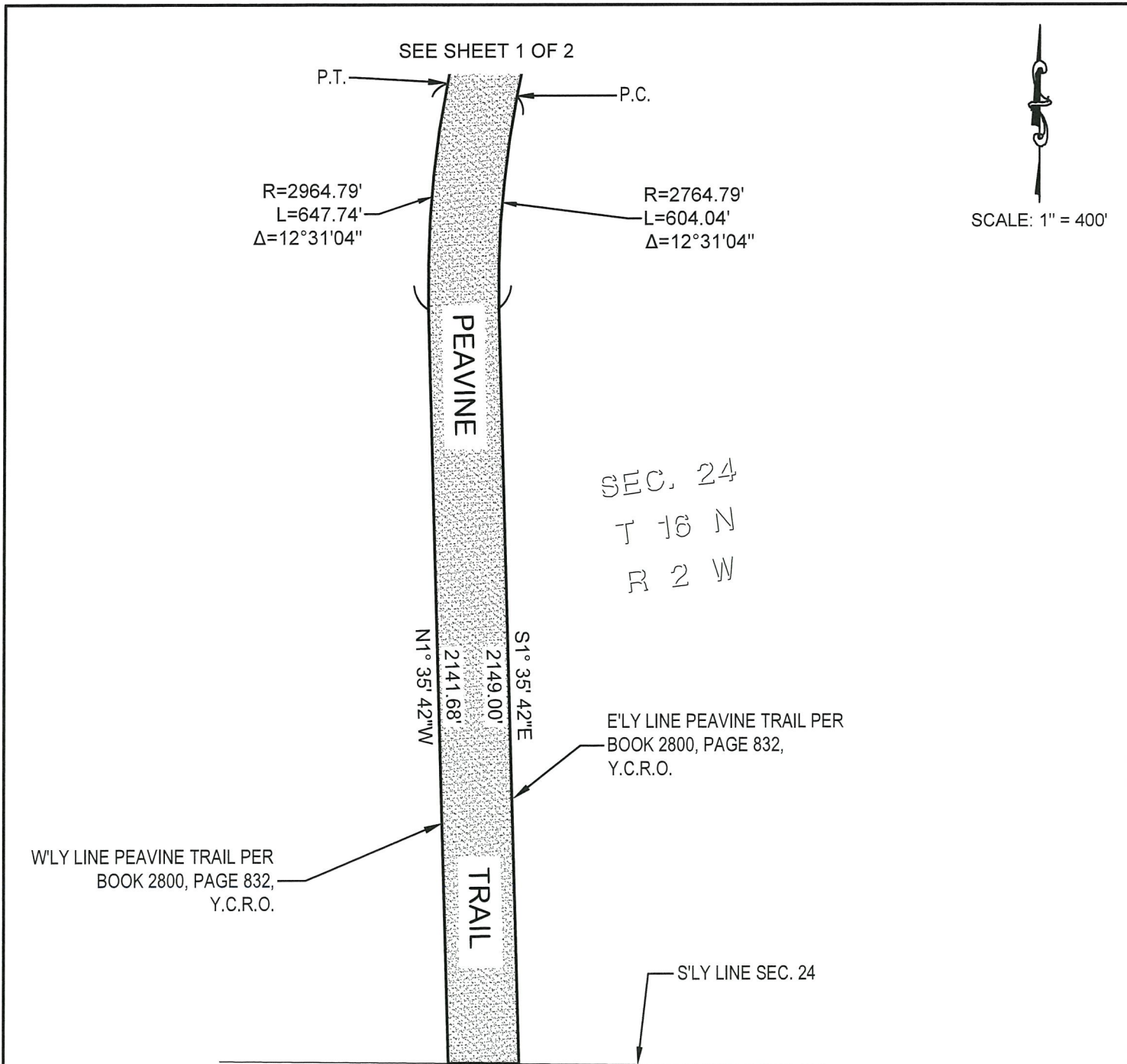


EXHIBIT 'B'

 <i>Kenneth R. Davidson</i>		 <i>Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona</i>		TOWN OF CHINO VALLEY, ARIZONA		
				APN 306-02-296 LAND DESCRIPTION		
DE: KRD	CH: REA	DR: KRD	JN: 2019717.01	SHEET 1 OF 2		

X:\2019\20191717-01-TOCV-Peavine Legal\DWG\Sheets\Peavine 306-02-296.dwg | 9/30/2019 10:19 AM



SCALE: 1" = 400'

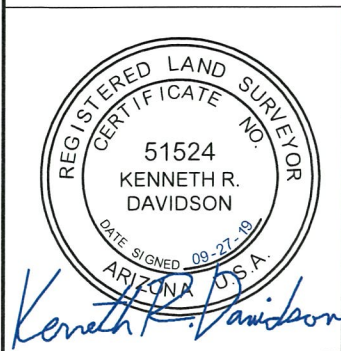
LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 1,006,450 SQUARE
FEET, OR 23.105 ACRES, MORE
OR LESS.

EXHIBIT 'B'



TOWN OF CHINO VALLEY, ARIZONA

**APN 306-02-296
LAND DESCRIPTION**

DE: KRD CH: REA DR: KRD JN: 2019717.01 SHEET 2 OF 2

X:\2019\20191717-01-TOCV-Peavine Legal\DWG\Sheets\Peavine 306-02-296.dwg | 19/09/2019 10:19 AM

EXHIBIT 'A'
LAND DESCRIPTION
APN 306-02-296A

A PORTION OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24,

THENCE SOUTH 89° 50' 49" EAST A DISTANCE OF 1220.05 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 24 TO A POINT ON THE WESTERLY LINE OF THE PEAVINE TRAIL (200 FEET WIDE), SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89° 50' 49" EAST A DISTANCE OF 203.59 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF SAID PEAVINE TRAIL;

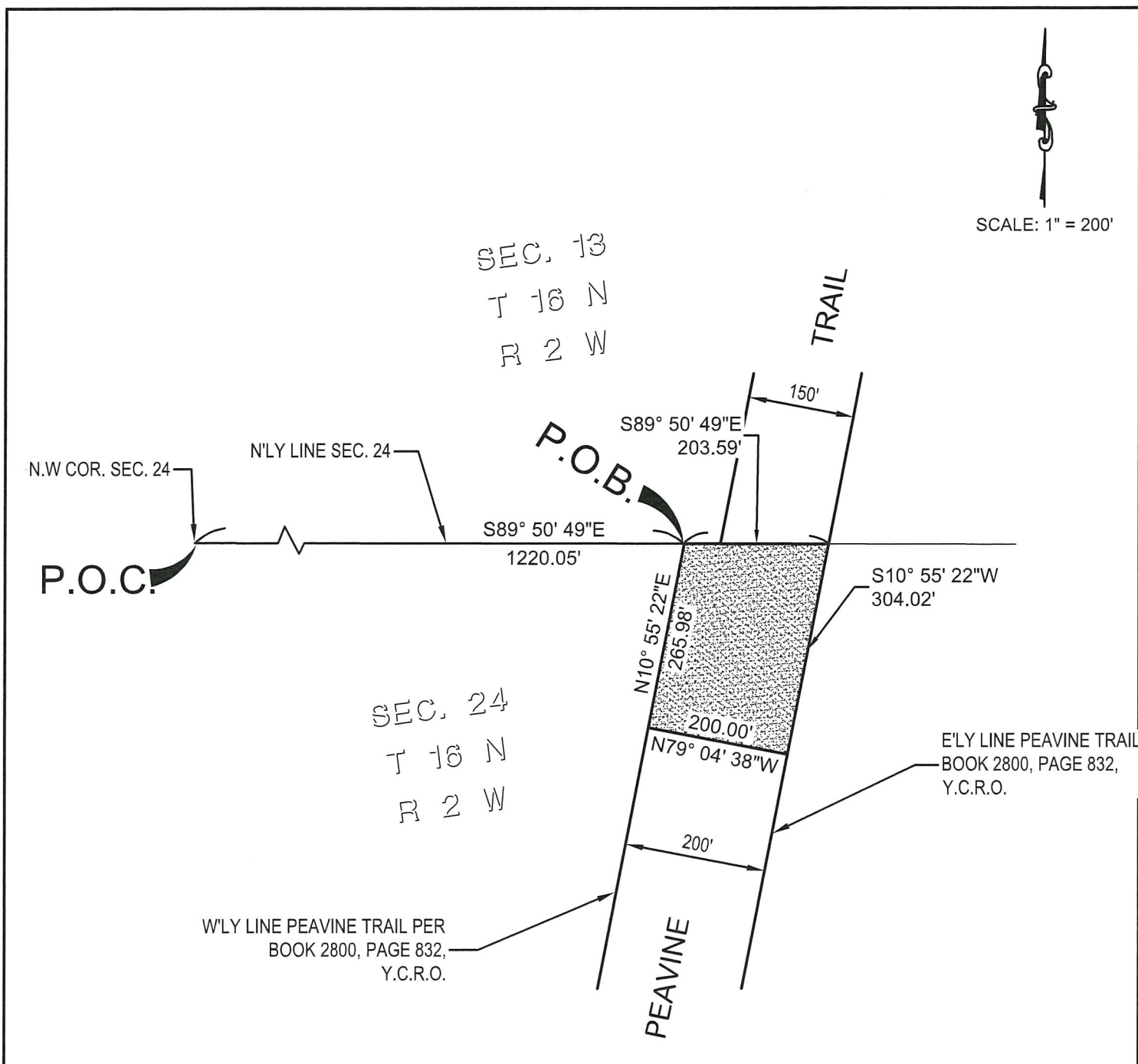
THENCE ALONG SAID EASTERLY LINE SOUTH 10° 55' 22" WEST A DISTANCE OF 304.02 FEET;

THENCE NORTH 79° 04' 38" WEST A DISTANCE OF 200.00 FEET TO THE WESTERLY LINE OF SAID PEAVINE TRAIL;

THENCE ALONG SAID WESTERLY LINE NORTH 10° 55' 22" EAST A DISTANCE OF 265.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 57,000 S.F., OR 1.309 ACRES, MORE OR LESS.





LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 57,000 SQUARE
FEET, OR 1.309 ACRES, MORE OR
LESS.

EXHIBIT 'B'

<i>Kenneth R. Davidson</i>	Civil, Water, Wastewater, Drainage, and Transportation Engineering Construction Management • Surveying California • Arizona	TOWN OF CHINO VALLEY, ARIZONA	
APN 306-02-296A LAND DESCRIPTION		DE: KRD	CH: REA
DR: KRD	JN: 2019717.01	SHEET 1 OF 1	

X:\2019\201917\17-01-TOCV-Peavine_Legal\DWG\Sheets\Peavine_306-02-296A.dwg | 9/30/2019 10:31 AM

EXHIBIT 'A'

LAND DESCRIPTION

APN 800-13-032P

A PORTION OF TRACT 45, SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL 200 FEET WIDE), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PEAVINE TRAIL WITH THE NORTHERLY RIGHT OF WAY LINE OF PERKINSVILLE ROAD (66 FEET WIDE) AS SHOWN ON RIGHT OF WAY MAP RECORDED IN BOOK 9, PAGE 49 OF MAPS AND PLATS OF SAID COUNTY;

THENCE NORTH 14°06'04" WEST A DISTANCE OF 864.72 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID SECTION 13;

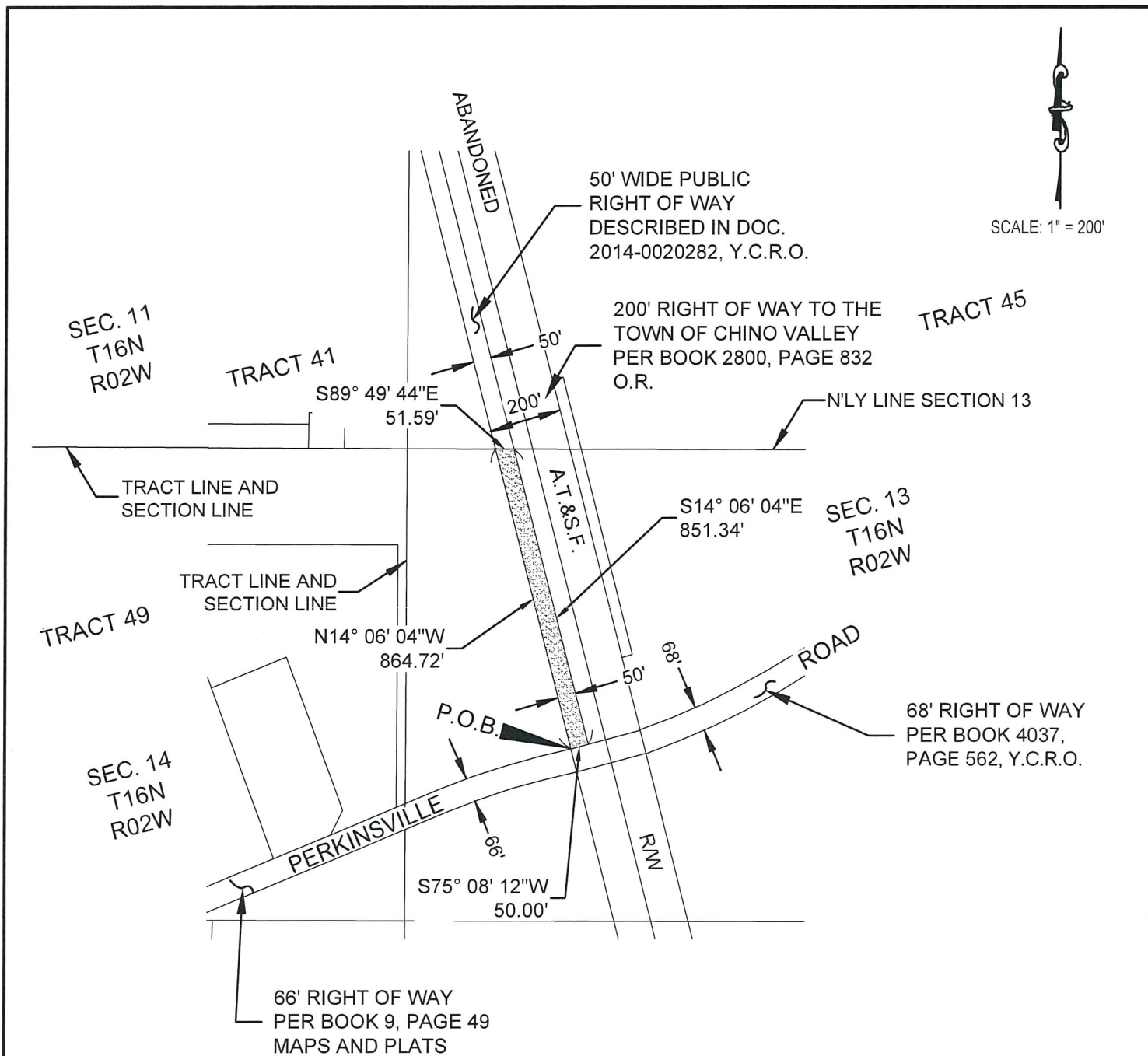
THENCE SOUTH 89°49'44" EAST A DISTANCE OF 51.59 FEET ALONG SAID NORTHERLY LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT 50.00 FEET (MEASURED AT RIGHT ANGLES) EASTERLY OF SAID WESTERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 14°06'04" EAST A DISTANCE OF 851.34 FEET TO THE NORTHERLY LINE OF SAID PERKINSVILLE ROAD;

THENCE SOUTH 75°08'12" WEST A DISTANCE OF 50.00 FEET ALONG SAID NORTHERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING 42,902 S.F., OR 0.985 ACRES, MORE OR LESS.





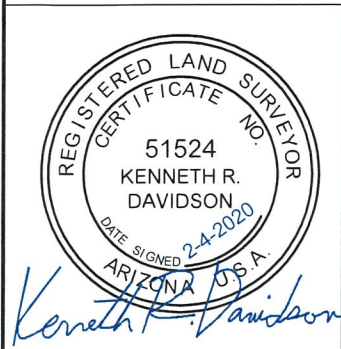
LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 42,902 SQUARE
FEET, OR 0.985 ACRES, MORE OR
LESS.

EXHIBIT 'B'



TOWN OF CHINO VALLEY, ARIZONA

APN 800-13-032P
LAND DESCRIPTION

DE: KRD CH: BT DR: KRD JN: 2020703.00 SHEET 1 OF 1

EXHIBIT 'A'

LAND DESCRIPTION

APN 800-13-031V

A PORTION OF TRACT 45, SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY (PEAVINE TRAIL 200 FEET WIDE), RECORDED IN BOOK 2800, PAGE 832, OFFICIAL RECORDS OF YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PEAVINE TRAIL WITH THE NORTHERLY RIGHT OF WAY LINE OF PERKINSVILLE ROAD (66 FEET WIDE) AS SHOWN ON RIGHT OF WAY MAP RECORDED IN BOOK 9, PAGE 49 OF MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 14°06'04" EAST A DISTANCE OF 66.01 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID PERKINSVILLE ROAD;

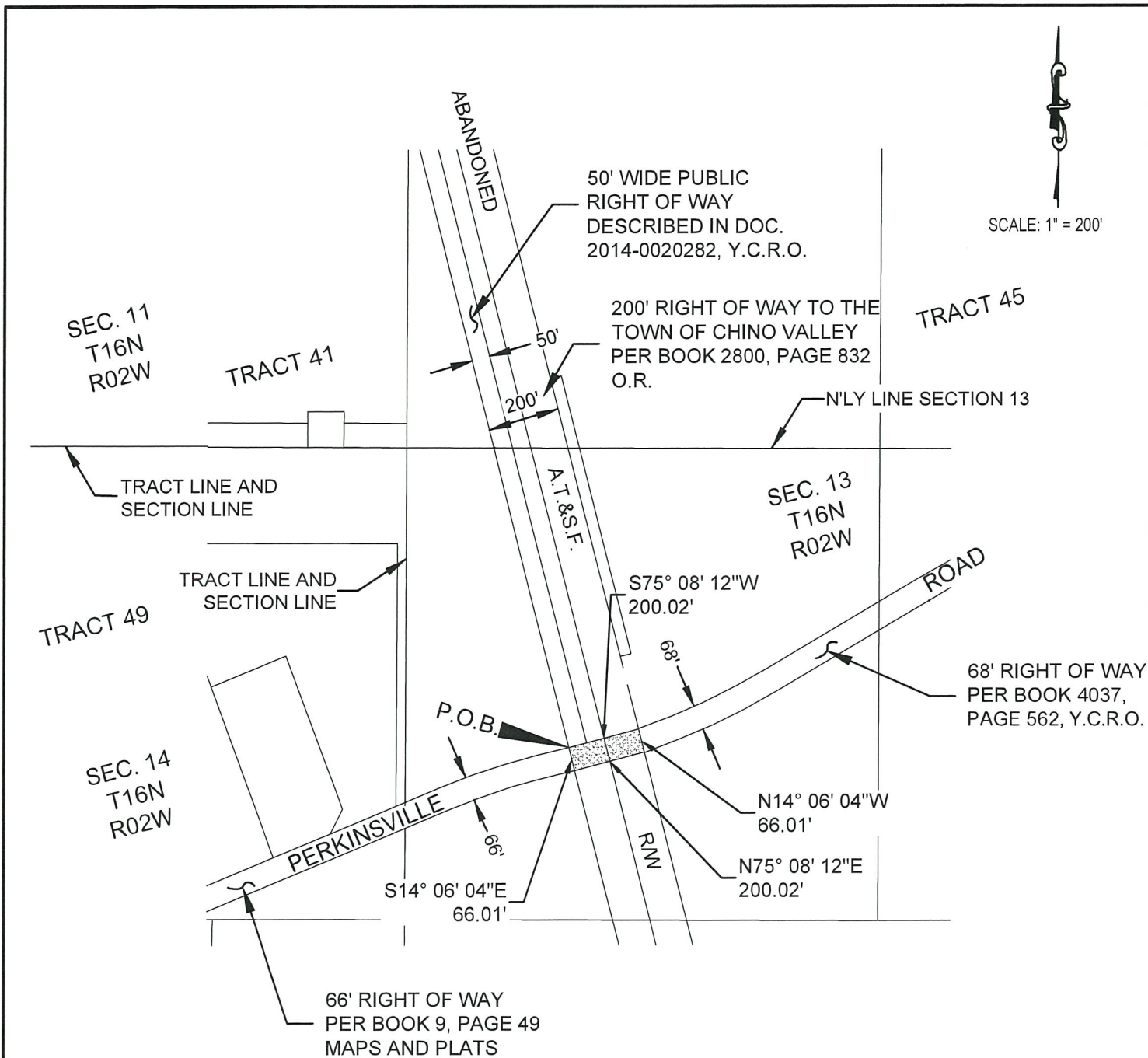
THENCE NORTH 75°08'12" EAST A DISTANCE OF 200.02 FEET ALONG SAID SOUTHERLY LINE TO THE INTERSECTION OF SAID SOUTHERLY LINE AND THE EASTERLY LINE OF SAID PEAVINE TRAIL;

THENCE NORTH 14°06'04" WEST A DISTANCE OF 66.01 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID PERKINSVILLE ROAD;

THENCE SOUTH 75°08'12" WEST A DISTANCE OF 200.02 FEET ALONG SAID NORTHERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING 13,200 S.F., OR 0.303 ACRES, MORE OR LESS.





SCALE: 1" = 200'

LEGEND



LAND DESCRIBED
PER THIS DOCUMENT

CONTAINING 13,200 SQUARE
FEET, OR 0.303 ACRES, MORE OR
LESS.

EXHIBIT 'B'



Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

TOWN OF CHINO VALLEY, ARIZONA

APN 800-13-031V
LAND DESCRIPTION

DE: KR D CH: BT DR: KR D JN: 2020703.00 SHEET 1 OF 1

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 02/25/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2019, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2019, as prepared by Henry & Horne, LLP, Certified Public Accountants.

SITUATION AND ANALYSIS:

Henry & Horne, LLP was retained by the Town to complete the audit for the fiscal year ended June 30, 2019.

The audit has been completed, and the final reports have been issued.

Other Pertinent Documents Available Upon Request:

Appendix 6c-A. A printed copy of the report has been provided to Council and pertinent staff separately. The report is available on the Town's website at <http://www.chinoaz.net/AgendaCenter> with the February 25, 2020, Council Meeting documents.

Fiscal Impact

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

Attachments

Expenditure Limitation Report

Financial Reports



TOWN OF CHINO VALLEY
REPORT ON AUDIT OF ANNUAL
EXPENDITURE LIMITATION REPORT
FOR THE YEAR ENDED JUNE 30, 2019

TOWN OF CHINO VALLEY
ANNUAL EXPENDITURE LIMITATION REPORT
FOR THE YEAR ENDED JUNE 30, 2019

CONTENTS

	<u>PAGE</u>
Independent Accountants' Report	1
Annual Expenditure Limitation Report - Part I	3
Annual Expenditure Limitation Report - Part II	4
Annual Expenditure Limitation Report - Reconciliation	5
Notes to Annual Expenditure Limitation Report	6



INDEPENDENT ACCOUNTANTS' REPORT

The Auditor General of the State of Arizona and
The Honorable Mayor and Town Council
of the Town of Chino Valley, Arizona

We have examined the accompanying Annual Expenditure Limitation Report of Town of Chino Valley, Arizona for the year ended June 30, 2019. The Town's management is responsible for presenting this report in accordance with the uniform expenditure reporting system as described in Note 1. Our responsibility is to express an opinion on this report based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether this report is presented in accordance with the uniform expenditure reporting system in all material respects. An examination involves performing procedures to obtain evidence about the amounts and disclosures in the report. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the report, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the Annual Expenditure Limitation Report of Town of Chino Valley, Arizona, referred to above is presented in accordance with the uniform expenditure reporting system as described in Note 1 in all material respects.

Henry + Horne, LLP

Tempe, Arizona
January 28, 2020

TOWN OF CHINO VALLEY
ANNUAL EXPENDITURE LIMITATION REPORT - PART I
Year Ended June 30, 2019

1	Economic Estimates Commission expenditure limitation	N/A
2	Voter-approved alternative expenditure limitation (Approved August 16, 2016)	<u>\$24,525,200</u>
3	Enter applicable amount from line 1 or line 2	\$24,525,200
4	Amount subject to the expenditure limitation (total amount from Part II, Line C)	15,259,569
5	Board-authorized expenditures necessitated by a disaster declared by the Governor (Article IX, Sec. 20(2)(a), Arizona Constitution)	N/A
6	Board-authorized expenditures necessitated by a disaster not declared by the Governor (Article IX, Sec. 20(2)(b), Arizona Constitution)	N/A
7	Prior-year voter-approved expenditures to exceed the expenditure limitation for the reporting fiscal year (Article IX, Sec. 20(2)(c), Arizona Constitution)	<u>N/A</u>
8	Subtotal	15,259,569
9	Board-authorized excess expenditures for the previous fiscal year neccessitated by a disaster not declared by the Governor and not approved by the voters (Article IX, Sec. 20(2)(b), Arizona Constitution)	N/A
10	Total adjusted amount subject to the expenditure limitation	<u>15,259,569</u>
11	Amount under (in excess of) the expenditure limitation (If excess expenditures are reported, provide an explanation)	<u>\$ 9,265,631</u>

I hereby certify, to the best of my knowledge and belief, that the information contained in this report is accurate and in accordance with the requirements of the uniform expenditure reporting system.

Signature of Chief Fiscal Officer: _____

Name and Title: Joe Duffy, Finance Director

Telephone Number: (928) 636-2646

Date: January 28, 2020

TOWN OF CHINO VALLEY
ANNUAL EXPENDITURE LIMITATION REPORT - PART II
Year Ended June 30, 2019

Description	Governmental Funds	Enterprise Funds	Total
A. Amounts reported on the Reconciliation Line D	<u>\$12,966,502</u>	<u>\$ 2,293,067</u>	<u>\$15,259,569</u>
B. Less exclusions claimed:			
1 Bond proceeds	-	-	-
Debt service requirements on bonded indebtedness	-	-	-
Proceeds from other long-term obligations	-	-	-
Debt service requirements on other long-term obligations	-	-	-
2 Dividends, interest and gains on the sale or redemption of investment securities	-	-	-
3 Trustee or custodian	-	-	-
4 Grants and aid from the Federal government	-	-	-
5 Grants, aid, contributions, or gifts from a private agency, organization, or individual except amounts received in lieu of taxes	-	-	-
6 Amounts received from the State of Arizona	-	-	-
7 Quasi-external interfund transactions	-	-	-
8 Amounts accumulated for the purchase of land, and the purchase or construction of buildings or improvements	-	-	-
9 Highway user revenues in excess of those received in fiscal year 1979-80	-	-	-
10 Contracts with other political subdivisions	-	-	-
11 Refunds, reimbursements, and other recoveries	-	-	-
12 Voter-approved exclusions not identified above (attach resolution)	-	-	-
13 Prior years carryforward	<u>-</u>	<u>-</u>	<u>-</u>
14 Total exclusions claimed	<u>-</u>	<u>-</u>	<u>-</u>
C. Amount subject to the expenditure limitation (If an individual fund type amount is negative, reduce exclusions claimed to net to zero.)	<u>12,966,502</u>	<u>2,293,067</u>	<u>15,259,569</u>
	<u>\$12,966,502</u>	<u>\$ 2,293,067</u>	<u>\$15,259,569</u>

TOWN OF CHINO VALLEY
ANNUAL EXPENDITURE LIMITATION REPORT - RECONCILIATION
Year Ended June 30, 2019

	Description	Governmental Funds	Enterprise Funds	Total
A.	Total expenditures/expenses/deductions and applicable other financing uses, special items, and extraordinary items reported within the fund based financial statements	<u>\$12,966,502</u>	<u>\$ 2,864,873</u>	<u>\$15,831,375</u>
B.	Subtractions			
1	Items not requiring use of working capital:			
	Depreciation	-	1,350,320	1,350,320
	Loss on disposal of capital assets	-	-	-
	Bad debt expense	-	29,484	29,484
	Claims incurred but not reported	-	-	-
	Landfill closure and postclosure care costs	-	-	-
	Pension Expense	-	26,825	26,825
2	Expenditures of separate legal entities established under Arizona Revised Statute	-	-	-
3	Present value of net minimum capital lease and installment purchase contract payments recorded as expenditures at inception of the agreements	-	-	-
4	Involuntary court judgments	-	-	-
5	Total subtractions	<u>-</u>	<u>1,406,629</u>	<u>1,406,629</u>
C.	Additions:			
1	Principal payments on long-term debt	-	727,514	727,514
2	Acquisition of capital assets	-	79,337	79,337
3	Claims paid in current year but reported as expenses incurred but not reported in prior years	-	-	-
4	Landfill closure and postclosure care costs paid in the current year but reported as expenses in previous years	-	-	-
5	Pension contributions	-	27,972	27,972
6	Total additions	<u>-</u>	<u>834,823</u>	<u>834,823</u>
D.	Amounts reported on Part II, Line A	<u>\$12,966,502</u>	<u>\$ 2,293,067</u>	<u>\$15,259,569</u>

TOWN OF CHINO VALLEY, ARIZONA
 NOTES TO ANNUAL EXPENDITURE LIMITATION REPORT
 Year Ended June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Annual Expenditure Limitation Report (AELR) is presented as prescribed by the Uniform Expenditure Reporting System (UERS), as required by Arizona Revised Statutes §41-1279.07, and in accordance with the voter-approved alternative expenditure limitation adopted August 16, 2016, as authorized by the Arizona Constitution, Article IX, §20 (9).

In accordance with the UERS requirements, a note to the AELR is presented below for any exclusion claimed on part II and each subtraction or addition in the Reconciliation that cannot be traced directly to an amount reported in the fund financial statements. All references to financial statement amounts in the following notes refer to the Statement of Revenues, Expenditures, and Changes in Fund Balances for the Governmental Funds, Statement of Revenues, Expenses, and Changes in Net Position for the Proprietary Funds, Statement of Cash Flows for the Proprietary Funds and the Statement of Changes in Fiduciary Net Position for the Fiduciary Funds.

NOTE 2 RECONCILIATION DEDUCTIONS AND ADDITIONS

The deductions for depreciation, bad debt expense, and pension expense and the additions for principal payments, the acquisition of capital assets, and pension contributions are all provided in the Statement of Revenues, Expenses, and Changes in Fund Net Position for the proprietary funds; the Statement of Cash Flows for the proprietary funds and the financial statement footnotes 4, 5, and 8.

The addition of \$727,514 for principal payments on long-term debt in the Enterprise Funds consists of \$50,000 paid on bonds payable and \$633,014 paid on loans payable, and \$44,500 paid on capital lease payable during the current fiscal year. The addition for the acquisition of capital assets consists of \$79,337 paid for various capital assets in the Water and Sewer funds.

The subtraction of \$26,825 for pension expense consists of the change in the net pension liability recognized in the current year in the Enterprise Funds. The addition of \$27,972 for pension contributions paid in the current year consists of the required pension contributions made to the Arizona State Retirement System from the Enterprise Funds.

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. d.

Meeting Date: 02/25/2020
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to establish the Council Ad Hoc Town Manager Recruitment Subcommittee, and approve Charter for the same, to address succession planning for the position of Town Manager.

RECOMMENDED ACTION:

Establish the Council Ad Hoc Town Manager Recruitment Subcommittee, consisting of Mayor Croft, Vice-Mayor Miller, and Councilmember Perkins, and approve Charter for the same, to address succession planning for the position of Town Manager.

SITUATION AND ANALYSIS:

Town Manager Cecilia Gritman has informed the Council that she intends to retire in March, 2021. The fact that she provided notice this far in advance gives Council ample opportunity to work on a succession plan and recruitment for the position. The Mayor proposes to establish an ad hoc recruitment subcommittee to assist the Human Resources Department and Council with the recruitment process.

Human Resources Director Laura Kyriakakis will be the staff liaison for the subcommittee. Three Councilmembers will serve on the subcommittee: Mayor Croft, Vice-Mayor Miller, and Councilmember Perkins.

Fiscal Impact

Attachments

Draft Subcommittee Charter

DRAFT

Town of Chino Valley
 COUNCIL SUBCOMMITTEE CHARTER:
AD HOC TOWN MANAGER RECRUITMENT SUBCOMMITTEE

SUBCOMMITTEE'S PURPOSE:	To assist the Human Resources Department and Town Council with the recruitment process for the position of Town Manager.
MEMBERSHIP:	3 members, appointed by the Council
QUORUM:	2 members
OFFICERS:	Chair, appointed by Mayor
MEETING FREQUENCY:	<u>TBD</u> by Subcommittee
MEETING DAY & TIME:	<u>TBD</u> by Subcommittee
MEETING LOCATION:	Council Chambers Conference Room 202 N. State Route 89
STAFF LIAISON:	Human Resources Director
LIAISON'S RESPONSIBILITIES:	• Meeting agenda • Meeting packet, if applicable • Council agenda staff reports
TOWN CLERK'S OFFICE RESPONSIBILITIES:	• Final meeting agenda • Meeting Minutes
MEETING AGENDA HEADINGS:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) OLD BUSINESS 5) NEW BUSINESS 6) ADJOURN



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. e.

Meeting Date: 02/25/2020

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

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 28, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the January 28, 2020, regular meeting minutes.

Attachments

January 28, 2020 minutes

DRAFT

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

**TUESDAY JANUARY 28, 2020
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, JANUARY 28, 2020.

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

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittman; Town Attorney Andrew McGuire; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Assistant Planner Will Dingee; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a) Presentation and update by Deborrah Miller, Community Relations Project Manager with ADOT, regarding the traffic signal at the Road 1 North / State Route 89 intersection and public outreach efforts. (Cecilia Grittman, Town Manager)

Deborrah Miller, Community Relations Project Manager for Arizona Department of Transportation, presented the following:

- The new Road 1 North and State Route (SR) 89 intersection traffic signal will have traffic detection sensors. There will be a new right turn lane installed on northbound SR 89 to East Road 1 North, construction of left turn lanes, and widening of SR 89 at Road 1 North.
- The purpose of the project was to relieve the traffic congestion at the intersection and to improve the turning movements.
- Community outreach had included meetings with business stakeholders in the area to discuss impact of the project and right of way issues. In May and June of the current year, there will be informational open house meetings open to the public, with detailed maps, and ADOT and Town staff will be available to answer questions.
- Project updates and information could be found on the ADOT government webpage under northwest district projects. Since federal funds were involved, there will be a 30-day comment period and comments can be left through the website. Traffic alerts will also be on the website or can be delivered directly to personal emails.

John Litteer, project Development Engineer, presented the following:

- The project design was at 95% completion, in the final stages of design.
- They were currently working with utility companies and right of way group for acquisition. Right of way clearance should happen at the end of March 2020, at which time utility relocations will begin. They were currently coordinating with APS on the overhead relocations of the high-powered line in the area.
- The current cost estimate was approximately \$1.1 million dollars, with funding as a joint project between ADOT, Chino Valley, Yavapai County, and CYMPO.
- Project construction will be advertised in June and construction could start as soon as October 2020.
- While the construction contract will require no daytime lane closures on SR 89, there will be intermittent closures on Road 1 North, from a couple of days to a week. There will be intermittent night work required. The contract will ensure access to the local businesses will be maintained throughout the construction period. The majority of road work will be on the east and west legs of Road 1 North and there will be work on SR 89 to widen it to include the north bound right turn lane.
- The City of Prescott was improving their access to their well site, east of this project, on Road 1 North. Their project was at 90% design and the majority of their work will be on the well site property. The two projects were being coordinated so that there would be only one construction project going on at one time.

Council asked about having a medical center right turn only. The ADOT representatives stated that there will not be a right turn only out of the medical center. They had considered posting a sign that would restrict left turns, but they were expecting to evaluate that after the signal was installed to see if there were improvements.

Public Works Director Marbury commented that there had been questions about the Town not going to the end of Road 1 North during the Town's road project. He explained that the ADOT project would cover the portion of road the Town had not addressed, and the Town did not want to spend money on a project that would be addressed by the upcoming traffic signal project.

b) Presentation of architect's rendering for the 9/11 memorial upgrades at the Shooting Range.(Cecilia Grittmann, Town Manager)

Police Chief Chuck Wynn reported that there was an effort to move towards improving the 9/11 memorial monument located at the shooting range. Larry Holt was leading the effort and Celia Vanderbilt had donated her time for the architectural design.

Larry Holt introduced his project partners, Regina Pecoraro and John Stankewics, and presented photos of the site before and after a community work day, and a rendering of the future improvements. He spoke about the project as follows:

- To fund further improvements, the group was selling memorial bricks through the Police Foundation. Each brick will be used to help pave the way into the memorial site. Bricks were \$75 each, which included engraving. No Town dollars were being used to fund the project. The goal was to have it complete by the 9/11 20th Anniversary in 2021 for a rededication ceremony.
- Two benches had been donated by ACE Hardware and there were already brick orders made that were from outside the Town. He explained the construction process and stated

that the first pavers will be laid in the upcoming week.

- Anyone wanting to contribute or help should contact him.

c) Presentations by Lorette Brashear, Director, Chino Valley Area Chamber of Commerce, regarding:

- Business of the Quarter
- Chino Valley job fair
- Quarterly report to Council

Business of the Quarter

Dr. Karla Phillips, Chamber Board Chair, introduced Board Members Chair-Elect Rhonda Smith, Advisory Board Member Kay Jones, Past Chair Wendy McManigal, and Mayor Croft, and related that the Chamber was partnering with the Town to recognize businesses, regardless of Chamber membership, that had been a strong community contributor. She presented the current quarter award to Olsen's Grain, which was represented by Michelle Gronek, Kathy Barnes, Mike Olsen and Joram Ross.

Mike Olsen thanked everyone for the award, stated that Olsen's was in its 41st Year of business in Town, and thanked his employees for continuing the business services as he scaled back his time.

Chino Valley Job Fair

Katherine Anderson with Yavapai College Regional Economic Development Center, reported that:

- The Job fair will be held February 21 at Chino Valley High School from 11:00-2:00, with early admission being provided to veterans, job seekers over 55, and people with disabilities.
- The cost was only \$65 and 44 companies had signed up to attend thus far. Last year there had been 55 companies participating, 231 people that attended, and 32 people who got a job as a result. Last year there had been the job fair and at least 32 people got a job as a result.
- A job fair preparation class will be held by Arizona At Work on February 18 to teach job fair resume, interview, and job search skills.

Chamber Quarterly Report

Lorette Brashear presented the Quarterly Report:

- The Chamber had 260 members and was averaging four to five new members per month. After years of absence, previous Chamber members were returning to membership.
- The Chamber began a podcast in conjunction with the Town last April, launched a YouTube channel that runs ads for local businesses, and was going to launch a new website in February.
- The ambassador program that had become extinct was restarted last week with 17 new ambassadors in attendance at the first meeting.
- New events were Men in Business and a family mixer night to be held in June.
- Chamber Road Trips included Cottonwood and Verde Valley to obtain new ideas. The next trip will be to Payson, which had a great volunteer program.

Ms. Brashear introduced Stephen Mize, the new Community Volunteer Program Manager, who

reported that his main objective was to coordinate with local businesses and partners that were in need of volunteers and set them up with the Chamber volunteers.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

3) CALL TO THE PUBLIC

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

The following spoke in opposition to the Brook Apartments:

- Ms. McFadzen spoke about the history of the parcel with regard to a conditional use permit (CUP) granted to Matthew and Rebecca Bates on the subject property in May 1996 for operation of an assisted living care facility in the MR-1 zoning district. She asked: (i) if the conditional use permit 06-669, which had a 10-year limit, had expired in 2016; (ii) if the CUP was part of the warranty deed conveyed by the Bates' to the LLC in 2007, and did expire in 2017; and (iii) the Town's Development Director and the Planning and Zoning Commission to help the public find out if all the documents that related to what became the Brook Apartments had been satisfied. She did not believe the apartments would it resemble what the General Plan lined out for the area.
- Larry Holt commented on possible false advertising by the developers on their website; the developer moving the property lines so that the property could be subdivided to build more apartments; fire-fighting apparatus for a three-story structure being 25 minutes away; and possible liability to the Town. He requested Council consider an emergency ordinance to prevent all three-story structures.
- Caroline Strickroth thanked Council for supporting the Grove neighbors during hearings on this project. She also asked about documentation with regard to the previously-approved assisted living CUP, as to granting the Bates' the original 99 units and when it became Brooke Apartments.
- Cindy Cole opposed the project due to density, noise and traffic. She did not believe apartments should be in a custom neighborhood where developers had certain criteria to keep the neighborhood above average and felt the neighborhood would be ruined.

James Brumbaugh spoke about a problem with 22 cats attacking and ruining his front porch and no standards to help him. He believed cats should be regulated like dogs were.

Regina Pecoraro spoke about the upcoming Desert Brutality competition at the shooting range and noted that the public range would still be open to the public.

Ryan Roberts spoke about clearing his name after being accused of doing illegal splits. Regarding lot splits in general, he disagreed with the Town using the State's definition of

subdivision by creating a street, as that definition referred to a duly recorded plat, not a lot split, which was recorded on a land survey. Such a standard would be the first time it was used in the Town or any town in the state because it was not true. He felt the Town was trying to find loopholes to stop the land splits, which was a property owners right, and people might sue the Town to act on their rights.

Beth Vicory, Eagle Level Frontier Girl, spoke about her current project, a fundraiser for the 9/11 Memorial plaque, donors thus far, participation by the Arizona Cardinals, design of the plaque, and an upcoming fundraiser. She hoped to have the plaque completed within the next year.

4) **RESPONSE TO THE PUBLIC**

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

- a) Comments regarding certain lot splits and associated regulations.

Mayor Croft reported that staff had placed all lot split applications on hold to evaluate what appeared to be a violation of the subdivision ordinance. Multiple property owners were acting in concert to split their land in series of lot splits that would have created the first nine blocks of a 32-lot development. These lots lacked the necessary subdivision infrastructure including streets, curbs, gutters, sidewalks, draining and drainage plans or any connection to the utilities located at Center Street adjacent to the development. The Town had invested taxpayer money in providing and extending water and sewer throughout the Town. These serial lot splits undermined the Town's ability to connect lots to existing utilities and to ensure purchasers that lots have safe and reliable streets and all-weather access for vital public safety services. After evaluating all the pending applications, the Town has processed those applications that did not create new subdivisions, while those that were part of the group that created an improved subdivision were denied. Going forward, the Town would require all lot splits that create a street, including an easement, to go through the subdivision process. This would help protect the infrastructure investment made by taxpayers and personal investments of purchasers of the lots.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Councilmember Best reported that the completed 50th Town Anniversary book was available for \$30 at the Town Library, Senior Center, Town Hall and Chamber of Commerce.

- b) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

- c) Status report by Development Services Director Joshua Cook regarding building permit statistics and Unified Development Ordinance updates.

Mr. Cook reported that, during the second quarter of 2020, building permits were down from the first quarter, but the total valuation increased by more than \$1 million. The number of citations had gone up, but the total number of code cases opened had decreased.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve consent agenda items 6(a), (b) and (c).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the Professional Services Agreement with Civiltec Engineering, Inc. for engineering services related to the improvements of Rodeo Drive in the amount of \$89,643.00. (Frank Marbury, Public Works Director/Town Engineer)
- b) Consideration and possible action to remove Policy #815 Binding Arbitration, revised April 2, 2003, from the Town of Chino Valley Personnel Policy and Administrative Guideline Manual. (Laura Kyriakakis, Human Resources Director)
- c) Consideration and possible action to approve the Financial Report for the six months ending December 31, 2019. (Joe Duffy, Finance Director)

7) **ACTION ITEMS**

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

- a) Consideration and possible action to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL–Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”). (Joshua Cook, Development Services Director)

Recommended Action: Adopt Ordinance 2020-878 to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL–Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”).

Mr. Cook reported that:

- This was presented at a study session in October and was based on Council recommendations. Legal counsel and staff drafted the text changes as proposed and recommended by the Town Council. On December 10, Council reviewed it again and advised staff to proceed on the language that was presented.
- At the public hearing before the Planning Commission on January 7, the Commission made minor changes, and based on conversations with Mr. Tom Payne, words were added or deleted for clarity. This included pennants and banners in auxiliary signage, with sign banners being temporary or auxiliary. The Commission recommended unanimously to forward the item to Council with their minor changes.
- The process for signs was as follows: A new business would apply for a temporary sign, which was good for up to six months, at which time a permanent sign was required. The allowable size was based on zoning. Once the permanent sign was in, the business was automatically allowed to have the auxiliary sign.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins Town Clerk Jami Lewis explained the original motion had to be amended. The Council had received a memo with a recommended updated motion because the ordinance had to be restructured.

Vice-Mayor Miller and Councilmember Perkins withdrew their motion and second.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to adopt Ordinance 2020-878, adopting by reference the “Amendments to the Town of Chino Valley Unified Development Ordinance (Temporary Sign Provisions), Dated January 28, 2020”; and amending the Chino Valley Town Code Title XV Land Usage, Chapter 154 Unified Development Ordinance, to replace portions of the UDO relating to temporary signs.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

**The motion was amended to adopt Ordinance 2020-878, adopting by reference the "Amendments to the Town of Chino Valley Unified Development Ordinance (Temporary Sign Provisions), Dated January 28, 2020"; and amending the Chino Valley Town Code Title XV Land Usage, Chapter 154 Unified Development Ordinance, to replace portions of the UDO relating to temporary signs.*

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:02 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember
Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 28th day of January, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Jami C. Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. f.

Meeting Date: 02/25/2020

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 11, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the February 11, 2020, regular meeting minutes.

Attachments

February 11, 2020 draft minutes

DRAFT

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

**TUESDAY, FEBRUARY 11, 2020
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 11, 2020.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire; Economic Development Project Manager Maggie Tidaback; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Water Resources Consultant Mark Holmes; Police Officer Fernando Silva (Sergeant-At-Arms); Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Erin Deskins; Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

3) **CALL TO THE PUBLIC**

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

Donna Armstrong spoke about AARP offering free tax preparation at the Library. She also encouraged residents to complete the census form, as each person was worth \$2000 and it might result in Arizona gaining an additional congressional seat.

Randy Odum, Bright Star community resident, spoke about an ongoing issue for the last two years with vandalism in their park and the police being unable to assist due to it being private land. Also, people were dumping dirt, gravel, and cement materials inside and outside of the community, and telling residents that there were no laws against it. Town Code Enforcement could not find anything to prevent it.

Beverly Swanty, representing the Chino Valley Elks Club, spoke about the Elks donating

\$261,000 to the community in time and money over the last 15 years. Programs included clothes for a child, child transportation, dictionaries for third graders, food bank donations, the library reading program, blood drives, pancake breakfast for the vets, and many others.

4) **RESPONSE TO THE PUBLIC**

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

- a) Questions and comments about the Brook Apartments property's history and concerns with the current planned development.

Development Services Director Cook reported that he would be addressing persistent questions and sometimes inaccurate information being spread about the property located off Road 2 North and south of a platted commercial subdivision.

Current zoning, including the effect of an expired conditional use permit (CUP): The Council had rezoned the property on August 2006 to a split zone SR-2/MR-1 zoning district. In November 2006 the property was divided into two separate parcels with their own zoning designation. The western parcel was zoned SR-2 and the current Brooks Apartment property was zoned MR-1. The designations had not changed. The Council granted a CUP for the MR-1 property to allow for an assisted living facility, which expired after ten years, but the expiration did not affect the underlying zoning of MR-1, which entitled the owner to develop it according to the list of uses found in the Town Unified Development Ordinance (UDO).

Access to the Brook Apartments: Access to the property was through Hawks Nest Trail, a platted street, even though the commercial subdivision to the North had not been developed. Streets in a commercial subdivision were built at the time of the platting or built later by the developer or the Town using the funds provided by the developer through bonding. In this case, neither the developer nor the Town had the need to construct the street. Regardless, Hawks Nest Trail provided ingress and egress for the MR-1 property and the Town would require Brooks Apartments to make the necessary improvements to complete Hawk Nest Trail including paved street, curb, gutter and sidewalk prior to allowing occupancy to the project.

Claims made by property owners as to uses allowed on the property and proposed development: The Town did not regulate the content of private websites like the one listing the future development of the Brooks Apartments. Although inaccurate and disingenuous, the claims did not change the existing MR-1 zoning of the property. Even though the Council voted 'no' on a Planned Area Development rezone of the property, the property was still subject to the MR-1 zone and was entitled through the zoning classification under UDO Section 3.13 to develop apartments. Based on the square footage of the property, the allowed density was 99.462 units.

The MR-1 property owners have submitted for a site plan review of a 96-unit apartment complex, and even though not required, they have decided to maintain an 80-foot setback as shown on the previously denied PAD proposal, even though per the MR-1 zoning, setbacks could be as small as 20 foot side and 10 foot rear. Site plan approvals were administrative and would not be reviewed by the Council.

Claims that the fire department does not have apparatus to fight an apartment fire: During the PAD review by Council, fire personnel stated that the appropriate apparatus was available to

satisfy all fire requirements up to and exceeding 35 feet in height, which was the proposed height of the apartments. The apparatus was located on Road 3 North next to the Police station, which was no more than a five-minute drive.

Surrounding property owners rights: A resident asked why was this happening. The simple answer was that property rights were a two-way street. The MR-1 property owners were exercising their right to develop their property according to the Town's adopted regulations. The UDO included carefully considered land use regulations adopted by the Town Council following extensive public hearings. The hearings were held and the required processes were followed to ensure all property owners, those seeking change and those affected by the requested change were afforded due process of the law as required by State and Federal Constitutions. The Council could not favor the rights of one property owner over another. Everyone should be afforded the same constitutional protections. When the MR-1 property owners requested change in zoning in 2006, all properties had the opportunity to be heard in favor of or opposing the change. The 2006 Council decided it was appropriate for the property to be rezoned to include the MR-1 zoning status much like the current Council did not think it appropriate to further modify the zoning with a PAD.

The Brook apartment owners were proceeding with development of the property according to the 2006 rezoning approval and the time to challenge the rezone request passed 14-years ago. If the Town were to deny a property owner request to develop property in a manner consistent with the adopted provisions of the UDO, the Town could face legal challenges under the Private Property Owners Protection Act, approved by Arizona voters in 2006.

Mr. Cook wanted to be perfectly clear that he was not related to nor have any connection to the Brook apartments developers or their management company. Sharing a common name did not create a relationship and it was disheartening to hear unfounded and untrue accusations at public meetings and to read such accusations in correspondence with the Council. All citizens were treated with fairness and respect and he would continue to do so through his tenure with the Town.

b) Comments regarding lot splits, definition of subdivision, and property owners' rights.

Development Services Director Joshua Cook reported that he would summarize his written response, but the full response was available to Mr. Roberts.

Mr. Roberts was incorrect in his claims that the Town's interpretation of "subdivision" was inconsistent with Arizona State Statute.

The State Statute and the Town's UDO definition of "Street" was nearly identical. The definition of subdivision was:

"Improved or unimproved land or lands divided for the purpose of financing, sale, or lease, whether immediate or future, into four or more lots, tracts, or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tracts, or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts..." Or, in essence, those properties that were already part of an existing subdivision."

The law was clear that any division of land that involved a new "street" was a "subdivision". As a "street" included an "easement for public vehicular access," divisions of land into two or more parcels with an easement for public vehicular access, as were proposed in the denied lot

splits, were subdivisions. Subdivisions must comply with the Town's Subdivision Regulations.

There were also claims that the Town was interpreting these provisions and treating lot splits differently than other communities in the area and throughout the State. Staff contacted 15 surrounding communities to determine how those communities were addressing the same questions. The research indicates that Mr. Roberts was incorrect. Nine (9) communities responded:

Prescott Valley

- No exempt wells were approved. All land splits were required to extend water lines for service.
- Full subdivision process was required whenever a street (or easement used for public access) was created; no exceptions for two or more lots.
- Sewer extension required within 300 feet.
- Water extension was required for all subdivisions as part of their agreement with the State as part of the AMA. Must bring water certificates of available water supply.

Clarkdale

- Since 1986, property had only been allowed three splits, regardless of ownership change. Any future desired splits trigger the subdivision process automatically. Essentially, they track lot splits by parent parcel.
- Their subdivision process involved paving roads.

Wickenburg

- Any lot splits after that occurred after 1994 and that involved property under 2.5 acres were subject to subdivision regulations. They had six categories of subdivisions, with each one having different road standards.

Cottonwood

- Any new lot split with an easement created after 1979 required going through the subdivision process.
- All new lots were required to have frontage on a Town dedicated street.
- Newly created flag lots needed to have an average flagpole 30 feet in width and 60 feet of length. (They have had issues with flagpoles in the past and have other stipulations that typically eliminate using flagpoles.)
- Road Design was to City of Cottonwood Engineering Design Standards Manual (as amended) and City of Cottonwood Standard Details (as amended), Section 7 and on.

Prescott

- The City's application stated that cumulative creation of four or more parcels created by land splits shall be subject to subdivision plat review. Their Community Development Director confirmed that they track splits based on parent parcel and that their GIS is set up to facilitate this. Staff spoke with Ms. Stotler, the City's Planning and Community Development Director who stated that they did not see lot splits like Town experienced very often, if at all.

Staff's interpretation was in line with both Arizona Revised Statutes and existing code definitions and requirements. Further, jurisdictions within Arizona were not only enforcing the land splits according to the Arizona Statutes but also required a certain level of infrastructure

improvements for land splits that did not qualify as a subdivision.

- c) Comments regarding a problem with cats and lack of Town regulations.

Mayor Croft reported that a gentleman spoke about 22 cats in his area destroying his personal property and asked about any laws regarding that situation. There was no Town ordinance regarding cats. The Town's Animal Control facility had no space to keep them, and the Town had insufficient staff to care for them. The majority of cat problems in Chino Valley involved feral cats. The Town could offer the use of their TNR (Trap, Neuter, Release) program, a grant-funded program in which people may borrow a trap from the Town's Animal Control department, and upon the successful trap of a cat it would be neutered before being released. This should eliminate the spraying problem the citizen was experiencing with these cats.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Vice-Mayor Miller reported on the 50th anniversary kick off barn dance on March 13 at the Del Rio School.

- b) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

Town Manager Grittmann reported on the following:

- Assistant Community Services Director Cyndi Thomas had been nominated by the Prescott Area Leadership for Female of the Year.
- Deputy Town Clerk Erin Deskins received her certification as an election officer, which was formally presented by Secretary of State Katie Hobbs.
- February employee anniversaries.

6) **CONSENT AGENDA**

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

Mayor Croft reported that, at staff's request, item 6a would be postponed until the next meeting.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Corey Mendoza to approve agenda items (b) and (c).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2019, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)
- b) Consideration and possible action to approve the January 14, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve the January 21, 2020, study session minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to amend the Design-Build Contract to JEBCO Construction Companies, LLC for the Utility's shop building at Old Home Manor and Memory Park restrooms in the amount of \$876,171.00 for construction services. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve the amendment to the Design-Build Contract to JEBCO Construction Companies, LLC in the amount of \$876,171.00.

Frank Marbury reported that this was the second part of the contract for the design-build and to amend the contract for the construction phase.

Sergio Martinez, architect, presented the following:

Memory Park Restrooms

- The restrooms would have a brand-new building south of the existing building that would triple the current facility size. The building would be square with two colors of masonry and an asphalt pitched roof. Per a new law effective in January, the restrooms would need an adult changing station. The most cost-efficient way to handle that would be to fit it into a family restroom or unisex restroom instead of putting one in each of the men's and women's restroom.
- The one entrance could be fully secured with an automatic timer-controlled latch. Partitions between the stalls were solid masonry and non-destructible. The stall doors were hollow metal painted doors that could be painted if scratched or graffitied.
- The electric service that was being run in the restrooms was more than was needed to satisfy the needs of any extra events and services used at the site.
- The cost breakdown was \$247,140 without pre-engineering. There was an allowance included for a septic system, but more engineering was necessary before the proper system could be determined. The restroom would be completed in 14 weeks from the time of notice to proceed.

Utility Shop

- The current cost without pre-engineering was \$590,480.
- An alternate option that would increase the cost was to add two 20 x 50 concrete aprons for \$14,375. They could also reduce the cost by eliminating one 25-foot bay. Waiting to a later date to develop the bay would cause the cost to triple.
- Other options to reduce the cost were: (i) Install non-insulated garage doors; (ii) Replace automatic garage doors with chain hoisted manual doors; (iii-iv) Substitute lighting and electrical gear for shop and restrooms; and (v) Change stainless steel restroom items to porcelain with a shorter life expectancy.
- The completion proposal was 26 weeks from the time of the notice to proceed. There was a six- to ten-week delay from the time the pre-engineered metal building was ordered to its arrival onsite.

The goal was to build the restrooms and utility shop simultaneously and build the facilities as fast as they could. He recommended accepting options (iii) and (iv), as the quality of the LED lighting would remain the same if Council chose option (iii) or (iv).

Mr. Martinez and Staff added that:

- *Fire requirements:* Fire alarms were needed, but no sprinkler system or water tank was needed, as the threshold was approximately 15,000 square feet.
- *Additional costs:* The aprons could be bid separately and some prep work could be done in-house to save money. The utility shop was not a public building, so paving and other work could happen at a later date, but there would need to be paving when the facility became public. Fence extensions may be necessary if roads were moved to access the shop building. The restroom would need further work on connecting the old and new buildings and to ensure that a disabled accessible route was available. Miscellaneous landscaping would be necessary.
- *HVAC:* HVAC systems included ventilation and heaters to prevent pipe freezing in the restrooms. In the utility shop, the offices had air conditioning and heating and the shop had ventilation and heating only.
- *Funding:* The restrooms was budgeted out of the general fund with \$100,000 coming from contingency funding. The utility shop building was split 50/50 between sewer and water. The overage would also be split between the two enterprise funds.
- Staff asked Council to determine what, if any, options to choose since the price of the project was higher than expected.

Council discussion:

- The concrete price was high, so the aprons could be eliminated and bid out separately by the Town. They preferred that options (ii), (iii), and (iv) be selected and option (v) should include stainless steel for the public and porcelain for the Town.
- They believed the height of the building was necessary because of the equipment. If manual doors were used, the building could be 18 feet tall but the architect did not think the savings would be substantial.

Attorney McGuire stated a motion could be made to include each individual option and the price.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the amendment to the Design-Build Contract to JEBCO Construction Companies, LLC in the amount of \$876,171, not including the concrete aprons; option (ii) the garage door openers at \$5,985; option (iii) on the electrical gear and lighting on Utilities building for \$7,400; and option (iv) on electrical gear and lighting on restroom building for \$5,100.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember
Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn into executive session at 6:53 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember
Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Town Manager, Cecilia Grittman. (Mayor and Council)
- b) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town attorney regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Grittman, Town Manager)
- c) An executive Session pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation and legal advice with the Town Attorney regarding a pending notice of claim. (Cecilia Grittman, Town Manager)

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:39 p.m.

- a) Discussion and possible action regarding Town Manager succession planning.

Recommended Action: Direction to Staff per Council discussion.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:39 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of February, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of February, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 02/25/2020
Contact Person: Joshua Cook, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: Southeast Corner of Juniper Dr and Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve Craftsman Court Preliminary Plat Phases 1 & 2 to subdivide approximately ten (10) acres into 45 lots developed in two (2) phases.

RECOMMENDED ACTION:

Approve Craftsman Court Preliminary Plat Phases 1 & 2 to subdivide approximately ten (10) acres into 45 lots developed in two (2) phases.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

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

Attachments

Craftsman Court - Staff Report
 Craftsman Court Preliminary Plat



TOWN OF CHINO VALLEY
Town Council
Staff Report March 3, 2020

APPLICATION SUMMARY

File Number: P20-000001

Assessor's Parcel Number: 306-24-012

Site Location: Located at the southeast corner of the intersection of Juniper Drive and North Road 1 East.

Owners of Record: Arizona Development Company, LLC & Nelson Family Trust

Applicant: Arizona Development Company - Paul Aslanian

Request: Request for approval of Craftsman Court Preliminary Plat Phases 1 & 2 to subdivide approximately ten (10) acres into 45 lots developed in two (2) phases.

SITE DATA

Existing Zoning	SR-0.16 PAD (Single Family Residential 0.16 acre minimum with a Planned Area Development)
Lot Size	10 acres (435,600 square feet)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less) (See Attachment 3: General Plan Land Use Map)
Existing Land Use	Single Family Residential (one manufactured home and one accessory building)

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	MR-1/CL	Medium Density Residential (2 acres or less)	Colonial Villas Subdivision
East	SR-1, SR-0.16 & MR-1/MHP-4	Medium Density Residential (2 acres or less)	Single Family Residential, Chino Meadows Unit 2 & Highlands Ranch Subdivision
South	SR-1	Medium Density Residential (2 acres or less)	Single Family Residential & Vacant

West	AR-5 & PL	Commercial – Multifamily Residential	Roadrunner Mobile Home Park, Walker Estates Subdivision & National Forest Service
-------------	-----------	--------------------------------------	---

BACKGROUND

SITE DESCRIPTION

The subject property is located on the southeast corner of North Road 1 East and Juniper Drive. The ten (10) acre site has a zoning classification of SR-0.16 PAD (Single Family Residential 0.16-acre minimum with a Planned Area Development), and has a General Plan land use designation of Medium Density Residential (2 acres or less). The property currently has a 1,568 sq. ft. home along with accessory structures. **(See Attachment 1: Vicinity Map)**

The area is predominantly medium/high density single-family residential development. The properties to the north are zoned MR-1/CL (Multi-Family Residential- 1 Acre Minimum/ Commercial Light) with Colonial Villas Subdivision. Properties to the east are zoned SR-1 (Single Family Residential- 1 Acre Minimum), SR-0.16 (Single Family Residential- 7000 Square Foot Minimum Lot Area) and MR-1/MHP-4 (Multi-Family Residential- 1 Acre Minimum/ Mobile Home Parks - Residential – 4 Acre Minimum) with single family residential properties, Chino Meadows Unit 2 Subdivision and Highlands Ranch Unit 1 Subdivision. The southern properties are zoned SR-1, with single-family residential properties. To the west, properties are zoned CL/AR-5 (Commercial Light/ Agricultural Residential - 5 Acre Minimum), PL (Public Land) and SR-1 with USDA Forest Service, Roadrunner Mobile Home Park and Walker Estates Subdivision. **(See Attachment 2: Zoning Map)**

PROJECT HISTORY

On December 10, 2019, Town Council, through Ordinance No. 2019-876, approved the zone change from AR-5 to SR-0.16 PAD for Craftsman Court Subdivision. **(See Attachment 5: Ordinance 2019-876).**

PROJECT DESCRIPTION

The applicant is requesting approval of the preliminary plat for Craftsman Court Subdivision with its associated property boundaries, easements, land use, streets, utilities, drainage and other information requirements for the proposed development.

PRELIMINARY PLAT

Approval of the preliminary plat will allow the applicant to continue the process to subdivide approximately ten (10) acres into 45 lots with an average lot size of 5,334 square feet developed over two (2) phases through the future submission of technical review and the final plat prior to recordation. **(See Attachment 4: Preliminary Plat)**

All lots shall conform to the development standards set forth by the SR-0.16 PAD overlay zoning district as stipulated by Council including; building setbacks, minimum lot area, minimum lot frontage, and maximum building height. Staff has reviewed the preliminary plat and has determined that it is in

conformance with the approved conceptual plan submitted with the rezoning application.

All arterial, collector and local streets shall be dedicated to the Town of Chino Valley with all street improvements completed as required by the Unified Development Ordinance. Town utilities are available adjacent to the project. Specifically, an 8-inch water main and a 12-inch sewer main that extends along Juniper Drive. The applicant intends to tie into these adjacent mains with an 8-inch water and an 8-inch sewer main.

All arterial and collector streets shall provide minimum six (6) foot wide sidewalks, separated from the roadway by a landscape strip of at least eight (8) feet. North Road 1 East is an arterial street and Juniper Drive is a collector street.

All local streets will provide a minimum of a five (5) foot sidewalk (per ADA requirements), separated from the roadway by a landscape strip of at least six (6) feet. Through the approved planned area development, sidewalks are to be located on only one side of local streets opposed to both as required by code.

PLANNING COMMISSION HEARING AND RECOMMENDATION

The Planning and Zoning Commission meeting was held on January 4, 2020. Staff gave a brief overview of the areas current conditions, parcel history and staff findings. Staff also clarified an error on the staff report regarding improvements along North Road 1 East.

The Commission asked for clarification on the North Road 1 East improvements and why a Non-Vehicular Access Easement (NVAE) was not referenced along the lots that backed Juniper Drive. Staff informed the Commission that the preliminary plat was still in the conceptual stage but the development would be held to the road development requirements set forth by Town Code just like the Colonial Villas development directly north of this site, which includes, but is not limited to, paving, sidewalks and landscaping. Staff recognized the oversight of the preliminary plat not showing the NVAE and informed the Commission that the preliminary plat would be updated before it was presented to Town Council.

Members of the public were present at the Commission meeting however; no concerns were voiced during the call to the public.

The Planning and Zoning Commission forwarded a recommendation of approval to Town Council for the preliminary plat.

Vote: 7-0 Passed – Unanimously

STAFF ANALYSIS AND RECOMMENDATION

The Craftsman Court Preliminary Plat meets all requirements set forth by Section 5.2.3 of the Unified Development Ordinance. The site will have its main access by way of Juniper Drive. The development will be connected to Town water and sewer both through 8-inch mains. The Development Services Department and the Public Works Department have completed an initial review of the plat. After approval of the preliminary plat, the project will go through technical review and then come back through the public hearing process for approval of the final plat.

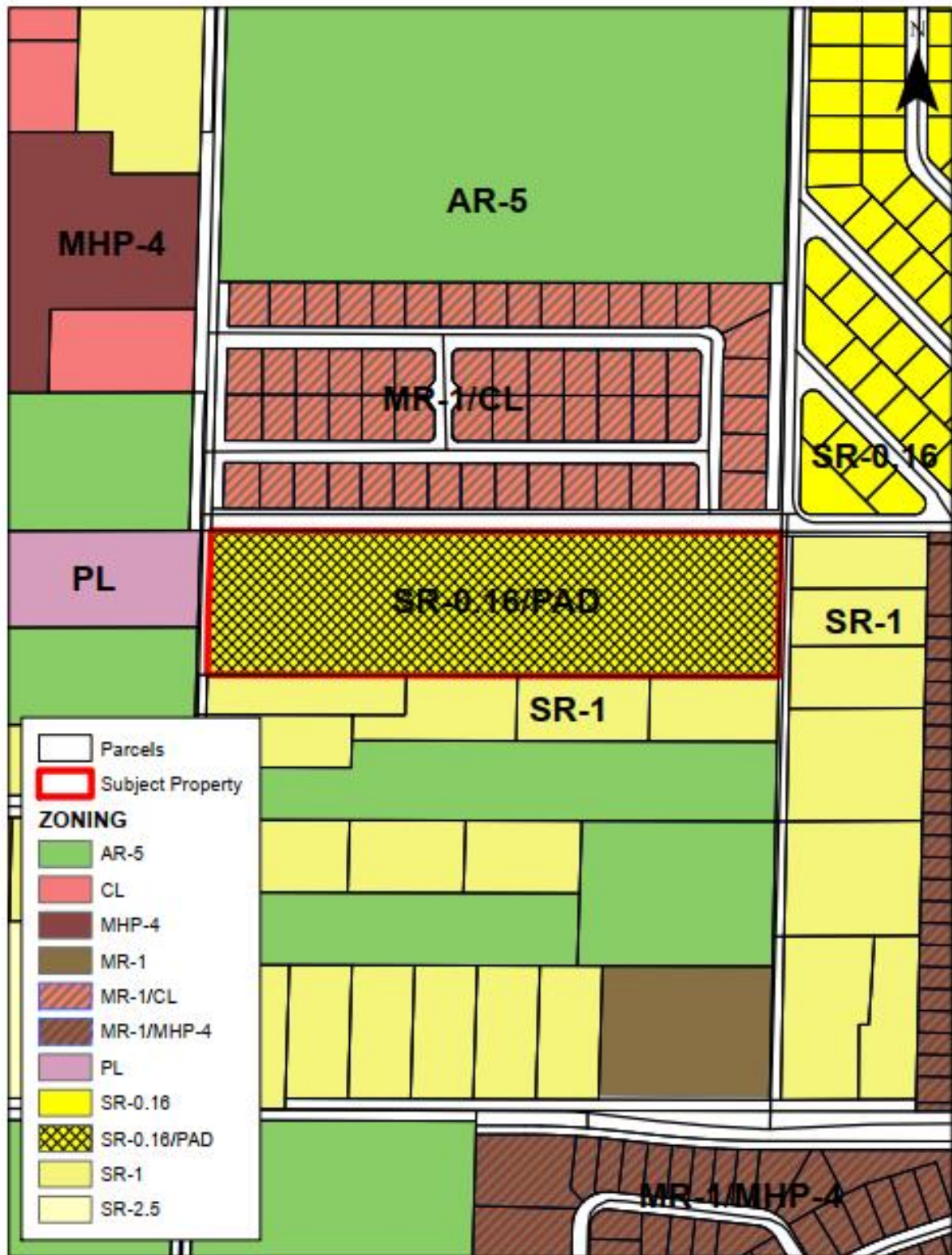
RECOMMENDATION ON REQUESTED PRELIMINARY PLAT

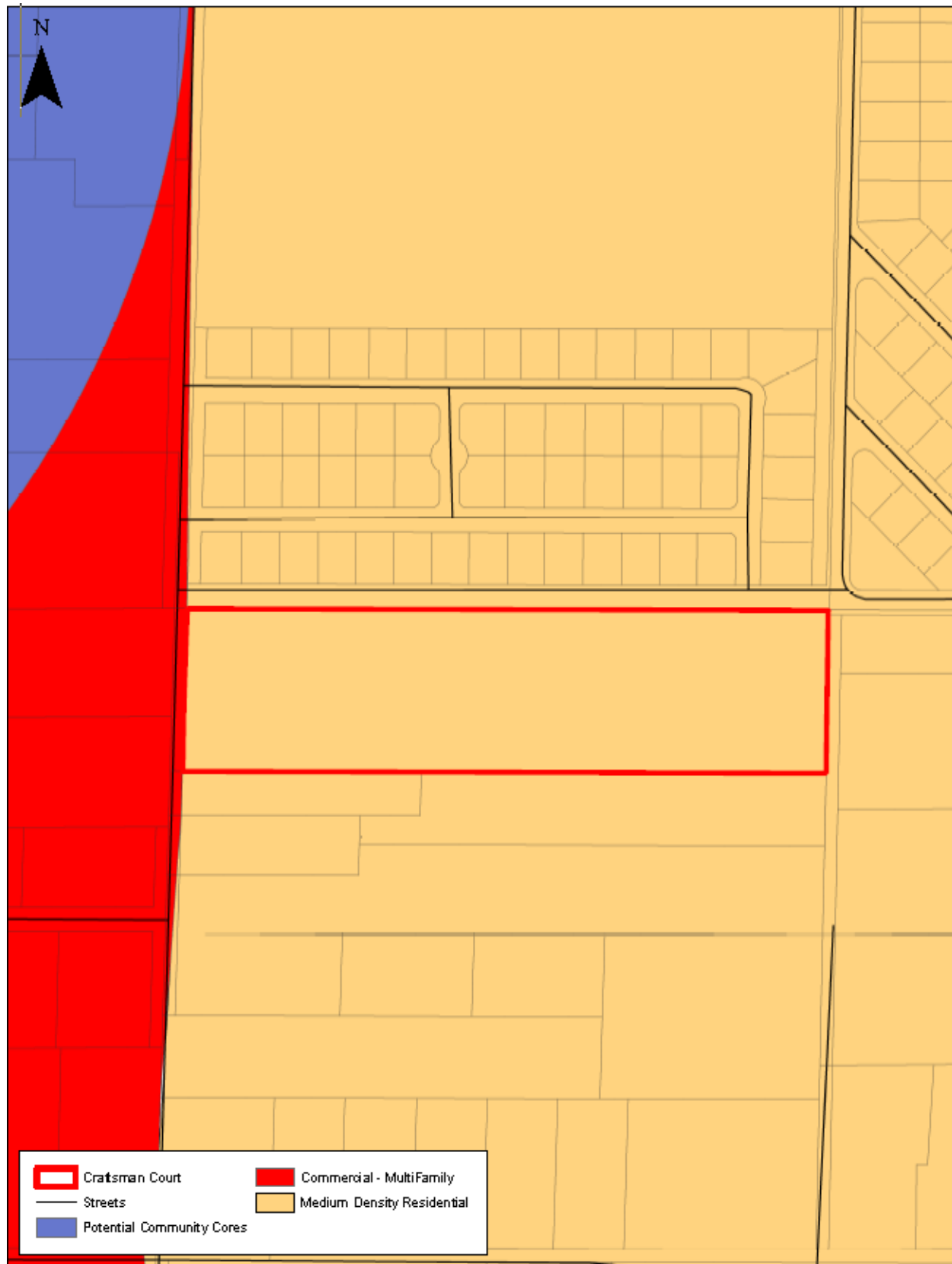
Staff and the Planning and Zoning Commission forward a recommendation of approval to Town Council to approve Craftsman Court Phase 1 and Phase 2 preliminary plat subdividing approximately 10 (ten) acres into 45 lots with an average lot size of 5,334 square feet.

ATTACHMENTS

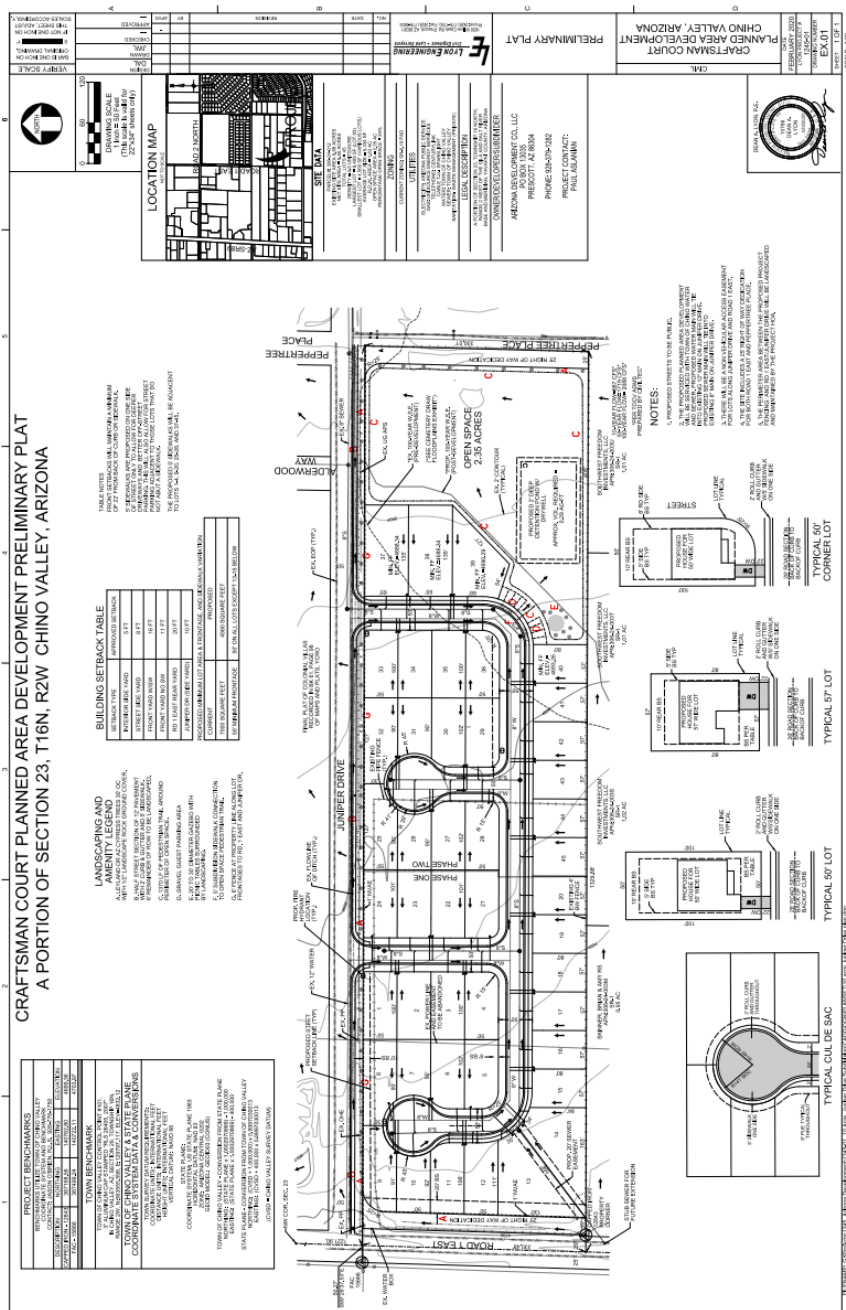
VICINITY MAP



ZONING MAP

GENERAL PLAN LAND USE MAP

PRELIMINARY PLAT



ORDINANCE 2019-876

ORDINANCE NO. 2019-876

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 10 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF NORTH ROAD 1 EAST AND JUNIPER DRIVE (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO SR-0.16 PAD (SINGLE FAMILY RESIDENTIAL – 7,000 SQUARE FOOT MINIMUM) WITH A PLANNED AREA DEVELOPMENT OVERLAY AND ITS ASSOCIATED DEVELOPMENT PLAN.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for a 10 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-0.16 PAD (Single Family Residential – 7,000 square foot minimum) with a Planned Area Development Overlay and its associated development plan (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommended approval of the rezoning after determining the Zoning Map Amendment (i) is consistent with the Chino Valley General Plan and (ii) provides for all properties within the PAD to have adequate access to public streets; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this Ordinance.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2: The Official Zoning Map is hereby amended for property consisting of approximately 10 acres, described in Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by reference, to rezone it from AR-5 (Agricultural Residential – 5 acre minimum) to SR-0.16 PAD (Single Family Residential – 7,000 square foot minimum) with a Planned Area Development Overlay and its associated development plan approved November 14, 2019 (the "Development Plan"), a summary of which is attached hereto as Exhibit 3 and which shall be maintained in its entirety in Community Development Department, and incorporated herein by reference, subject to the following stipulations:

Ordinance No. 2019-876

December 10, 2019

Page 1

3678544.2

1. The project shall substantially conform to the Development Plan, including but not limited to the site plan, landscaping plan, conceptual building elevations and other exhibits provided by the applicant, as modified by staff's recommended conditions contained herein. Unless specifically modified in this Ordinance or in the Development Plan incorporated herein by reference, the project shall adhere to the requirements of the SR-0.16 zoning district requirements.
2. Developer shall provide a six-foot fence installed at the property line of each lot that fronts on Road 1 East or Juniper Drive. A six-foot wooden fence shall also be installed along the entire south property line of the project.
3. The Developer shall provide proof of assured water supply from the State of Arizona.
4. The Town of Chino Valley has an existing 12 inch water line in the Juniper Drive right-of-way along the property's frontage. All lots will be required to connect to the Town's water system, regardless of timing of development. The water main shall be extended along the property's entire frontage on Road 1 East, per Town Code 51.060. Additionally, the installation of fire hydrants at a maximum of 500 foot spacing is required.
5. The developer is required to construct a new eight inch sewer line along the property's entire frontage per Town Code 51.060. In lieu of this, an eight inch sewer line that is extended through the development and connects to the Town's sewer line within the right-of-way of Road 1 East at the southwest corner of the development is acceptable.
6. The Town of Chino Valley Area Drainage Master Study shows possible flooding potential on the east side of the property. Building designs will need to take this into account. Developer will provide such right-of-way or drainage easements as required by subsequently-developed engineering plans for the project site.
7. All drainage ways that convey 50 cubic feet per second or more, during the 100 year flood event, shall be considered a regulatory flood ways and shall be dedicated to the public with provisions for maintenance access ramps.
8. A drainage study that addresses the hydrologic and hydraulic components relating to onsite and off-site drainage shall be developed and prepared by a registered Arizona Professional Engineer. The drainage study must be approved before the street improvement plans and final plat are approved. If the subdivision will be developed in phases, a Town-approved master drainage plan will be required prior to development of the first phase.
9. The developer shall dedicate additional right-of-way 50 feet east of the road centerline on Road 1 East and 25 feet west of centerline on Peppertree Drive. Additional right-of-way or drainage easements may be required on Juniper Drive pending engineering study results.

10. The developer shall improve the east half of Road 1 East and the south half of Juniper Drive along the project limits per Town Street Design Standards. This includes, but is not limited to, new road section, pavement edge treatment, sidewalk and utility relocations as necessary. At the Town's sole discretion, payments in lieu of improvements on Peppertree may be required.
11. The developer must provide a traffic Impact statement for this project.
12. The developer acknowledges the City of Prescott has an aerial easement for power lines which may limit development in the easement's vicinity.
13. The developer must provide a one-foot non-vehicular access easement along Road 1 East.

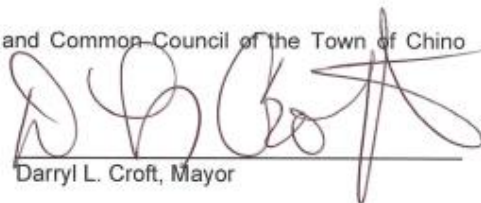
Section 3: The Town Manager is directed, upon the effective date of this Ordinance, to cause the Zoning Map Amendment to reflect the new zoning of the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4: If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5: The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona on December 10, 2019.



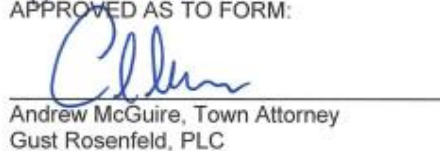
Darryl L. Croft, Mayor

ATTEST:



Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:



Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2019-876 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 10, 2019, and that quorum was present, and that the vote thereon was 6 ayes and 1 nays and 0 abstentions. 0 Council members were absent or excused.



Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 02/25/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action-Presentation
Estimated length of staff presentation: None
Physical location of item: Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Service Agreement with Civiltec Engineering, Inc. for the Integrated Water Master Plan (IWMP) and Capital Improvements Plan (CIP) for Old Home Manor (OHM) in the amount of \$287,392.00.

RECOMMENDED ACTION:

Approve the Professional Service Agreement with Civiltec Engineering, Inc. for the Integrated Water Master Plan (IWMP) and Capital Improvements Plan (CIP) for Old Home Manor (OHM) in the amount of \$287,392.00.

SITUATION AND ANALYSIS:

The Town of Chino Valley advertised a Request for Qualifications (RFQ) seeking Statements of Qualifications (SOQs) from qualified, licensed firms interested in providing services to develop an Integrated Water Master Plan (IWMP) and Capital Improvement Plan (CIP) for Old Home Manor (OHM) on August 23, 2019. The goal of this plan is to identify the best way to develop property, determine resources/infrastructure needs, and create a 5-year CIP implementation strategy. This IWMP will ensure the OHM infrastructure is integrated seamlessly into a Chino Valley-wide utility system.

On October 2, 2019, the Town received two SOQs and on October 31, 2019 both vendors were interviewed by a Selection Committee consisting of Town staff. The Selection Committee scored both the SOQs and the interviews and the final ranking was as follows:

1. Civiltec Engineering, Inc.
2. EPS Group, Inc.

Town staff entering into negotiations with the highest scoring vendor (Civiltec Engineering, Inc.). The final sumamry of tasks and associated fee is as follows:

TASK	FEE
Phase 1 - Planning	\$141,317.00

Phase 2 - Integration (Water-Wastewater-Reclaimed Water	\$23,594.00
Phase 3 - Capital Improvements Plan (CIP)	\$25,752.00
Phase 4 - Landscape Requirements	\$11,549.00
Phase 5 - Project Administration	\$60,180.00
Phase 6 - Contract Allowance	\$25,000.00
TOTAL	\$287,392.00

Other Pertinent Documents Available Upon Request:

Appendix 7b-A. The full Professional Services Agreement with Civiltec Engineering, Inc is available on the Town's website at <http://www.chinoaz.net/AgendaCenter> with the February 25, 2020, Council Meeting documents.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5433

Available: \$287,392

Funding Source:

The Town budgeted \$250,000 in the Capital Improvement Fund. Approximately \$130,000 will be expended this fiscal year. The remaining amount will be budgeted for next fiscal year.

Attachments

Civiltech PSA (w/o exhibits)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of February 25, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town issued a Request for Statements of Qualifications, “Integrated Water Master Plan and Capital Improvement Plan for Old Home Manor” (the “RFQ”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors to create an integrated water resources, water, wastewater, and reclaimed water master plan and capital improvement plan for the Town-owned property known as Old Home Manor (the “Services”).

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2020, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$287,392.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit B.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit B, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

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

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

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

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days

prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof,

including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee 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.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for

delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cecilia Grittmann, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Civiltec Engineering, Inc.
2054 North Willow Creek Road
Prescott, Arizona 86301
Attn: Richard E. Aldridge, P.E., M.B.A.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any

other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

CIVILTEC ENGINEERING, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[SOQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. c.

Meeting Date: 02/25/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement with Inland Kenworth for the purchase of a 2021 Kenworth Water Truck for the Roads Department, in the amount of \$135,103.59.

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement between with Inland Kenworth for the purchase of a 2021 Kenworth Water Truck for the Roads Department, in the amount of \$135,103.59.

SITUATION AND ANALYSIS:

In the Fiscal Year 2019/2020 budget staff proposed purchasing a new water truck from the HURF fund for the Roads Department.

The Kenworth Water Truck will be purchased from Inland Kenworth on Sourcewell Cooperative Government/Municipal Contract #081716-KTC.

The total purchase price is \$135,103.59.

Other Pertinent Documents Available Upon Request:

Appendix 7c-A. The full Cooperative Purchasing Agreement with Inland Kenworth is available on the Town's website at <http://www.chinoaz.net/AgendaCenter> with the February 25, 2020, Council Meeting documents.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 02-78-5440
Available: \$135,104
Funding Source:

The Town Budgeted \$150,000 in the HURF Fund.

Attachments

CPA Inland Kenworth (w/o exhibits)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
INLAND KENWORTH (US) INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of February 25, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Inland Kenworth (US) Inc., a New Mexico corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, National Joint Powers Alliance, now known as Sourcewell (“Sourcewell”), entered into Contract No. 081716-KTC, dated November 15, 2016 (the “Sourcewell Contract”), with Kenworth Truck Company (“Kenworth”), a Division of PACCAR Inc., for the purchase of Class 6, 7, and 8 chassis with related equipment, accessories and services. A copy of the Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement. Vendor is an authorized dealer for Kenworth.

B. The Town is permitted to purchase such vehicles under the Sourcewell Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Sourcewell Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one 2021 Kenworth water truck, as more particularly set forth in Section 2 below (the “Vehicle”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 15, 2020, unless terminated as otherwise provided in this Agreement or the Sourcewell Contract.

2. Scope of Work. Vendor shall provide the Vehicle to the Town under the terms and conditions of the Sourcewell Contract and in the configuration set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the Sourcewell Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payment due to the Vendor.

4. Compensation. The Town shall pay Vendor an amount not to exceed \$135,103.59 for the Vehicle at the unit rate set forth in the Sourcewell Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Sourcewell Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Sourcewell Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the

duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Sourcewell Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Sourcewell Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Sourcewell Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the Sourcewell Contract, the Town shall be afforded all of the rights and privileges afforded to Sourcewell and shall be "NJPA" (as defined in the Sourcewell Contract) for the purposes of the portions of the Sourcewell Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Sourcewell to the extent provided under the Sourcewell Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: Inland Kenworth (US) Inc.
8314 West Roosevelt Street
Tolleson, Arizona 85353
Attn: Jeff King

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

INLAND KENWORTH (US) INC.,
a New Mexico corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
INLAND KENWORTH (US) INC.

[Sourcewell Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
INLAND KENWORTH (US) INC.

[Quote]

See following pages.