



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL AGENDA

**REGULAR MEETING
TUESDAY, APRIL 11, 2023
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. **Pg.4** Presentation by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property and their annual report update.

 - b. **Pg.5** Presentation of Proclamation declaring April 2023 as Fair Housing Month.

 - c. **Pg.7** Presentation of Proclamation declaring April 9 - 15, 2023 "Stand With Me, Be Drug Free" Week presented by MatForce.

 - d. **Pg.9** Presentation and recognition of our appreciation to the Arizona Rangers - Granite Mountain Company.

 - e. **Pg.10** Presentation and update on current legislation regarding overnight camping.

3. **CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**
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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts,

profanity and disruptive discussions among our audience.

4. 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 Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. 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. **Pg.11** Consideration and possible action to ratify the Professional Services Agreement with Lawrence Digges, to provide audio & visual technician services beginning March 27, 2023, through June 30, 2023, in an amount not to exceed \$4,000.
- b. **Pg.30** Consideration and possible action to approve a first amendment to the Professional Services Agreement with EHS Support, LLC to provide groundwater recharge site assessment services increasing not to exceed the amount from \$120,957 to \$130,000 and extending the contract term from May 11, 2023, to September 30, 2023.
- c. **Pg.34** Consideration and possible action to adopt Resolution No. 2023-1221, ordering and calling a special election to be held in and for the Town of Chino Valley, Arizona, on November 7, 2023, designating the election date, the purpose of the election, and the deadline for voter registration.
- d. **Pg.37** Consideration and possible action to dissolve the Municipal Property Corporation (MPC).
- e. **Pg.38** Consideration and possible action to approve a revised agreement for the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.
- f. **Pg.54** Consideration and possible action to approve the February 14, 2023, study session minutes.
- g. **Pg.59** Consideration and possible action to approve the February 14, 2023, regular meeting minutes.
- h. **Pg.68** Consideration and possible action to approve the February 28, 2023, joint meeting minutes.

6. 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. **Pg.76** Consideration and possible action to dissolve the Industrial Development Authority (IDA) and direct staff where to allocate the total funds remaining in the National Bank Of Arizona Business Savings Account.

7. ADJOURNMENT

Dated this 4th day of April, 2023.

By: *Erin N. Deskins, 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 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>.

Council meetings are live-streamed on Town of Chino Valley Facebook page.

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: _____
Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. a.

Meeting Date: 04/11/2023
Contact Person: Terri Denemy, Assistant to the Town Manager
 Phone: 928-636-2646 x-1301
Department: Town Manager
Estimated length of Staff Presentation: 10 minutes
Physical location of item: Chino Valley Equestrian Park, 2208 Equestrian Way

AGENDA ITEM TITLE:

Presentation by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property and their annual report update.

SITUATION & ANALYSIS:

On June 28, 202022, the Town approved a new lease agreement with the Chino Valley Equestrian Association for approximately 78 acres of real property located at Old Home Manor. Section 3 of the Agreement requires the tenant to annually report to the Town Council regarding previous year activities, membership, facility use, events, improvements, and financials, and detail the upcoming year, including schedules for improvements and events planned, anticipated attendance and the expected impact to the Town.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. b.

Meeting Date: 04/11/2023

Contact Person: Terri Denemy, Assistant to the Town Manager
Phone: 928-636-2646 x-1301

Department: Town Manager

**Estimated length
of Staff Presentation:**

Physical location of item: n/a

AGENDA ITEM TITLE:

Presentation of Proclamation declaring April 2023 as Fair Housing Month.

Attachments

Fair Housing 2023



PROCLAMATION

Fair Housing Month - April 2023

Whereas, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

Whereas, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

Whereas, April has traditionally been designated as Fair Housing Month in the United States;

*Now, Therefore, I, Jack W. Miller, Mayor of the Town of Chino Valley, do hereby proclaim April as **FAIR HOUSING MONTH in Chino Valley** and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.*

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 11th day of April 2023.



Jack Miller, Mayor

ATTEST: _____
Erin N. Deskins, Town Clerk





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. c.

Meeting Date: 04/11/2023
Contact Person: Marrilee Easton, Civilian Officer
 Phone: 928-636-4223 x-1283
Department: Police
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation of Proclamation declaring April 9 - 15, 2023 "Stand With Me, Be Drug Free" Week presented by MatForce.

Attachments

MATFORCE Proclamation



PROCLAMATION

Stand With Me, Be Drug Free Week - April 9 - 15, 2023

Whereas, MATFORCE has proclaimed April 9-15, 2023 to be Stand With me, Be Drug Free Week; and

Whereas, the Town of Chino Valley embraces a vision of a healthy, vibrant, and strong community for children, youth, families, and people of all ages, and celebrates the fact that a majority of people do not abuse drugs and alcohol; and

Whereas, text the Town of Chino Valley recognizes that youth prevention is essential based on the fact that 9 out of 10 people who struggle with substance use disorders began using substances as a teenager; and

Whereas, knowing that families are adversely affected by illegal drug use, including work problems, legal problems, mental health problems, physical illness, addiction, accidents, accidental death, economic loss, child abuse, destruction of families, driving while impaired, and crimes against person and property; and

Whereas, the Town of Chino Valley would like to commend and pay tribute to all of its citizens who choose to be free of illegal drug use.

Now, Therefore, I, Jack W. Miller, Mayor of the Town of Chino Valley, do hereby proclaim April 9 - 15, 2023 as **STAND WITH ME, BE DRUG FREE WEEK** and encourages its citizens to participate in the celebration of a drug-free, healthy community by participating in the planned events, activities and displays.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 11th day of **April 2023**.

Jack Miller, Mayor

ATTEST: Erin N. Deskins, Town Clerk





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. d.

Meeting Date: 04/11/2023
Contact Person: Marrilee Easton, Civilian Officer
Phone: 928-636-4223 x-1283
Department: Police
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation and recognition of our appreciation to the Arizona Rangers - Granite Mountain Company.

SITUATION & ANALYSIS:

Chief Wynn would like to show our appreciation and present a donation check to the Granite Mountain Arizona Rangers for all the hard work and long hours of patrolling Perkinsville Road while it was closed during the reconstruction of the road that was destroyed by the flood.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. e.

Meeting Date: 04/11/2023
Contact Person: Chuck Wynn, Police Chief
Phone: 928-636-2646 x-1258
Department: Police
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation and update on current legislation regarding overnight camping.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 04/11/2023
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to ratify the Professional Services Agreement with Lawrence Digges to provide audio & visual technician services beginning March 27, 2023, through June 30, 2023, for an amount not to exceed \$4,000.

RECOMMENDED ACTION:

Ratify the Professional Services Agreement with Lawrence Digges in an amount not to exceed \$4,000 per year.

SITUATION AND ANALYSIS:

The Town is in need of an Audio Visual Technician to provide the following services. Management of the audio/visual production, filming, and streaming of the Town's various public meetings and other events. Coordinate audio/visual professional services needs with the Town's IT Manager, Town Manager's Office staff, and Clerk's Office staff. Ensures cameras, recording equipment, microphones, and audio mixing equipment are working and operational. Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed. Advises Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts. Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis. Installation and proper handling of various audio/visual cabling to document Town events. Setup and management of live streams of meetings and town events using the Town's meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms. Posting of previously recorded video content to YouTube, Facebook, Town website, and other online platforms. Post-production audio/video editing as needed to ensure quality recorded content is retained for historical records purposes. Management, maintenance, and archiving of offline recorded video content.

This Professional Services Agreement replaces the approved employee position previously held by Lawrence Digges.

Fiscal Impact

Fiscal Impact?: YES
If Yes, Budget Code: 01-47-5212

Available: 4,000

Funding Source:

Attachments

PSA AV Agmt

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAWRENCE DIGGES

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Lawrence Digges, a sole proprietor (the "Consultant").

RECITALS

- A. The Town needs audio/visual consulting services (the "Services").
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. Per Chino Valley Town Code § 32.11, based on the Consultant's skills and experience, the Mayor and Town Council have determined that it is in the Town's best interests to ensure timely delivery of the Services by selecting and entering into this Agreement with the Consultant to perform 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 March 27, 2023, and shall remain in full force and effect until June 30, 2023, unless terminated as otherwise provided in this Agreement.
2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The 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 the Consultant.
3. Compensation. The Town shall pay the Consultant an amount not to exceed \$4,000 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. This amount allows for an average of up to 25 hours of Services per month.
4. Payments. The Town shall pay the Consultant monthly, based on 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. The 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, the 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 the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The 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. The 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, the 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 the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The 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 the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The 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 A, the 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, 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 Consultant, its officers, employees, agents, or any tier of subcontractor 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 the Consultant, the 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, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the Town does not represent that coverage and limits will be adequate to protect the 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 the 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. The 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 the Consultant. The 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. The 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, the 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 the Consultant. The 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, the 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 the 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 the 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) The 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 the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the 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. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The 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. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the 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 the Consultant employs anyone who is required by law to be covered by workers' compensation insurance, the Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the 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. The 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 the 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 the Consultant of written notice by the Town. Upon termination for convenience, the 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 the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the 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 the 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 the Consultant. The Town shall use its best efforts to replace the 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 the 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. The 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, the 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 the 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 the Consultant will be without liability or legal exposure to the Consultant. The 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. The 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 the 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 the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the 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. The 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 that 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 the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the 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 the 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 the 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 the 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: Cindy Blackmore, 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: Lawrence Digges
320 South Cortez Street, #3
Prescott, AZ 86303
(808) 298-8416

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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the 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 of the Consultant's 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 the 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 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the 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 the Consultant pursuant to this Agreement. The 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The 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.

16.18 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). The 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.

16.19 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.

16.20 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, or the Fee Proposal, the documents shall govern in the order listed herein.

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

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

16.23 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.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

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

Cindy Blackmore, Town Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

LAWRENCE DIGGES,
a sole proprietor.

By: _____

Name: _____ Lawrence Digges

Title: _____ Consultant

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAWRENCE DIGGES

[Scope of Work]

See the following page.

AUDIO/VISUAL TECHNICIAN

FLSA Status: Independent Contractor

GENERAL PURPOSE: Management of the audio/visual production, filming, and streaming of the Town's various public meetings and other events.

- Responsible for the production, filming, and online streaming of various Town public meetings and other audio-visual documented events.
- Coordinates needed audio/visual professional services needs with the Town's IT Manager, Town Manager's Office staff, and Clerk's Office staff.
- Ensures cameras, recording equipment, microphones, and audio mixing equipment are working and operational.
- Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed.
- Advises Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts.
- Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis.
- Installation and proper handling of various audio/visual cabling to document Town events.
- Setup and management of live streams of meetings and town events using the Town's meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms.
- Posting of previously recorded video content to YouTube, Facebook, Town website, and other online platforms.
- Post-production audio/video editing as needed to ensure quality recorded content is retained for historical records purposes.
- Management, maintenance, and archiving of offline recording video content.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LAWRENCE DIGGES

[Fee Proposal]

1. The Consultant's hourly rate for performance of the Services is \$50.00. The Consultant is expected to provide up to an average of 25 hours of Services per month; however, the Consultant shall not provide Services for more than 80 hours in total.
2. The Town shall not reimburse the Consultant for any professional liability expense. The Consultant must provide appropriate insurance documents and a paid receipt to the Town to receive reimbursement.
3. The compensation paid to the Consultant shall include all travel, per diem, and expenses incidental to providing the Services.
4. Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by the Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
5. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest, as stated above, shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 04/11/2023
Contact Person: Terri Denemy, Assistant to the Town Manager
 Phone: 928-636-2646 x-1301
Department: Town Manager
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the first amendment to the Professional Services Agreement with EHS Support, LLC, regarding groundwater recharge site assessment services, increasing the not-to-exceed amount from \$120,957 to \$130,000 and extending the contract term from May 11, 2023, to September 30, 2023.

RECOMMENDED ACTION:

Approve the first amendment to the Professional Services Agreement with EHS Support, LLC, regarding groundwater recharge site assessment services, increasing the not-to-exceed amount from \$120,957 to \$130,000 and extending the contract term from May 11, 2023, to September 30, 2023.

SITUATION AND ANALYSIS:

The Town of Chino Valley was issued an Analysis of Assured Water Supply permit for the Wine Glass Ranch within the Big Chino subbasin in 2008, which protected the physical availability of the Town's water resources for 10 years. When the Town applied for an extension of this permit, the Arizona Department of Water Resources (ADWR) indicated this permit would not be extended and that the Town would need to utilize the new Northern Arizona Regional Groundwater Flow Model (NARGFM) and reapply for this permit. The Town of Chino Valley and the Nature Conservancy partnered in a 50/50 cost share to update the NARGFM model, and EHS was the consultant selected to perform this work. The Nature Conservancy has paid a \$75,000 grant to the Town to complete the work. Upon completion of the work, the Nature Conservancy would receive an ADWR-approved NARGFM model, and the Town would receive a new permit for Wine Glass Ranch. The NARGFM modeling work was completed, and a permit application was submitted to ADWR. However, ADWR is requiring that additional modeling reconfiguration and modeling data be presented to them regarding the Town's permit application. Based on the recent ADWR requirements, the budget will need to increase by \$10,000 to complete the additional modeling work and meet the requirements of the permit application.

Fiscal Impact

Fiscal Impact?: YES
If Yes, Budget Code: 05-90-5543
Available: 10,000
Funding Source:

Attachments

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EHS SUPPORT, LLC**

THIS FIRST AMENDMENT to the Professional Services Agreement signed November 9, 2021 (this “First Amendment”), is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and EHS Support, LLC, a Pennsylvania limited liability company (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated November 11, 2021, for the Consultant to provide groundwater recharge site assessment services (the “Agreement”).

B. The Town and the Consultant desire to enter into this First Amendment to revise certain terms and conditions of the Agreement.

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. Incorporation of Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

2. Modification of Term. Section 1 of the Agreement is hereby amended as follows (deletions in ~~striketrough~~ and additions in **bold**):

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 ~~May 11~~**September 30**, 2023, unless terminated as otherwise provided in this Agreement.

3. Modification of Compensation. Section 3 of the Agreement is hereby amended as follows (deletions in ~~striketrough~~ and additions in **bold**):

Compensation. The Town shall pay Consultant an amount not to exceed ~~\$120,957~~**\$130,000** for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Modification of Miscellaneous. Section 16 of the Agreement is hereby amended by adding a new section 16.23 to read as follows:

Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

EHS SUPPORT, LLC, a Pennsylvania
limited liability company

By: _____

Name: _____

Title: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 04/11/2023
Contact Person: Erin Deskins, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2023-1221, ordering and calling a special election to be held in and for the Town of Chino Valley, Arizona, on November 7, 2023, designating the election date, the purpose of the election, and the deadline for voter registration.

RECOMMENDED ACTION:

Adopt Resolution No. 2023-1221, ordering and calling a special election to be held on November 7, 2023.

SITUATION AND ANALYSIS:

This election pertains to the following three issues addressed in the Council's study sessions and budget workshops over the last two years: (1) updating and rewriting the Town's General Plan, (2) selling land at Old Home Manor (OHM), and (3) amending the Mayor's term from 2 to 4 years. As this election will not be in conjunction with the federal and state elections, it will be a vote-by-mail ballot election. Pertinent election dates are as follows:

- May 11, 2023 - Deadline to notify the County of the election to be held.
- August 8, 2023 - Deadline for the public to submit arguments (pros/cons) to be printed in the publicity/informational pamphlet.
- October 10, 2023 - Last day to register to vote.
- October 11, 2023 - Ballots will be mailed.
- October 31, 2023 - Last day voters should mail their ballots in U.S. mail. (Use drop box as of November 1, 2023)
- November 7, 2023 - Election Day - Ballots due back to Yavapai County Elections or ballot drop box.

Fiscal Impact

Attachments

Resolution 2023-1221 Call of Election

RESOLUTION NO. 2023-1221

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE; AND DESIGNATING THE DEADLINE FOR VOTER REGISTRATION.

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

SECTION 1. Designation of Election Dates. A special election is hereby ordered and called to be held in and for the Town on Tuesday, November 7, 2023 ("Special Election").

SECTION 2. Purpose of the Election. The Special Election will be held for the following purposes:

a. To submit to the qualified electors the question of authorizing the sale of up to 840 acres of real property generally bounded by Road 4 North, Jerome Junction, Perkinsville Road, and Santa Fe Trail, commonly known as Old Home Manor, to promote the best interests of the Town of Chino Valley.

b. To submit to the qualified electors the question of increasing the Mayor's term of office from a two-year term to a four-year term, effective with the Mayoral term of office beginning in December 2024.

c. To submit to the qualified electors the question of adopting the "Make It Chino! 2040 General Plan" as the Town's new general plan and repealing the Town of Chino Valley General Plan 2014, adopted May 13, 2014, and all amendments thereto.

SECTION 3. Designating Deadlines for Voter Registration. Yavapai County registration and voting lists will be used for the Special Election. To be qualified to vote in the Special Election, a Town resident must be registered to vote by October 10, 2023.

(SIGNATURES ON THE FOLLOWING PAGE)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of April 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1221 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on April 11, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. d.

Meeting Date: 04/11/2023
Contact Person: Erin Deskins, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to dissolve the Municipal Property Corporation (MPC).

RECOMMENDED ACTION:

Approve the dissolution of the Municipal Property Corporation (MPC).

SITUATION AND ANALYSIS:

Members of the MPC met on Thursday, March 30, 2023, to discuss the option of dissolving this public body. They had not met since October 14, 2020, and agreed there was no viable reason to continue with this board. As the Town does not have any outstanding loans through USDA, Town Attorney McGuire agreed there was no statutory requirement for the continuation of the MPC.

Fiscal Impact

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. e.

Meeting Date: 04/11/2023

Contact Person: Terri Denemy, Assistant to the Town Manager
Phone: 928-636-2646 x-1301

Department: Town Manager

Estimated length None

of staff presentation:

Physical location of item: Proposed: Far southwest corner of the Old Home Manor Business Park

AGENDA ITEM TITLE:

Consideration and possible action to approve a revised agreement for the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.

RECOMMENDED ACTION:

Approve a revised agreement for the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.

SITUATION AND ANALYSIS:

The Town has an existing bulk water loading station on West Road 2 North just west of State Route 89 that currently serves approximately 280 customers; water demand is increasing daily. Staff is proposing a second fill station located at Old Home Manor to further serve remote users and water haulers and provide a secondary location to provide bulk water service during outages to the existing station.

The proposed unit will be a single sided loading station, where customers will have the option of choosing one of three exit ports (a 3" overhead loading exit, a 3" side loading cam lock port, and a 2" side loading cam lock port). The customer can select the exit port on the screen interface. The water station will be run by the Aqua Track Cloud/Internet-based system. This is the same system that our current system runs on. The customer will use a member # and PIN to access the water.

The proposed location for the new loading station is the far southwest corner of the Old Home Manor Business Park on an un-platted lot near the intersection of Jerome Junction and Gavin Court; it's a town-owned property adjacent to a main waterline with easy truck/trailer access. Staff is proposing to purchase the new loading station within this year's budget and will install the new unit within next year's budget. This is a sole-source purchase as it's the same brand and type as the existing station. Staff wishes to remain consistent with parts and software / billing system.

Town Council previously approved the purchase of this bulk water loading station at its February 14, 20023 council meeting. Issues arose with contract language associated with the Town's long form Standard Terms and Conditions. A new purchase agreement was drafted. The new agreement is now before council for approval. The purchase price and scope of work have not changed.

Fiscal Impact

Fiscal Impact?: 68,867.05

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Aqua Flow

**EQUIPMENT PURCHASE AGREEMENT
BETWEEN
AQUA FLOW INT'L, INC.,
AND
THE TOWN OF CHINO VALLEY**

This EQUIPMENT PURCHASE AGREEMENT (this "Agreement") is entered into as of _____, 2023, between Aqua Flow Int'l, Inc., an Arizona corporation (the "Vendor"), and the Town of Chino Valley, an Arizona municipal corporation (the "Town") (each individually a "Party," or together the "Parties").

RECITALS

A. The Town currently owns and operates an automated bulk water loading station and needs to purchase an additional automated bulk water loading station (the "Equipment") in the configurations set forth in Estimate No. 2313, dated December 20, 2022 (the "Estimate"), attached hereto as Exhibit A and incorporated herein by reference.

B. To ensure efficient and effective maintenance and operation for Town employees and residents, such Equipment should be compatible with the Town's existing station.

C. The Vendor also offers customer transaction processing (the "Services") through a cloud-based system fully integrated into the Equipment.

D. The Mayor and Town Council have determined it is in the Town's best interest to enter into an agreement with the Vendor to purchase the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 _____, 202_ (the "Initial Term") unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to ____ successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

“Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. In accordance with the terms and conditions of this Agreement and as further set forth in the Estimate, the Town hereby agrees to purchase the Equipment from the Vendor, and the Vendor hereby agrees to sell and provide the Equipment to the Town. The Vendor further agrees to provide installation oversight as set forth in Exhibit A at a date mutually agreeable to the Parties.

3. Purchase Price. The total purchase price for the Equipment is \$68,897.05 (the “Purchase Price”). The Town shall pay the Vendor a deposit of \$30,000.00 (the “Deposit”) upon the execution of this Agreement. The balance of the Purchase Price, which is \$38,897.05, shall be due and payable by the Town to the Vendor within 10 days of the delivery of the Equipment (the “Balance Due Date”). If delivery is delayed more than 30 days after the Vendor completes the Equipment manufacture, the balance becomes due immediately. If the Town fails to pay the Purchase Price balance on or before the Balance Due Date, the Town shall be subject to a late charge of two percent of the unpaid balance, subject to a minimum late charge of \$25.00. Additionally, the Town shall be subject to a late charge of two percent of the unpaid balance, subject to a minimum late charge of \$25.00, for every 30 days thereafter until the balance is paid in full.

4. Transaction Processing Fee. For the Term of this Agreement, the Town shall pay the Vendor a fee of ten cents per transaction for the Services processed through the Equipment’s interface. The Vendor shall provide the Town with an invoice annually, itemizing the total number of transactions assessed during the applicable billing period.

5. Delivery, Inspection, and Acceptance. The Vendor shall deliver the Equipment to the Town within four to eight weeks of receiving the Deposit or at a date mutually agreeable to the Parties. Equipment is subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement 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 non-conforming Equipment, the Town may elect to, by written notice to the Vendor, (A) waive the non-conformance or (B) bring the Equipment into compliance and withhold the cost of same from any payments due to the Vendor.

6. Risk of Loss. The risk of loss or damage to the Equipment shall pass from the Vendor to the Town upon the Town’s acceptance of the Equipment.

7. Licenses. The Vendor shall maintain in current status all federal, state, and local licenses and permits required to operate the Vendor’s business. The Town has no obligation to provide the Vendor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

8. Equipment Warranty. The Vendor warrants that the Equipment shall be free from defects in material and workmanship and shall conform to the specifications outlined in Exhibit A for one year from the date the Town accepts delivery of the Equipment. The Vendor further agrees to execute any special guarantees as required by law. The Vendor shall, upon written notice from

the Town, promptly repair or replace, at its expense, any Equipment that fails to comply with this warranty during the warranty period.

9. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Vendor 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.

10. Indemnification. To the fullest extent permitted by law, 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.

11. Insurance.

11.1 Insurer Qualifications. Without limiting any obligations or liabilities of the Vendor, the Vendor shall purchase and maintain, at its own expense, the minimum insurance set forth in this Section 11 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, and 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.

11.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Vendor. The Town reserves the right to review any and all of the insurance policies 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 the Vendor 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.

11.3 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.

11.4 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.

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

11.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or by 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.

11.7 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 the Vendor. The Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

11.8 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. The Vendor shall be solely responsible for any such deductible or self-insured retention amount.

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

11.10 Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and, if requested by the Town, a copy of the declaration page(s) of the insurance policies as required by these requirements, issued by the Vendor'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 these requirements 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 these requirements. 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 these insurance requirements or obligations. If any of the policies required by these requirements expire during the life of this Agreement, it shall be the Vendor'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 shall be identified by referencing this Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement, as applicable, 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; and (2) Vendor’s insurance shall be primary insurance with respect to performance of this Agreement; and (3) a clear statement that all policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Vendor 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.

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

11.12 Commercial General Liability. The Vendor 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.

11.13 Vehicle Liability. The Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Vendor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Vendor’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.

11.14 Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability

insurance covering negligent errors and omissions arising out of the services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

11.15 Workers' Compensation Insurance. If the Vendor employs anyone who is required by law to be covered by workers' compensation insurance, the Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Vendor'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.

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

12. Termination; Cancellation. The Town may, by written notice to Vendor as set forth in this Section, terminate this Agreement in whole or in part, as follows:

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

12.2 Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

12.3 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 Vendor for the undisputed portion of its fee due as of the termination date.

12.4 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to the Vendor in the event that the Services are permanently abandoned. If the Vendor abandons the Services without the consent of the Town, the Vendor 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

Vendor to complete the Services and this Agreement price for the Vendor 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 the Vendor. The Town shall use its best efforts to replace the Vendor within a reasonable time.

12.5 Gratuities. The Town may, by written notice to the Vendor, 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 Vendor or any agent or representative of the Vendor 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 Vendor an amount equal to 150% of the gratuity.

12.6 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 the 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. The 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.

12.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Vendor 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 the Vendor 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 the Vendor will be without liability or legal exposure to the Vendor. The Vendor shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

12.8 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of the Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on this Agreement termination date.

13. Suspension of Work.

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

13.2 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 Vendor, or (B) for which a change order is executed.

14. Miscellaneous.

14.1 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.

14.2 Laws and Regulations. The Vendor 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 Vendor 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.

14.3 Amendments. This Agreement may be amended only by a written instrument executed by both Parties.

14.4 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.

14.5 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.

14.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the Parties' entire agreement 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.

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

14.8 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 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 provision 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 the Equipment or Services, shall not release the Vendor 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.

14.9 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.

14.10 Liens. The Equipment delivered under this Agreement shall be free from all liens, and if the Town requests, a formal release of all liens will be delivered to the Town Manager.

14.11 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 Vendor any amounts the Vendor 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 Vendor any amounts the Vendor owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

14.12 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 (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) 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 the Vendor: _____

Attn: _____

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 (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) 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.

14.13 Confidentiality of Records. The Vendor 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 the Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. The Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Vendor as needed for the performance of duties under this Agreement.

14.14 Information Technology.

a) Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Vendor with non-exclusive, limited access to the Town's information technology infrastructure. The Vendor understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Vendor shall enforce all such policies, standards, regulations, and restrictions with all the Vendor's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

b) Permitted Access. The Vendor's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Vendor agrees that the requirements of this Section shall be incorporated into all subcontractor/subvendor agreements entered into by the Vendor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

c) Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Vendor in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Vendor shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third Party, or (B) use Town data and information.

d) Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Vendor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Vendor to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

e) Compromised Security. In the event that data collected or obtained by the Vendor in connection with this Agreement is believed to have been compromised, the Vendor shall immediately notify the Town Manager, or authorized Town designee. The Vendor agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Vendor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

f) Disengagement. In the event this Agreement is terminated by either Party, the Vendor agrees to confer back to the Town all of its data, in usable and normalized

format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

g) Survival. The obligations of the Vendor under this Section 14.14 shall survive the termination of this Agreement.

14.15 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). The Vendor'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.

14.16 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.

14.17 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Estimate, or any Town-approved Purchase Order, the documents shall govern in the order listed herein.

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

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

14.20 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

Jack W. Miller, Mayor

ATTEST:

"Vendor"

_____,
a(n) _____

By: _____

Name: _____

Title: _____

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

DRAFT

**EXHIBIT A
TO
EQUIPMENT PURCHASE AGREEMENT
BETWEEN
AQUA FLOW INT'L, INC.,
AND
THE TOWN OF CHINO VALLEY**

[Estimate 2313]

See the following pages.

DRAFT



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. f.

Meeting Date: 04/11/2023

Contact Person: Erin Deskins, 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 14, 2023, study session minutes.

RECOMMENDED ACTION:

Approve the February 14, 2023, study session minutes.

Attachments

February 14, 2023, study session minutes

DRAFT

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

**TUESDAY, FEBRUARY 14, 2023
5:00 PM**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Present: Jack Miller, Mayor; Eric Granillo, Vice-Mayor; Annie Perkins, Councilmember;
Tom Armstrong, Councilmember; John McCafferty, Councilmember; Sherri
Phillips, Councilmember; Robert Schacherer, Councilmember

Absent:

Staff Present: Cindy Blackmore, Town Manager; Andrew McGuire, Town Attorney; Terri
Denemy, Assistant to the Town Manager; Mark Holmes, Water Consultant; Joe
Duffy, Administrative Services Director; Maggie Tidaback, Economic Development
Project Manager; Spencer Guest, IT Manager; Cyndi Thomas, Community Services
Director; Will Dingee, Assistant Director of Development Services; Frank Marbury,
Town Engineer/Public Works Director; Lawrence Digges, Audio/Visual Technician;
Sara Burchill, Deputy Town Clerk; Erin Deskins, Town Clerk

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

2. DISCUSSION ITEMS

- a. Update and discussion from Michael Patrick on Trust for Public Lands regarding Del Rio Springs.

Cindy Blackmore, Town Manager, introduced Michael Patrick with the Trust for Public Land who would be talking about the Del Rio Springs project.

Michael Patrick, Trust for Public Land (TPL), presented the following:

- He had been working with Jody Norris from the Nature Conservancy, Maggie Tidaback, and Mark Holmes since last summer on a project to protect the Del Rio Springs Ranch.
- The TPL and the Nature Conservancy had hired a lobbying firm, Russell Smolden, to help secure some funding to acquire the property.
- Chairwoman for Natural Resources, Energy and Water Committee, Sine Kerr had introduced a bill a couple weeks ago and the group would be presenting to the committee on Thursday with a short presentation to the committee members and answering questions.

Jody Norris, Director of Land and Water Protection for the Nature Conservancy, presented the following:

- The title of Senator Kerr's bill was "An Appropriation to Create a New State Park on the Headwaters of the Verde River."
- A map showing the location of the Del Rio Springs Ranch on the east side of 89 was shared with the Council.
- The Del Rio Springs Ranch was very close to the Prescott National Forest and the Game and Fish Upper Verde River Wildlife area.
- An important point to make to the committee would be that the land is still in private ownership and the TPL had an option contract giving them the right to acquire it from a willing seller, but they needed help with the capital to acquire that land.

Michael Patrick presented the following:

- In 20 years of doing this work in Arizona and the Southwest he had never come across a property that had so many different ecological and historical resources, and opportunities for outdoor recreation as was present in this community.
- Sullivan Lake was ecologically important and he believed the group could lead an effort to restore it and create more Cottonwoods in the area.
- Mile zero of the Verde River was symbolically important as so many people had spent a lot of time protecting it.
- The Del Rio Springs were partly on the land they were looking at buying, partly on the acre that Prescott owned, and partly on the 20 acres that the Town of Prescott Valley owned.
- The Del Rio Springs were important for ecological reasons and because in the past it supplied water for the City of Prescott as well as Ashfork, Williams, and Seligman by rail which made it an important part of the history of the area and the state.
- There were shallow lake features and groves of Cottonwoods that housed a bald eagle nest.
- There was a property to the northeast which held the abandoned Santa Fe Corridor which was the site for the Peavine National Recreation Trail which was one of the few rail to trail projects in Arizona.
- Protecting the property would make it possible to extend the Peavine Trail from Watson Lake in Prescott up to the start of the Verde River.
- Opportunities for historical preservation and interpretation was important for the entire state. There was one of several Fred Harvey buildings that provided beef, eggs, poultry, milk, and ice to all the Fred Harvey hotels that were built along the Santa Fe railroad.
- There was an additional purchase of 10-acres of land owned by Dwayne Fauvis that was being considered which would create a continuous stretch of protected land along the Verde River from Sullivan Lake down to Perkinsville.
- Photos of Del Rio Springs, Sullivan Lake, the Fred Harvey milking barn, and the Peavine National Recreation Trail were shared with Council.
- A list of supporters who had written letters of support was shared with Council.

Maggie Tidaback, Economic Development Project Manager, presented the following:

- The Del Rio Springs location was in the center of the state and headwaters of the Verde River.
- The tourism dollars that could come to Chino Valley and the region as a whole was incredible.
- The fiscal impact studies had not been done yet, but nationally it was billions of dollars for similar trails throughout Arizona. The Town had been working on promoting tourism more and there were projects going on that would support a State Park like this. It would create jobs and bring a lot of dollars to Town.

Michael Patrick presented the following:

- A map that showed how much of the Peavine Trail had been constructed and how the segment at the North end could get it all the way up to the Verde River was shared with Council.

Jody Norris presented the following:

- She was speaking as a supporter of the project from The Nature Conservancy.
- The Nature Conservancy had been working in the Verde River region for about four decades starting with the development of the Verde River Greenway, and protection of Dead Horse Ranch State Park.
- The Nature Conservancy was now working with farmers to reduce water use and improve flows to the river while still producing food and fiber.
- The Nature Conservancy had been a supporter of the project and was working alongside TPL because they believe the project would set up a win-win-win for the communities, the river, and the economy.
- There had never been a more important time to invest in projects that protect water.
- The Nature Conservancy had worked all along the Verde River for a long time, and the Upper Verde River was very important for wildlife making Del Rio Springs a critical location to protect.
- The project would reduce development pressure in a sensitive area for the aquifer that provides the flows in the Verde River.
- The Nature Conservancy believed that the project and park provide opportunity for regional partnerships around water, conservation, and recharge, as well as low water use recreation.
- The Nature Conservancy had been very involved in the project and would continue to support the project for the community and TPL.

Mark Holmes, Water Consultant, presented the following:

- The property was ideally located where all water flows by gravity to the property from within the Little and Big Chino Sub-basins, making it an ideal location for the Town of Chino Valley or a regional water reclamation facility to treat waste water from the town of Chino Valley, Prescott, PV, or the County high density unincorporated residential areas.
- The reclaimed water could be used to recharge the aquifer and springs, and mitigate the water pumped in the future to be imported from the Big Chino Sub-basins from the local municipalities.
- The town of Chino Valley had nearly completed the groundwater modeling effort that showed water recharge within these lands and the adjacent lands could mitigate imported water projects that could impact the Upper Verde River and sustain the flows of the Upper Verde River.
- The land was important from a water resource management standpoint as it could provide for real solutions and sustain the Upper Verde River base flows and allow for the importation of water from the Big Chino Sub-basin through real mitigation projects that provide riparian habitats and recreation uses upon the proposed park.

Michael Patrick presented the following:

- TPL had an option contract with the owners of the Del Rio Springs Ranch and they were in the process of Due Diligence including an environmental site assessment and studying title work.
- They had retained a landscape architect, Peter Bourgois. He was going to help with developing a master plan for uses for the property. Mr. Bourgois was currently on the first of three tasks:
 - The first task was gathering historical records, photographs, maps, etc., and hosting a site visit by State Parks next month to see where they envisioned a camping area for a State Park.

- The second was centered around community input. The current plan was to have a working session with Town Council and invite the community to give input for ideas on things like outdoor education spaces, farmers markets, etc.
- The final task would be project funding or acquiring land and building out the trail, and establishing the State Park. There were also thoughts of going to the Water Infrastructure Finance Authority (WIFA) to see about getting funding from them. TPL would also try to get a congressional earmark from Congress and work with the AZ delegation. TPL would also be looking into any philanthropic sources for funding.

Council, staff, and guests discussed the following:

- Although the Cottonwood trees along the Verde River were known to consume a fair amount of water, they were an important habitat for the wildlife in the area, and looking at the amount they used compared to the amount used for residential development wasn't as comparable. But it could be a conversation when discussing repair and restoration to the area.
- Michael Byrd from Prescott Creeks looked at the property the previous weekend and the hope was that he would become a consultant in that type of work.
- The president of Yavapai College was going to gather faculty to see if any would be interested in lending their expertise.
- Council requested a field trip to view the ranch. Michael stated that he would work with Cindy Blackmore to find a day to do that.
- The project wasn't just about not developing the land. The land on the west side of the highway would likely be used for housing, but the east side of the highway had unique resources that couldn't be found anywhere else.

3. ADJOURNMENT

Mayor Miller adjourned the meeting at 5:28 p.m.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. g.

Meeting Date: 04/11/2023

Contact Person: Erin Deskins, 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 14, 2023, regular meeting minutes.

RECOMMENDED ACTION:

Approve the February 14, 2023, regular meeting minutes.

Attachments

February 14, 2023, regular meeting minutes

DRAFT

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

**TUESDAY, FEBRUARY 14, 2023
6:00 PM**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Present: Jack Miller, Mayor; Eric Granillo, Vice-Mayor; Annie Perkins, Councilmember; Tom Armstrong, Councilmember; John McCafferty, Councilmember; Sherri Phillips, Councilmember; Robert Schacherer, Councilmember

Absent:

Staff Present: Cindy Blackmore, Town Manager; Andrew McGuire, Town Attorney; Terri Denemy, Assistant to the Town Manager; Mark Holmes, Water Consultant; Joe Duffy, Administrative Services Director; Laurie Lineberry, Development Services Director; Maggie Tidaback, Economic Development Project Manager; Spencer Guest, IT Manager; Frank Marbury, Town Engineer/Public Works Director; Officer David Herrera, Sergeant at Arms; Chuck Wynn, Police Chief; Marrilee Easton, Civilian Operations Supervisor; Cyndi Thomas, Community Services Director; Will Dingee, Assistant Director of Development Services; Lawrence Digges, Audio/Visual Technician; Sara Burchill, Deputy Town Clerk; Erin Deskins, Town Clerk

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

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation by the Chino Valley Historical Society.

Jeff Crandle, Chino Valley Historical Society, presented the following:

- The Chino Valley Historical Society was started 20 years ago.
- The mission was to preserve the Town's history and educate the public.
- They currently had 70 paying members.
- The headquarters were located at the Cooper Agricultural Center at Center Street and Highway 89. The property belonged to the school district, but they had a use agreement with the school district. The property held several historical buildings including a dairy barn, shop, dairy processing facility, and a house. Their charge was to take care of the buildings, improve them, maintain them, etc. The society had been doing that since 2008.

- All the work done had been from voluntary labor, salvaged materials, and donations. Mr. Crandle thanked Councilmember McCafferty for being a volunteer with the society and Mayor Miller for offering his help as well.
- The society was looking at doing some more improvements and they had identified about \$40,000 worth of improvements that they believed they could fund through donations, grants, and dues. The Society had become aware that the Town had some discretionary funds and the Society was asking to be considered for a grant of \$3,000 to improve the safety, maintenance, and public spaces of the facility. Even a grant of \$2,000 would help them to improve the safety and maintenance allowing them to open the barn to the public on a limited basis sometime this year which would be great for the community to see the artifacts, documents, and photographs they had there.
- The society had been supported by businesses in Chino Valley, especially Chino Rentals and Ace Hardware. The Society was also asking for help, volunteers, or donations from any other local businesses.

3. CALL TO THE PUBLIC – Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

Susie Jarvis, Chino Valley Pickleball, presented the following:

- She had come a month ago and was back to ask for the Chino Valley Pickleball courts to be placed on the budget for this year. It had been on the budget and discussed in prior years.
- It would help the club and the Town as a whole. It would offer a place for families to play and offer the opportunity to run tournaments which would bring people into Town. Most people went to Prescott to play as tournaments and round robins couldn't be done on Chino Valley's courts for safety reasons.
- The cracks were getting bigger even though they had been filled in a few times.
- The courts would bring potential revenue when they came to play because they would stay for breakfast and lunch.
- One of the club's members met a young boy in Prescott who had learned how to play Pickleball in high school. Young kids were coming out learn to play and who were excited to play.
- Susie thanked the Councilmembers who had come out to see them play.

Rachelle Fernow presented the following:

- She was a local realtor and at the last meeting a developer had made claims about the median house price in Chino and she wanted to give a market update.
- She provided Council with a handout that was based on January sales.
- 14 homes had closed in January with a median price of \$364,500, which was a far cry from the \$80,000 claimed by the developer.
- Chino was trending similarly to a year ago with the biggest difference being how long houses were sitting on the market, which had to do with the holidays and the Fed increasing rates which priced people out of the market.
- The median list price of houses coming on the market last week was \$584,450 exceeding the sales price from January, however, there were currently 59 homes listed, and 24 of them were listed under \$400,000. Pricing was coming down a little bit.
- Helping people to realize their dream of home ownership who were in the community now and were renting and trying to save for a home was important to her as a community advocate and a realtor.

4. 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.
 - Mayor Miller stated that he relinquished his position on UVRWPC. Vice-Mayor Granillo was the primary representative and Councilmember McCafferty was the alternate.
 - Councilmember Perkins wished everyone a Happy Arizona Statehood Day.
- b. Status reports by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.
 - Monday the Town offices would be closed in observance of President's Day.
 - She was very pleased to announce that Town Clerk, Erin Deskins, had earned her Certified Municipal Clerk designation from the International Institute for Municipal Clerks. The program was designed to enhance the performance of municipal clerks and prepare them to meet the challenges of the complex role of the clerk. To earn the designation, she had to attend extensive education programs and have the necessary experience. It usually took three years to complete the program, but Erin did it in two. The designation benefited her professionally and increased the professionalism of the staff in the Town.

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.
- b. Consideration and possible action to approve Resolution 2023-1222 amending the Parks and Recreation Advisory Board by laws.
- c. Consideration and possible action to approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association for property located at Old Home Manor.
- d. Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Jim McKaskle for 165-acre feet of extinguishment credits in the amount of \$39,600.00 plus administrative fees.
- e. Consideration and possible action to approve Ordinance 2023-926 relating to Chapter 90 - Animal Control
- f. Consideration and possible action to approve the Council Entity Appointments.

MOVED by Vice-Mayor Eric Granillo, seconded by Tom Armstrong, Councilmember to approve Consent Agenda items a, b, c, d, e, and f.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

6. ACTION ITEMS

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

- a. Consideration and possible action to approve the Financial Report for the six-month period ending December 31, 2022.

Joe Duffy, Finance Director, presented the following:

- Overall the Town's financial position was getting better. Revenues were up generally and expenses were way under projections. As the Town moved into the next budget season the Town would have a lot more money to do things like roads and other priorities.
- All revenues in the General Fund were up about 22% over last year. Tax revenues were the biggest source of that General Fund and were up 17% over last year.
- Retail sales were up, construction sales were up by 21%, but the bed and board tax was down a little.
- Intergovernmental revenues were up mostly due to increased state share revenues received from the State last year.
- Interest rates were also up which meant that the Town would make more money on their money.
- Expenditures were up 24% from last year, primarily due to the budget transfer of \$3,100,000 from the General Fund to the Roads Capital Improvement Fund to do additional roadwork for the community.
- At this point in the year departments should have been at 50% of their budget, but most departments were at 40%.
- Highway User Revenue Fund (HURF) revenues were up as budgeted. The State had projected an increase of about 10% and that seemed to be holding true.
- Road maintenance expenses were down about 45%, because the Town had some equipment on order that had not come in yet.
- Less Transfers the department was at 31% of their budget.
- Water enterprise fund revenues were down from \$453,417 to \$452,749. Customer water sales were up, but water buy-in fees were down by over 60%. Total expenditures were up by 5%.
- Sewer enterprise fund revenues were up 3%, but the sewer buy-in fees were down 31%. More customers were paying in, but they were not collecting buy-in fees from new customers like last year. Operating expenses were down by 14%.
- New construction and people hooking into water and sewer seemed to be slowing. Staff looked at the building permits and plan check fees for the last few years and found that building permits were up, but plan check fees for new construction were down. It would seem that most of the building being done was commercial and residential construction

was slowing down which would directly impact sewer buy-in fees. It was a little bit of a red flag that needed to be watched carefully because if construction slowed down it would affect some other revenues, especially water.

- Overall, other major revenues, which accounted for over 40% of the revenues brought in by the Town, were all up.
- There would be some savings on the Police Department project. It was pretty close to being done.
- The Town had spent \$94,000 of the \$300,000 General Plan budget and would spend the rest by the end of the fiscal year.
- Progress of several Capital Improvements Projects was summarized.

Council and Staff discussed the following:

- The new Police Department was budgeted at \$9 Million, and it was projected to be done at just under \$9 Million. The Town had budgeted extra just in case, but it didn't look like the extra would need to be spent.
- Most of the growth in the sewer enterprise connections was in subdivisions. Highlands Ranch and Bright Star were pretty much built out so until another major sewer line was put in place the Town won't see the rapid growth that was seen in the last few years. The buy-in fees had been used to replace equipment at the sewer plant, which was almost done, so if there were no future developments with sewers hook ups the Town would be able to support the customers it currently had with no need to expand. There was going to be growth as the Town extended sewer lines, and they were planning for that.
- It was too early to know if the screw press was saving the Town money.

MOVED by Vice-Mayor Eric Granillo, seconded by Annie Perkins, Councilmember to approve the Financial Report for the six-month period ending December 31, 2022.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

- b. Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Building Advisory Board per recommendation of the Appointments Subcommittee.

Erin Deskins, Town Clerk, presented the following:

- The Appointments Subcommittee met on January 18th to review applications and make recommendations for the Planning and Zoning Commission (P&Z) and the newly created Building Advisory Board (BAB).
- Staff received nine applications to fill five expiring terms for P&Z and six applications to fill five vacancies on BAB.
- Based on the review of all the applications, the Appointments Subcommittee recommended the following appointments:
 - Planning & Zoning
 - Three-year regular terms
 - Charles Merritt
 - Gary Pasciak
 - William Welker
 - Richard Zamudio
 - One-year alternate term
 - Rachelle Fernow
 - Building Advisory Board
 - Charles Demeter

- Charles Merritt
- Ken Mohn
- Sterling Skipper
- Eric Ferketich
- Mayor Miller was the chair at that meeting.

Council and Staff discussed the following:

- Some applicants did not fill out the questions on the application because they were reapplying. Reapplications were much more condensed and only asked if the applicant had new experience or information they wanted posed to the Appointments Subcommittee.
- It was requested that in the future Council be provided with a basic summary for why an applicant was selected for a seat.
- It was suggested to include the original application for reapplicants.

Mayor Miller opened for Public Comment.

Rachelle Fernow

- She had reached out to each Councilmember with an email with concerns and asking to be considered for a full seat.
- She was not suggesting that anyone was doing a bad job but knew what she had to offer the Commission and the community.
- Over the last month she had been taken away from community for a sensitive family situation. She had been home five days over the last three weeks and two of them were to be able to attend meetings.
- The Town was very important to her, and she had a legacy as the third generation of her family in the community.
- Ms. Fernow stated that there were people on the Commission that would not work as hard, do the research, and put forth the effort that she would to question applicants and have healthy communicative, progressive conversations with their fellow commissioners.
- She would make the Council proud if she was considered for a full seat.
- Her reputation for being passionate preceded her and it was something that was needed more.
- The governing boards needed more thorough representation of what the community really was which was young families and multi-generations who had decided to live here after growing up here, and to raise children here to advocate for the growth and responsibility of land use.
- Serving on the Commission would build her knowledge so that she could continue to represent the Town and community in whatever facets were in her future.
- She asked Council to reconsider her as the alternate as it was in their power to do so. She would be happy to take the alternate position but had concerns about limitations that would be put on her and what that would mean to her as a community advocate. She was not interested in the alternate position if she was not still able to be her and speak freely at Council meetings.

Council, Staff, and Town Attorney, Andrew McGuire, discussed the following:

- The Appointments Subcommittee made recommendations, and the Council had the purview to change the appointments should they wished.
- One commissioner had asked to be moved to the alternate position and all other expiring commissioners had applied for reappointment. That made room for the previous alternate to be moved to a full seat. Ms. Fernow's abilities were not in doubt, but the subcommittee felt that the previous alternate had earned his spot as a full commissioner.

- As an alternate on the Commission, Ms. Fernow would still be able to speak at Council meetings regarding issues that had gone before P&Z so long as she did not participate on the Commission during a vacancy, she would not have to surrender any of those rights.
- The only reason the Town did not allow seated members to come to Council meetings and make comments was due to open meeting concerns and sending a message to a quorum of the commission. Barring participation at the lower level she would perfectly fine to come and speak at Council.
- Open Meeting Law states that you can have a violation through one-way communication, or one member to a quorum. Because P&Z could be in a quorum receiving unilateral communication from one member, that person could have a potential open meeting violation. Due to that the Town encouraged the current members to stand behind the recommendation of the body as a whole and not make individual comments.

Council discussed the following:

- Not everyone on Council agreed with Ms. Fernow on everything she said, but she did have passion, and raised a family in Chino and has a lot to bring to the table.
- There were no doubts about her abilities on the commission or any other board she may apply for, but some members stated that they respected the subcommittee's recommendations.
- Three commissioners were returning commissioners and they were all solid people and there was no reason not to allow them to come back.
- The previous alternate, Richard Zamudio, had been doing a great job as an alternate and had paid his dues. It was a natural path to take to a full seated commissioner.

MOVED by Councilmember Annie Perkins, seconded by John McCafferty, Councilmember to approve the appointments to Planning & Zoning Commission and Building Advisory Board per recommendation of Appointments Subcommittee.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Robert Schacherer

6 – 1 PASSED

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Tom Armstrong, Councilmember to adjourn the meeting at 6:40 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. h.

Meeting Date: 04/11/2023

Contact Person: Erin Deskins, 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 28, 2023, joint meeting minutes.

RECOMMENDED ACTION:

Approve the February 28, 2023, joint meeting minutes.

Attachments

February 28, 2023, joint meeting minutes

DRAFT

MINUTES OF THE JOINT MEETING OF THE TOWN COUNCIL AND PLANNING AND ZONING COMMISSION OF THE TOWN OF CHINO VALLEY

**TUESDAY, FEBRUARY 28, 2023
6:00 PM**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Council Present: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Commissioners Present: Chair Chuck Merritt, Vice-Chair Gary Pasciak, Commissioner Teena Meadors, Commissioner Ronald Penn, Commissioner Robert Switzer, Commissioner Richard Zamudio

Absent: Commissioner William Welker

Staff Present: Town Manager Cindy Blackmore; Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee, Associate Planner Bethan Heng, Human Resources Director Laura Kyriakakis; Officer Dave McNally, Sgt at Arms; Public Works Director/Town Engineer Frank Marbury; Community Services Director Cyndi Thomas, Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin Deskins

1. CALL TO ORDER; ROLL CALL

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

2. DISCUSSION ITEMS

- a. Presentation and discussion by Matrix Design Group regarding general information about the General Plan Update; planning process and schedule; and discussion on existing conditions, challenges and opportunities facing the community.

Cindy Blackmore, Town Manager, presented the following:

- This meeting was an opportunity for the Council and Commission members to get more information and update from Matrix regarding the General Plan and provide input.
- A lot of work had already been done to get public input and Matrix would continue to do so.
- The public could go to the website www.makeitchinogeneralplan.com to continue providing input.

Celeste Werner, Director of Strategic Planning, Matrix, presented the following:

- Introduced the Matrix Group (the Group).
- The Group would be providing a project update and highlighting some of the public engagement input received from two open house meetings. The meeting was meant to be an informal work session.
- The Group wanted to hear what direction the Council and Commission members believed the plan should be taking after hearing from the public.
- The Council and Commission would be asked questions to help the Group develop the plan.
- The meeting would close with what's next.

Project update:

- The timeline was the same as when the project started and was now in the March/April period when the Group would be developing the General Plan based on the input from, assessments, and evaluations they had done.
- The plan would address existing conditions, locate any deficiencies and surpluses, and how to get from where we are to 2040.
- April/May would be the 60-day public review period where the public would get a draft of the plan to provide further input.
- In June the Council would review the final draft of the General Plan which would include comments heard throughout the 60-day review period in Public Hearings. The Council would also vote to approve the plan.
- This process was set according to State law.
- The Plan would go to vote in November for ratification. The law required a 120-day pause period between Council approval and vote.
- Boards that were used at the Open House were posted around the room.
- The open houses, steering committee meetings, and Council meetings at the beginning of the process had generated the following vision statement:
 - "Chino Valley is a peaceful, affordable, rural community that supports recreation and regional tourism. We are committed to preserving our community's expansive vistas, endless grasslands, and starry night skies while supporting limited and sustainable growth. Our proud agricultural and equestrian tradition makes Chino Valley a desirable place to build a future."
- The Group worked to integrate the key items that people were most passionate about.

The Council, Commission, and Matrix discussed the following:

- There was a mix of support for the word affordable and different people used different words to convey "affordable" such as workforce housing and choice of housing.
- The Group felt that the council and commission should define affordable. It would be subjective based on everyone's income and what they believe is an amount they'd like to put toward a home. It was decided to remove the word.

Public Engagement:

- The Group had developed the project website and over 100 people had signed up to be added to the email list and 27 comments had been received. Those on the email list would receive the draft plan when it's ready.
- The website's url was shortened from "makeitchinovalleygeneralplan" to "makeitchinogeneralplan" for brevity. Some members were concerned that there was a Chino, California and it could be construed as trying to make Chino Valley like Chino.
- To change the website now would require a lot of work and communication to the public since a lot of people already knew "make it chino." Another website could be created and it would be the front end, and link to the "make it Chino" website.
- Some members felt it would make it confusing to change it now and that it was a little late in the game.

- Other members mentioned that people who live here call it Chino rather than Chino Valley.
- The website would be going away once the plan was done.
- There had been over 85 responses on the IDPlaces interactive mapping app. Anyone could pull it up on their phone or tablet. It was an interactive mapping exercise where the public could use iconic pins for transportation, infrastructure, new roads, air quality, etc., and pin a specific location and leave a comment in the box that popped up.
- The questionnaire received over 200 responses. The Group had never had such a large public engagement for other rural-type towns. The questionnaire was available online and at the first open house as a hard copy.

Open House #1:

- They had a great turnout and over 110 people came.
- The public received notifications from the Town through press releases, social media, and mailers that were sent to 1300 residents in community.
- There were a number of stations that provided interactive exercises where they got a lot of public input from asset mapping where people could represent their support for what should be preserved or enhanced, and identify some of the challenges or opportunities that the General Plan could enhance.
- The Group presented a word cloud representing what people love about Chino Valley and they were: rural, friendly people, open space, large lots, family oriented, recreation, dark skies, etc. This reinforced the vision the members and public would like to see.
- The Group presented a second word cloud representing what people wanted in 2040: Rural, 1 acre lots, more grocery stores, improved roads, no apartments, affordable housing.
- There was a split on some topics from the community. A common area needed to be found for 2040. The plan was not what to do today to improve the community, but about what needed to be done as future development occurred as far as improvements to infrastructure and public services, where money needed to be invested, etc.
- Some strengths the community felt Chino Valley had included: vacant land that has the opportunity for the right type of development, Old Home Manor for a specific type of development, public facilities, the library, senior center, aquatic center, recreation, and the Town's police force.
- Challenges included: poor roads (which was a challenge in large areas as much as rural, and would be more costly the longer it was delayed), limited water to support growth, and water/sewer master plan.
- The citizens were mixed on the need for additional retail and shopping, a town center, and lack of public gathering spaces.
- The Group presented a visual preference survey that was available at the Open House and there was little interest in multi-family housing, and mixed interest in duplexes. As for trails the highest preference was for stabilized dirt or graded gravel multi-use paths/trails.

Open House #2:

- This event was also well attended with more than 90 attendees.
- The second event is helpful because the Group could understand where the comments came from.
- 1300 mailers were sent out to the residents to notify them of the event.
- The Group had provided interactive activities which focused on five elements: land use, circulation, public facilities, economic development, and parks and recreation. The input would be loaded on the website for people to view.

Land Use:

- At the first meeting the Group talked about what a general plan was comprised of. There were two components: a narrative text of goals and policies to provide direction for

- future development, and a future land use map to help guide the type of land uses and development. The zoning map and ordinance had to be in compliance with that map.
- The current general plan said by 2024/2025 this was what the people thought they wanted to see the community be. They were looking for higher density development, more strip commercial along 89, Old Home Manor was identified as an employment corridor. Any decisions made regarding zoning and development were required to align with that plan. The current plan needed to be developed in the 2040 plan and it seems those preferences are not the same.
 - There were certain national standards for different populations. A community had to have a percentage of different land uses to be sustainable.

The Group, Council, and Commission discussed the following:

- Some of the Council and Commissioners wondered if they were really getting a legitimate snapshot of what the community wanted, or if they were just hearing from the “squeaky wheels” since only about 200 people went to the two Open House events.
- The Group stated that it is a challenge because no one gets excited about planning until a developer shows up in their back yard. So they also offered the options of people signing up for the email list on the website, and going out to the stakeholder groups of various interests to hear from as wide a cross section knowing not a lot would show up to meetings.
- Compiling information for the plan started with the public, then the steering committee, then the public officials (who represent the public), then the Group would bring planning expertise to the community and give a plan they believe would be a good mix and represent the vision described earlier.
- Some of the Council and Commissioners asked if age had been considered during the planning since in 2040 a good portion of the population would have passed away by then, and the younger demographic didn’t mind driving to town, while the older demographic wanted more options in Chino.
- The Group had done a demographic analysis and found that it was a maturing community.
- Council and Commissioners expressed that 2014 was a very different time where revenue was down and increasing density would mean more revenue, the roads weren’t as bad and there wasn’t as much traffic, water wasn’t as big of a concern, so there were different concerns, and things would change again by 2040.

Land Use Policy Ideas:

- The Group summarized what the public had indicated they wanted in terms of land use.
- The public indicated that commercial uses should not be located at major street intersections. That didn’t mean that the public wants no commercial at major intersections, but it shouldn’t be the predominant pattern.
- The public wanted to see more commercial at Old Home Manor.
- The public indicated that the Town should keep all residential in town to 1 acre lots or more, and there should not be large retail developments, and a new Town Hall was not necessary, which contradicted previous public opinions.
- Discussion ensued regarding the amenities the public wanted, while resisting any opportunities to raise funds for those features and services like imposing property taxes. Additional services and retail were not going to come to the town if there was not enough population to support them. However, there were a lot of other residents who liked not having a lot of services available and having to drive out of Town for those services. Some stated that was understandable, but the Town had to be able to fix the roads and take care of business to a certain degree, so something was going to have to develop and expand.
- Old Home Manor was discussed as the location for mixed use to address affordable housing with multi-family homes, commercial, mixed with single family, and still maintain a rural community.

- Public-private partnerships could be helpful to guide land uses.
- Public data was split and conflicting on what kind of lots were desired and where. Discussion ensued as to what has been discussed during Planning & Zoning Meetings and what that data likely meant.

Circulation Policy Ideas:

- This topic was about ways to increase public safety when traveling by methods other than vehicles such as requiring sidewalks, providing soft paths for horses, or requiring bicycle lanes. There may be specific areas that the Town would like to target for each mode of travel.
- Developments were already required to put in sidewalks. The problem with sidewalks and trails was that the Town needed more rights-of-way to build them.
- Prescott and Prescott Valley had regional connectors and that would need to be something that eventually connected to Chino Valley.
- The community supported outdoor recreational activity including bicycling and defining truck routes.
- The community did not support more street lights and limiting the number of driveways and busy streets
- The group highly recommended developing an access management plan to guide where driveways to commercial should be located for safety purposes. This was especially helpful for connecting neighboring lots rather than having to exit one and go out onto the highway to get to the next lot.
- Putting together a street light plan was discussed. Council and Commission members didn't suggest getting rid of them completely, but did agree with the community and keeping them to a minimum. The Group suggested standards that state street lights are only necessary under certain conditions and should be executed in a certain way.
- Equestrian paths, sidewalks and bicycles were discussed including where the Council and Commission thought they were most needed and how important those features would be in 20 years. There weren't as many people riding horses as they did years ago, but it was too busy now to ride around town. Some Council and Commission members felt that if equestrian paths were not preserved the town would move away from being rural. Policies could be written in a geographic manner so that some areas had sidewalks and other areas had equestrian paths and they could be mixed and matched. It was suggested that the paths be multipurpose to allow horses and bicycles.

Parks and Rec and Natural Resources:

- Town residents agreed with improving recreation programming to benefit all ages and interests, aquatic center hours and activities, and enhancing existing parks with additional amenities and beautification.
- Town residents wanted the Town to prioritize preserving open space, developing a regional recreation destination that preserved access to the Verde River, and develop neighborhood parks within 10 minutes walking distance of all new residences, equestrian and hiking tourism opportunities.
- Councilmember and Commissioners thought having parks within a 10 minute walk was unrealistic as a 10 minute walk is only a half mile. The new developments all included greenbelts.
- Councilmembers stated that the Town was already doing a lot of the things listed.

Public Facilities:

- This portion was about what the Town should do to support the vision for the future. The majority of the public agreed on all except one.
- The facilities included developing water, wastewater, and stormwater master plans, promoting broadband and fiber optic improvements for residents, and inventory and assessment of all facilities.

- The Council and Commission discussed the difficulty in funding such programs when the residents did not want property taxes and also wanted to lower the sales taxes.
- The public was supportive of establishing public-private partnerships, partnering and cost sharing with other agencies like Yavapai County, study and implement impact fees.
- The Council and Commission asked for details on how impact fees were implemented.
 - The State had changed the law in 2014 where there was more flexibility in how the money could be accumulated and spent in the community, but now it was very regimented and the Town would have to develop an infrastructure improvement program. And there were very specific programs identified such as recreation, water/wastewater infrastructure, streets, etc. It had to be services, locations, facilities, equipment that was necessary to serve the new developments coming in to pay for things that support that new development. It had to be done within a certain period of time. If done precisely and carefully there were ways to fund projects that would be beneficial to community.
- Impact fees could not be used to pay for ongoing expenses. It was only for certain capital projects involving new growth, not the existing population.

Economic Development:

- Majority of participants agreed with strengthening business opportunities by implementing and updating a business attraction program, developing a business retention program, and pursuing incubators, co-ops, pop-ups, farmer's markets, and partnerships to promote entrepreneurship.
- A business retention program was a program developed in the Economic Development Department and meant to work intimately with small businesses and the Chamber of Commerce to understand what their needs and struggles are, where opportunities might be, how the Town could support them more, and how the business could become more successful. It didn't have to be the Chamber, it could be a non-profit because they had access to a lot of grants and could help rural communities.
- Majority of participants agreed that new businesses should include agricultural and equestrian industries (could include tourism, new farms, etc.), fabrication and light manufacturing, research and development, office and remote work, medical research and services.
- Participants were split on allowing warehouse and distribution, high-tech fabrication and assembly. Council and Commissioners were surprised that the public would not support high-tech fabrication and assembly as it's a mostly clean industry.
- Regarding retail and dining participants agreed with more dining options, family entertainment options, and more outdoor recreation and sportsman retail, but disagreed with more feed/livestock supply stores.
- To attract new businesses participants believed the Town needed up to day and improved available tenant space, work force training programs for targeted industries. Participants disagreed with Great Western Corridor (GWC) improvements. Some members of Council stated that they didn't think the public knew what the GWC was and likely misunderstood that question. Council, Commissioners, and the group participated in discussion about the pros and cons of the GWC.
- The Council, Commission, and Group discussed the airport and what it could mean for development in Chino Valley and whether or not the Town would want to put programs in place to support growth of the airport.
- Discussion ensued regarding why OHM was being referred to as mixed use with residential when it had already been established as a business park with no residential. The public had indicated that they saw OHM as a business park, commercial, and sports and recreation facilities, and disagreed with moderate density housing less than a half-acre. However, when asked where the Town should put moderate density housing, if they had to choose a place, the public overwhelmingly indicated OHM.

Additional comments heard from the public included:

- A town lake at OHM
- Mini-golf or more activities
- Medical facilities
- Assisted living
- Nature center
- More equestrian opportunities
- Take advantage of Jerome Junction
- The Group had provided an interactive map of the Town at the Open House where the public could indicate where they would like to see certain types of development. The public indicated that Highway 89 should be largely commercial along with OHM. Areas that the public indicated for medium density housing had already been approved for apartment complexes and other higher density housing. The Council and Commissioners discussed that further development was going to have to occur on the East side of town and should be done in a way that there won't be isolated islands of residential areas.
- The Group would be looking at what parcels had already been entitled, but not developed, and then look at all developmental lands and the national standards for community land uses to help guide a future land use map for the Town.
- The Council, Commission, and Group discussed the likelihood that the Town was already maxed out in terms of commercial and residential development.

3. **ADJOURNMENT**

Mayor Miller adjourned the meeting at 8:12 p.m.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk
CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 04/11/2023
Contact Person: Erin Deskins, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to dissolve the Industrial Development Authority (IDA) and direct staff to return the remaining funds in the National Bank of Arizona Business Savings Account to the Towns General Fund.

RECOMMENDED ACTION:

Approve dissolution of the Industrial Development Authority (IDA) and direct staff to return the remaining funds in the National Bank of Arizona Business Savings Account to the Towns General Fund.

SITUATION AND ANALYSIS:

IDA members met on Thursday, March 30, 2023, to discuss the option of dissolving this public body. Members had not met since October 14, 2020, and agreed there was no viable reason to continue with this board. Any remaining funds held in the National Bank of Arizona Business Savings Account will be returned to the Town's General Fund. As of February 28, 2023, the ending balance was \$3,296.22.

Fiscal Impact

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

Attachments

No file(s) attached.