



TOWN COUNCIL AGENDA PACKET

REGULAR MEETING

**Tuesday, April 26, 2011
6:00 p.m.**

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

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

**APRIL 26, 2011
6:00 P.M.**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Chino Valley Town Council and to the general public that the Chino Valley Town Council will hold a Regular Meeting open to the public on **Tuesday, April 26, 2011** at **6:00 p.m.** in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona. Members of the Town Council will attend either in person or by telephone conference call. As indicated in the agenda, the Chino Valley Town Council may vote to go into Executive Session, which will not be open to the public, to discuss certain matters.

RULES FOR ADDRESSING THE COUNCIL – AMENDED MAY 13, 2010

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

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

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

- 1) **Call to Order, Invocation; Pledge of Allegiance; Roll Call.**
- 2) **Introductions, Presentations and Proclamations**
 - 2a) Proclamation declaring May 1-7, 2011 as "**Youth Week**," sponsored by Chino Valley Elks Lodge #2842.

- 2b) Presentation by Lora Lee Nye, Prescott Valley Council Member, regarding the **Arizona Centennial** and Chino Valley participation.
- 2c) Presentation of **Arbor Day** poster contest winners by Recreation Coordinator Shannon Gansz.

3) **Call to the Public**

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

Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting.

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

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

Consent Agenda

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

- 5) Consideration and possible action to approve February 22, 2011 Regular Meeting **minutes**.

Staff recommended motion: Move to accept Consent Agenda item 5.

Action Items

- 6) Consideration and possible action to approve the **Financial Report** for eight months ending February 28, 2011 for fiscal year 2010/2011.

Staff recommended motion: Move to approve the Financial Report for eight months ending February 28, 2011 for fiscal year 2010/2011.

- 7) Consideration and possible action regarding the Water and Sewer Agreement between the Town of Chino Valley and JT Properties, LLC for the **Kampgrounds of America** (KOA) project, located at Road 3½ North between State Route 89

and Road 1 East. Fiscal impacts will be dependant upon the structure of the agreement when approved by Council and JT Properties.

Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) to obtain legal advice from its attorneys and to consider its position and instruct its attorneys, or other designated representatives, regarding negotiations for a proposed Water and Sewer Agreement between the Town and JT Properties, L.L.C., in connection with property development (the Kampgrounds of America).

Staff recommended motion: Move to direct staff to negotiate the water and sewer agreement per the parameters set forth and bring back a revised reimbursement agreement within 90 days.

- 8) Discussion and possible action relative to authorizing staff to expend funds in the amount not-to-exceed \$42,056.69 for needed repairs to the Chino Valley **Aquatic Center**, located at 1615 N. Road 1 East; and approve required budget transfer. Funding to come from Aquatic Center expenditure lines in the General Fund. As a budget transfer will be required to facilitate this expenditure, staff recommends a transfer from Non-Departmental Contingencies expenditure line to the Aquatic Center Department expenditure lines.

Staff recommended motion: Move to authorize staff to expend funds in the amount of \$_____ for needed repairs to the Chino Valley Aquatic Center and approve associated budget transfer from Non-Departmental Contingencies to Aquatic Center.

- 9) *Continued from April 12, 2011:* Discussion and possible action regarding updated information and summary relative to the position of Civil Engineer. Funding levels are pursuant to Council direction with funds to come from Highway User Revenue Funds (HURF), Water and Sewer Enterprise Funds, and General Fund.

Staff recommended motion: To be determined per Council discussion.

- 10) Consideration and possible action to approve construction contract with **Sky Engineering** Inc. in an amount not to exceed \$170,564.74, for the solar energy generation station and installation of donated solar panels, located at the Town of Chino Valley Wastewater Treatment Plant, Old Home Manor, 2190 Rodeo Drive. Funds to come from EECBG (solar panels project) expenditure line item in the Capital Improvement Fund with reimbursement back to the Town from two Department of Commerce Energy Grants and from the Maintenance expenditure line item in the Sewer Enterprise Fund.

Staff recommended motion: Move to approve the construction contract for the Chino Valley Photovoltaic System to Sky Engineering in an amount not to exceed \$170,564.74 with reimbursement from Department of Commerce Grants in the

amount of \$165,007.24 and remaining \$5,557.50 to come from the Sewer Enterprise Fund.

- 11) Consideration and possible action to approve bid from **Granillo's Mobile Home Service**, for an amount not to exceed \$19,075.00, to inspect approximately 300 homes in the Chino Meadows 2 Subdivision and repair certain sewer line connections, if needed. Funds to come from Sewer Enterprise Fund, professional services and miscellaneous maintenance lines.

Staff recommended motion: Move to approve bid from Granillo's Mobile Home Service for an amount not to exceed \$19,075.00.

- 12) Consideration and possible action to award construction services bid for roadway repairs at the intersection of Reed Road and Road 3 North to **Grady's Quality Excavating**, Inc. in an amount not to exceed \$33,190.30. Funds to come from Highway User Revenue Funds Chipsealing line.

Staff recommended motion: Move to waive the procurement procedures and award construction services bid for roadway repairs at the intersection of Reed Road and Road 3 North to Grady's Quality Excavating, Inc. in an amount not to exceed \$33,190.30.

- 13) Consideration and possible action to accept the Town of Chino Valley **Area Drainage Master Study** as presented at the April 7, 2011 Council study session.

Staff recommended motion: Move to accept the Town of Chino Valley Area Drainage Master Study as presented at the April 7, 2011 Council study session and prioritize the top four projects as listed.

- 14) **Adjournment.**

Dated this 21st day of April, 2011.

By: _____
Jami C. Lewis, Town Clerk

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

ITEM 2a

Proclamation: Youth Week

PROCLAMATION

Youth Week - May 1-7, 2011



Whereas, the Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to community, state and nation; and

Whereas, Chino Valley Elks Lodge #2842 will sponsor an observance during that week in tribute to the Junior Citizens of this community; and

Whereas, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

Whereas, our youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership, and go forth to serve America; and

Whereas, to achieve this worthy objective, we should demonstrate our partnership with youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;

Now, Therefore, I, Jim Bunker, Mayor of the Town of Chino Valley, do hereby proclaim the first week in May as *Youth Week* in Chino Valley, Arizona, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 26th day of April 2011.

Jim Bunker, Mayor

ATTEST:

Jami C. Lewis, Town Clerk





10TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 5
☒ Regular Meeting ☐ Special Meeting ☐ Other _____
MEETING DATE: April 26, 2011 TIME: 6:00 p.m.SUBMITTING DEPARTMENT: Town ClerkCONTACT PERSON: Jami C. Lewis PHONE: 636-2646, ext. 119

☐ Presentation Only	☐ Report Only	☒ Consent	Estimated Length of Staff Presentation: _____ min.
☐ Action-Presentation	☐ Action	☐ Executive	

ITEM LOCATION:

PROPOSED AGENDA ITEM:Consideration and possible action to approve February 22, 2011 Regular Meeting minutes.FISCAL IMPACT? No If Yes, Budget Code: _____ Available: \$**FUNDING:**

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Council meeting minutes



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 5

SITUATION AND ANALYSIS:

RECOMMENDED MOTION:

Move to approve February 22, 2011 Regular Meeting minutes.

ATTACHMENTS:

February 22, 2011 Regular Meeting minutes

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Jami C. Lewis</u> Department Head	_____ Finance
_____ Other:	_____ Other:	_____ Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> Town Manager/Designee

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

**TUESDAY, FEBRUARY 22, 2011
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 22, 2011.

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

Council Present: Mayor Jim Bunker, Vice-Mayor Ron Romley, and Councilmembers Joel Baker, Dean Echols, Linda Hatch, Gloria Moore (by conference phone), and Carl Tenney.

Staff Present: Town Manager Michael Scannell, Management Assistant Cecilia Watts, Town Attorney Tom Kack, Finance Director Vera Smith, Associate Planner David Nicolella, Town Engineer/Public Works Director Ron Gritman, Transit Coordinator Jason Kelly, and Town Clerk Jami Lewis (recorder).

Councilmember Tenney gave the invocation and Councilmember Baker led the pledge of allegiance.

2) Introductions, Presentations and Proclamations

- 2a)** Recognize Curtis Skousen for 4 years of service and Dorothy Schmidt for 3.5 years on the **Planning and Zoning Commission**.

Mayor Bunker recognized Curtis Skousen for his service on the Planning and Zoning Commission. Ms. Schmidt was not present.

3) Call to the Public

Eric Owens, owner of Del Rio Drilling and Pump, spoke about his belief that the Mayor was using the aquifer's declining water table as a political tactic to push through a supersized sewer and water agenda. Mayor Bunker stated that it was not his, nor the Town's, intent to hook everyone to Town utilities, and he believed that a regional solution for safe yield could be achieved.

Creagon McConnell, President of the Paulden Area Community Organization, asked about the Town's plans for mitigation of Paulden's groundwater and the Verde River, as well as effluent, and standard practices to be employed with regard to the Town's intent to import water from the Paulden area. Mayor Bunker explained that the Town was years away from such plans, it would follow whatever regulations were required, and any such plans would be presented to the public.

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

Councilmember Baker spoke about his objection to Council being compared to Nazis, as was inferred in a Letter to the Editor in the Chino Valley Review.

Vice-Mayor Romley announced that a grand opening and ribbon cutting for the Chino Valley Transit System would be held on March 5 at Memory Park.

Consent Agenda

- 5) Appoint Joseph Abbate to the **Parks and Recreation Advisory Board** to fill a position vacated by resignation with term ending June 30, 2011.
- 6) Adopt **Resolution No. 11-952** creating the Chino Valley **Transit Advisory Committee** to advise Mayor and Council regarding services and policies applicable to the public transit system.
- 7) Authorize staff to encumber legal fees in the amount of \$14,566.44 relative to the Court challenge on **Referendum** No. REF 10-01. Funds to come from non-departmental legal services expenditure line in the General Fund.

Jerry Blackhawk, Paulden resident, asked about the subject of the Referendum. Mayor Bunker related that it was about the proposed KOA campground.

Vice-Mayor Romley MOVED, seconded by Councilmember Hatch, to accept Consent Agenda items 5-7. The motion PASSED unanimously 7-0.

Action Items

- 8) Approve Professional Services Agreement with **BMA Architects**, Planners & Landscape Architects, LLC, for \$4,800.00 plus expenses in an amount not to exceed \$5,300.00 to provide Master Planning services for the Town's South Campus site, consisting of approximately 4.85 acres and located at 202 N. State Route 89, as well as including the approximately 0.5 acre adjacent parcel addressed as 238 N. State Route 89, which includes the Chino Valley Fire District's metal and modular buildings. Funds to come from General Government Impact Fee Fund, to be disbursed from General Government Impact Fees Projects line item.

Associate Planner David Nicolella reported that:

- For many years, Town departments had experienced chronic space issues causing overcrowding and cluttering of the existing Town buildings.
- In recent years, the Town took the following steps to address the situation: (i) In May 2009, the Town acquired the former Yavapai Community College building on State Route 89 (South Campus) in an exchange for land at Old Home Manor; (ii) Thereafter, Council directed staff to relocate the Council Chambers to the South Campus; and (iii) In 2010, Council retained BMA Architects ("BMA") to design renovation plans for the South Campus to relocate approximately 13 staff members from the current Town Hall.

- As the South Campus building renovation was now in process, staff deemed it fitting to retain BMA to draw up a conceptual master plan for the 4.85 acre site, including, but not limited to, access, parking, vehicular and pedestrian circulation, future building locations, landscaping, and open space needs. Staff anticipated that the master plan could be completed by the end of April for no more than \$4,800.
- The Town Manager had also begun discussions with Fire Chief John Ginn regarding a land swap between the Town and the Chino Valley Fire District to allow the Town to acquire an approximately 0.5 acre parcel, upon which were located the Fire District's metal and modular buildings, that was adjacent to the South Campus.
- The current Town Hall building was approximately 3,400 square feet and relocating its staff to the South Campus would make available a significant amount of office space, including the former Council Chambers. Staff was proposing to engage Council in a discussion on the best plans to utilize the vacant facility and the possibility of employing BMA to assist in the process after the beginning of the next fiscal year.

Council asked about the lack of storage for Police evidence and how decisions would be made for using the space. Town Manager Michael Scannell stated that although the Police Department did need help, the Town needed a thoughtful process to determine the highest and best use of all space in the Town Hall complex. Peter Bourgois with BMA explained that they would interview employees and take an inventory of current space to determine how it was used and how spaces related to each other. They would do this for the South Campus first and then the vacated space at the North Campus.

Vice-Mayor Romley MOVED, seconded by Councilmember Echols, to approve Professional Services Agreement with BMA Architect, Planners & Landscape Architects, LLC, for \$4,800 plus expenses in an amount not to exceed \$5,300 to provide Master Planning services for the South Campus site, as well as the approximately 0.5 acre adjacent parcel owned by the Chino Valley Fire District; and to direct staff to initiate discussion with BMA Architects to develop a proposal on how to best utilize the vacant office space at Town Hall, which would not be scheduled until the beginning of the next fiscal year. The motion PASSED unanimously 7-0.

9) Discussion and possible action regarding Town representation during Yavapai County's Comprehensive Plan update process.

Mayor Jim Bunker and Town Manager Michael Scannell reported that:

- State law required that municipalities and counties develop plans to take a proactive approach to managing future growth and development and to update those plans at least every 10 years.
- The County's Comprehensive Plan was last updated in 2003 and they were beginning the process for another update, which they hoped to have ready for approval by the Board of Supervisors by August 2012.
- As Chino Valley was within Yavapai County and was affected by County planning policies, and as the Town was embarking on an update of its own General Plan, Mayor Bunker had suggested discussing the merits of having Town representation during the County's update process.

Councilmember Baker MOVED, seconded by Councilmember Hatch, to direct the Town Manager to select any and all staff members he felt appropriate to attend Comprehensive Plan meetings with Yavapai County. The motion PASSED unanimously 7-0.

- 10)** Approve October 28, 2010 Regular Meeting **minutes**. (Absent: Councilmember Baker)

Councilmember Hatch MOVED, seconded by Councilmember Tenney, to approve the October 28, 2010 minutes. The motion PASSED 6-0 with 1 abstention by Councilmember Baker.

- 11)** Approve November 9, 2010 Regular Meeting **minutes**. (Absent: Councilmember Baker)

Vice-Mayor Romley MOVED, seconded by Councilmember Hatch, to approve the November 9, 2010 minutes. The motion PASSED 6-0 with 1 abstention by Councilmember Baker.

- 12)** Approve December 7, 2010 Study Session **minutes**. (Absent: Councilmembers Baker and Moore)

Vice-Mayor Romley MOVED, seconded by Councilmember Echols, to approve the December 7, 2010 minutes. The motion PASSED 5-0 with 2 abstentions by Councilmembers Baker and Moore.

- 13a)** Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03(A)(3) and (4) to obtain legal advice and to consider its position and, if so determined, to instruct its attorneys regarding the claim pending against the City of Prescott for sales taxes related to the transport of water in, about or through the Town of Chino Valley.

(Council heard this item after item 14 but it is retained here for clarity.)

Councilmember Tenney MOVED, seconded by Councilmember Hatch, to go into executive session. The motion PASSED unanimously 7-0 at 7:05 p.m. Councilmember Moore left the meeting after the executive session and Mayor Bunker reconvened the meeting into open session at 7:40 p.m.

- 13b)** Possible action regarding the claim pending against the City of Prescott for sales taxes related to the **transport of water** in, about or through the Town of Chino Valley.

Council took no action on item 13b.

- 14)** Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to obtain legal advice from its attorneys and to consider its position and instruct its attorneys regarding pending and potential water resource contract negotiations.

(Council heard this item after item 12 but it is retained here for clarity.)

Councilmember Baker MOVED, seconded by Councilmember Hatch, to go into executive session. The motion PASSED unanimously 7-0 at 6:31 p.m. Mayor Bunker reconvened the meeting into open session at 7:04 p.m.

15) Adjournment.

Vice-Mayor Romley MOVED, seconded by Councilmember Tenney, to adjourn the meeting. The motion PASSED unanimously 6-0 at 7:41 p.m.

Jim Bunker, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 22nd day of February, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of April, 2011.

Jami C. Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 6

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: April 26, 2011 TIME: 6:00 pm

SUBMITTING DEPARTMENT: FINANCE

CONTACT PERSON: VERA SMITH PHONE: 636-2646 x173

☐ Presentation Only ☐ Report Only ☐ Consent Estimated Length of Staff Presentation: _____ min.
☒ Action-Presentation ☐ Action ☐ Executive 5 min.

ITEM LOCATION:

PROPOSED AGENDA ITEM:

Consideration and possible action to approve the Financial Report for eight months ending February 28, 2011 for fiscal year 2010/2011.

FISCAL IMPACT? No If Yes, Budget Code: _____ Available: _____

FUNDING:

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Financial Report



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 6

SITUATION AND ANALYSIS:

RECOMMENDED MOTION:

Move to approve the Financial Report for eight months ending February 28, 2011 for fiscal year 2010/2011.

ATTACHMENTS:

Financial Report

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Vera J. Smith

Author

Department Head

Vera J. Smith

Finance

Other: _____

Other: _____

Legal

Other: _____

Other: _____

Michael K. Scannell

Town Manager/Designee

Town of Chino Valley, Arizona

Financial Report

PRESENTED TO THE TOWN COUNCIL

April 26, 2011

**COVERING THE FINANCIAL ACTIVITIES OF THE TOWN GOVERNMENT
FROM JULY 1, 2010 TO FEBRUARY 28, 2011 FISCAL YEAR 2010/2011**

Prepared by the Town of Chino Valley Finance Department

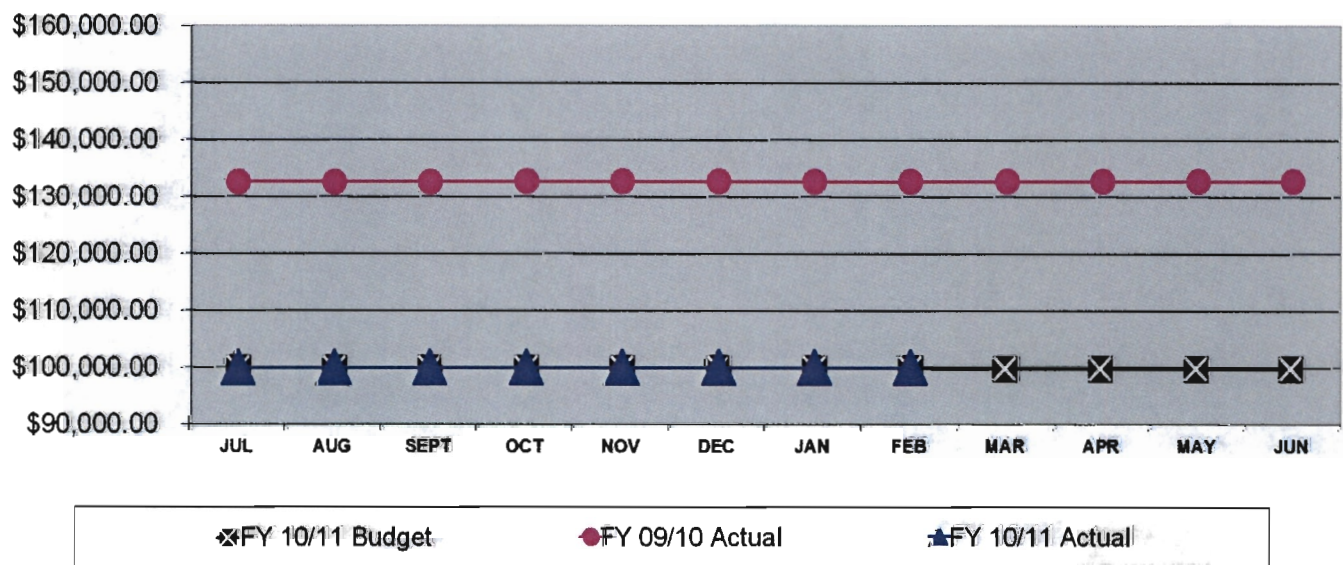
This Financial Report presents the unaudited financial information for the eight months ending February 28, 2011.

General Fund Revenues have exceeded Expenses for the eight months, and 66.67% of the year has occurred. At February 28, 2011 State Shared Revenues and Town Sales Tax Revenues are coming in at budget. On the General Fund expenditure side the majority of departments are under budget. Even though the budget is set conservatively we must continue to monitor revenues and expenditures.

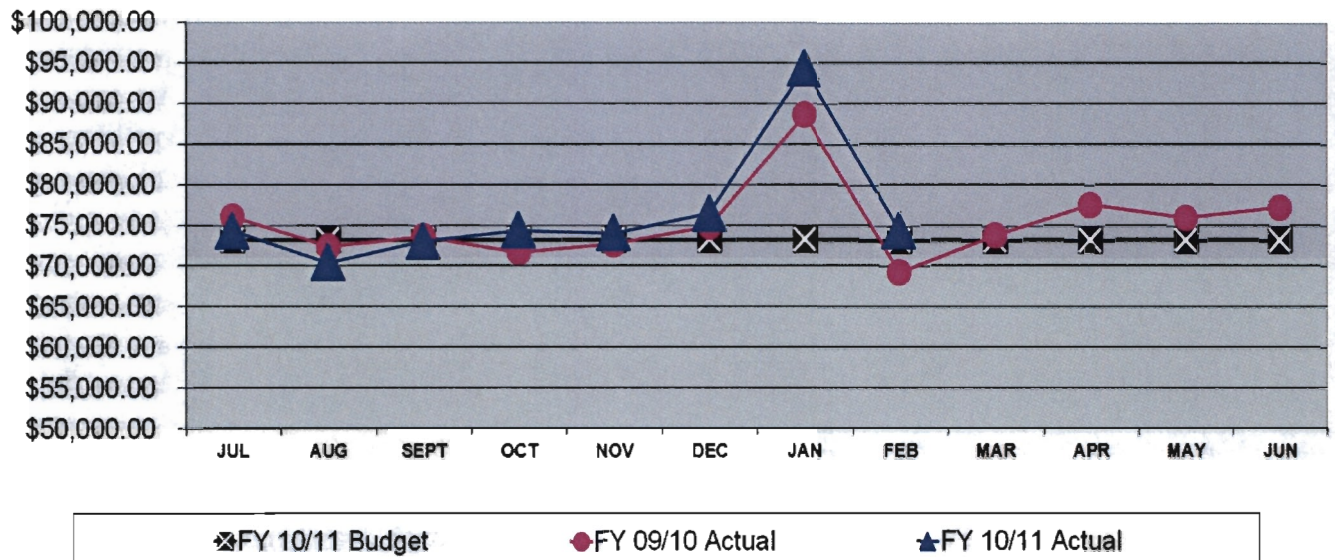
In the HURF Fund at February 28, 2011 Highway Users Revenues are coming in slightly above budget.

The negative net revenues over expenditures in the Highway Users Revenues Fund, Sewer Enterprise Fund, Capital Improvement Fund, Court Special Revenue Fund, Capital Asset Replacement Fund, Police Impact Fee Fund, Parks and Recreation Impact Fee Fund, General Government Impact Fee Fund, and Roads Impact Fee Fund are expected. When carry forwards are included in the budget it means revenues received in past fiscal year(s) are being utilized which will result in a negative amount on the net revenues over expenditures line.

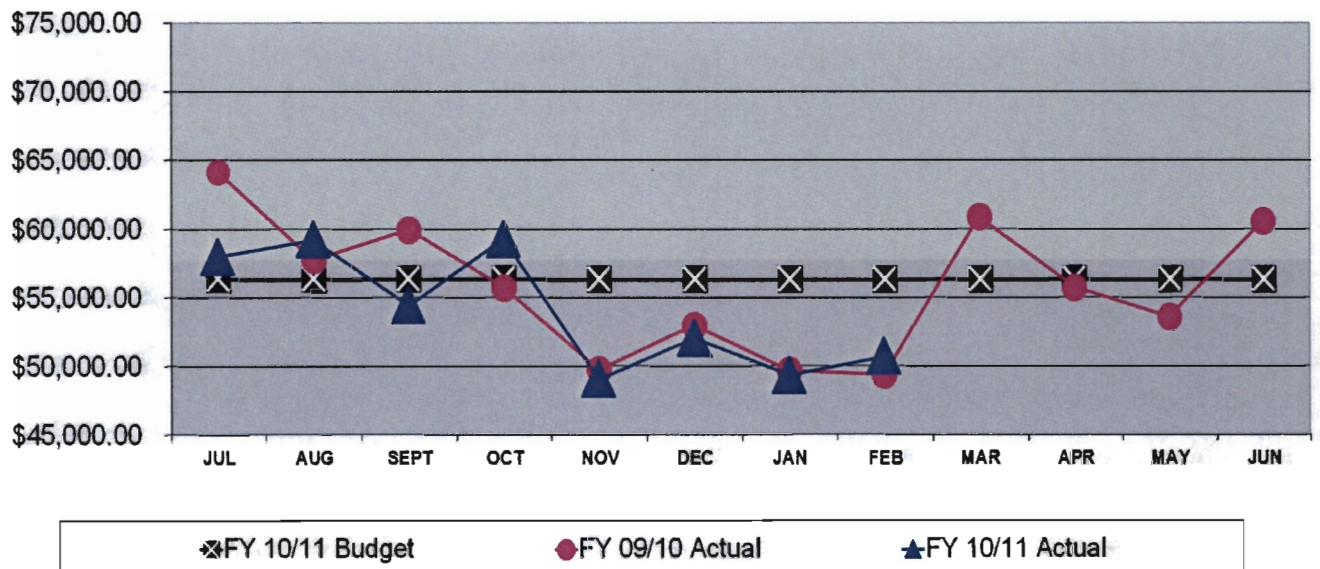
STATE SHARED INCOME TAX REVENUES COMPARISON



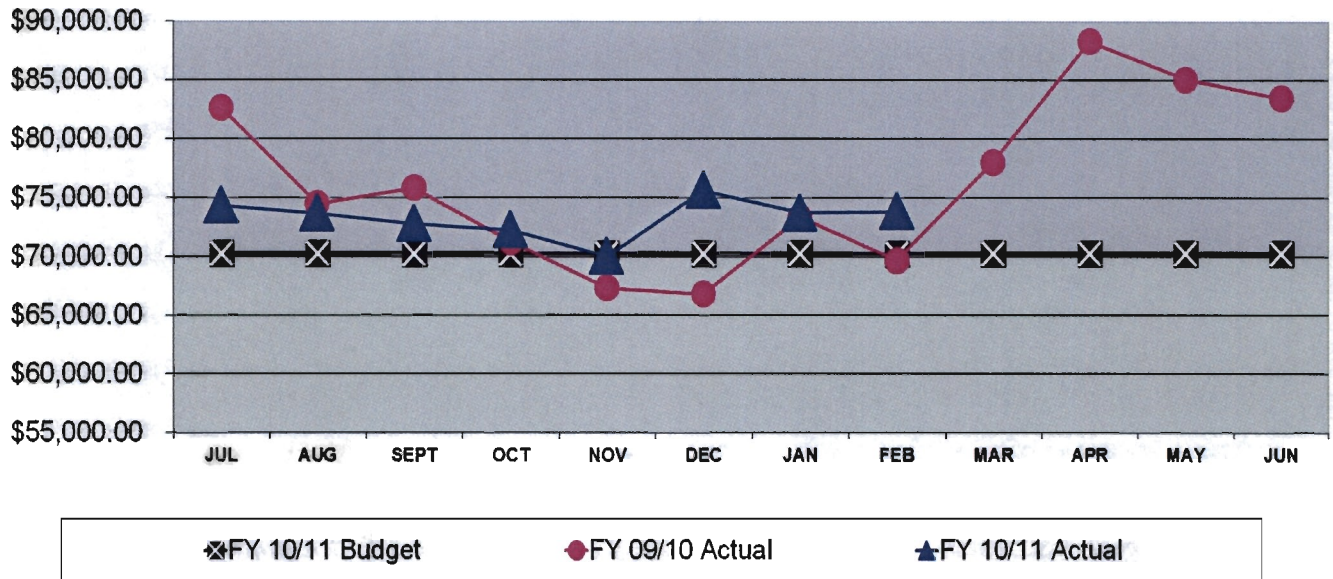
STATE SHARED SALES TAX REVENUES COMPARISON



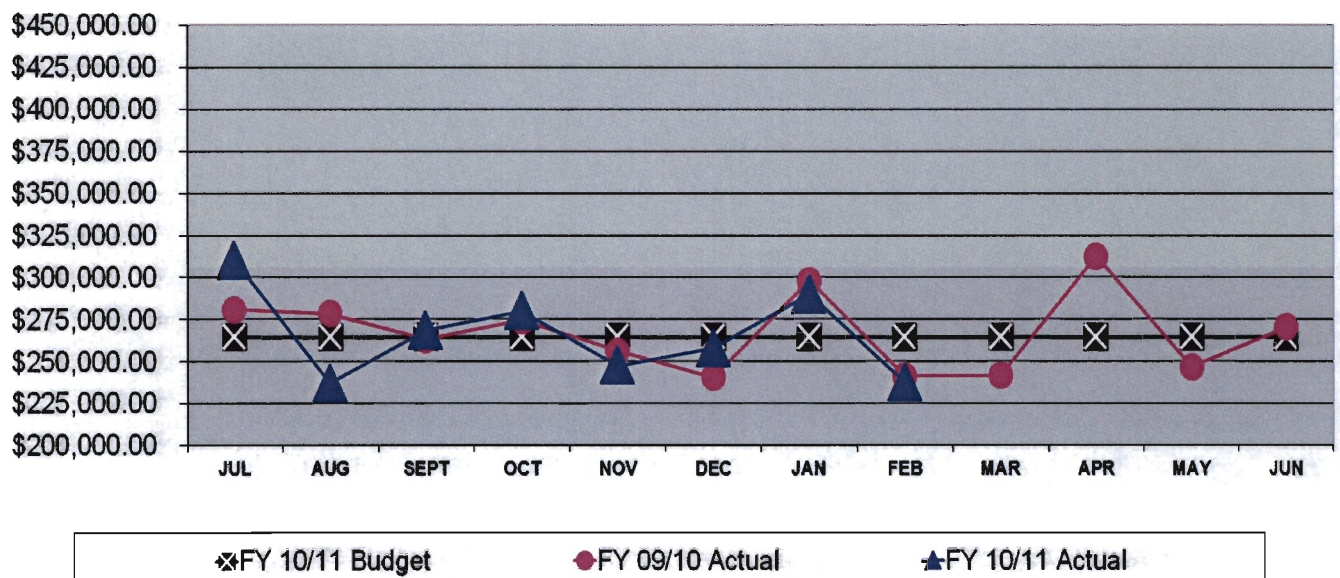
VEHICLE LICENSE TAX REVENUES COMPARISON



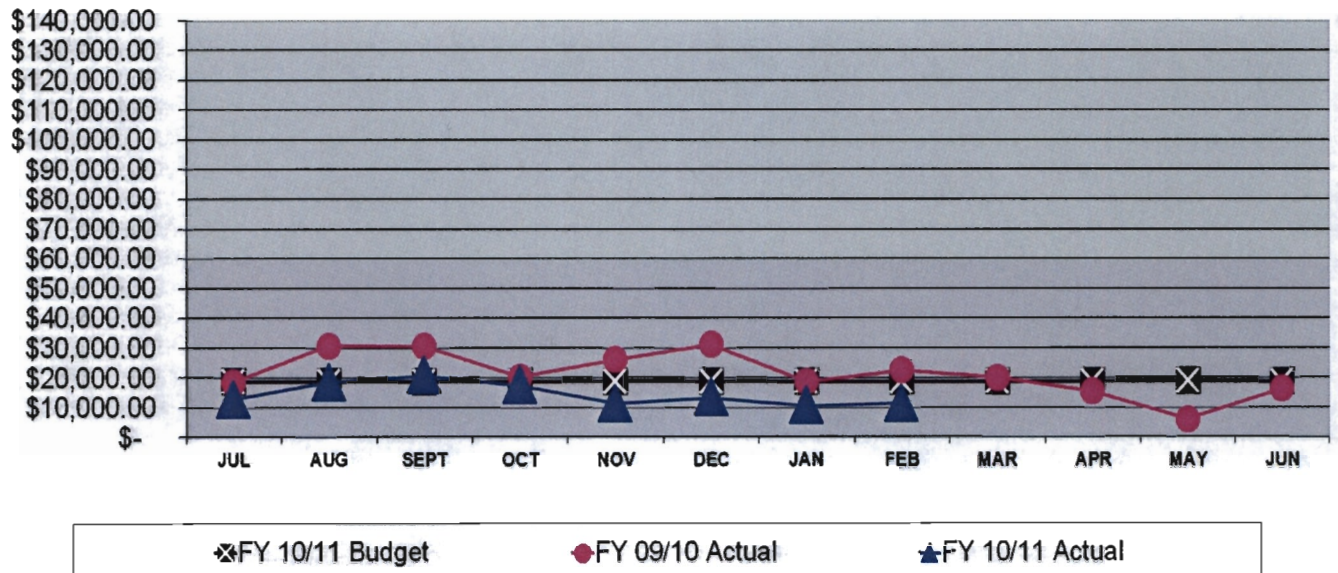
HIGHWAY USERS REVENUES COMPARISON



3% TOWN SALES TAX REVENUES COMPARISON



3% TOWN CONSTRUCTION SALES TAX REVENUES COMPARISON



TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

GENERAL FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
FRANCHISE TAXES	149,000	48.21	71,835.59	66,928.44
TAX REVENUES	2,266,666	66.04	1,496,894.44	1,554,488.03
LICENSES & PERMITS REVENUES	161,000	71.55	115,199.62	104,195.57
INTERGOVERNMENTAL REVENUES	3,011,835	65.48	1,972,277.61	2,299,373.53
CHARGES FOR SERVICES	109,200	58.47	63,852.99	60,713.81
FINES AND FORFEITURES	171,850	61.69	106,009.62	99,808.07
OTHER REVENUES	10,000	72.11	7,211.42	10,069.06
CONTRIBUTIONS AND DONATIONS	59,500	10.81	6,432.51	8,793.85
INVESTMENT EARNINGS	35	1225.37	428.88	19.78
OTHER SOURCES	1,042,735	38.64	402,950.88	174,736.61
TOTAL FUND REVENUES	6,981,821	60.77	4,243,093.56	4,379,126.75
<u>EXPENDITURES</u>				
LEGAL SERVICES	116,476	64.65	75,304.08	76,573.17
TOWN CLERK	180,389	51.55	92,992.53	82,242.29
TOWN MANAGER	300,575	58.11	174,675.76	160,420.43
HUMAN RESOURCES	113,792	55.04	62,625.95	47,513.85
MUNICIPAL COURT	271,731	61.14	166,148.94	146,564.33
FINANCE	224,357	63.63	142,755.99	142,290.42
MGMT INFORMATION SYSTEMS	105,029	55.37	58,156.76	52,914.15
GEOGRAPHICAL INFO SYSTEMS	67,318	61.68	41,519.16	39,420.90
MAYOR & COUNCIL	18,897	53.66	10,139.76	12,435.02
PLANNING	156,693	73.28	114,829.07	121,724.04
BUILDING INSPECTION	78,924	51.36	40,531.61	46,951.38
CODE ENFORCEMENT	52,800	64.31	33,954.51	32,319.58
DISPATCH	312,026	60.19	187,805.37	192,498.46
POLICE	2,165,322	63.25	1,369,628.67	1,334,496.10
ANIMAL CONTROL	65,560	59.26	38,849.55	36,606.83
RECREATION	133,530	60.91	81,330.37	93,849.03
LIBRARY	275,426	57.37	158,014.17	152,331.22
SENIOR CENTER	186,281	55.62	103,612.11	78,550.41
PARKS MAINTENANCE	457,932	58.56	268,168.36	240,879.90
AQUATICS CENTER	188,008	62.73	117,932.08	76,872.09
PUBLIC WORKS ADMINISTRATION	19,820	62.92	12,470.54	24,689.56
FACILITIES MAINTENANCE	239,950	66.45	159,444.36	150,515.93
PUBLIC WORKS	0	.00	18.50	.00
FLEET MAINTENANCE	311,757	57.13	178,121.74	169,477.82
ENGINEERING	53,577	54.07	28,969.89	155,108.07
DEBT, CONTINGENCIES, TRANSFERS	885,651	39.49	349,760.95	354,036.79
TOTAL FUND EXPENDITURES	6,981,821	58.26	4,067,760.78	4,021,281.77
NET REVENUES OVER EXPENDITURES			175,332.78	357,844.98

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

HIGHWAY USER REVENUE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
RIGHT OF WAY PERMITS	1,500	85.63	1,284.50	1,015.00
DRIVEWAY PERMITS	600	30.00	180.00	240.00
INTEREST INCOME	2,600	51.08	1,327.97	1,660.75
SALE OF FIXED ASSETS	25,000	3.18	794.42	75,000.00
WIFA GRANT	0	.00	20,000.00	.00
HIGHWAY USERS REVENUE	842,820	69.59	586,551.92	581,760.05
COURT FINES -- HURF	2,700	2.24	60.56	1,550.19
LTAf REVENUES	0	.00	.00	31,558.40
STIMULUS PROJECTS REVENUE	3,192,617	.00	.00	.00
TOTAL REVENUES	<u>4,067,837</u>	<u>15.00</u>	<u>610,199.37</u>	<u>692,784.39</u>
<u>OTHER SOURCES</u>				
CARRYOVER	1,295,258	.00	.00	.00
TOTAL OTHER SOURCES	<u>1,295,258</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND REVENUES	<u>5,363,095</u>	<u>11.38</u>	<u>610,199.37</u>	<u>692,784.39</u>
<u>EXPENDITURES</u>				
PERSONNEL COSTS	483,791	58.72	284,069.85	183,993.73
OPERATING COSTS	395,063	43.83	173,154.20	99,951.74
CHIPSEALING/ARMORING	791,804	80.37	636,363.23	34,908.25
CENTER STREET PROJECT	400,000	99.14	396,556.63	.00
STIMULUS PROJECTS	3,192,617	.00	.00	.00
CONTINGENCIES	19,287	.00	.00	.00
RESERVE FUND	14,881	.00	.00	.00
ON-LINE AUCTION EXPENSES	2,000	.00	.00	5,250.00
TFR TO CAPITAL ASSET REPL	31,810	.00	.00	.00
TFRS TO DEBT SERVICE FUND	31,842	66.67	21,227.92	21,227.92
TOTAL FUND EXPENDITURES	<u>5,363,095</u>	<u>28.18</u>	<u>1,511,371.83</u>	<u>345,331.64</u>
NET REVENUES OVER EXPENDITURES			<u>(901,172.46)</u>	<u>347,452.75</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

CDBG GRANTS

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
CDBG GRANTS	371,473	.00	.00	.00
TOTAL REVENUES	371,473	.00	.00	.00
TOTAL FUND REVENUES	371,473	.00	.00	.00
<u>EXPENDITURES</u>				
OPERATING COSTS	23,059	.00	.00	1,065.43
CONSTRUCTION COSTS	348,414	.00	.00	.00
TOTAL FUND EXPENDITURES	371,473	.00	.00	1,065.43
NET REVENUES OVER EXPENDITURES			.00	(1,065.43)

TOWN OF CHINO VALLEY FUND SUMMARY -- WATER ENTERPRISE FUND
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
WATER SERVICE FEES	450,000	55.99	251,950.51	262,473.25
WATER SYSTEM BUY-IN FEES	20,000	8.54	1,708.00	854.00
WTR SERVICE CONNECTION TAP FEE	800	.00	.00	.00
WATER METER FEES	2,700	25.81	696.88	397.69
MISCELLANEOUS REVENUE	3,500	83.15	2,910.18	2,326.46
STIMULUS PROJECTS REVENUE	4,000,000	.00	.00	.00
TOTAL REVENUES	<u>4,477,000</u>	<u>5.75</u>	<u>257,265.57</u>	<u>266,051.40</u>
<u>OTHER SOURCES</u>				
TFRS FROM CAPITAL IMPROV. FUND	306,454	34.97	107,168.00	63,908.00
TFRS FROM SEWER FUND	50,000	.00	.00	.00
TFRS FROM CAPITAL REPLAC FUND	918	100.00	918.00	.00
TOTAL OTHER SOURCES	<u>357,372</u>	<u>30.24</u>	<u>108,086.00</u>	<u>63,908.00</u>
TOTAL FUND REVENUES	<u>4,834,372</u>	<u>7.56</u>	<u>365,351.57</u>	<u>329,959.40</u>
<u>EXPENDITURES</u>				
<u>WATER UTILITY OPERATIONS</u>				
PERSONNEL COSTS	194,326	63.74	123,858.19	50,590.32
OPERATING COSTS	153,720	52.78	81,137.57	87,633.12
TOTAL WATER UTILITY OPERATIONS	<u>348,046</u>	<u>58.90</u>	<u>204,995.76</u>	<u>138,223.44</u>
WELLS	2,030	444.59	9,025.23	.00
LEASE PURCHASE-CWMHP LOT	4,278	99.98	4,277.14	4,277.14
WATER METERS	5,000	28.32	1,415.79	2,193.63
STIMULUS PROJECTS	4,000,000	.00	.00	.00
COUNTRY WEST WELL REHAB	50,000	.00	.00	.00
DEVELOPER LOAN PAYMENTS	16,628	8.54	1,420.00	.00
CONTINGENCIES	25,958	.00	.00	.00
RESERVE FUND	25,958	.00	.00	.00
<u>WATER RESOURCES DIVISION</u>				
PERSONNEL COSTS	6,686	231.10	15,451.12	75,034.57
OPERATING COSTS	135,641	47.68	64,675.51	14,229.83
TOTAL WATER RESOURCES DIVISION	<u>142,327</u>	<u>56.30</u>	<u>80,126.63</u>	<u>89,264.40</u>
CONTINGENCIES	17,607	.00	.00	.00
RESERVE FUND	17,607	.00	.00	.00
CAMERON PROPERTY OBLIGATIONS	27,390	96.43	26,410.82	36,535.84
DE LAGE LANDEN PUBLIC FINANCE	11,543	75.00	8,656.92	7,695.04
RESERVE	140,000	.00	.00	.00

TOWN OF CHINO VALLEY FUND SUMMARY -- WATER ENTERPRISE FUND
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
	<u>4,834,372</u>	<u>6.96</u>	<u>336,328.29</u>	<u>278,189.49</u>
TOTAL FUND EXPENDITURES				
	<u>4,834,372</u>	<u>6.96</u>	<u>336,328.29</u>	<u>278,189.49</u>
NET REVENUES OVER EXPENDITURES			<u>29,023.28</u>	<u>51,769.91</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

CAPITAL IMPROVEMENT FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
1% TPT REVENUES-RETAIL/OTHER	1,050,000	66.04	693,437.24	709,061.33
1% CONSTRUCTION TPT REVENUES	75,000	52.19	39,141.67	66,572.45
SALES TAX-ADOT HWY 89 WIDENING	0	.00	.00	109,722.69
1% BED TAX REVENUES	8,334	190.40	15,868.13	1,610.23
CTY DRAINAGE MASTER PLAN REV	100,325	141.97	142,433.49	.00
CVUSD ADJACENT WAYS PROJECT	273,000	101.14	276,122.63	.00
EECBG REVENUES (SOLAR PANELS)	256,807	.00	.00	.00
MISC CAPITAL PROJECTS REVENUES	18,821,283	.00	.00	.00
TOTAL REVENUES	20,584,749	5.67	1,167,003.16	886,966.70
<u>OTHER REVENUES</u>				
MISC PARK CONTRIBUTIONS	50	.00	.00	.00
MISCELLANEOUS CONTRIBUTIONS	50,000	.00	.00	500.00
MISC POOL CONTRIBUTIONS	400	50.00	200.00	.00
INTEREST INCOME LGIP	1,250	35.09	438.62	677.00
INTEREST INCOME -- GADA LGIP	5,000	19.60	980.24	3,129.76
TOTAL OTHER REVENUES	56,700	2.86	1,618.86	4,306.76
<u>OTHER SOURCES</u>				
CARRYOVER	1,065,000	.00	.00	.00
TOTAL OTHER SOURCES	1,065,000	.00	.00	.00
TOTAL FUND REVENUES	21,706,449	5.38	1,168,622.02	891,273.46
<u>EXPENDITURES</u>				
MISC CAPITAL PROJECTS	18,821,283	.00	.00	.00
BOND ISSUANCE/ADMIN COSTS	0	.00	.00	200.00
CVUSD ADJACENT WAYS PROJECT	273,000	101.14	276,122.63	4,575.00
EECBG EXPS (SOLAR PANELS PJT)	256,807	2.31	5,919.72	.00
CTY DRAINAGE MASTER PLAN	100,325	141.97	142,433.49	1,182.50
P&R01 PHASE III-COMM CTR PARK	115,000	.00	.00	.00
ADOT HWY 89 WIDENING PROJECT	0	.00	.00	250,000.00
GADA FINANCED IMPROVEMENTS	1,000,000	102.12	1,021,201.03	945,524.92
TFRS TO GENERAL FUND	668,629	59.37	396,950.88	155,406.45
TFRS TO WATER ENTERPRISE FUND	306,454	34.97	107,168.00	63,908.00
TFRS TO DEBT SERVICE FUND	164,951	.00	.00	.00

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

CAPITAL IMPROVEMENT FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
TOTAL FUND EXPENDITURES	<u>21,706,449</u>	<u>8.98</u>	<u>1,949,795.75</u>	<u>1,420,796.87</u>
NET REVENUES OVER EXPENDITURES			<u>(781,173.73)</u>	<u>(529,523.41)</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

SEWER ENTERPRISE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
SEWER SERVICE FEES	950,000	71.11	675,565.66	608,653.13
SEPTAGE RECOVERY FEES	60,000	64.06	38,435.49	37,152.72
SEWER SYSTEM BUY-IN FEES	250,000	11.70	29,248.17	70,188.46
CHINO MEADOWS SEWER HOOKUPS	0	.00	72,793.84	81,721.37
ANNUAL PERMIT FEE-SEPTAGE	400	105.00	420.00	420.00
MISCELLANEOUS REVENUE	30,000	90.09	27,027.84	14,853.95
STIMULUS PROJECTS REVENUE	11,994,605	.00	.00	.00
TOTAL REVENUES	<u>13,285,005</u>	<u>6.35</u>	<u>843,491.00</u>	<u>812,989.63</u>
<u>OTHER REVENUES</u>				
INVESTMENT EARNINGS	<u>37,000</u>	<u>68.71</u>	<u>25,423.76</u>	<u>25,797.91</u>
TOTAL OTHER REVENUES	<u>37,000</u>	<u>68.71</u>	<u>25,423.76</u>	<u>25,797.91</u>
<u>OTHER SOURCES</u>				
CARRYOVER	<u>666,810</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL OTHER SOURCES	<u>666,810</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND REVENUES	<u>13,988,815</u>	<u>6.21</u>	<u>868,914.76</u>	<u>838,787.54</u>
<u>EXPENDITURES</u>				
PERSONNEL COSTS	190,942	63.71	121,655.31	50,635.26
OPERATING COSTS	635,400	65.72	417,604.91	361,989.18
STIMULUS PROJECTS	11,994,605	.00	.00	.00
SEWER SYSTEM LOAN PMTS	100,000	8.20	8,200.00	.00
WIFA CM LOAN PRINCIPAL	278,747	100.00	278,746.77	66,155.68
WIFA LOAN INTEREST/FEES	168,735	50.00	84,366.89	88,269.82
USDA CM LOAN PRINCIPAL	88,549	66.21	58,626.46	20,851.95
USDA CM LOAN INTEREST/FEES	178,979	66.89	119,725.54	160,358.30
WIFA DEBT SVC RESERVE-LOAN 1	21,592	.00	.00	.00
WIFA DEBT SVC RESERVE-LOAN 2	69,466	.00	.00	.00
CONTINGENCIES	105,900	.00	.00	.00
RESERVE FUND	105,900	.00	.00	.00
TFRS TO WATER ENTERPRISE FUND	<u>50,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND EXPENDITURES	<u>13,988,815</u>	<u>7.78</u>	<u>1,088,925.88</u>	<u>748,260.19</u>
NET REVENUES OVER EXPENDITURES			<u>(220,011.12)</u>	<u>90,527.35</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

GRANTS FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
MISC GRANTS- POLICE DEPARTMENT	2,200,000	2.65	58,294.00	4,800.00
PD EMERG MGMT TRAILER RENOV	0	.00	.00	15,030.00
PD SELECTIVE TRAFFIC ENFORCPGM	0	.00	.00	4,098.12
GOHS-POLICE TRAFFIC SERVICES	0	.00	10,482.37	.00
GOHS-DUI ALCOHOL ENFORCEMENT	0	.00	3,120.51	.00
AZ GAME & FISH DEPT GRANT	0	.00	50,000.00	.00
PARKS & REC GRANTS	300,000	.00	.00	11,144.62
MISC GRANTS - LIBRARY	200,000	.00	.00	547.70
PLANNING GRANT REVENUE	100,000	.00	.00	.00
SEN CNTR SPECIAL GRANTS	147,889	4.13	6,115.00	23,086.46
EMERG FOOD & SHELTER PGM	0	.00	1,500.00	4,000.00
ADOT TRANSPORTATION GRANT REV	116,584	.56	647.23	.00
MISC PUBLIC WORKS GRANTS	200,000	.00	.00	.00
MISC GRANT COURT	200,000	.18	350.00	3,370.50
TOTAL REVENUES	3,464,473	3.77	130,509.11	66,077.40
<u>OTHER REVENUES</u>				
INTEREST INCOME	30	185.20	55.56	25.05
TOTAL OTHER REVENUES	30	185.20	55.56	25.05
<u>OTHER SOURCES</u>				
CARRYOVER	31,093	.00	.00	.00
TFRS FROM GENERAL FUND	9,934	13.43	1,334.00	3,897.23
TOTAL OTHER SOURCES	41,027	3.25	1,334.00	3,897.23
TOTAL FUND REVENUES	3,505,530	3.76	131,898.67	69,999.68
<u>EXPENDITURES</u>				
MUNICIPAL JUDGE	200,000	.18	350.00	3,370.50
PLANNING	100,000	.00	.00	.00
POLICE	2,200,000	5.09	112,009.19	43,141.69
RECREATION	100,000	.00	.00	.00
LIBRARY	200,000	.00	.00	547.70
TRANSIT PGM	300,030	5.89	17,660.09	16,747.61
SR CTR	5,500	175.76	9,666.66	.00
PARKS MAINTENANCE	200,000	.05	100.00	3,382.39
PUBLIC WORKS ADMINISTRATION	200,000	.00	.00	.00

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

GRANTS FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
TOTAL FUND EXPENDITURES	<u>3,505,530</u>	<u>3.99</u>	<u>139,785.94</u>	<u>67,189.89</u>
NET REVENUES OVER EXPENDITURES			<u>(7,887.27)</u>	<u>2,809.79</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

DEBT SERVICE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
TFRS FROM GENERAL FUND	67,942	70.82	48,116.60	60,343.10
TFRS FROM CAPITAL IMPROVEMENTS	164,951	.00	.00	.00
TFRS FROM IMPACT FEES	9,163	100.00	9,163.20	16,035.60
TFRS FROM HIGHWAY USER FUND	31,842	66.67	21,227.92	21,227.92
TOTAL REVENUES	273,898	28.66	78,507.72	97,606.62
TOTAL FUND REVENUES	273,898	28.66	78,507.72	97,606.62
<u>EXPENDITURES</u>				
SUNTRUST LEASING-VEHICLES	18,327	100.00	18,326.40	36,652.80
BANC AMERICA PUBLIC CAPITAL	88,869	66.67	59,246.32	59,246.32
DEBT SVC 2004 BOND INTEREST	99,220	.00	.00	.00
GADA LOAN INTEREST	65,731	.00	.00	.00
FISCAL AGENT FEES	1,751	53.40	935.00	1,707.50
TOTAL FUND EXPENDITURES	273,898	28.66	78,507.72	97,606.62
NET REVENUES OVER EXPENDITURES			.00	.00

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

SPECIAL REVENUE FUND-COURT

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>FEE REVENUES</u>				
COURT IMPROVEMENT FEES	15,000	72.13	10,819.26	9,199.54
COURT COLLECTION FEES	13,000	49.02	6,372.77	7,836.50
INTEREST INCOME	0	.00	124.15	78.46
TOTAL FEE REVENUES	<u>28,000</u>	<u>61.84</u>	<u>17,316.18</u>	<u>17,114.50</u>
<u>OTHER REVENUES</u>				
INTEREST INCOME-LGIP	<u>110</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL OTHER REVENUES	<u>110</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
<u>FEE REVENUES</u>				
CARRYOVER	<u>135,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FEE REVENUES	<u>135,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND REVENUES	<u>163,110</u>	<u>10.62</u>	<u>17,316.18</u>	<u>17,114.50</u>
<u>EXPENDITURES</u>				
PERSONNEL COSTS	0	.00	5,393.87	.00
OPERATING COSTS	53,035	3.36	1,780.55	3,310.19
CAPITAL EXPENDITURES	<u>110,075</u>	<u>28.65</u>	<u>31,538.54</u>	<u>17,207.46</u>
TOTAL FUND EXPENDITURES	<u>163,110</u>	<u>23.73</u>	<u>38,712.96</u>	<u>20,517.65</u>
NET REVENUES OVER EXPENDITURES			<u>(21,396.78)</u>	<u>(3,403.15)</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

CAPITAL ASSET REPLACEMENT FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>TAX REVENUES</u>				
SALES TAX AUDIT REVENUES	10,000	.00	.00	.00
TOTAL TAX REVENUES	10,000	.00	.00	.00
<u>OTHER REVENUES</u>				
AMRRP DIVIDEND	34,506	100.00	34,506.00	22,483.00
INTEREST INCOME-LGIP	250	69.52	173.79	187.71
TOTAL OTHER REVENUES	34,756	99.78	34,679.79	22,670.71
<u>TAX REVENUES</u>				
CARRYOVER	103,000	.00	.00	.00
TFRS FROM HIGHWAY USER FUND	31,810	.00	.00	.00
TOTAL TAX REVENUES	134,810	.00	.00	.00
TOTAL FUND REVENUES	179,566	19.31	34,679.79	22,670.71
<u>EXPENDITURES</u>				
OPERATING COSTS	5,000	60.73	3,036.63	.00
DEBT SERVICE/OTHER	174,566	33.70	58,821.37	29,345.92
TOTAL FUND EXPENDITURES	179,566	34.45	61,858.00	29,345.92
NET REVENUES OVER EXPENDITURES			(27,178.21)	(6,675.21)

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

POLICE IMPACT FEE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
POLICE IMPACT FEES-RESIDENTIAL	0	.00	.00	606.00
POLICE IMPACT FEES-COMMERCIAL	0	.00	.00	1,331.04
INTEREST INCOME POOL	125	99.42	124.27	95.33
TOTAL REVENUES	125	99.42	124.27	2,032.37
<u>OTHER SOURCES</u>				
CARRYOVER	147,000	.00	.00	.00
TOTAL OTHER SOURCES	147,000	.00	.00	.00
TOTAL FUND REVENUES	147,125	.08	124.27	2,032.37
<u>EXPENDITURES</u>				
CAPITAL EXPENDITURES	137,962	.00	.00	.00
DEBT SERVICE/OTHER	9,163	100.00	9,163.20	18,326.40
TOTAL FUND EXPENDITURES	147,125	6.23	9,163.20	18,326.40
NET REVENUES OVER EXPENDITURES			(9,038.93)	(16,294.03)

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

LIBRARY IMPACT FEE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
LIBRARY IMPACT FEES-RESID	0	.00	.00	296.00
INTEREST INCOME POOL	80	138.30	110.64	71.10
	<u>80</u>	<u>138.30</u>	<u>110.64</u>	<u>367.10</u>
TOTAL REVENUES	80	138.30	110.64	367.10
	<u>80</u>	<u>138.30</u>	<u>110.64</u>	<u>367.10</u>
 <u>EXPENDITURES</u>				
CAPITAL EXPENDITURES	80	.00	.00	.00
	<u>80</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND EXPENDITURES	80	.00	.00	.00
	<u>80</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
NET REVENUES OVER EXPENDITURES			<u>110.64</u>	<u>367.10</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

PARKS/REC IMPACT FEE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
PARKS/REC IMPACT FEES-RESID	0	.00	.00	1,092.00
INTEREST INCOME POOL	80	140.26	112.21	71.56
	<u>80</u>	<u>140.26</u>	<u>112.21</u>	<u>1,163.56</u>
TOTAL REVENUES	<u>80</u>	<u>140.26</u>	<u>112.21</u>	<u>1,163.56</u>
<u>REVENUES</u>				
CARRYOVER	126,000	.00	.00	.00
	<u>126,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL REVENUES	<u>126,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
<u>EXPENDITURES</u>				
CAPITAL EXPENDITURES	126,080	3.97	5,000.00	.00
	<u>126,080</u>	<u>3.97</u>	<u>5,000.00</u>	<u>.00</u>
TOTAL FUND EXPENDITURES	<u>126,080</u>	<u>3.97</u>	<u>5,000.00</u>	<u>.00</u>
NET REVENUES OVER EXPENDITURES			(4,887.79)	1,163.56

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

GENL GOVT IMPACT FEE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
GENL GOV IMPACT FEES-RESID	0	.00	.00	310.00
GENL GOV IMPACT FEES-COMML	0	.00	.00	582.33
INTEREST INCOME POOL	150	119.88	179.82	119.67
	<u>150</u>	<u>119.88</u>	<u>179.82</u>	<u>1,012.00</u>
TOTAL REVENUES	<u>150</u>	<u>119.88</u>	<u>179.82</u>	<u>1,012.00</u>
<u>REVENUES</u>				
CARRYOVER	210,000	.00	.00	.00
	<u>210,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL REVENUES	<u>210,000</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
	<u>210,150</u>	<u>.09</u>	<u>179.82</u>	<u>1,012.00</u>
TOTAL FUND REVENUES	<u>210,150</u>	<u>.09</u>	<u>179.82</u>	<u>1,012.00</u>
<u>EXPENDITURES</u>				
CAPITAL EXPENDITURES	210,150	6.33	13,303.62	.00
	<u>210,150</u>	<u>6.33</u>	<u>13,303.62</u>	<u>.00</u>
TOTAL FUND EXPENDITURES	<u>210,150</u>	<u>6.33</u>	<u>13,303.62</u>	<u>.00</u>
NET REVENUES OVER EXPENDITURES			<u>(13,123.80)</u>	<u>1,012.00</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

ROADS IMPACT FEE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>REVENUES</u>				
ROADS IMPACT FEES-RESIDENTIAL	0	.00	.00	6,056.00
ROADS IMPACT FEES-COMMERCIAL	0	.00	.00	8,069.43
INTEREST INCOME POOL	1,200	152.71	1,832.55	1,002.13
	<u>1,200</u>	<u>152.71</u>	<u>1,832.55</u>	<u>15,127.56</u>
TOTAL REVENUES	<u>1,200</u>	<u>152.71</u>	<u>1,832.55</u>	<u>15,127.56</u>
<u>REVENUES</u>				
CARRYOVER	498,800	.00	.00	.00
	<u>498,800</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL REVENUES	<u>498,800</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>
TOTAL FUND REVENUES	<u>500,000</u>	<u>.37</u>	<u>1,832.55</u>	<u>15,127.56</u>
<u>EXPENDITURES</u>				
CAPITAL EXPENDITURES	500,000	13.03	65,149.27	.00
	<u>500,000</u>	<u>13.03</u>	<u>65,149.27</u>	<u>.00</u>
TOTAL FUND EXPENDITURES	<u>500,000</u>	<u>13.03</u>	<u>65,149.27</u>	<u>.00</u>
NET REVENUES OVER EXPENDITURES			<u>(63,316.72)</u>	<u>15,127.56</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

SPECIAL REVENUE FUND -- PD

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>OTHER REVENUES</u>				
INTEREST INCOME - LGIP	<u>5</u>	<u>28.80</u>	<u>1.44</u>	<u>4.47</u>
TOTAL OTHER REVENUES	<u>5</u>	<u>28.80</u>	<u>1.44</u>	<u>4.47</u>
<u>FEE REVENUES</u>				
VEHICLE IMPOUND FEE REVENUE	<u>11,995</u>	<u>75.03</u>	<u>9,000.00</u>	<u>8,700.00</u>
TOTAL FEE REVENUES	<u>11,995</u>	<u>75.03</u>	<u>9,000.00</u>	<u>8,700.00</u>
TOTAL FUND REVENUES	<u>12,000</u>	<u>75.01</u>	<u>9,001.44</u>	<u>8,704.47</u>
<u>EXPENDITURES</u>				
DEBT SERVICE/OTHER	<u>12,000</u>	<u>50.00</u>	<u>6,000.00</u>	<u>19,330.16</u>
TOTAL FUND EXPENDITURES	<u>12,000</u>	<u>50.00</u>	<u>6,000.00</u>	<u>19,330.16</u>
NET REVENUES OVER EXPENDITURES			<u>3,001.44</u>	<u>(10,625.69)</u>

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

DEFEASANCE FUND

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>OTHER REVENUES</u>				
DEFEASED FUNDS	0	.00	907,434.77	.00
TOTAL OTHER REVENUES	0	.00	907,434.77	.00
<u>OTHER REVENUES</u>				
INT INCOME -- DEFEASANCE ACCT	33,000	68.71	22,672.92	47,971.14
TOTAL OTHER REVENUES	33,000	68.71	22,672.92	47,971.14
<u>OTHER SOURCES</u>				
CARRYOVER	770,031	.00	.00	.00
TOTAL OTHER SOURCES	770,031	.00	.00	.00
TOTAL FUND REVENUES	803,031	115.82	930,107.69	47,971.14
<u>EXPENDITURES</u>				
DEBT SVC 2004 BOND PRINCIPAL	330,000	100.00	330,000.00	320,000.00
DEBT SVC 2004 BOND INTEREST	139,802	100.00	139,801.46	146,030.50
GADA LOAN PRINCIPAL	190,000	100.00	190,000.00	185,000.00
GADA LOAN INTEREST	143,229	97.56	139,729.17	144,762.51
TOTAL FUND EXPENDITURES	803,031	99.56	799,530.63	795,793.01
NET REVENUES OVER EXPENDITURES			130,577.06	(747,821.87)

TOWN OF CHINO VALLEY
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2011

LIGHTING IMPROVEMENT DISTRICTS

	<u>FY 10/11 BUDGET</u>	<u>FY 10/11 %</u>	<u>FY 10/11 YTD ACTUAL</u>	<u>FY 09/10 YTD ACTUAL</u>
<u>SECONDARY PROPERTY TAX REVS</u>				
CVSLID #1 TAX REVENUES	1,896	51.01	967.06	928.95
CVSLID #2 TAX REVENUES	977	55.77	544.87	484.47
CVSLID #3A TAX REVENUES	884	5.96	52.65	423.49
	<u>3,757</u>	<u>41.64</u>	<u>1,564.58</u>	<u>1,836.91</u>
TOTAL SECONDARY PROPERTY TAX REVS	<u>3,757</u>	<u>41.64</u>	<u>1,564.58</u>	<u>1,836.91</u>
TOTAL FUND REVENUES	<u>3,757</u>	<u>41.64</u>	<u>1,564.58</u>	<u>1,836.91</u>
<u>EXPENDITURES</u>				
CVSLID #1 UTILITIES-ELECTRIC	1,896	57.06	1,081.77	1,154.27
CVSLID #2 UTILITIES-ELECTRIC	977	56.95	556.42	591.32
CVSLID #3A UTILITIES-ELECTRIC	884	57.12	504.91	538.65
	<u>3,757</u>	<u>57.04</u>	<u>2,143.10</u>	<u>2,284.24</u>
TOTAL FUND EXPENDITURES	<u>3,757</u>	<u>57.04</u>	<u>2,143.10</u>	<u>2,284.24</u>
NET REVENUES OVER EXPENDITURES			<u>(578.52)</u>	<u>(447.33)</u>



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 7

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: April 26, 2011 TIME: 6:00 P.M.

SUBMITTING DEPARTMENT: Public Works/Engineering

CONTACT PERSON: Ron Grittmann, P.E. PHONE: (928) 636-7140

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
☒ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 20 min.

ITEM LOCATION:

Road 3½ North between State Route 89 and Road 1 East

PROPOSED AGENDA ITEM:

Consideration and possible action regarding the Water and Sewer Agreement between the Town of Chino Valley and JT Properties, LLC for the Kampgrounds of America (KOA) project. Council may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) to obtain legal advice from its attorneys and to consider its position and instruct its attorneys, or other designated representatives, regarding negotiations for a proposed Water and Sewer Agreement between the Town and JT Properties, L.L.C., in connection with property development (the Kampgrounds of America).

FISCAL IMPACT? Yes If Yes, Budget Code: _____ Available: \$

FUNDING:

Fiscal impact will be dependant upon the structure of the agreement when approved by Council and JT Properties.

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Utilities Agreement



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 7

SITUATION AND ANALYSIS:

On July 22, 2010, the Town Council approved the rezoning of the KOA property. There were two requirements that the Council included in this approval. These were:

- Extend Road 3½ North between Highway 89 and Road 1 East.
- Develop a sewer agreement acceptable to the sole discretion of the Council.

On March 23, 2011 (8 months after rezone approval) the draft sewer agreement was finally submitted. The entire agreement is written around the installation of a force main and sewer lift station.

In a letter dated January 24, 2011, as well as several meetings dating back to August 2010, staff has continued to express concerns regarding this type of sewer system. Based on the water and sewer agreement as presented, the recommendations of the January 2011 letter have gone unheeded.

The concerns expressed in the January 2011 letter are geared toward the future costs that the Town of Chino Valley will incur from the ongoing operation and maintenance costs of a force main and sewer lift station. These costs are summarized as follows:

Description	Annual Cost Estimates	10 Year Totals
Electrical costs for 20hp grinder pump	\$2,400	\$24,000
Personnel Costs @ 1 hour per day for site visit.	\$8,400	\$84,000
Pump Replacement at Years 5 and 10	\$7,000 per year for a total of \$35,000 at year 5	\$9,000 per year for a total of \$45,000 at year 10
Maintenance costs including pump reconstruction, odor control, and generator maintenance	\$2,000	\$20,000
Total	\$19,800.00	\$173,000.00

The construction cost estimate provided by Lyon Engineering shows the cost of the force main and lift station is approximately \$381,615.00. Cost estimates developed by the Town of Chino Valley, based on the Lyon Engineering cost of construction, show that the cost of gravity sewer line is approximately \$295,250.00. Coupled with the operation and maintenance the cost of the force main and lift station is approximately \$554,615.00. Because the cost of a gravity sewer is cheaper than the alternative, staff recommends that the gravity sewer be installed.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 7

If the developer were to cover the cost of the buy-in-fees (\$43,758.00) the cost of the project is estimated at \$339,008.00. If the developer were to cover ALL the cost of the buy-in-fees (\$43,758.00) and the cost of septic tank hookup and abandonment (\$104,000.00) the cost of the project is estimated at \$443,008.00. Based on Council direction, these costs *may* be eligible for reimbursement.

The proposed Water and Sewer Agreement significantly deviates from the typical method of utility reimbursement. The most recent reimbursement agreements (Walgreens, HomKor, and Chino Town Center) are all based on a reimbursement of a portion of the sales tax generated from the property. The agreement as presented calls for the reimbursement of ALL offsite improvements through a community facilities district and the all funds generated from others that connect to the water and sewer system.

In addition, this agreement calls for the waiver of all buy-in-fees for the water and sewer system. Because of contractual obligations to Fann Contracting, if the waiver of fees were to be granted, the buy-in-fees would be paid by the Town of Chino Valley. Staff would recommend that a more traditional reimbursement method be adopted.

The agreement calls for the Town of Chino Valley to support the creation of a community facilities district (CFD.) It is highly unlikely that the limited size of the project would support the creation costs of the CFD, however, the Town of Chino Valley would sustain an estimated start-up cost of a CFD at approximately \$100,000 to \$150,000.00. Significant staff and attorney time is required for such a creation. The agreement is silent as to responsibility of covering these costs.

Staff recommends adjourning to an executive session to further discuss the Town's option as to these contract negotiations.

RECOMMENDED MOTION:

Move to direct staff to negotiate the water and sewer agreement per the parameters set forth and bring back a revised reimbursement agreement within 90 days.

ATTACHMENTS:

- A – Letter dated January 24, 2011 to Charlie Arnold
- B – Gravity Sewer Map
- C – Engineers Preliminary Estimate of Construction Costs
- D – Resolution
- E – Water and Sewer Agreement

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:



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

Item No. 7

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Ron Grittman, P.E.
Author

Ron Grittman, P.E.
Department Head

Vera J. Smith
Finance

Other:

Other:

Sharon Sargent-Flack
Legal

Other:

Other:

Michael K. Scannell
Town Manager/Designee

ATTACHMENT "A"

Letter Dated January 24, 2011 to Charlie Arnold

The Town of Chino Valley
Engineering Department
1020 West Palomino Road
P.O. Box 406
Chino Valley, Az 86323



Town Hall Telephone (928) 636-2646
Town Hall Fax (928) 636-2144
Engineering Telephone (928) 636-7140
Engineering Fax (928) 636-7141

January 24, 2011

Mr. Charlie Arnold
P.O. Box 1384
Chino Valley, AZ 86323

RE: Status of Kampground of America (KOA) Project

Dear Mr. Arnold,

Per our previous discussions and meetings dating back to August 2010, I would like to memorialize the comments and issues that have been conveyed to you relating to the public improvements associated with the Kampground of America project. On July 22, 2010, the Town Council approved ordinance 10-730 to rezone assessor's parcel number 306-14-008k to allow for the uses on the property as proposed. There were two requirements that the Council included in this approval. These were:

- Extend Road 3½ North between Highway 89 and Road 1 East.
- Develop a sewer agreement acceptable to the sole discretion of the Council.

While I am aware that Road 3½ North is being designed to extend between Highway 89 and Road 1 East, I am not aware that any progress is being made toward the development of the required sewer agreement. In fact, while I haven't formally reviewed the construction plans, I am aware that Lyon Engineering has developed a complete set of sewer construction plans for a lift station and force main. Since the development and negotiation of the sewer agreement has not even commenced, the creation of these construction plans appears to be very premature.

Throughout this process I have expressed great reservations with respect to the path that you have proposed. The installation of a lift station and force main deviates significantly from the Town's sewer master plan. These types of deviations will eventually cause pressure on the Town's utility rate causing a rate increase. The Council has consistently expressed to staff that they are unwilling to raise the water and sewer rates.

With regards to the sewer installation, the most economical avenue for the Town of Chino Valley is to have constructed a sewerline that complies with the sewer



master plan. This would require a gravity sewer line from the KOA project to the existing lift station located at the Santa Cruz Wash. This type of sewer system requires no additional electrical and operations/maintenance cost to the Town, and thereby does not cause any unnatural pressures on the utility rates.

It has been brought to my attention that the issue of concern to you and your client relating to the construction of a gravity sewer system is the time required to secure the right-of-way (ROW) for the project. Between the project approval date of July 22, 2010 and today's date, the Town has never been approached by you to begin the ROW acquisition process. Based on my experience I estimate that it would take approximately 6-9 months to secure the ROW for this project. Already 6 months have passed without any request from you to secure this ROW. Based on the fact that you have directed your engineer to develop 100% construction plans for a lift station and force main, it is my opinion that you have no intention of exploring the construction of a gravity sewer system. In doing so, you are forcing the Town of Chino Valley to accept a more expensive alternative for a simple sewer line.

As a recent example of this, the Brightstar Water Tank was located at an elevation that was not recommended by the Town Engineer. The Town now faces electrical costs for the operation and maintenance of this pneumatic water system on the order of \$4,000 per month. These are costs that are not built into our utility rate structure. Engineering solutions that were created based on political pressures have not proven to be beneficial to the public.

As I communicated to both you and Mr. Tuls at our January 6, 2011 meeting, once a sewer agreement is developed based on the lift station and force main sewer design that you have already completed, I will most likely recommend that the Town Council *not* approve any such agreement. The Town Manager supports my position. This recommendation is based on the fact that the best alternative is the one that results in the lowest construction cost and the lowest operation and maintenance costs over time.

I would like to encourage you and Mr. Tuls to reconsider your position (the installation of a lift station and force main) and to please begin to work with the Town of Chino Valley to secure the necessary ROW for the installation of a gravity sewer system to service the project. In addition, I would request that the sewer agreement be written to reflect this alternative and that these negotiations begin as soon as possible.

The project is now under a referendum. This means that there should be sufficient time to secure the ROW for the gravity sewer system. The earliest that this issue will be placed on the ballot is May 2011. This gives us four months to begin this process. Had we started this process after the Council meeting of July 22, 2010 ample time existed to secure the necessary ROW for the gravity sewer and avoid the proposed alternative.

I am aware of your concerns as to how the ROW acquisition may affect the construction timeframes of the KOA project. However, the delays in beginning the



negotiations of the sewer agreement and dealing with the concerns raised above only further exacerbate delays that you are trying to avoid.

If you have any questions please feel free to contact me at (928) 636-7140.

Sincerely,

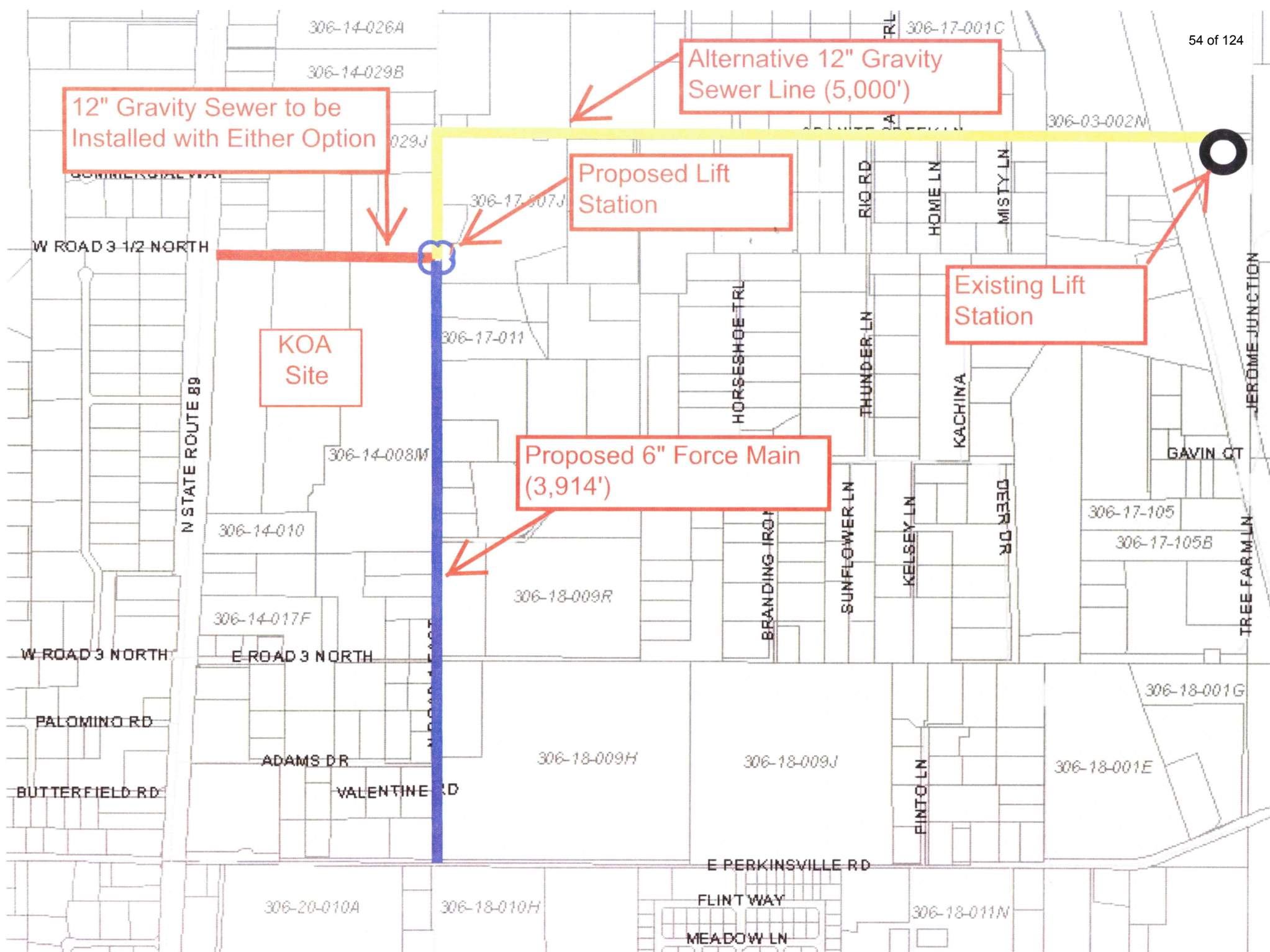
Ron Grittman, P.E.
Public Works Director/Town Engineer

C Mayor and Council
Michael Scannell, Town Manager
Tom Kack, Town Attorney
Jack Tuls



ATTACHMENT "B"

Gravity Sewer Map



ATTACHMENT "C"

Engineers Preliminary Estimate of Construction Costs

ROAD 1 EAST, ROAD 3 1/2 NORTH, HWY 89 ROUNDABOUT
ENGINEERS PRELIMINARY ESTIMATE OF CONSTRUCTION COST
WATER, SEWER, AND ROADWAY IMPROVEMENTS

FOR PRELIMINARY USE ONLY

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY RD 1 E	ESTIMATED QUANTITY RD 3 1/2 N	ESTIMATED QUANTITY HWY 89	UNITS	COST PER UNIT	TOTAL ITEM COST RD 1 E	TOTAL ITEM COST RD 3 1/2 N	TOTAL ITEM COST HWY 89
	MOBILIZATION/EARTHWORK								
1	MOBILIZATION	0.33	0.33	0.33	LUMP	75,000.00	25,000.00	25,000.00	25,000.00
2	CLEAR AND CRUB	0.00	1.60	3.00	ACRES	360.00	0.00	576.00	1,080.00
3	MASS EXCAVATION	1,758.00	3,000.00	3,000.00	CY	6.00	10,548.00	18,000.00	18,000.00
	EARTHWORK TOTAL						35,548.00	43,576.00	44,080.00
	WATER QUANTITIES								
4	12" PVC WATER C-900	3,882.00	1,438.00	0.00	LF	45.00	174,690.00	64,710.00	0.00
5	12" DIP WATER	66.00	0.00	0.00	LF	75.00	4,950.00	0.00	0.00
6	12" GATE VALVE, BOX & COVER	16.00	10.00	0.00	EA	2,250.00	36,000.00	22,500.00	0.00
7	COMB. AIR REL-VAC VALVE	3.00	2.00	0.00	EA	650.00	1,500.00	1,300.00	0.00
8	BLOW OFF	1.00	2.00	0.00	EA	1,150.00	1,100.00	2,300.00	0.00
9	FIRE HYDRANT	8.00	4.00	0.00	EA	4,600.00	36,800.00	18,400.00	0.00
10	24" STEEL SLEEVE 1/2" THICK	0.00	0.00	440.00	LF	75.00	0.00	0.00	33,000.00
	WATER TOTAL						255,040.00	109,210.00	33,000.00
	SEWER QUANTITIES								
11	6" PVC SEWER FORCE MAIN	3,915.00	0.00	0.00	LF	35.00	137,025.00	0.00	0.00
12	4" DIP SEWER FORCE MAIN	34.00	0.00	0.00	LF	35.00	1,190.00	0.00	0.00
13	12" PVC SEWER	29.00	1,438.00	0.00	LF	50.00	1,450.00	71,900.00	0.00
14	5' DIAM. PRECAST MH	0.00	5.00	0.00	EA	3,000.00	0.00	15,000.00	0.00
15	6" PLUG VALVE	3.00	0.00	0.00	EA	2,500.00	7,500.00	0.00	0.00
16	INTERNAL DROP MANHOLE CONNECTION	1.00	0.00	0.00	EA	7,000.00	7,000.00	0.00	0.00
17	5' DIAM. MANHOLE COATING	1.00	0.00	0.00	LUMP	2,500.00	2,500.00	0.00	0.00
18	FORCE MAIN CONC.ENCASEMENT	120.00	0.00	0.00	LF	31.25	3,750.00	0.00	0.00
19	FORCE MAIN CLEAN OUT	3.00	0.00	0.00	EA	3,000.00	9,000.00	0.00	0.00
20	SEWER AIR RELEASE VALVE	3.00	0.00	0.00	EA	5,500.00	16,500.00	0.00	0.00
21	LIFT STATION & GENERATOR	1.00	0.00	0.00	EA	195,700.00	195,700.00	0.00	0.00
	SEWER TOTAL						381,615.00	86,900.00	0.00
	STORM DRAIN QUANTITIES								
22	9" DUMPED PLACE RIP-RAP	0.00	50.00	100.00	SY	70.00	0.00	3,500.00	7,000.00
23	FILTER FABRIC	0.00	50.00	100.00	SY	5.00	0.00	250.00	500.00
	STORM DRAIN TOTAL						0.00	3,750.00	7,500.00

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY RD 1 E	ESTIMATED QUANTITY RD 3 1/2 N	ESTIMATED QUANTITY HWY 89	UNITS	COST PER UNIT	TOTAL ITEM COST RD 1 E	TOTAL ITEM COST RD 3 1/2 N	TOTAL ITEM COST HWY 89
	STORMWATER PROTECTION QUANTITIES (SWPPP)								
24	SILT FENCE	500.00	715.00	1,570.00	LF	2.00	1,000.00	1,430.00	3,140.00
25	STRAW WATTLES	0.00	50.00	500.00	LF	11.50	0.00	575.00	5,750.00
26	STRAW BAILS	0.00	0.00	0.00	LF	34.00	0.00	0.00	0.00
27	STABILIZED CONSTRUCTION ENTRANCE	1.00	1.00	0.00	EA	2,000.00	2,000.00	2,000.00	0.00
28	ROCK OUTLET PROTECTION	0.00	0.00	0.00	EA	150.00	0.00	0.00	0.00
	SWPPP TOTAL						3,000.00	4,005.00	8,890.00
	PAVING QUANTITIES								
29	5" A.C.	0	4,388	7,000	SY	29.25	0.00	128,349.00	204,750.00
30	11" A.B.C. ON 8" PREP.	0	1,341	2,130	CY	48.00	0.00	64,368.00	102,240.00
31	6" A.B.C.	1,758	0	0	CY	35.00	61,530.00	0.00	0.00
32	CHIP SEAL COAT	10,549	4,388	0	SY	3.00	31,647.00	13,164.00	0.00
33	TYPE A MONUMENT	0	4	0	EA	495.00	0.00	1,980.00	0.00
34	ADJUST MANHOLE FRAME AND COVER	0	5	0	EA	370.00	0.00	1,850.00	0.00
35	VERTICAL CURB	0	2,632	2,600	LF	18.00	0.00	47,376.00	46,800.00
36	RIBBON CURB	0	100	0	LF	16.00	0.00	1,600.00	0.00
37	SIDEWALK	0	1,300	4,500	SF	5.50	0.00	7,150.00	24,750.00
38	5' CURB TRANSITION	0	0	0	EA	75.00	0.00	0.00	0.00
39	SPILLWAY	0	0	0	SF	7.00	0.00	0.00	0.00
40	STREET SIGN & BASE	0	20	20	EA	140.00	0.00	2,800.00	2,800.00
	PAVING TOTAL						93,177.00	268,637.00	381,340.00
	DRY UTILITIES QUANTITIES								
41	TRENCH & CONDUIT COMPLETE	0	1,438	0	LF	19.00	0.00	27,322.00	0.00
42	GAS TRENCH	0	1,438	0	LF	14.00	0.00	20,132.00	0.00
	DRY UTILITIES TOTAL						0.00	47,454.00	0.00
	EARTHWORK TOTAL						35,548.00	43,576.00	44,080.00
	WATER TOTAL						255,040.00	109,210.00	33,000.00
	SEWER TOTAL						381,615.00	86,900.00	0.00
	STORM DRAIN TOTAL						0.00	3,750.00	7,500.00
	SWPPP TOTAL						3,000.00	4,005.00	8,890.00
	PAVING TOTAL						93,177.00	268,637.00	381,340.00
	DRY UTILITIES TOTAL						0.00	47,454.00	0.00
	SUB TOTAL						768,380.00	563,532.00	474,810.00
	10% CONTINGENCY (R4-28-A1211)						76,838.00	56,353.20	47,481.00
	TOTAL						845,218.00	619,885.20	522,291.00

**TOWN OF CHINO VALLEY ENGINEERS PRELIMINARY ESTIMATE OF CONSTRUCTION COST
GRAVITY SEWER ALONG GRANITE CREEK LANE AND ROAD 1 EAST NORTH OF KOA**

			Road 1 East	Granite Creek Lane				
13	12" PVC SEWER		800.00	4,200.00	0.00	LF	50.00	250,000.00
14	5' DIAM. PRECAST MH		2.00	11.00	0.00	EA	3,000.00	39,000.00
17	5' DIAM. MANHOLE COATING		1.00	0.00	0.00	LUMP	2,500.00	2,500.00
18	FORCE MAIN CONC.ENCASEMENT at SANTA CRUZ		0.00	120.00	0.00	LF	31.25	3,750.00
	SEWER TOTAL							295,250.00
	Cost of Sewer Hookup and Septic Tank Abandonment		3.00	23.00	0.00	LUMP	4,000.00	104,000.00
	Cost of Sewer buy-in fees for Property Owners along alignment		3.00	23.00	0.00	LF	1,683.00	43,758.00
	SEWER TOTAL							443,008.00

Gravity
Sewer with
Hookup and
399,250.00 Septic Tank
Gravity
Sewer with
339,008.00 Buy-In Fees

ATTACHMENT "D"

Resolution

RESOLUTION NO. _____**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, APPROVING THE WATER AND SEWER AGREEMENT WITH JT PROPERTIES, L.L.C.**

WHEREAS, JT Properties, L.C.C. ("JT") is the owner of that real property described on Attachment 1 ("property"); and

WHEREAS, the property is currently without water and sewer services from the Town; and

WHEREAS, the Town has required the connection of Municipal Water and Sewer Service to the property; and

WHEREAS, the Town is willing and desirous of providing water and sewer services to the property; and

WHEREAS, the Town and JT have negotiated terms and conditions acceptable to each that address the Town providing water and sewer services, the allocation of design, construction, ongoing maintenance and operation and reimbursement of costs and expenses; and

WHEREAS, the Common Council's consideration of the attached Agreement (Exhibit 1) was properly published in the Common Council's notice of public meeting and agenda for its public meeting scheduled for _____; and

WHEREAS, consideration of the Agreement came on regularly for hearing at such public meeting, and the matter having been called for hearing at such time, and on opportunity having been given to all interested parties to be heard; and

WHEREAS, the public convenience and necessity support the approval of the proposed agreement between the Town and JT;

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

1. The Agreement (Exhibit 1) between the Town and JT is hereby approved by the Common Council.

2. The Mayor, Members of the Common Council, Town Manager, Town Clerk, and each of them are authorized and directed to take any necessary actions to carry out the intent of this Resolution, including execution of the Agreement.

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

Jim Bunker, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove, Drutz & Kack, P.C.
Town Attorney

ATTACHMENT "E"

Water and Sewer Agreement

WATER AND SEWER AGREEMENT

This Water and Sewer Agreement ("Agreement") is entered into as of the ____ day of March, 2011, by and between **The Town of Chino Valley**, a municipal corporation ("Town") and **JT Properties, L.L.C.** ("JT").

RECITALS

- A. JT owns approximately sixty (60) acres of real property located in Yavapai County, Arizona, generally described to be located at the southeast corner of Highway 89 and Road 3½ North, Chino Valley, Arizona, and more particularly described on attachment 1 ("property").
- B. JT intends to develop the property substantially in accordance with attachment 2 ("project").
- C. Town provides water and sewer services to certain portions of the Town pursuant to an existing municipal water supply and sewer system ("Town Facilities").
- D. JT wishes to receive water and sewer service for the project from the Town Facilities. Town has agreed to allow JT to connect to the Town Facilities on, and subject to, more definitive terms agreed to by Town and defined in this Agreement.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Off-Site Infrastructure.

a. Design & Construction. Subject to the terms of this Agreement, JT shall be solely responsible for all costs of designing, engineering, permitting and constructing all off-site equipment and facilities ("Off-Site Infrastructure") required to connect and extend the water and sewer line from Town's Facilities to the project along the route generally depicted on attachment 3 ("Infrastructure Route"). Any substantial deviations from the Infrastructure Route shall require Town approval.

b. Easements. Town shall, at its sole cost and expense and as expeditiously as possible, obtain any and all easements, rights of entry, rights of way, and/or other use rights on or about all real property owned by Town and, to the extent necessary, on or about private property along the Infrastructure Route, upon through or under which any portion of the Off-Site Infrastructure will be installed or which are useful or necessary for the designing, completion and operation of the Off-Site Infrastructure. Town shall execute and record, or cause the execution and recordation of any and all documents or instruments reasonably required to effectuate this Section 1(b).

c. Installation. Subject to performance by Town of its obligations set forth in Section 1(b), JT will cause the Off-Site Infrastructure to be designed, installed, and constructed free and clear of all mechanics' and materialmens' liens and in accordance with design and engineering plans mutually approved by Town and JT and which conform to all applicable Town ordinances and regulations. Such plans shall also comply with Town's Water System Distribution Plan and Town's Sewer System Distribution Plan. All installation and construction shall be performed by JT or its agents and contractors pursuant to issued permits.

d. Contractors/Public Bidding. JT shall obtain Town's consent, not to be unreasonably withheld, to any contractors selected by JT with respect to the construction of Off-Site Infrastructure. To the extent required by state law, the contract or contracts for the actual construction (excluding designing) of all or portions of the Off-Site Infrastructure shall be bid and awarded in accordance with the public bidding requirements contained in applicable provisions of Title 34 of Arizona Revised Statutes.

e. Restoration to Condition Existing Prior to Construction. JT shall restore all real property adjacent to the property (attachment 1), but situated outside the boundaries of the property, damaged or disturbed by JT's construction of the water or sewer services along the Infrastructure Route. Such restoration shall be limited to a similar material and the same condition as existed prior to the construction of off-site equipment and facilities.

2. Acceptance and Dedication.

a. Completion. Upon completion of the Off-Site Infrastructure, JT shall cause JT's engineer to certify to Town the compliance of the constructed Off-Site Infrastructure with the approved design documents ("Certificate"). Certificate shall include and approve all deviations from the original design as indicated by "as-built" drawings or as otherwise indicated. Any deviations shall require Town approval. JT shall submit complete and certified "as-built" drawings of the constructed Off-Site Infrastructure within thirty (30) days of such improvements being constructed ("As-Built Requirement"). As-built submittals shall consist of one (1) set mylar reproducible sheets and two (2) sets blue-line drawings for each type of improvement. In addition, JT shall certify and deliver evidence reasonably satisfactory to Town that the Off-Site Infrastructure is free and clear of all liens and encumbrances ("Lien-Free Requirement.").

b. Inspection. Town shall inspect the Off-Site Infrastructure, from time to time during the construction. Final inspection approval shall occur within thirty (30) days after the latter to occur of: (I) receipt of Certificate, (II) satisfaction of the As-Built Requirement, and (III) satisfaction of the Lien-Free Requirement. JT shall grant Town entry to all portions of the Off-Site Infrastructure to which JT has a right of entry, for the purpose of making such audits, tests, inspections and examinations, including subsurface exploration and testing, as Town, in the exercise of its reasonable discretion, deems necessary, convenient or proper to determine whether the Off-Site Infrastructure is in compliance with the approved design plans, construction standards and state and local laws, rules, and regulations ("Inspection"). In connection with

Inspection, JT shall provide Town copies of all tests and/or inspections conducted by JT and documented by written reports.

c. Acceptance. So long as the Off-Site Infrastructure is constructed in accordance with the approved design plans, construction standards and state and local laws, rules, and regulations, including without limitation public bidding requirements, as verified by Town's Inspection, JT and Town shall, within ten (10) days after completion of Inspection, perform all acts and execute all documents and instruments necessary to dedicate the Off-Site Infrastructure to Town and evidence the Town's acceptance and, subject to the provisions of Section 2(d) below, JT's satisfactory performance of its obligations with respect thereto. Following such dedication, all rights and benefits of the easements described in Section 1(b) will be deemed automatically assigned to Town. Subject to the provisions of Section 2(d), Town shall own, operate and maintain all of the Off-Site Infrastructure described in Section 3 at its sole cost and expense.

d. Warranty. JT shall warrant or cause its contractor to warrant all materials and workmanship for the construction of the Off-Site Infrastructure for a period of two (2) years following completion and dedication to Town.

3. Water Service.

a. Completion. Upon the completion of the Off-Site Infrastructure and acceptance of dedication as provided in Section 2(c), Town shall serve the water needs of project consistent with the findings of the technical review committee.

b. Waiver of Buy-in Fees. Town waives all buy-in fees that may otherwise have been charged to JT for Town Facilities for water services to the project.

c. Responsibility. Town shall be solely responsible for performance of its obligations under the Agreement to provide water service to project.

4. Sewer Service.

a. Construction Obligations and Entitlements. As evidenced in attachment 4 ("Sewer Operation and Maintenance"), and in order that operable sewer service exist to property a forced main system with a lift station will be required. With respect to such Sewer Operation and Maintenance, JT shall be subject to all obligation and entitlements set forth in Sections 1(a), (b), (c), (d) (e) and Sections 2(a), (b), (c) and (d).

b. Operation and Maintenance Period. Subject to the provisions of Section 5(a) and (b), JT shall operate and maintain the forced main and lift station at its cost for a period of time defined by the earlier occurring of: 1) ten (10) years from the date of acceptance (Section 2(c)) or 2) the date Town extends or expands its sewer system and utilizes the forced main and / or the lift station set forth in this Agreement.

c. Standard of Operation and Maintenance. JT shall operate and maintain the forced main and lift station in accordance with reasonably accepted industry standards. The standard of maintenance shall be as set forth in the operations manuals of the equipment installed. Replacement of equipment shall be with the same or similar equipment, product or material. Town and JT shall agree upon such equipment, product or material prior to purchase or installation.

d. Utilities for Operation. JT shall pay all reasonably incurred electrical expenses for the operation of the lift station.

e. Waiver of Buy-in Fees. Town waives all buy-in fees that may otherwise have been charged to JT for Town Facilities for sewer services to the project.

5. Community Facilities District (“CFD”).

a. Authorization to Utilize Community Facilities District (“CFD”). JT is authorized by Town to utilize a CFD to pay for or offset the financial obligation for the designing, engineering, permitting, constructing and operating and maintenance, if any, the Off-Site Infrastructure. Such authorization specifically includes the operation and maintenance of the sewer system as set forth in Section 4(b).

b. Support of Town for CFD. Town shall not unreasonably withhold its endorsement and support of a CFD for the purposes set forth in this Agreement.

6. Reimbursement.

a. Right to Reimbursement. Should Town allow persons or entities other than JT or its successors or assigns to utilize the Off-Site Infrastructure (“Supplemental User”), reimbursement shall be paid to JT as set forth in Section 6(b) and 6(c).

b. Definitions for Reimbursement. The following definitions shall be utilized in determining reimbursement:

1. “Offsite Infrastructure – Water” shall be all those expenses incurred specifically related to providing water service to the project.
2. “Offsite Infrastructure – Sewer” shall be all those expenses incurred specifically related to providing sewer service to the project.
3. “Offsite Infrastructure – General” shall be all those expenses incurred generally related to providing both water service and sewer service to the project and that are not reasonably subject to inclusion within 6(b)(1) or 6(b)(2).

4. “Supplemental User” – shall be all be all those persons or entities with real property situated outside the project that Town permits to tie into the water service or sewer service

c. Calculation of Reimbursement for Water Service. Reimbursable expenses for Off-Site Infrastructure - Water shall be determined for each Supplement User by multiplying a fraction the numerator of which is the total capacity of the Water Service to be used by such Supplemental User and the denominator of which is the total capacity of the Water Service (as constructed) times the sum of the Offsite Infrastructure – Water plus one-half (1/2) of the Offsite Infrastructure – General.

d. Calculation of Reimbursement for Sewer Service. Reimbursable expenses for Off-Site Infrastructure - Sewer shall be determined for each Supplement User by multiplying a fraction the numerator of which is the total capacity of the Sewer Service to be used by such Supplemental User and the denominator of which is the total capacity of the Sewer Service (as constructed) times the sum of the Offsite Infrastructure – Sewer plus one-half (1/2) of the Offsite Infrastructure – General.

7. Default and Dispute.

a. Events of Default. A party shall be in default under this Agreement if it fails to render performance required under any material provision of this Agreement when performance is due and such failure continues unremedied for thirty (30) days following written notice to the party in default given by any other party.

b. Dispute Resolution; Binding Arbitration. If any dispute arises between the parties concerning the terms of this Agreement, the dispute shall be arbitrated in accordance with the Federal Arbitration Act; provided that such arbitration shall be conducted pursuant to the rules of the American Arbitration Association governing commercial disputes. The arbitrator’s decision shall bar any judicial proceedings brought by the parties with respect to such matters except to (i) compel arbitration hereunder or (ii) to enforce any arbitration award. Any such arbitration shall be conducted by a single arbitrator, if the amount of such claim is \$200,000 or less. If such claim involves an amount in excess of \$200,000, and if either of the arbitrating parties so elects, the arbitration shall be conducted by a panel of three arbitrators. If neither party elects to have the arbitration conducted by a three-member panel, the arbitration of a claim in excess of \$200,000 shall be conducted by a single arbitrator. Any arbitrator(s) shall have previously served as an arbitrator and shall not have previously been employed by either party other than as an arbitrator. The arbitrator(s) shall have the same powers that a judge sitting on the Superior Court of the State of Arizona could exercise. The arbitrator(s) shall afford both parties a reasonable opportunity to conduct pre-hearing discovery for a period not to exceed 120 days. An arbitrator shall have the authority and right to impose sanctions upon a party for failure to make discovery or to cooperate in discovery to the same extent as a judge of the Arizona Superior

c. Fees and Costs. If any dispute is arbitrated pursuant to Section 7, the party that does not prevail shall pay all reasonable legal fees, accounting fees, and other costs and expenses of the prevailing party, regardless of whether such fees, costs or expenses are assessable as costs under applicable law.

8. Miscellaneous Provisions.

a. Notice Provision. All notices, demands, consents, invoices or other communications required under this Agreement shall be in writing and may be delivered personally to a party, may be delivered by facsimile providing written confirmation of successful transmission, or may be mailed by deposit in the United States Certified Mail, return receipt requested, or by deposit with a reputable overnight delivery service. Notices shall be effective:

- i. on the date delivered by personal delivery or facsimile;
- ii. three (3) business days following the date deposited in the United States mail; or
- iii. the next business day following delivery to a reputable overnight delivery service

Notices or communications shall be delivered and mailed to the parties at the following addresses, or at any other address substituted by a party from time to time by written notice to the other parties:

To Town: Town Manager
 Town of Chino Valley
 P.O. Box 406
 Chino Valley, Arizona 86323
 Telephone: 928-636-2646
 Facsimile: 928-636-2144

To JT _____

 Telephone: _____
 Facsimile: _____

b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, no waiver by Town or JT of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

d. Exhibits. Any attachments shall be deemed to have been incorporated into this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

e. Further Acts. Each of the parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

f. No Joint Venture or Partnership. It is specifically understood by the parties that: a) the project is a private development and undertaking; b) except as provided in Section 1(b), Town has no interest in or responsibilities for or duty to third parties concerning the construction and/or installation of the Off-Site Infrastructure until and unless Town accepts the improvements pursuant to the provisions of this Agreement, c) JT shall have the full and exclusive control of the property subject to the obligations of JT set forth in this Agreement. The parties expressly agree that it is not intended by this Agreement and nothing contained in this Agreement shall be construed as creating any partnership, joint venture or other similar arrangement between JT and Town. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation that is not a party, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

g. Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; the term “shall” is mandatory; the term “may” is permissive.

h. Entire Agreement. This agreement constitutes the entire Agreement between the parties. All prior and contemporaneous agreements, representations, promises, warranties and understandings of the parties, whether oral or written, are superseded and merged into this Agreement.

i. Amendment and/or Modification of Agreement. No change or addition shall be made to this Agreement except by a written amendment and/or modification executed by the parties.

j. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

k. Jurisdiction and Venue. Subject to the provisions of Section 7(b) above, any legal action relating to this Agreement shall be brought in either the Yavapai County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

l. Conflict of Interest. The parties acknowledge that this Agreement is subject to the provisions of A.R.S. §38-511, and represent to each other that to the best of their respective knowledge, there has been no violation of this statute as of the date of this Agreement.

m. Attorneys' Fees. If any claim is brought by a party against another party or parties arising out of this Agreement, including any action for declaratory or injunctive relief, the prevailing party or parties shall be entitled to reasonable attorneys' fees and costs and expenses of litigation and investigation, and any judgment or decree rendered in any such action or proceedings shall include an award of reasonable attorneys fees, costs, and expenses.

n. Reformation. Should any term, provision, covenant or condition of this Agreement be held to be void or invalid, the parties shall reform this Agreement to reform as closely as possible to the original intent of the Agreement.

o. Excused Delay in Performance. In addition to specific provisions of this Agreement, for a period of time equal to the period of the *force majeure* delay, untimely performance by a party shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the party which is unable to perform is substantially without fault) of any contractor, subcontractor or supplier to perform acts of the other party, acts or the failure to act of any utility, public or governmental agent or entity and/or other causes all of which must be beyond the reasonable control of such party. In the event that a party hereto is unable to perform due to an event constituting *force majeure* as provided for above, then the time for performance by such party shall be extended as necessary for a period of time up to the period of the *force majeure* delay.

p. Severability. Every provision of this Agreement is, and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then, subject to the provisions of Section 8(o), the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceability, and each provision of the Agreement will be valid and will be enforced to the extent permitted by the law, and the

q. Time of Essence. Subject to the provisions of Sections 8(o) and 8(p), the parties agree that time is and shall be of the essence of this Agreement.

r. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of successors and assigns. The rights and obligations of either party under this Agreement may be assigned only with the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the case of a foreclosure, or a deed in lieu of foreclosure, the foreclosing party shall be free to take title from JT without the prior consent of Town.

s. Counterparts. This Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TOWN OF CHINO VALLEY, a Municipal
Corporation of Arizona

By: _____
Jim Bunker, Mayor

ATTEST: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

STATE OF ARIZONA)
)ss.
 County of Yavapai)

On this ____ day of _____, 2011, before me personally appeared Jim Bunker as Mayor of THE TOWN OF CHINO VALLEY, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

 Notary Public

My Commission Expires:

JT PROPERTIES, L.L.C., an Arizona
 Limited Liability Company

By: _____
 Jack M. Tuls, Jr., Member

STATE OF ARIZONA)
)ss.
 County of Yavapai)

On this ____ day of _____, 2011, before me personally appeared Jack M. Tuls, Jr., Member of JT Properties, L.L.C., an Arizona Limited Liability Company, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

 Notary Public

My Commission Expires:

Item No. **8**

TYPE OF DOCUMENT(S) FOR CONSIDERATION:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 8

SITUATION AND ANALYSIS:

Staff is requesting funding allocation to make repairs to the Chino Valley Aquatic Center. These repairs include the recoating of all roofing surfaces and the repair of 2 existing roof leaks, installing water saving timing valves on all shower assemblies, the replacement of the pool solar blankets and the fabrication and installation of a stainless steel ventilation hood for acid injection room. These repairs will help maintain the integrity of this facility, resolve a safety issue, and provide savings throughout the year with the reduction in water usage, lower chemical usage, water and energy loss due to evaporation, pool cleanliness, and lower energy consumption by the increase in heat retention.

Staff would like to discuss with Council the repair options available for their consideration.

RECOMMENDED MOTION:

Move to authorize staff to expend funds in the amount of \$_____ for needed repairs to the Chino Valley Aquatic Center and approve associated budget transfer from non-departmental contingencies to Aquatic Center.

ATTACHMENTS:

- A – Aquatic Center Repair/Staffing Options and Staff Recommendation
- B – Aquatic Center Labor Shortfall Worksheet
- C – Estimated Savings From Use of Thermal Pool Covers; Swimming Pool Covers; and Estimated Swimming Pool Gas Heating Costs and Savings

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Dean Smith

Author

Mike Scannell

Department Head

Vera J. Smith

Finance

Other: _____

Other: _____

Legal

Other: _____

Other: _____

Michael K. Scannell

Town Manager/Designee

ATTACHMENT "A"

Aquatic Center Repair/Staffing Options and Staff Recommendations

AQUATIC CENTER REPAIR/STAFFING OPTIONS

Roofing repairs (recoating and leak repair)	\$6,008.76 (includes taxes)
Installation of water saver shower valves	\$2,755.00*
Fabrication and installation of ventilation hood	\$4,298.00 (installed)
Purchase and installation of exhaust fan	\$1,495.00
TOTAL	\$14,556.76

* If Installation of water saver shower valves is contracted out there will be an additional cost of \$3,465.50 versus doing the work in house.

THERMAL POOL COVERS (estimated life span 10 yrs) **\$10,999.50**

TEMPORARY LABOR SHORTFALL **\$16,500.43**
(SEE ATTACHED SHEET FOR WORK UP)

REPAIR/STAFFING OPTIONS

OPTION A

BUILDING REPAIRS	\$14,556.76
POOL COVERS	\$10,999.50
LABOR SHORTFALL	\$16,500.43
TOTAL	\$42,056.69

OPTION B

BUILDING REPAIRS	\$14,556.76
LABOR SHORTFALL	\$16,500.43
TOTAL	\$31,057.19

Staff recommendation is option A as it will allow us to cover staffing shortfalls, make necessary repairs and changes to our facility thus becoming more energy efficient.

ATTACHMENT "B"

Aquatic Center Labor Shortfall Worksheet

Chino Valley Aquatic Center Labor Shortfall Worksheet

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
# of hours for operation		10	12.5	10	12.5	10	12	10	77

Swim Lesson Hours			15	18	15	18			66
# of Swim Instructors			5	5	5	5			
Swim Instructor Pay Rate	\$8.25/hr								
Total Cost for Swim Instructors			\$123.75	\$148.50	\$123.75	\$148.50			\$544.50

# of Lifeguards		4	4	4	4	4	4	4	28
Lifeguard Pay Rate	\$7.75/hr								
# of Hours for Lifeguards		31	34	30	34	30	40	31	230
Total Cost for Lifeguards		\$240.25	\$263.50	\$232.50	\$263.50	\$232.50	\$310.00	\$240.25	\$1,782.50

Cashier (2 positions) .	\$7.35/hr								
Number of Hours		8.5	8.5	8.5	8.5	8.5	11	8.5	62
Total Cost per Week		\$62.48	\$62.48	\$62.48	\$62.48	\$62.48	\$80.85	\$62.48	\$455.73

Pool Manager (2 positions) .	\$10.00/hr								
Number of Hours		10.5	13	13.5	13	13.5	15	10.5	89
Total Cost per Week		\$105.00	\$130.00	\$135.00	\$130.00	\$135.00	\$150.00	\$105.00	\$890.00

Total Daily Labor Cost									\$524.68
Total Cost in Labor for 7 days (not including 1 FTE)									\$3,672.73
Cost for Pool being open 9 Weeks									\$33,054.57
Cost for Pool being Open 76 days									\$39,875.68
Aquatic Manager Salary									\$5,677.45
Total Cost to operate pool for 76 days									\$45,553.13

Pool season remaining in fiscal year 2010/2011 38 days

Pool labor cost per day \$524.68
Days remaining in pool season X 38
Temporary Salaries needed \$19,937.84

Temporary salaries needed for remaining pool season \$19,937.84
Current temporary salaries budget balance \$ 3,437.41
Temporary salaries shortfall for remaining pool season -\$16,500.43

ATTACHMENT "C"

Estimated Savings From Use of Thermal Pool Covers;
Swimming Pool Covers; and
Estimated Swimming Pool Gas Heating Costs and Savings

ESTIMATED SAVINGS FROM USE OF THERMAL POOL COVERS

Projected water usage savings per U S Department of Energy		30%-50%
2010 total pool water usage*		\$7286
Estimated water savings per year low end	(30% X \$7286)	\$2186
Estimated water savings per year high end	(50% X \$7286)	\$3643

Projected chemical savings per U S Department of Energy		35%-60%
2010 total pool chemical budget *		\$4200
Estimated chemical savings per year low end	(35% X \$4200)	\$1470
Estimated chemical savings per year high end	(60% X \$4200)	\$2520

Projected chemical savings for life of pool covers (10 years)	30%	\$14,700
<u>Projected water savings for life of pool covers (10 years)</u>	<u>30%</u>	<u>\$21,860</u>
		\$36,560

Projected water savings for life of pool covers (10 years)	50%	\$36,430
<u>Projected chemical savings for life of pool covers (10 years)</u>	<u>50%</u>	<u>\$25,200</u>
		\$61,630

TOTAL 10 YEAR SAVINGS WITH POOL COVERS LOW END	30 %	\$36,560
TOTAL 10 YEAR SAVINGS WITH POOL COVERS HIGH END	50 %	\$61,630

ESTIMATED WATER USAGE REDUCTION

Current shower valve flow rate 2.5 gallons per minute

New timer shower valve flow rate .888 gallons per minute
(new shower timer valves are set to run on 30 second cycles)

Water savings will be in that the current shower valves are left running through out the day and are having to be shut of by staff. There are currently 10 shower valves in the aquatic center for a potential flow loss of 20.5 gallons per minute when left on. The new timer valves shut off automatically every 30 seconds thus reducing run time and also not requiring staff to be monitoring shower valves through out the day.

* Water loss and chemical usage are affected by ambient temperature, wind and humidity.

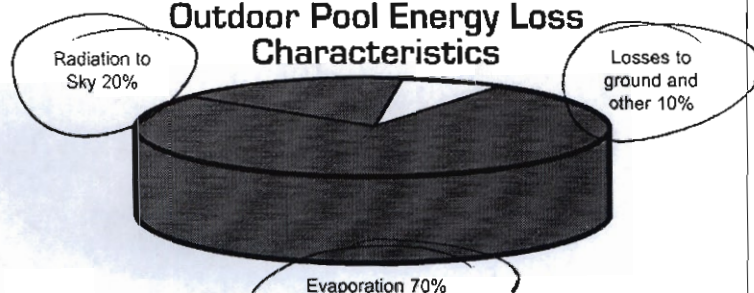
Swimming Pool Covers

You can significantly reduce swimming pool heating costs by using a pool cover. Use of a pool cover also can help reduce the size of a solar pool heating system, which can save money.

How They Work

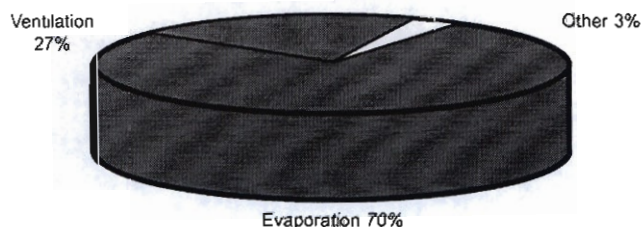
Swimming pools lose energy in a variety of ways, but evaporation is by far the largest source of energy loss. Evaporating water requires tremendous amounts of energy. It only takes 1 Btu (British thermal unit) to raise 1 pound of water 1 degree, but each pound of 80°F water that evaporates takes a whopping 1,048 Btu of heat out of the pool.

Outdoor Pool Energy Loss Characteristics



The evaporation rate from an outdoor pool varies depending on the pool's temperature, air temperature and humidity, and the wind speed at the pool surface. The higher the pool temperature and wind speed and the lower the humidity, the greater the evaporation rate. In windy areas, you can add a windbreak-trees, shrubs, or a fence-to reduce evaporation. The windbreak needs to be high enough and close enough to the pool that it doesn't create turbulence over the pool, which will increase evaporation. You also don't want the windbreak to shade the pool from the sun, which helps heat it.

Indoor Pool Energy Loss Characteristics



Indoor pools aren't subjected to the environment, but they still can lose a lot of energy from evaporation. They even require room ventilation to control indoor humidity caused by the large amount of evaporation. The ventilated air also must be conditioned, which adds to the energy costs.

Pool covers minimize evaporation from both outdoor and indoor pools. Covering a pool when it is not in use is

the single most effective means of reducing pool heating costs. Savings of 50%-70% are possible. Pool covers on indoor pools not only can reduce evaporation but also the need to ventilate indoor air and replace it with unconditioned outdoor air. You can also shut off exhaust fans when an indoor pool is covered, which saves even more energy.

Types of Pool Covers

It's best to use a cover designed specifically for swimming pools. They're made of special materials, such as UV-stabilized polyethylene, polypropylene, or vinyl. They can be transparent or opaque. Covers can even be light or dark colored.

Outdoor pools gain heat from the sun, absorbing 75%-85% of the solar energy striking the pool surface. This is an important contribution to the pool's heating needs. A pool cover will decrease the solar gain contribution to some extent, depending on what type you use. You also need to decide whether you want a manual, semi-automatic, or an automatic pool cover. You can manually pull the cover on and off, fold it, and place it somewhere out of the way. You can also purchase a pool cover reel to help manually roll up the pool cover. The reel, usually on wheels, can be rolled out of the way.

Semi-automatic covers use a motor-driven reel system. They use electrical power to roll and unroll the cover, but usually require someone to pull on the cover when unrolling, or guide the cover onto the reel when rolling up the cover. Semi-automatic covers can be built into the pool deck surrounding the pool, or can use reels on carts.

How to Use a Pool Cover

Pool covers should be used during your swimming season. If you use your pool during the daytime, take off the cover just before swimming and replace the cover as soon as you're done using the pool.

If you use your pool only at night, the effectiveness of a pool cover will depend on whether the evaporation and other losses prevented by the cover exceed the solar gain reduction caused by the cover. The type of cover and the climate affects this balance. In dry and/or windy conditions, the evaporation rate of the pool increases. In warm, humid conditions the evaporation rate decreases. In this case, it may be more beneficial to leave the cover off during the daytime.

Other Pool Cover Benefits

Besides offering energy savings, pool covers also do the following:

- Conserve water by reducing the amount of make-up water needed by 30%-50%
- Reduce the pool's chemical consumption by 35%-60%
- Reduce cleaning time by keeping dirt and other debris out of the pool.

Information obtained from the U.S. Department of Energy - www.energysavers.gov

Apartments

Appliances & Electronics

Designing & Remodeling

Electricity

Energy Assessments

Insulation & Air Sealing

Landscaping

Lighting & Daylighting

Space Heating & Cooling

Water Heating

Water Heater Selection

Energy-Efficient Water Heating

Swimming Pool Heating

Pool Covers

Pool Heaters

Pool Pumps

Water Temperature

Windows, Doors & Skylights

Estimating Swimming Pool Gas Heating Costs and Savings

Here you'll find information to help estimate annual gas heating costs for an outdoor swimming pool and/or savings if you replace a gas pool heater with one that's more energy efficient.

The table below estimates annual costs by location, by water temperature, and with or without using a pool cover.

Location	Season	Temperature		
		78°	80°	82°
Miami	1/1–12/31	\$2136	\$2848	\$3600
w/cover	1/1–12/31	\$416	\$584	\$800
Phoenix	3/1–10/31	\$1384	\$1776	\$2216
w/ cover	3/1–10/31	\$96	\$168	\$256
Dallas	4/1–10/31	\$1512	\$1920	\$2456
w/ cover	4/1–10/31	\$184	\$280	\$408
Atlanta	4/1–10/31	\$1704	\$2248	\$2880
w/ cover	4/1–10/31	\$320	\$424	\$592
Los Angeles	5/1–10/31	\$1864	\$2376	\$2904
w/ cover	5/1–10/31	\$168	\$304	\$472
Kansas City	5/1–10/31	\$1434	\$1872	\$2384
w/ cover	5/1–10/31	\$288	\$416	\$544
New York	5/1–9/30	\$1448	\$1904	\$2384
w/ cover	5/1–9/30	\$208	\$296	\$400
Chicago	5/1–9/30	\$1621	\$2072	\$2536
w/ cover	5/1–9/30	\$216	\$296	\$384
Denver	5/1–8/31	\$1757	\$2120	\$2498
w/ cover	5/1–8/31	\$123	\$168	\$243
Boston	5/1–8/31	\$1712	\$2096	\$2504
w/ cover	5/1–8/31	\$232	\$328	\$461
Minneapolis	6/1–9/30	\$1331	\$1776	\$2176
w/ cover	6/1–9/30	\$192	\$248	\$384
San Francisco	6/1–8/31	\$1560	\$1856	\$2168
w/ cover	6/1–8/31	\$192	\$320	\$472
Seattle	6/1–8/31	\$1525	\$1784	\$2056
w/ cover	6/1–8/31	\$304	\$424	\$552

*Figures based on a 1,000 square-foot, outdoor pool heated with an 80% efficient natural gas heater at \$.50 per therm.

If you're replacing a gas pool heater, you can use the following formula to determine your annual cost savings with a higher efficiency gas pool heater model:

$$\text{Current Annual Cost} \times \left(1 - \frac{\text{Current Efficiency}}{\text{New Efficiency}} \right)$$

Related Information

- Comparing Solar Swimming Pool Heating System Costs
- Estimating Heat Pump Swimming Pool Heater Costs and Savings
- Managing Swimming Pool Water Temperature for Energy Efficiency
- Swimming Pool Covers
- Gas Swimming Pool Heaters



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 9

SITUATION AND ANALYSIS:

At the Council meeting of April 12, 2011, the Council requested that I meet with the Town Manager to discuss prioritization of my current workload. On April 19, 2011 this meeting occurred. Currently, items that make up my workload are the Central Yavapai Metropolitan Planning Organization (CYMPO), the Technical Committee for the Water Advisory Council (WAC), the Technical Committee for the Upper Verde Water Coalition, both the Technical and Executive Committee for the Northern Arizona Municipal Water Users Association, Facilities, Fleet, Public Works, Engineering, Utilities and the CIP.

In addition, current litigation (Cortez Enterprises) and enforcing current contracts and development agreements take up a significant portion of time. The amount of research and participation involved in the Fann Contract, the Bright Star Development Agreements, and the KOA agreement all take up a significant amount of time.

From the April 19th meeting with the Town Manager, we believe that the current workload represents the minimum level of effort required given the current staffing levels. Given the complexity of the water issues, there is nobody on staff capable of dealing with these issues. Through the WAC, the USGS has just released a complex groundwater flow model that may represent a significant stumbling block for the Prescott AMA. Short of hiring a Water Resources employee, Chino Valley does not possess the depth in the organization to transfer these duties to other personnel.

Participation in CYMPO brings significant opportunities to the Town of Chino Valley. Currently, CYMPO funds Chino Valley \$54,000 per year in a sign replacement program. CYMPO and Yavapai County have facilitated ADOT in accelerating projects in the Chino Valley region such as the Highway 89 widening between Chino Valley and Pioneer Parkway (currently fully funded in FY12/13) and roundabouts at the intersections of Highway 89 and Road 4 North and Perkinsville Road (currently funded in FY13/14).

Council has asked about the costs of using an engineering consultant to assist with the administration of the capital improvement program (CIP.) Based on the attached memorandum dated March 3, 2011, the approximate hours required to administer each capital project is listed below. The standard hourly rate for engineering services such as this is \$120.00/hr. Assuming that the current economic times will result in a more favorable hourly rate, the calculations shown are based on an engineering rate of \$90.00. The funding source for this is not identified and is not apparent.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 9

Project	Estimate Hours	Extended Cost Based on \$90.00/hr.
Roadway Widening and Box Culvert Installation at Road 2 North and the Santa Cruz Wash.	625 Hours	\$56,250.00
Solar Panel Project at the Wastewater Treatment Plant.	265 Hours	\$25,175.00
Shooting Range at Old Home Manor.	160 Hours, before request for assistance with drainage	\$14,400.00
Stormwater Improvements in Chino Meadows along Railroad Road Community Development Block Grant (CDBG) Project.	205 Hours	\$18,450.00
Annual Chipseal Program.	145 Hours	\$13,050.00
Stormwater Implementation Plan.	340 Hours	\$30,600.00
CYMPO Sign Replacement Program	105 Hours	\$9,450.00
Highway 89 Sidewalk and Landscaping Enhancements	240 Hours	\$21,600.00
Total		\$188,975.00

In my previous presentation on April 12, 2011, the Council was informed that if something isn't developed to implement the CIP, some of these projects may lose their funding. Attached is the email from the Department of Housing stating that progress must begin on the CDBG project or funds may be suspended. In an email dated April 18, 2011 from the Game and Fish Department, they are now requesting that Town staff assist with the development of the drainage and stormwater design of the shooting range. Given the limited amount of time available to dedicate to these projects, these requests may be delayed or caused to be put off indefinitely.

If the Council should choose to make these capital projects a high priority, it is important to provide a strategy to make the CIP a success. This will require either funding an outside engineering firm or filling the civil engineer position in some form. As stated in my April 12th presentation, the Council should be aware that given the current budget restrictions, this may require that by filling the position a loss of another position within the organization could be required.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 9

At the April 12th meeting, an operational analysis of the Development Services Department was proposed. As a potential resource for assisting the Council's decision, this study could be expanded to include the Engineering Department for possible recommendations.

Attached is a series of memorandums that have been provided to the Town Manager regarding the need to fill this position. These memorandums are predicated on the need to complete the CIP as a high priority. The timeline to complete the CIP is mostly within the Council's purview, recognizing that some projects, such as the CDBG Project, require performance in order to maintain funding. However, should the Council choose to fill a less than full time civil engineer position, progress can be maintained at a modest level on the CIP while respecting the budget limitations.

The current full time salary range for the civil engineer position is \$69,100 - \$97,636 without the 10% salary reduction.

RECOMMENDED MOTION:

To be determined per Council discussion.

ATTACHMENTS:

- A – Memorandum regarding workload for engineering position
- B – Emails regarding CDBG Flood Management Grant
- C – Email regarding Chino Valley Shooting Range Grant

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Ron Grittman, P.E.

Author

Ron Grittman, P.E.

Department Head

Vera J. Smith

Finance

Other:

Other:

Sharon Sargent-Flack

Legal

Other:

Other:

Michael K. Scannell

Town Manager/Designee

ATTACHMENT "A"

Memorandum Regarding Workload for Engineering Position



MEMORANDUM

To: Mike Scannell, Town Manager

From: Ron Grittmann, P.E., Public Works Director/Town Engineer

Date: March 3, 2011

Re: Workload for Engineering Position

The following is a brief estimate of the projects and the hours for the engineering position. I've estimated that there will be only 3 private development projects that will require this individual's attention.

The projects are not listed in consecutive order. On any given day many projects will be worked on simultaneously, however, an estimate of the total overall project hours is provided.

Project	Description	Tasks	Estimated Hours
Road 2 North Roadway Widening at the Santa Cruz Wash	Add right turn lane to Road 2 North at the Santa Cruz Wash and construct 10 barrel box culvert	Utility Relocates	40
		Right-of-way Acquisition	80
		Bidding and Award	5
		Construction Management	500
Total Hours			625
Solar Project at WWTP	Construct approximately 30KW Solar Electrical System at WWTP	Award Project	5
		Coordination with PW to Construct Foundations	80
		Coordinate with	80

		Department of Commerce	
		Federal Compliance/Davis Bacon	20
		Construction Management	80
Total Hours			265
CDBG Stormwater Project	Construct detention basin and overflow piping system at Railroad Road and Center Street	Environmental Justice	40
		Secure Design Engineer	40
		Bidding and Award	5
		Construction Management	120
Total Hours			205
Chipseal Program		Develop Project Limits	40
		Coordinate with PW on Preparation	20
		Bidding and Award	5
		Project Coordination	80
Total Hours			145
Stormwater Masterplan Implementation	Working from the recommended project list provided by final Masterplan, develop additional engineering reports necessary to move projects forward	Review Stormwater Masterplan Recommendations	20
		Develop additional scope of work for highest prioritized projects	80
		Assess Potential for Force Account and Construction Alternatives	40
		Implement Construction and Oversight	200
Total Hours			340
CYMPO		Attend CYMPO Meetings	120
Total Hours			120

Private Development Review and Technical Review Committee		Estimate 3 Projects over the next year	40
Total Hours			40
Shooting Range	Construct two shooting ranges for the Police Department per the Game and Fish \$50,000 grant	Develop scope	40
		Construction management for force account work.	120
Total Hours			160
Develop 36x36 Prints of Topography and Photography	Create hard copies of topography and photography taken last year.		40
Total Hours			40
Solid Waste Transfer Facility	Work with Yavapai County to implement a solid waste transfer facility at Old Home Manor		40
Total Hours			40
Sign Replacement Program through CYMPO	Town of Chino Valley is awarded approximately \$55,000 for sign replacement	Develop Project Scope	20
		Coordinate Bidding and Award through CYMPO	5
		Coordinate Construction with PW and Contractor	80
Total Hours			105
Engineering Standards	Update and adopt standards	Update and Implement Standards	80
		Council Adoption	5
		Inclusion in UDO	60
Total Hours			145
Total Man-hours for Engineering Position			2,230

ATTACHMENT "B"

Emails Regarding CDBG Flood Management Grant

From: Cecilia Watts
 Sent: Monday, March 21, 2011 5:18 PM
 To: Ron Gritman; Michael Scannell
 Subject: FW: CDBG 102-11 Flood Management

I have talked with Chantel regarding the CDBG grant and this is her response. We need to decide if we are going to pursue this or not within the next few weeks.

Cecilia Watts
 Town of Chino Valley
 Town Manager's Office
 1020 W Palomino Road
 Chino Valley, AZ 86323
 928.636.2646 ext 136
 928.636.1977 (fax)
 cwatts@chinoaz.net
 www.chinoaz.net

 From: Chantel Key [mailto:chantel.key@azhousing.gov]
 Sent: Monday, March 21, 2011 2:04 PM
 To: Cecilia Watts
 Subject: CDBG 102-11 Flood Management

Cecilia,

The Town has not shown any progress on the project and will need to show activity within the next few weeks. The scope of work is extensive and I'm concerned that we will not have enough time to successfully complete the project by October 18, 2012. The application details many tasks that are involved. Please provide me with a report of the tasks that have been completed and the status of the tasks that are currently underway no later than Thursday, March 24th.

The below information is taken directly from the funding agreement.

Section 19 "Failure to Make Progress" of the contract states the following:

"Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) The Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes the Agreement;

(b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement."

*Please note that the contract was executed in October 2010 and six months or (180) calendar days will be in April 2011. *

As always, please contact me if you have any questions or require further assistance.

Chantel R. Key

CD&R Specialist

1110 West Washington Street, Suite 310

Phoenix, AZ 85007

Direct 602.771-1044:|: Main 602.771-1000:|: Facsimile 602.771-1029
www.azhousing.gov

ADOH OFFICES WILL BE CLOSED FOR THESE UNPAID FURLOUGH DAYS in 2011:
June 10 | July 22 | August 19 | September 16 | November 25 | December 23

This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is strictly prohibited. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.

ATTACHMENT "C"

Email Regarding Chino Valley Shooting Range Grant

From: Chris Gunter [CGunter@azgfd.gov]
Sent: Monday, April 18, 2011 3:29 PM
To: Ron Grittmann
Cc: Fred Bloom; Anthony E. Chavez
Subject: Chino Valley Shooting Range

Ron,

We have begun the design for the Chino Valley Shooting Range. As you are aware, everyone would like to get this range designed and constructed as fast as possible. I wanted to touch base with you and see if Chino Valley could provide assistance for the drainage and storm water design. If the Town of Chino Valley could provide designs for the drainage and storm water it would greatly speed up the completion of the project. I am looking forward to working with you and your staff to complete this project in a timely manner.

Sincerely,
Chris

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 10

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: April 26, 2011 TIME: 6:00 P.M.

SUBMITTING DEPARTMENT: Public Works/Engineering

CONTACT PERSON: Ron Grittmann, P.E. PHONE: (928) 636-7140

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
☒ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 5 min.

ITEM LOCATION:

Town of Chino Valley Wastewater Treatment Plant, Old Home Manor, 2190 Rodeo Drive

PROPOSED AGENDA ITEM:

Consideration and possible action to approve construction contract with Sky Engineering Inc. in an amount not to exceed \$170,564.74, for the solar energy generation station and installation of donated solar panels.

FISCAL IMPACT? Yes If Yes, Budget Code: 05-90-5497 Available: \$165,007.24
06-83-5247 Available: \$5,557.50

FUNDING:

Funds to come from EECBG (solar panels project) expenditure line item in the Capital Improvement Fund with reimbursement back to the Town of Chino Valley from two Department of Commerce Energy Grants and from the Maintenance expenditure line item in the Sewer Enterprise Fund.

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Construction Contract



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 10

SITUATION AND ANALYSIS:

Over the last two years, the Town of Chino Valley has been awarded two Department of Commerce Energy Grants for the installation of solar panels at the wastewater treatment plant. The first grant is in the amount of \$91,307.24 and the second grant is in the amount of \$93,700.00. Logos Solar was contracted for the design of the project in the amount of approximately \$6,500.00. Design funds and an administrative fee of \$13,500 will be reimbursed to the Town from grant funds. We anticipate this will leave \$165,007.24 to fund the project.

The Town of Chino Valley has developed a long term relationship with a photovoltaic testing company named TUV Rheinland PTL, LLC. This relationship will allow for a perpetual donation of approximately 20KW worth of solar panels.

As with all grants, there are some daunting restrictions placed on the use of monies. The most significant grant requirement is that all components purchased with these funds and all labor used to install the appurtenances must be qualified as "American Made" and paid as Davis Bacon wages. Many of the donated panels are not sufficiently labeled to qualify as "American Made." Therefore, the Department of Commerce made the determination, after the grant's award, that no donated panels would qualify under the grant and therefore could not be installed using these funds.

In addition, many of the donated panels are not consistent in their electrical output. As a result of this inconsistency, and to provide the maximum flexibility for future donations, three solar domains will be constructed using grant funds. The first domain will consist of the Enphase Micro-Inverter. This type of inverter converts the electrical current to a uniform output directly at the solar panel. The second domain will consist of a "Central Inverter" that requires ALL solar panels to be a consistent output. The third domain will consist of a "Central Inverter" that is capable of dealing with varying electrical outputs from the solar panels within the domain. The central inverter for the third domain required a waiver from the Department of Energy of the "American Made" requirement of the grant. This waiver was issued on March 31, 2011.

To assure that ALL appurtenances installed under the grant would qualify as "American Made," electrical systems and components along with the racks used to install solar panels, are all newly purchased and are oversized for the number of solar panels purchased under this portion of the grant. Solar panels to be purchased under the grant will also be new and qualify as "American Made." Once this phase of the contract is complete and in place, the requirements of the grant will be satisfied and this phase of the project will be closed. However, the racks themselves will not be fully populated with solar panels.

Item No. **10**

Author	Department Head	Vera J. Smith Finance
Ron Grittman, P.E.	Ron Grittman, P.E.	Sharon Sargent-Flack
Other:	Other:	Legal
Other:	Other:	Michael K. Scannell Town Manager/Designee



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: April 26, 2011 TIME: 6 p.m.

SUBMITTING DEPARTMENT: Town Manager's Office

CONTACT PERSON: David Nicolella PHONE: 928-636-2646 Ext. 114

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
☒ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 10 min.

ITEM LOCATION:

A portion of Chino Meadows 2 Subdivision

PROPOSED AGENDA ITEM:

Consideration and possible action to approve bid from Granillo's Mobile Home Service, for an amount not to exceed \$19,075.00, to inspect approximately 300 homes in the Chino Meadows 2 Subdivision and repair certain sewer line connections, if needed.

06-83-5212

and

FISCAL IMPACT? Yes If Yes, Budget Code: 06-83-5247 Available: \$19,075.00

FUNDING:

Funds to come from Sewer Enterprise Fund, professional services and miscellaneous maintenance lines.

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Bid proposal



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

SITUATION AND ANALYSIS:

Situation: Late last year the Town became aware that some of the sewer line connections in the Chino Meadows Subdivision may not have been installed according to industry standards. The Town subsequently engaged the services of a professional to review a representative sample of the homes. Eighteen homes were chosen at random and the results were as follows:

1. 66% in compliance
2. 33% were non-compliant

The inspection also revealed that the two primary reasons for the 33% non-compliant sewer lines were: 1) Broken or missing straps; and 2) Sewer lines were set at either reverse or improper grades.

Scope of Work: This project will involve Granillo's Mobile Home Service (GMHS) inspecting approximately 300 homes in the Chino Meadows 2 Subdivision and, if necessary, repairing any broken or missing straps and resetting any sewer lines to their proper grades. If the previous random sample proves to be correct, approximately 100 of the 300 sewer lines would need some repair (33%).

In order to help expedite the inspection/repair process, the Town will provide GMHS with a staff member from the utilities division who will assist in gaining access to the properties. Once on the property, an under home inspection will occur to check for missing straps and improper grade. If the inspection reveals that the items are in compliance, then GMHS will move onto the next property. If there are non-compliant issues, GMHS will replace missing straps and/or correct the improper grade before moving on to the next property.

Town Code Section 32.05 Purchases in General; Bids.

Town staff has complied with letter (D) of this section which states: *Written bids.* Purchases of \$10,000 up to \$20,000 for goods or services shall require 3 written bids. It is the Town's desire to purchase goods and services locally whenever available. In some cases, it may be impossible to obtain 3 written bids, in which case 1 or 2 bids shall be obtained. The Town Manager or his or her designee shall execute all contracts in the amounts between \$10,000 and \$20,000.

The Town requested bids from the following vendors:

1. Robinson's Manufactured Home Repair and Services
 - a. Stated that they wanted the job but did not respond and missed the deadline. They never called or gave any reason why they didn't respond.
 2. Yavapai Mechanical
 - a. Their first response was yes, then cancelled during the bidding process (Monday, March 28th).
-



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

3. Big Sky Plumbing
 - a. Their first response was yes, then they called back and stated, “Not interested.”
4. Alphabet Plumbing & Rooter Inc.
 - a. Not interested.

Granillo’s Mobile Home Services Inc. was the only plumbing company that submitted a bid. The bid amount was \$19,075.

The Town attempted to obtain 3 written bids, but was only able to receive one.

RECOMMENDED MOTION:

Move to approve bid from Granillo’s Mobile Home Service for an amount not to exceed \$19,075.00.

ATTACHMENTS:

- A – Letter sent to vendors
- B – Area map
- C – Granillo Bid

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

David Nicolella
Author

Department Head

Vera J. Smith
Finance

Other:

Other:

Sharon Sargent-Flack
Legal

Other:

Other:

Michael K. Scannell
Town Manager/Designee

ATTACHMENT "A"

Letter Sent to Vendors

TOWN OF CHINO VALLEY
MANAGER'S OFFICE
1020 WEST PALOMINO ROAD
PO BOX 406, CHINO VALLEY, AZ 86323

TEL. (928) 636-2646
FAX (928) 636-2144

March 17, 2011

(Address)

Dear Vendor:

This letter is to provide you with a description of the situation in the Chino Meadows 2 Subdivision regarding improper sewer line connections and to request a written bid from your company to resolve the issues.

Situation: Late last year the Town became aware that some of the sewer line connections in the Chino Meadow Subdivision may not have been constructed according to industry standards. The Town subsequently engaged the services of a professional to review a representative sample of the homes. Eighteen homes were chosen at random and the results are as follows:

1. 66% in compliance
2. 33% are non-compliant

The inspection also revealed that the two primary reasons for the 33% non-compliant sewer lines are: 1) Broken or missing straps; and 2) Sewer lines were set at either reverse or improper grades.

Scope of Work: This project will involve inspecting approximately 300 homes in the Chino Meadows 2 Subdivision and, if necessary, repair any broken or missing straps and reset any sewer lines to their proper grades. If the previous random sample proves to be correct, approximately 100 of the 300 sewer lines would need some repair (33%).

In order to help expedite the inspection/repair process, the town will provide you with a staff member from the utilities division that will assist in gaining access to the properties. Once on the property you will conduct an under home inspection to check for missing straps and improper grade. If the inspection reveals that the items are in compliance, then you will move onto the next property. If there are non-compliant issues then you will replace missing straps and/or correct the improper grade before moving on to the next property.

Written Bid: The Town is requesting that your company submit a written bid that will include an hourly rate, a maximum dollar amount for services, and a method of documenting each inspection and work performed.

Please submit your written bid to the Town Manager's office, at 1020 West Palomino Road, on or before Monday April 4, 2011. The written bid request will be closed at 3 o'clock on Monday, April 4, 2011.



TOWN OF CHINO VALLEY
MANAGER'S OFFICE
1020 WEST PALOMINO ROAD
PO BOX 406, CHINO VALLEY, AZ 86323

TEL. (928) 636-2646
FAX (928) 636-2144

If you need any further information or have additional questions please call or email.

Thank you,

David Nicolella
Associate Planner
928-636-2646 Ext. 114
Email- dnicolella@chinoaz.net
Web site - www.chinoaz.net

Attachments:

1. Area Map
2. Bid tabulation form



ATTACHMENT “B”

Area Map

ATTACHMENT "C"

Granillo Bid

Granillo's Mobile Home Service

Complete Double & Single Wide Setup & Hook-ups, Tear downs, Septics, Lot Preps, Anchors, APS Lines, Pedestals, Backhoe Work

(520) 636-5330



Jose L. Granillo

License #5436 Bonded & Insured
License #096676 & #099516



**105 S. Road 1 East
Chino Valley, AZ 86323**

APRIL 4, 2011.

CHINO VALLEY, TOWN MANAGER
1020 WEST PALOMINO ROAD,
CHINO VALLEY, ARIZONA.

ENCLOSED FIND THE BID TABULATION FORM, THAT INCLUDES THE BIDS
FOR THE WORK TO BE PERFORMED AT THE CHINO MEADOWS SUBDIVISION
THE HOURLEY RATE WILL BE 25.00 PER MAN (2 men per job)
GRANILLO'S MOBILE HOME SERVICE \$WILL ONLY BE RESPONSIBLE FOR
THE WORK THAT THE TOWN OF CHINO VALLEY REQUESTED, ANY OTHER
PROBLEMS THAT EXIST WILL BE EXTRA.

ALSO WE WILL BE DOCUMENTING EACH INSPECTION, WORKED PERFORMED,
AND MATERIALS USED IN WRITING, FOR EACH HOME.

IF YOU NEED ANY MORE INFORMATION PLEASE CALL ME.

THANK YOU.

Jose L. Granillo
JOSE L. GRANILLO
928-713-6959

TOWN OF CHINO VALLEY
 MANAGER'S OFFICE
 1020 WEST PALOMINO ROAD
 PO BOX 406. CHINO VALLEY, AZ 86323



TEL. (928) 636-2646
 FAX (928) 636-2144

Bid Tabulation Form:

Calculate estimated amounts on the assumption that 300 homes will be inspected, 50 homes will need two straps replaced and 50 homes will need the sewer line reset to their proper grade.

Description			Total	
Hourly rate to perform 300 inspections	Hourly rate \$ <u>25</u> -	Estimated hours <u>1</u>	\$ <u>7500</u> -	
Repair broken or missing straps	Estimated units 100	Cost per unit \$ <u>50</u> -	\$ <u>5000</u> -	
Reset Slope	Estimated units 50	Cost per unit \$ <u>100</u> -	\$ <u>5000</u> -	Subtotal: \$ <u>17500</u> -
Contingency: Percentage of totals	5% of strap total \$ <u>250</u> -	10% of slope total \$ <u>500</u> -	5% of Subtotal \$ <u>875</u> -	Total Contingency costs \$ <u>1575</u> -
Total Estimated Project Cost Not to Exceed				\$ <u>19075</u> -

If you need any further information or have additional questions please call or email.

Thank you,

David Nicolella
 Associate Planner
 928-636-2646 Ext. 114
 Email- dnicolella@chinoaz.net
 Web site - www.chinoaz.net



THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 12
☒ Regular Meeting ☐ Special Meeting ☐ Other _____
MEETING DATE: April 26, 2011 TIME: 6:00 P.M.SUBMITTING DEPARTMENT: Public Works/EngineeringCONTACT PERSON: Ron Grittman, P.E. PHONE: (928) 636-7140

☐ Presentation Only	☐ Report Only	☐ Consent	Estimated Length of Staff Presentation: <u>5</u> min.
☒ Action-Presentation	☐ Action	☐ Executive	

ITEM LOCATION:

Reed Road and Road 3 North**PROPOSED AGENDA ITEM:**

Consideration and possible action to award construction services bid for roadway repairs at the intersection of Reed Road and Road 3 North to Grady's Quality Excavating, Inc. in an amount not to exceed \$33,190.30.

FISCAL IMPACT? Yes If Yes, Budget Code: 02-78-5415 Available: \$33,190.30
FUNDING:

Funds to come from Highway User Revenue Funds Chipsealing line.

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Bid Proposal

SITUATION AND ANALYSIS:

The intersection of Reed Road and Road 3 North is in significant disrepair. The current roadway for most of the intersection is a chipsealed surface over natural grade. Reed Road south of Road 3 North is an asphalt surface placed by Yavapai County in 2001. This project



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 12

will create a 3" asphalt surface on 6" of prepared aggregate base course for a distance of 150' south, east, and north of the intersection.

Three bids were received for this project. The following is the bid results:

Grady's Quality Excavating	\$33,190.30
Asphalt Paving & Supply	\$36,990.00
Fann Contracting	\$68,500.00

This intersection conveys a significant volume of traffic. As such, the placement of asphalt in lieu of chipseal will result in an intersection that will be capable of withstanding the stresses and forces of traffic braking as they approach.

The Town's procurement policies are antiquated and out of date. These policies require that a price over \$20,000 requires a sealed bid rather than seeking price quotes. This project is extremely simple. The sealed bidding process will require bonding, advertising, and an extensive time delay. Staff believes that it will deliver a better project at a cheaper price by waiving these procurement methods.

RECOMMENDED MOTION:

Move to waive the procurement procedures and award construction services bid for roadway repairs at the intersection of Reed Road and Road 3 North to Grady's Quality Excavating, Inc. in an amount not to exceed \$33,190.30.

ATTACHMENTS:

Bid Proposals

[NOTE: It may be determined that a professional services agreement is required for this item, which may require a modified motion.]

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Ron Grittman, P.E.

Author

Ron Grittman, P.E.

Department Head

Vera J. Smith

Finance

Other:

Other:

Sharon Sargent-Flack

Legal

Other:

Other:

Michael K. Scannell

Town Manager/Designee

Grady's Quality Excavating, Inc.

14785 E White Drive
Dewey, AZ 86327-6748



License #ROC 154334
KA Dual Engineering

Bid Proposal

Date	Contract #
3/30/2011	

Phone #
928 445-0931

Fax #
928 445-5793

E-mail
Gradysquality@cableone.net

NAME/ADDRESS
Town of Chino Valley 1020 West Palomino Rd. Chino Valley, AZ 86323 Attn: Kurt Morrill kmorrill@chinoaz.net

928-636-7140
928-636-7141 fax
928-713-5548 cell

ESTIMATE IS GUARANTEED UP TO 30 DAYS FROM ORIGINAL DATE.

Final billing may be adjusted based on actual material costs
and pavement dimensions at time of construction.

		JOB SITE	
		Road 3 North & Reed Rd.	
DESCRIPTION	Qty/Hrs	Cost	Total
Supply Equipment, Labor, & Materials to pave 3" of 19mm asphalt on 6" of compacted MAG Spec ABC over approx. 1210 sy. Price includes mobilization, sawcutting, removals, sub-grade prep., materials, trucking, compaction, tack coat, Maricopa edge, and traffic control. (per SY)	1210	\$ 27.43	\$ 33,190.30
Grady's Quality Excavating Inc warranties the above mentioned project for a period of 2 years from any workmanship defects.			
All Asphalt prices are based on current market values and will be held for 30 days from this proposal date. Final bill will reflect any increases or savings.*			

TOTAL \$33,190.30

EXCLUSIONS: Taxes, Bonds, Permits, Fees, Survey, Staking, Testing, Engineering, SWPPP, Striping, export of any hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe with 16" rock bucket is unable to dig), blasting and hammer hoe expenses, termite pre-test, ground sterilization for weed control, and any act of God-like situation, act of war, and existing petroleum supply handling situation, i.e. old gas station, special inspections. **Fuel/Oil surcharges may apply.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the project specifications submitted for the above work and completed in substantial workmanship manner for the sum of:

\$33,190.30

Curtis Bluth, Estimator

3/30/2011

Date

APPROVAL SIGNATURE, TITLE

Printed Signature

Date

ASPHALT PAVING & SUPPLY, INC.

116 of 124

2425 N. GLASSFORD HILL RD.
PRESCOTT VALLEY, AZ 86314

Phone: 928-772-6363
Fax: 928-772-7429

CONTRACTOR LICENSE - ROC192405 "A" GENERAL

To:	CHINO VALLEY HIGH SCHOOL	Contact:	
Address:	Chino Valley, AZ	Phone:	
		Fax:	
Project Name:	City Of Chino - 3 North / Reed	Bid Number:	01511
Project Location:	Intersection Of Reed & Rd 3 North, Chino Valley, AZ	Bid Date:	2/22/2011

INCLUDES TAXES.

**** Prices based upon completion before April 1, 2011.**

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Mobilization	1.00	EACH	\$2,350.00	\$2,350.00
2		Demo Existing AC & Haul To City Site	1,500.00	SY	\$1.10	\$1,650.00
3		Excavate 6" To Subgrade & Haul To City Site	250.00	CY	\$8.00	\$2,000.00
4		Subgrade Preparation	1,500.00	SY	\$0.70	\$1,050.00
5		6" ABC	1,500.00	SY	\$5.45	\$8,175.00
6		3" Asphalt @ Intersection Of 3 North & Reed - No Thickened Edge	1,500.00	SY	\$14.00	\$21,000.00
7		Striping	1.00	LS	\$315.00	\$315.00
8		Traffic Control	1.00	LS	\$450.00	\$450.00
9		Maricopa Thicken Edge Type B 8" Deep	1,000.00	LF	\$2.00	\$2,000.00

Total Bid Price: \$38,990.00

Payment Terms:

Payment due within 30 days of date of invoice and / or 7 days from payment from Prime Contractor or Owner, whichever is first. After that date interest will be charged at 1-1/4% per month.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: ASPHALT PAVING & SUPPLY, INC. Authorized Signature: _____ Estimator: DonHamlin
---	--



PO Box 4356 • Prescott, AZ 86302 • Phone: 928-778-0170 • Fax: 928-778-3072 • License ROC-A-071520

April 8, 2011

Town Of Chino Valley
Chino Valley, AZ. 86302

Attn: Kurt Morrill

RE: Intersection Reed Rd. and 3 North

Dear Kurt,

Per your request, our price to provide traffic control, labor, material, equipment and supervision to mill/pulverize existing A/C; re-grade and install 6in of ABC (450ton), place, compact; haul and place 3in of $\frac{3}{4}$ A/C - 300 ton in an area of Reed Rd. and 3 North intersection, with a Maricopa edge (per discussion) is **\$68,500.00.**

Included:

- Mobilization of equipment
- Traffic control with flaggers
- Mill / Pulverize 2in of existing A/C
- Haul and place 450 ton of ABC
- Haul and place 300 ton of $\frac{3}{4}$ in A/C
- Install Maricopa edge along outside edges of 3 North and Reed Rd. intersection only.

Clarifications:

- Excludes costs associated with conflicting existing utilities.
- Engineering, testing and or quality control is excluded.
- Sales tax and bond is included.
- Construction permits are excluded.
- Price is good for 30 days.

We appreciate the opportunity to provide you with a quote on this project. Should you have any questions, please do not hesitate to call me at our office at (928) 778-0170.

Sincerely,

Gary Hackett
Estimator
ghackett@fanncontracting.com
928-830-3514 cell

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: April 26, 2011 TIME: 6:00 P.M.

SUBMITTING DEPARTMENT: Public Works/Engineering

CONTACT PERSON: Ron Grittman, P.E. PHONE: (928) 636-7140

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
☒ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 5 min.

ITEM LOCATION:

Town Wide

PROPOSED AGENDA ITEM:

Consideration and possible action to accept the Town of Chino Valley Area Drainage Master Study as presented at the April 7, 2011 Council study session.

FISCAL IMPACT? None If Yes, Budget Code: _____ Available: \$

FUNDING:

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Area Drainage Master Study



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

SITUATION AND ANALYSIS:

In August 2009, Yavapai County funded the Town of Chino Valley with \$200,000.00 to perform this project. In December 2009, the Town entered into contracts to develop a Chino Valley Area Drainage Master Study. A scope of work and contracts were developed with Civil Tec Engineering and Lyon Engineering for the project. The finalized project was presented to the Council in a study session on April 7, 2011.

The study was broken into two components. Civil Tec performed the document review and the hydrology. Lyon Engineering developed the impacts of the various storm events and made recommendations as to potential solutions. Lyon developed a project description and conceptual cost estimate. The projects were rated and scored based on the following criteria:

- Estimated Construction Costs
- Number of Homes/Businesses Helped/Improved
- Right-of-Way Acquisition
- Recurring Complaints
- Recurring Town Maintenance
- Recurring Access Problems

The following is a listing of each project:

1. Perkinsville Road at the Santa Cruz Wash (\$975,850.00)

Drainage Problem: The small size of existing drainage structures causes water to back up behind Perkinsville Road and overtop during large storm events.

Solution/Mitigation: Conduct grading and install erosion protection within Santa Cruz Wash north and south of Perkinsville Road. Install several box culverts to increase discharge capacity under Perkinsville Road. Provide engineering for a CLOMR and LOMR submittal for approval by FEMA.

2. Cemetery Draw at Juniper Drive (\$1,107,075.00)

Drainage Problem: Existing homes and roads are frequently flooded during large storm events from Cemetery Draw. There is no existing channelization or infrastructure for the Draw. There is frequent, on-going maintenance and clean-up after storm events by Town staff.

Solution/Mitigation: Install a retention pond with drywells and a controlled outlet structure near the northwest corner of the Highlands Ranch subdivision, requiring the acquisition of land for regional pond use. Outlet structure would convey to a new large culvert due east down Juniper drive to its terminus at the Santa Cruz Wash. A FEMA CLOMR and LOMR would most likely be required. Flooding conditions would greatly improve for many homes north of Juniper Drive. This would also reduce the Town maintenance for the surrounding residences and roadways.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

3. Chino Meadows Unit 5 at Peavine Trail (\$1,084,600.00)

Drainage Problem: Chino Meadows Unit 5 is heavily impacted by drainage passing under and in some cases, over the Peavine Trail affecting multiple homes and roadways. Existing channels are undersized and heavily eroded.

Solution/Mitigation: Install a series of retention/detention ponds with drywells and a controlled outlet structure on the east side of the Peavine Trail to reduce flow through Chino Meadows Unit 5 and redirect flow to the north to a more confined channel. Improve the existing channel from the Peavine trail box culvert outlet down to the Santa Cruz Wash. Town of Chino Valley Area Drainage Master Study 8 of 11

4. Road 3 North at Town Hall (\$268,250.00)

Drainage Problem: Current drainage structures under Road 3 North and the outlet channel are undersized for the existing drainage condition. There are multiple complaints and access problems during large storm events.

Solution/Mitigation: Analysis of the existing retention pond just south of Road 3 North would be required to determine if it has adequate capacity. A new outlet would be constructed for the existing pond utilizing box culverts under Road 3 North, and a large channel to connect to the existing channel within Appaloosa Meadows. The box culverts under Road 3 North have already been purchased and delivered to the Town. They are eight, pre-fabricated box sections with bases, each measuring 10' long, 8' wide and 4' high. The proposed channel will require stormwater easements.

5. Mariposa Manner (South of 3 North West of Hwy. 89) Unit 2 South Boundary (\$381,350.00)

Drainage Problem: Existing homes and roadways are impacted by large storm events as it sheet flows through Mariposa Manner Unit 2. There is no existing channelization or infrastructure for the sheet flow interception. There is frequent, on-going maintenance and clean-up after storm events by Town staff.

Solution/Mitigation: Install a retention pond with drywells south of the subdivision boundary on private land. This property is undeveloped, and land would need to be acquired for this regional pond.

6. Road 2 South West of Highway 89 (\$235,770.00)

Drainage Problem: Drainage backwater frequently floods the business parcel to the west of the Maverick gas station and pools at a low point on Road 2 South just west of Hwy 89. Road closure is a frequent problem at this location during higher storm events.

Solution/Mitigation: Install a large catch basin on vacant property southwest of the Maverick, a grate structure across Road 2 South, and connecting storm drain to direct drainage to the ADOT right-of-way and existing structures. Adjacent to Highway 89, the existing channel will be extended or widened accordingly.

7. Road 1 South from West of Road 1 East to Santa Cruz Wash (\$2,480,225.00)

Drainage Problem: The small size of existing drainage structure causes water to back up



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

behind Road 1 South and overtop during large storm events. This occurs at multiple locations impacting several homes and causing frequent road closures. Town of Chino Valley Area Drainage Master Study 9 of 11

Solution/Mitigation: Install a retention pond with drywells and a controlled outlet structure and convey storm water east through a new large culvert in Road 1 South to an additional regional retention/detention pond on County-owned land. Right of Way and land acquisition will be necessary from landowners as well as the County. A possible increase in flow to the Santa Cruz Wash will require a FEMA CLOMR and LOMR.

8. Center Street West of Road 1 East (\$842,450.00)

Drainage Problem: The current drainage structures under Center Street and Road 1 East are undersized for the existing drainage condition. Flow frequently tops Center Street inundating two private parcels and then crosses over Road 1 East. Road closures are frequent during large storm events.

Solution/Mitigation: Install large culverts under Center Street and Road 1 East with a connecting large channel between them. From Road 1 East, install a defined drainage channel along the existing flow path to its terminus at the Santa Cruz Wash. Extensive land acquisition will be required.

9. Road 2 South Crossing East of Road 1 East (\$356,700.00)

Drainage Problem: Current drainage structure under Road 2 South is undersized for the existing drainage condition. Flow passes over Road 2 South during a medium sized storm event and impacts an existing home lying directly in the discharge path. Road closures are frequent during large storm events.

Solution/Mitigation: Install a retention pond with drywells on the south side of Road 2 South. Land acquisition will be required for the pond and a potential small home purchase.

10. Perkinsville Road East of Road 1 East (\$1,451,000.00)

Drainage Problem: The current Perkinsville Road drainage channel and structures cannot convey the existing drainage condition. Homes and business are impacted by drainage flows backing up behind Perkinsville Road and as it overtops the roadway.

Solution/Mitigation: Install a retention pond with drywells and a controlled outlet structure and convey storm water east through a new large culvert on the south side of Perkinsville Road to capture flow before it impacts the roadway. Install roadway improvements such as curb and gutter and catch basins where necessary. The pond would be installed on Town property and would not require land acquisition.

The following is the results of ranking the projects based on the previous criteria:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

Project Ranking	Total Score	Project Number	Description
1	54	2	Cemetery Draw at Juniper Drive
2	48	3	Chino Meadows Unit 5 at Peavine Trail
3	46	6	Road 2 South West of HWY. 89
4	37	5	Mariposa Manor Unit 2 South Boundary
5	35	4	Road 3 North at Town Hall
6	30	9	Road 2 South Crossing East of Road 1 East
7	29	7	Road 1 South from West of Road 1 East to Santa Cruz Wash
8	24	1	Perkinsville Road at Santa Cruz Wash
9	23	8	Center Street West of Road 1 East
10	16	10	Perkinsville Road East of Road 1 East

The most likely funding source for these projects is Yavapai County Flood Control District. Based on conversations with Yavapai County staff, it is highly unlikely that they will fund a multi-million dollar project with no participation from the Town of Chino Valley. The top rated project is the Road 3 North at Town Hall. In early 2000, the Town of Chino Valley purchased modular box culverts that are capable of carrying the 100 year storm event. The project will construct a box culvert under Road 3 North and Gilson Avenue along with a channel between the existing detention basin to the drainage system of Appaloosa Meadows. Because this project already meets the requirement of local participation, it is recommended that the top four projects to be funded are:

Top Funded Recommendation.	Total Score	Project Number	Description
5	35	4	Road 3 North at Town Hall
3	46	6	Road 2 South West of HWY. 89
2	48	3	Chino Meadows Unit 5 at Peavine Trail
7	29	7	Road 1 South from West of Road 1 East to Santa Cruz Wash



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

RECOMMENDED MOTION:

Move to accept the Town of Chino Valley Area Drainage Master Study as presented at the April 7, 2011 Council study session and prioritize the top four projects as listed.

ATTACHMENTS:

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

[Area Drainage Master Study](#)

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Ron Grittman, P.E.
Author

Ron Grittman, P.E.
Department Head

Vera J. Smith
Finance

Other:

Other:

Legal

Other:

Other:

Michael K. Scannell
Town Manager/Designee