



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, MAY 8, 2018
6:00 P.M.**

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a. Recognition of 2018 AARP Tax Aide volunteers. (Mayor Croft)

3. **CALL TO THE PUBLIC**

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

4. **RESPONSE TO THE PUBLIC**

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

5. **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

- b. Status report by Town Manager Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to approve Financial Report for the nine months ending March 31, 2018. (Joe Duffy, Finance Director)
- b. Consideration and possible action to accept the April 24, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. Consideration and possible action to approve contributing \$_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2018 swim season. (Scott Bruner, Community Services Director)

Recommended Action: Approve contributing \$_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2018 swim season.

- b. Consideration and possible action to adopt Ordinance No. 18-846 rezoning Assessor's Parcel No. 306-04-019H, approximately 2 acres of real property generally located 960 feet south of the southeast corner of East Road 5 North and State Route 89 at 3795 N. State Route 89, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district. Owner/Applicant: Carolyn Thibault/ Robert Parsons. (Alex Lerma, Associate Planner)

Recommended Action: Adopt Ordinance No. 18-846 rezoning APN 306-04-019H, approximately 2 acres of real property addressed as 3795 N. State Route 89, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

- c. Consideration and possible action to adopt Ordinance No. 18-847 rezoning Assessor's Parcel No. 306-31-005C, approximately 5 acres of real property generally located west of the southwest corner of West Road 1 South and South Road 1 West at 584 South Road 1 West, from AR-5 (Agricultural Residential – 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district. Owner: North Blue, LLC/Applicant: Chad Nanke. (Alex Lerma, Associate Planner)

Recommended Action: Adopt Ordinance No. 18-847 rezoning APN 306-31-005C, addressed as 584 South Road 1 West, from AR-5 (Agricultural Residential – 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district.

- d. Consideration and possible action to approve a Conditional Use Permit (C18-001) for Assessor's Parcel No. 306-01-001, approximately 120 acres of real property located northwest of North Jasper Trail at 4820 East Perkinsville Road to allow a hot mix asphalt plant in the I (Industrial) zoning district. Owner/Applicant: James Fletcher. (Alex Lerma, Associate Planner)

Recommended Action: Approve a Conditional Use Permit (C18-001) for APN 306-01-001 to allow a hot mix/ asphalt plant in the I (Industrial) zoning district on property located northwest of North Jasper Trail at 4820 East Perkinsville Road subject to the conditions as presented and discussed.

- e. Consideration and possible action to approve Amendment #2 to the EPS Group agreement providing master planning services for Old Home Manor industrial park in an amount not to exceed \$21,200. (John Coomer, Economic Development Project Manager)

Recommended Action: Approve EPS Group Agreement Amendment #2 in an amount not to exceed \$21,200.

- f. Discussion and possible action regarding the accountability contract between the Town and Chino Valley Area Chamber of Commerce. (Cecilia Grittman, Town Manager)

Recommended Action: Possible direction to staff.

- g. Presentation, discussion, and possible action regarding the Preliminary Budget for the Fiscal Year Ending June 30, 2019. (Joe Duffy, Finance Director)

Recommended Action: Possible direction to staff.

8. **EXECUTIVE SESSION**

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position regarding a contract with the City of Prescott related to the Town purchasing a portion of its water distribution system that is the subject of negotiations. (Cecilia Grittman, Town Manager)
- b. An executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Town Manager, Cecilia Grittman. (Mayor and Council)

9. ACTION ITEMS RESUMED

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

- a. Consideration and possible action to approve the Town Manager's Employment Agreement. (Cecilia Grittmann, Town Manager)

Recommended Action: Approve the Town Manager's Employment Agreement.

10. ADJOURNMENT

Dated this 3rd day of May, 2018.

By: **Jami C. Lewis, Town Clerk**

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.a.

Meeting Date: 05/08/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Recognition of 2018 AARP Tax Aide volunteers. (Mayor Croft)

SITUATION & ANALYSIS:

Each year, AARP volunteers assist seniors and other citizens with tax preparation. Chino Valley Lead Donna Armstrong would like to recognize this year's volunteers and present some statistics from this year's tax preparations.

The following volunteers have spent 2-3 days a week working on tax returns for 8 weeks. They also spent a month in training and testing to qualify for this service:

- Donna Armstrong, Office Coordinator, Greeter/Facilitator & 6 year volunteer
- Diane Grayson, Preparer/Reviewer, 3 year volunteer
- Marilyn Brundige, Preparer/Reviewer, 3 year volunteer
- Karen Snyder, Preparer/Reviewer, 2 year volunteer
- Linda McCoy, Preparer/Reviewer, 2 year volunteer
- Marsha Mitchell, Greeter/Facilitator, 2 year volunteer

This volunteers prepared 319 E-filed tax forms this year, both state and federal. This is 112 files fewer than last year. Filers in Chino Valley totaled refunds of \$163,325 in federal returns and \$67,186 in state returns, for a total of \$230,511. The group hopes to gain back its shortfall with more volunteers and outreach to the community.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 05/08/2018
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the nine months ending March 31, 2018.
 (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve Financial Report for the nine months ending March 31, 2018.

SITUATION AND ANALYSIS:

The Finance Department prepares Financial Reports for the Mayor, Council, Staff and Community.

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

The report includes the following sections:

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

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

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

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

Fiscal Impact

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

Attachments	
March 2018 Report	

Town of Chino Valley

Arizona

Financial Report



To The Town Council

For the Nine Months Ending March 31, 2018 75% of the Fiscal Year

Town of Chino Valley						
Revenue and Expense Summary						
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 59,129	\$ 61,423	\$ 2,294	4%	\$ 123,000	50%
Tax Revenues	\$ 3,060,179	\$ 3,449,764	\$ 389,585	13%	\$ 4,280,000	81%
Licenses & Permits	\$ 399,454	\$ 539,443	\$ 139,989	35%	\$ 407,000	133%
Intergovernmental	\$ 2,386,079	\$ 2,459,303	\$ 73,224	3%	\$ 3,353,000	73%
Charges for Services	\$ 52,004	\$ 58,173	\$ 6,169	12%	\$ 124,000	47%
Fines and Forfeitures	\$ 119,492	\$ 125,438	\$ 5,946	5%	\$ 162,000	77%
Other Revenues	\$ 1,914	\$ 15,576	\$ 13,662	714%	\$ 3,500	445%
Contributions and Donations	\$ 1,776	\$ 778	\$ (998)	-56%	\$ 2,500	31%
Investment Earnings	\$ 10,166	\$ 24,429	\$ 14,263	140%	\$ 10,000	244%
Transfers In	\$ 187,500	\$ 300,000	\$ 112,500	60%	\$ 400,000	75%
Total Revenues	\$ 6,277,693	\$ 7,034,327	\$ 756,634	12%	\$ 8,865,000	79%
Total Revenues for the General Fund are up \$756,634 or 12% over the previous fiscal year. Total Tax Revenues are up 13% primarily due to increased construction sales tax collections. Licenses and Permits are up 35% due to an increase in Building Permits and Plan Check Fees this fiscal year. Intergovernmental Revenues are up 3% inline with our budget projections. Overall Revenues are tracking slightly above our budget projections.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 84,778	\$ 81,673	\$ (3,105)	-4%	\$ 116,100	70%
Town Clerk	\$ 149,263	\$ 123,631	\$ (25,632)	-17%	\$ 193,800	64%
Town Manager	\$ 317,659	\$ 194,717	\$ (122,942)	-39%	\$ 313,000	62%
Human Recourses	\$ 159,624	\$ 158,790	\$ (834)	-1%	\$ 233,000	68%
Municipal Court	\$ 194,945	\$ 199,831	\$ 4,886	3%	\$ 279,400	72%
Finance	\$ 268,496	\$ 274,080	\$ 5,584	2%	\$ 356,200	77%
Management Information System	\$ 163,502	\$ 164,857	\$ 1,355	1%	\$ 285,400	58%
Mayor and Council	\$ 22,771	\$ 24,709	\$ 1,938	9%	\$ 40,700	61%
Planning	\$ 126,714	\$ 132,055	\$ 5,341	4%	\$ 208,500	63%
Building Inspection	\$ 171,200	\$ 134,370	\$ (36,830)	-22%	\$ 186,700	72%
Police	\$ 2,069,998	\$ 2,381,041	\$ 311,043	15%	\$ 3,174,200	75%
Animal Control	\$ 83,357	\$ 79,075	\$ (4,282)	-5%	\$ 129,100	61%
Recreation	\$ 67,507	\$ 82,879	\$ 15,372	23%	\$ 112,700	74%
Library	\$ 233,021	\$ 246,237	\$ 13,216	6%	\$ 329,700	75%
Senior Center	\$ 189,757	\$ 239,847	\$ 50,090	26%	\$ 317,400	76%
Parks Maintenance	\$ 279,065	\$ 319,786	\$ 40,721	15%	\$ 430,300	74%
Aquatic Center	\$ 133,465	\$ 133,847	\$ 382	0%	\$ 215,800	62%
Facilities Maintenance	\$ 262,809	\$ 265,376	\$ 2,567	1%	\$ 422,100	63%
Fleet Maintenance	\$ 179,430	\$ 165,052	\$ (14,378)	-8%	\$ 279,200	59%
Engineering	\$ 44,559	\$ 182,204	\$ 137,645	309%	\$ 216,500	84%
Customer Service	\$ 78,548	\$ 137,425	\$ 58,877		\$ 237,600	58%
Non Departmental	\$ 843,316	\$ 504,715	\$ (338,601)	-40%	\$ 1,127,500	45%
Total Expenditures	\$ 6,123,784	\$ 6,226,197	\$ 102,413	2%	\$ 9,204,900	68%
Total Revenue Over (Under)						
Total Expenditures	\$ 153,909	\$ 808,130	\$ 654,221		\$ (339,900)	
GENERAL FUND (Continued)						
Total General Fund Expenditures are up \$102,413 or 2% compared to last fiscal year. Through March each departments total expenditures should be less than 75% of their annual budget. Finance is over due to the timing of the annual audit expense payment. Parks Maintenance is over due to the expenses related to the Chino Mudder and watering the fields during the summer months. Engineering is up due to not being able to charge the overhead costs to the HURF Fund as budgeted. This will cause the Engineering Department to be over budget this fiscal year. In total the General Fund Departments are at 68% of their budget through March 31, 2018.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 757,047	\$ 874,028	\$ 116,981	15%	\$ 998,000	88%
Expenditures						
Road Maintenance	\$ 571,464	\$ 749,698	\$ 178,234	31%	\$ 1,094,900	68%
Total Revenue Over (Under)						
Total Expenditures	\$ 185,583	\$ 124,330	\$ (61,253)		\$ (96,900)	
Total Fund Revenues are up 15% over the prior fiscal year due to the budgeted increase in HURF fund distributions and the proceeds from the sale of the chip spreader. Expenditures are up 31% due to the additional chip seal projects completed this fiscal year. Overall the department expenditures are at						
WATER ENTERPRISE FUND						
Water Revenues	\$ 444,838	\$ 692,951	\$ 248,113		\$ 2,665,600	
Transfers In	\$ 56,250	\$ 18,750	\$ (37,500)		\$ 25,000	
Total Revenues	\$ 501,088	\$ 711,701	\$ 210,613	42%	\$ 2,690,600	26%
Expenditures						
Water Utility Operations	\$ 331,781	\$ 353,059	\$ 21,278		\$ 561,300	
Debt Service/Reserve	\$ 11,681	\$ 10,831	\$ (850)		\$ 2,071,700	
Total Expenditures	\$ 343,462	\$ 363,890	\$ 20,428	6%	\$ 2,633,000	14%
Total Revenue Over (Under)						
Total Expenditures	\$ 157,626	\$ 347,811	\$ 190,185		\$ 57,600	
Total Water Enterprise Fund Revenues are up 42% due to a 20% increase in water service fees and a 183% jump in water buy in fees. Total Expenditures are up 6% this fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 1,303,848	\$ 1,952,491	\$ 648,643	50%	\$ 2,365,000	83%
Expenditures						
Sewer	\$ 921,082	\$ 637,301	\$ (283,781)		\$ 893,200	
Debt Service/Reserve/Capital	\$ 878,138	\$ 129,046	\$ (749,092)		\$ 1,447,000	
Total Expenditures	\$ 1,799,220	\$ 766,347	\$ (1,032,873)	-57%	\$ 2,340,200	33%
Total Revenue Over (Under)						
Total Expenditures	\$ (495,372)	\$ 1,186,144	\$ 1,681,516		\$ 24,800	
Total Sewer Enterprise Fund Revenues are up 50% over last fiscal year. Sewer Buy In fees are up significantly due to a commercial development connecting and strong residential construction. Sewer Service Fees are up 9%. Expenses are down 57% due completing the major plant repairs last fiscal year and the timing of the debt service payments.						

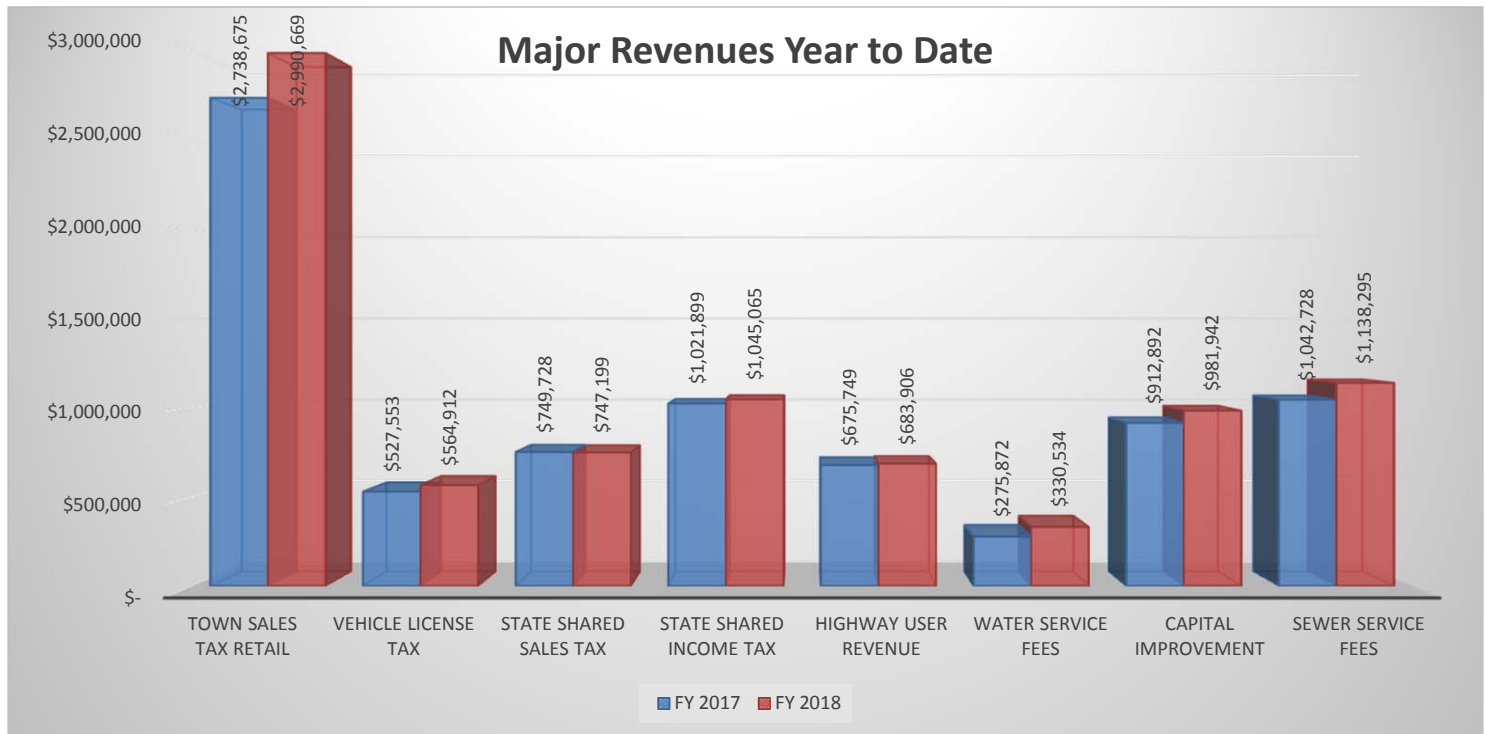
Town of Chino Valley						
Revenue and Expense Summary						
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	\$ 1,020,252	\$ 1,149,922	\$ 129,670	13%	\$ 4,013,900	29%
Yavapai Drainage District	\$ 21,737		\$ (21,737)		\$ 110,000	
Road Impact Fees	\$ -				\$ 498,000	
Capital Improvements	\$ 144,549	\$ 453,123	\$ 308,574		\$ 2,881,500	
Equipment Acquisition	\$ -		\$ -		\$ 615,000	
Transfers	\$ 789,000	\$ 842,250	\$ 53,250		\$ 1,123,000	
Total Expenditures	\$ 933,549	\$ 1,295,373	\$ 361,824	39%	\$ 4,619,500	28%
Total Revenue Over (Under)						
Total Expenditures	\$ 108,440	\$ (145,451)	\$ (253,891)		\$ 2,400	
Capital Improvement Fund Tax Revenues are up 13% over the prior fiscal year primarily due to an increase in construction sales tax collections. Capital Improvements and Transfers up slightly in line with the amount budgeted this fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ -	\$ -	\$ -			
Grants Fund	\$ 84,149	\$ 1,695,718	\$ 1,611,569		\$ 3,500,000	
Special Revenue Fund Court	\$ 18,633	\$ 28,878	\$ 10,245		\$ 14,500	
Capital Asset Replacement	\$ 8,485	\$ 7,028	\$ (1,457)		\$ 11,000	
Parks/Rec Impact Fee Funds	\$ 56	\$ 153	\$ 97		\$ -	
Roads Impact Fee Funds	\$ 1,370	\$ 3,733	\$ 2,363		\$ -	
Special Revenue Fund PD	\$ 52,763	\$ 25,089	\$ (27,674)		\$ 55,000	
CVSLID Districts	\$ 2,391	\$ 2,359	\$ (32)		\$ 4,000	
Total Revenues	\$ 167,847	\$ 1,762,958	\$ 1,595,111	950%	\$ 3,584,500	49%
CDBG Grant	\$ -	\$ 996	\$ 996			
Grants Funds	\$ 444,071	\$ 1,052,889	\$ 608,818		\$ 3,500,000	
Special Revenue Fund - Court	\$ 2,476	\$ 11,191	\$ 8,715		\$ 38,500	
Capital Replacement Fund	\$ 43,270	\$ 692	\$ (42,578)		\$ 110,000	
Police Impact Fee Funds	\$ 398	\$ 398	\$ -		\$ -	
Library Impact Fee Funds	\$ -		\$ -			
Parks/Rec Impact Fee Funds	\$ -		\$ -		\$ -	
Roads Impact Fee Funds	\$ -		\$ -		\$ 498,000	
Special Revenue Fund PD	\$ 43,043	\$ 28,579	\$ (14,464)		\$ 55,000	
CVSLID Districts	\$ 2,596	\$ 2,988	\$ 392		\$ 4,000	
Total Expenditures	\$ 535,854	\$ 1,097,733	\$ 561,879	105%	\$ 4,205,500	26%
Total Revenue Over (Under)						
Total Expenditures	\$ (368,007)	\$ 665,225	\$ 1,033,232		\$ (621,000)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 10,027,775	\$ 13,485,427	\$ 3,457,652	34%	\$ 22,517,000	60%
Total Expenditures All Funds	\$ 10,307,333	\$ 10,499,238	\$ 191,905	2%	\$ 24,098,000	44%
Total Revenue Over (Under)						
Total Expenditures All Funds	\$ (279,558)	\$ 2,986,189	\$ 3,265,747		\$ (1,581,000)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year

					Actual vs Prior Year	
	Actual Year to Date FY 2016-17	Annual Budget FY 2017-18	Actual Year to Date FY 2017-18	% of Budget YTD	Amount	%
Town Sales Tax Retail	\$ 2,738,675	\$ 3,859,000	\$ 2,990,669	77%	\$ 251,994	9%
Vehicle License Tax	\$ 527,553	\$ 727,500	\$ 564,912	78%	\$ 37,359	7%
State Shared Sales Tax	\$ 749,728	\$ 1,058,000	\$ 747,199	71%	\$ (2,529)	0%
State Shared Income Tax	\$ 1,021,899	\$ 1,398,000	\$ 1,045,065	75%	\$ 23,166	2%
Highway User Revenue	\$ 675,749	\$ 920,000	\$ 683,906	74%	\$ 8,157	1%
Water Service Fees	\$ 275,872	\$ 459,600	\$ 330,534	72%	\$ 54,662	20%
Capital Improvement	\$ 912,892	\$ 1,281,900	\$ 981,942	77%	\$ 69,050	8%
Sewer Service Fees	\$ 1,042,728	\$ 1,533,000	\$ 1,138,295	74%	\$ 95,567	9%
Major Revenues Y.T.D.	\$ 7,945,096	\$ 11,237,000	\$ 8,482,522	75%	\$ 537,426	7%
Total Revenue All Funds	\$ 10,027,775	\$ 22,517,000	\$ 13,485,427	60%	\$ 3,457,652	34%
	79%	50%	63%			

The Major Revenues are up \$537,426 or 7% over the prior fiscal year slightly exceeding the budget projections. Town Sales Tax Retail is up 9% this fiscal year. Water Service Fees are up 20% and Sewer Service Fees are up 9%. Total combined revenue for all funds is up 34% or \$3,457,652 over last fiscal year primarily due to the EDA Old Home Manor grant and increased construction related revenues.



Impact Fee Fund Recaps					
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year					
	Parks/Rec Impact Fees	Roads Impact Fees			
Beginning Fund Balance @ 6/30/17	\$ 18,412	\$ 504,987			
Impact Fees Revenue to Date	\$ 153	\$ 3,733			
Impact Fees Expenditures to Date	\$ -	\$ 138,192			
Ending Fund Balance to Date	\$ 18,565	\$ 370,528			
Budgeted Expenditures FY 17/18	\$ -	\$ -			
Contingency Funds Budget					
For the Nine Months Ending March 31, 2018 75% of the Fiscal Year					
	Actual Year to Date FY 2017-18	Annual Budget FY 2017-18			
General Fund Budget	\$ -	\$ 440,000			
Paving Police Parking Lot	\$ 22,004				
Engineering/HURF Fund Adjust.	\$ 100,000				
General Fund Balance	\$ 122,004	\$ 440,000			
HURF Fund Budget	\$ -	\$ 47,000			
Water Fund Budget	\$ -	\$ 28,000			
Sewer Fund Budget	\$ -	\$ 45,000			
Total Contingency Fund	\$ -	\$ 560,000			
Town of Chino Valley					
Annual Debt Service Summary By Fund					
Fiscal Year Ended June 30, 2018					
Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2017	FY 2018 Principal	FY 2018 Interest
General Government					
National Bank GADA Refi	7/1/2016	\$ 3,346,000	\$ 3,346,000	\$ 309,000	\$ 54,290
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 7,280,000		\$ 331,637
		\$ 10,626,000	\$ 10,626,000	\$ 309,000	\$ 385,927
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 520,000	\$ 50,000	\$ 21,662
Sewer Enterprise Fund					
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 932,369	\$ 82,242	\$ 23,447
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 3,247,075	\$ 255,957	\$ 84,170
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 2,717,515	\$ 126,801	\$ 52,073
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 4,109,465	\$ 153,701	\$ 92,724
WIFA 2016	11/23/2015	\$ 50,354	\$ 40,492	\$ 9,965	\$ 320
WIFA 2017	2/27/2017	\$ 327,500	\$ 327,500	\$ 12,450	\$ 7,618
		\$ 14,034,171	\$ 11,374,416	\$ 641,116	\$ 260,352
Total Town of Chino Valley Debt		\$ 25,405,171	\$ 22,520,416	\$ 1,000,116	\$ 667,941



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 05/08/2018

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the April 24, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the April 24, 2018 regular meeting minutes.

Attachments

April 24, 2018 minutes

DRAFT

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

**TUESDAY, APRIL 24, 2018
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, April 24, 2018.

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

Absent: Councilmember Annie Lane

Staff Town Manager Cecilia Gritman; Town Attorney Andrew McGuire; Economic Development Project
Present: Manager John Coomer; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Frank Marbury; Development Services Director Jason Sanks; Associate Planner Alex Lerma; Community Services Director Scott Bruner; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Vickie Nipper

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

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

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

- a) Presentation of Outstanding Citizen Awards to Jayden Kennedy and Strad Beazen for going above and beyond normal civic responsibility by assisting the Chino Valley Police Department in apprehending a shoplifting suspect actively attempting to flee from pursuing officers. (Chuck Wynn, Police Chief)

Chief Wynn introduced Officer Jeff Pizzi and Sgt. Mike Pereda as the officers involved in this incident. Officer Pizzi described the incident wherein the two young men pointed out the suspect's whereabouts to the officers. Chief Wynn then presented the Outstanding Citizen Award to the young men.

- b) Presentation of Commendation to Officer Fernando Silva and Officer Justin Angel for performance above and beyond the call of duty by saving the life of a community member on March 2, 2018. (Chuck Wynn, Police Chief)

Chief Wynn described the incident involving a drug overdose and presented the Life-Saving Award to the two officers.

Chief Wynn also recognized Animal Control Officer Angela Olander as the State of Arizona Animal Control Officer of the Year; Officer Sophia Newton for receiving her FAA drone pilot license; and Officer Tiffany Farmer for completing the nine-week canine certification training.

3) CALL TO THE PUBLIC

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

Welles Geary, resident, spoke about positive things happening and good leadership in the Town.

Scott Freitag, Fire Chief, Central Arizona Fire & Medical (CAFMA), spoke about receiving an Attorney General opinion that CAFMA was legal under state law.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Councilmember Best reported on the first meeting for the Town's 50th Anniversary celebration, including topics related to purchasing a statue for the Road 4 North roundabout; time capsule; concert; memorial book; outreach for planning; and the next meeting on May 2.

b) Status report by Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittman reported on:

- March and April employee anniversaries;
- Councilmember Mendoza's participation in the Boys and Girls Club's Dancing with the Stars fundraiser; and
- The new Honor Tree project for those in the community with family military members currently being deployed.

She also introduced the Town's new attorney, Andrew McGuire, who spoke about having worked for the Town's attorney in the past and looking forward to a second time.

- c) Recognition of Town Council, commission, board, and committee members, and other Town volunteers. (Mayor Darryl Croft)

Mayor Croft read a letter recognizing Town volunteers and spoke about honoring them at a volunteer appreciation reception on May 10.

- d) Quarterly status report on residential and commercial building permits, code compliance matters, and UDO rewrite. (Jason Sanks, Development Services Director)

Mr. Sanks provided updates on development statistics from fourth quarter 2017 through first quarter 2018, as well as the current UDO rewrite project. Key points were:

- *Permits*: The Town received 51 new single family residential permits in the first quarter, a significant amount for a town this size.
- *Code compliance cases*: Staff was changing focus from addressing tumbleweeds to prop maintenane issues.
- *Zoning*: Staff had received 17 new applications since January compared to 17 total all last year.
- *UDO update*: Staff had shared the restructured ordinance with the UDO Update Subcommittee, which will hold many meetings involving various community stakeholders before the UDO's full rollout.

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to accept consent agenda (a) through (e).

Vote: 6 - 0 PASSED - Unanimously

- a) Consideration and possible action to waive the bidding requirements and approve purchase of a New Holland TS6-110 Tractor with Mower Attachments from Bingham Equipment in an amount not to exceed \$114,319.88, pursuant to a cooperative purchase bid by the State of Arizona Contract ADSP-016 035801. (Frank Marbury, Public Works Director/Town Engineer)
- b) Consideration and possible action to approve an extension with Lexington Law firm for Prosecutorial Services through June 30, 2020 in the amount of \$3,250.00 per month. (Cecilia Grittmann, Town Manager)
- c) Consideration and possible action to approve Addendum No. 1 to Contract for Legal Services effective July 1, 2018 between the Town of Chino Valley and Gust Rosenfeld, PLC. (Cecilia Grittmann, Town Manager)
- d) Consideration and possible action to accept the March 27, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

- e) Consideration and possible action to accept the April 4, 2018 study session minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to:
- (i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
 - (ii) Approve Resolution No. 18-1115 increasing the Town's admission fees, effective May 24, 2018. (Scott Bruner, Community Services Director)

Recommended Action:

- (i) Hold a public hearing regarding the proposed changes to the Town's admission fees for the Chino Valley Aquatic Center.
- (ii) Approve Resolution No. 18-1115 increasing the Town's admission fees, effective May 24, /2018.

Mr. Bruner reported that:

- Aquatic Center user fees were last reviewed and updated in 2012. Since the pool opened, the general fund had subsidized it about \$150,000 each year.
- From 2016 through 2020, minimum wage will have increased from \$7.65 per hour \$12.00 per hour. These increases will push the general fund subsidy higher each year. In order to keep the subsidy static, staff recommended gradual rate increases over the next three years to coincide with min wage increases and to provide funds for capital repairs and improvements.
- The recommended daily fee increases was \$0.50 this year, with \$0.25 until 2020. Even with these increases, the Town's fees will be \$0.25 less than the nearest municipal pool facility. The projected loss this year with the fee increase was \$133,800.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly, to hold the public hearing.

Vote: 6 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller, to close the public hearing.

Vote: 6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to approve Resolution No. 18-1115 increasing the Town's admission fees, effective May 24, 2018.

Vote: 6 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve a Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property generally located 274 feet north of the northwest corner of West Road 3 North and State Route 89 at 2062 North State Route 89 to allow the installation and replacement of an electronic sign in the CL (Commercial Light) zoning district. (Owner: St. Catherine Laboure Church) (Jason Sanks, Development Services Director)

Recommended Action: Approve Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property located at ~~6062~~2062 North State Route 89 to permit the proposed electronic sign in the CL (Commercial Light) zoning district, subject to the conditions recommended by staff.

Mr. Sanks reported that:

- The church received approval for an electric sign three years ago and it was recently run over and knocked out. The church was now requesting approval for a taller sign in a slightly modified location. As there was no provision for staff to approve a change to a CUP, it needed Council's approval.
- Staff recommended approval with the standard conditions developed over the last year related to electronic signs and ADOT regulations.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve Conditional Use Permit (CUP 18-002) for approximately 2.82 acres of real property located at 6062 North State Route 89 to permit the proposed electronic sign in the CL (Commercial Light) zoning district, subject to the conditions recommended by staff.

Vote: 6 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district to modify the SR-0.16 zoning district development standards. (Jason Sanks, Development Service Director)

Recommended Action: Approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district subject to the conditions recommended by staff.

Mr. Sanks presented on this item:

- *Proposal and background:* The subject property, located directly north of the Community Center, was acquired by the current owner a few years ago to cultivate medical marijuana, but the business plan did not work out. The owner now proposed a smaller lot single family residential subdivision.
- *Development plan:* The proposed 159 lots would be no smaller than 7,000 square feet, most likely with site-built homes. The PAD overlay proposed modified development standards typical of other smaller subdivisions, such as Bright Star. The plan also depicted centralized open space throughout the project. Justification for the deviations included additional enhancements to the project related to the landscape plan, wall perimeter design, trail, and pocket park.
- *Utilities:* The development would connect to Town water and sewer.

- *Circulation:* Dedications will be required on three abutting roads and internal public roads. The Traffic impact statement anticipated 1,502 daily trips.
- *Conditions:* Staff recommended conditions with regard to conformance to the site plan, wall plan, and landscape plan. The Planning and Zoning Commission added a condition related to a shuttle or bus pull out location.
- *Recommendation:* As this location was a good fit for this type of subdivision, due to its proximity to the community core, Community Center, highway, and Old Home Manor (OHM) Industrial Park, staff recommended approval.

Council and staff further discussed the item:

- *Age and home restrictions:* The development proposed no age restrictions. There were no restrictions per code with regard to manufactured versus site-built homes. Park models would require an amendment.
- *Crosswalk across Perkinsville Road:* This could addressed during the platting phase and would need to be analyzed from an engineering perspective. Council believed it will be necessary and requested that staff add the following condition: “A safe crossing or pedestrian crossing shall be provided or explored on either mid-block or the intersection as approved by the Town’s public works director.”
- *Time restrictions:* As a PAD was an overlay on top of the zoning, the overlay, zone change, and conditions should last into perpetuity and run with the land.
- *Roadway dedications:* With the coming development at OHM, Perkinsville Road could eventually need four lanes and 100-foot width, so the Town was asking for a 50-foot half-width dedication.
- *Sidewalks:* A sidewalk will be required on Perkinsville.
- *Bus turnout:* The exact location was not yet identified.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve Ordinance No. 18-844 rezoning approximately 44 acres of real property generally located on the northeast corner of North Road 1 East and East Perkinsville Road at 1204 East Perkinsville Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district subject to the conditions recommended by staff.

Vote: 6 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located east of the corner of Staley Lane and Durham Drive at 3845 Durham Drive, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district. (Alex Lerma, Associate Planner)

Recommended Action: Approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located at 3845 Durham Drive from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

Councilmember Mendoza recused himself from this item and stepped down from the dais.

Mr. Lerma presented this item:

- *Proposal:* The owner proposed to construct an office/maintenance shop, as well as storage/caretaker residence.

- *Current condition:* The property was currently vacant; its general plan land use designation was commercial/multi-family residential; and it was surrounded by commercial heavy uses. As such, the request was in compliance with Town regulations.
- *Citizen participation:* One property owner attended the March 20th neighborhood meeting; the attendee supported the proposal and only desired to know the timeframe for development.
- *Staff recommendation:* As the proposal would not impact current surrounding uses, staff recommended approval.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve Ordinance No. 18-845 rezoning approximately 2.5 acres of real property located at 3845 Durham Drive from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

Vote: 5 - 0 PASSED

Other: Councilmember Corey Mendoza (RECUSE)

Councilmember Mendoza returned to the dais.

8) **EXECUTIVE SESSION**

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

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to go into executive session at 7:03 p.m.

Vote: 6 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position regarding a contract with the City of Prescott related to the Town purchasing a portion of its water distribution system that is the subject of negotiations. (Cecilia Grittman, Town Manager)
- b) An executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Town Manager, Cecilia Grittman. (Mayor and Council)

9) **ACTION ITEMS RESUMED**

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

Mayor Croft reconvened the regular session at 7:58 p.m. and reported that no decisions were made in executive session.

10) **ADJOURNMENT**

MOVED by Councilmember Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:58 p.m.

Vote: 6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 24th day of April, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of May, 2018.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 05/08/2018
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve contributing \$_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2018 swim season.

RECOMMENDED ACTION:

Approve contributing \$_____ to Yavapai Regional Transit to support transporting children from the Paulden area to the Chino Valley Aquatics Center for the 2018 swim season.

SITUATION AND ANALYSIS:

Ron Romley, Chairman of the Board of Yavapai Regional Transit, (YRT) has approached Town staff asking for Council support to help defray costs of transporting children and adults from the Paulden area to the Chino Valley Aquatics Center for the 2018 swim season. Yavapai Regional Transit has provided the transportation opportunity for Paulden children for several years, and the Council supported the efforts last year by providing \$1,500.00 towards their costs, which are estimated to be approximately \$1,600 in direct costs and utilizing volunteer drivers (which means actual costs would be higher should they have to pay additionally for drivers). Approximately 400 children have been transported to our Aquatic Center over the three years the program has been in place.

YRT's request to the Council is to participate by contributing \$1,700.00 or more to help defray fuel and maintenance costs.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-50-5225

Available: \$1,700

Funding Source:

Funds will come from the Mayor and Council Public Relations Budget.

Attachments

2018 YRT request
Accountability Contract
EPS 2nd Amendment



Yavapai Regional Transit, Inc.
 P.O. BOX 1157
 Chino Valley, Arizona 86323
 (928) 458-5885 Office
 (928) 636-3602 Dispatcher
Yavapairegionaltransit.com
 A 501c (3) corporation

“Moving Yavapai Regional Transit forward”

April 12, 2018

Mrs. Cecilia Grittman
 Town Manager
 Town of Chino Valley
 202 N State Route 89
 Chino Valley AZ, 86323

Re: “Paulden Plunge”

Dear Mrs. Grittman,

This letter is regarding our earlier discussion concerning Yavapai Regional Transit continuing the transportation of children and adults from Paulden to the Chino Valley Aquatic Center this summer.

As you know, last year was our most successful summer that we ever have had in the past three (3) years that YRT provided this service. Yavapai Regional Transit transported over 400 children to the Chino Valley pool for fun and relaxation. This was the first time that many of these children had ever been to a public pool.

YRT also provided the Town of Chino Valley a check for \$931 to pay for the admission of all the children that utilized the aquatic centers facilities.

Last summer, the Town Council provided YRT with a \$1500 stipend to help defray our fuel and maintenance costs on our bus. With YRT being a 501c (3) non- profit, that stipend helped us out immensely. YRT’s actual cost for the “Paulden Plunge”

route was \$1,568. Your stipend helped YRT's ability to move money around and increase the Town of Chino Valley's normal bus service to five (5) days a week.

As you are aware, the swimming pool will be opening again for the summer and YRT is planning on operating the Paulden Plunge route again.

Yavapai Regional Transit is requesting that the town consider a stipend of \$1,700, this year, to help defray our fuel and maintenances expenses. We are asking for an increase of \$200 due to the rise in fuel costs, which has continued to increase over the past several months. YRT's part in attempting to hold the costs of this route down is by utilizing only volunteer drivers.

The Town's continued support for this program is greatly appreciated.

Thank you for your consideration, and please call me at 928-710-9392, should you have any questions

Sincerely

A handwritten signature in cursive script that reads "Ron", followed by a long horizontal line extending to the right.

Ron Romley

Chairman of the board

ACCOUNTABILITY CONTRACT

This Agreement is entered into the 24 day of April, 2018 by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (hereinafter referred to as Town) and Yavapai Regional Transit, Inc. (hereinafter referred to as Contractor).

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from April 24, 2018 until August 19, 2018.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Town to provide transportation services ("Services") meeting the criteria set forth in Exhibit A of this Agreement. Contractor also agrees to maintain accurate financial records to enable the Town to verify that the funds provided under this Agreement are expended in accordance with this Contract.
3. **COMPENSATION:** Town shall compensate Contractor for the Services in the amount of \$_____. Such funds shall only be used for the purposes set forth in Exhibit A.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Town an itemized report setting forth how the funds received from Town were expended.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Town, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Town, in its sole discretion, determines Contractor is in breach of this Agreement, Town shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Town may terminate this Agreement. Contractor shall immediately return to Town all funds not spent for the Services described in Exhibit A.
8. **TERMINATION PURSUANT TO A.R.S. § 38-511:** Town may terminate this Agreement pursuant to A.R.S. § 38-511.
9. **INDEMNIFICATION:** Contractor agrees to hold harmless and indemnify Town from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Town, its

agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death, or property damage.

10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an agent or employee of Town. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, transportation of participants to Services events, supplies and equipment for the Services. Contractor shall be responsible to its employees, volunteers, Town employees, and other persons performing any services related to the Services as set forth in this Agreement.
11. **ENTIRE AGREEMENT; AMENDMENTS:** This agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. **ASSIGNMENT PROHIBITED:** Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Town.
13. **NO DISCRIMINATION:** Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
14. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

15. NOTICES: All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

CHINO VALLEY:

Town Manager
 Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323

CONTRACTOR:

Ron Romley
 Yavapai Regional Transit, Inc.
 PO Box 1157
 Chino Valley, AZ 86323

17. Non-Boycott of Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Contractor

For Town

 (Signature)

 Darryl Croft, Mayor

 Title

Town of Chino Valley
 202 N. State Route 89
 Chino Valley, Arizona 86323
 (928) 636-2646

PO Box 1157
 Chino Valley, AZ 86323

 Telephone Number

Attest:

 Jami Lewis, Town Clerk

Approved as to Form:

 Andrew McGuire, Town Attorney
 Gust Rosenfeld, PLC

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to use the funds received from Town only for the following services:

Yavapai Regional Transit will use the funds for transportation costs for the summer aquatics programs, providing transportation between the Paulden Community and the Town's Aquatic Center. The costs include gas and other bus maintenance expenses.

**Second Amendment
to
Agreement For Professional Consulting Services, dated May 9, 2017
Between
The Town of Chino Valley
and
EPS Group, Inc.**

This Second Amendment to Agreement for Professional Consulting Services, dated May 9, 2017 (this “Second Amendment”), is entered into as of May 8, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and EPS Group, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into an Agreement for Professional Consulting Services, dated May 9, 2017, as amended by that First Amendment, dated July 25, 2017 (collectively, the “Agreement”), for the Consultant to provide professional consulting services for the Town on the Old Home Manor Industrial Park project. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services are necessary in connection with the Agreement (the “Additional Services”).

C. The Town and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) provide for the increase in compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended through November 9, 2018.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to Consultant by \$21,200.00, for the Additional Services at the rates set forth in the Additional Fee Proposal

attached hereto as part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$24,300.00 to \$45,500.00.

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

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

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

EPS GROUP, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT 1
TO
SECOND AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EPS GROUP, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

March 26, 2018

Cecelia Grittman
Town Manager
Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, Arizona 86323



Re: Old Home Manor Industrial Park
Professional Design Services Amendment #2

Ms. Grittman:

EPS Group (Consultant) is pleased to forward Amendment #2 for professional services to Town of Chino Valley (Client) for Old Home Manor Industrial Park. Based on our telephone conversation with Jason Sanks we have revised the scope of the Traffic Analysis and deleted the presentation to City Council. Please see the revised scope below.

The requested services shall be on a lump sum amount that will be added to the original contract as follows:

Master Plan Documentation Revisions (Phase 2)

Upon receipt of a signed contract extension for Phase 2, along with all of the written comments from the previous meeting with the Town of Chino Valley Development Committee that may prove important to the direction of this specific project, the Master Planning Revision process will precede forward and the preparation of revised Master Plan documents will begin for the Old Home Manor Industrial Park. The development of a revised Master Plan and entry concept options for the main entry to the north will provide the Town of Chino Valley the documentation needed for the next phases of the full development purposes. We anticipate the following tasks will be required:

Task 1 <u>Conceptual Plans/Lot Layouts (Revisions)</u>	Fixed Fee: \$5,240
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EPS Group will revise the conceptual plan/lot layout for the industrial site in accordance to the comments and meeting notes prepared during the most recent Chino Valley Old Home Manor Development Committee meeting. The revised conceptual plan will serve as the basis for the Conceptual Master Plan. The following will be accomplished:

Consultant will prepare revised Conceptual Land Use Plans for the property. The revised plan will identify the following:

- a. Placement of light, medium, and heavy industrial uses.
- b. Vehicular and Pedestrian Access, including primary, secondary and tertiary entrances.
- c. Drainage areas.
- d. Lot layouts.

- e. Site data table.

Deliverables:

1. Conceptual Land Use / Lot Layout Plan

Task 2 Main Entry Concept Options

Fixed Fee: \$4,880

EPS Group will prepare Main Entry Concept Options, two (2) options in total, for the industrial site in accordance to the comments and meeting notes prepared during the most recent Chino Valley Old Home Manor Development Committee meeting. The Main Entry Concept Options will show a Plan View, a Section/Elevation and a Perspective Drawing, so as to illustrate the character and the concept for the main entry.

Deliverables:

1. Main Entry Concept Options, two (2) options in total.

Task 3 Rough Order of Magnitude of Probable Costs

Fixed Fee: \$2,240

Using the Main Entry Concept Option drawings, EPS Group will prepare a Rough Order of Magnitude of Probable Construction Costs for each of the main entries so that the Town of Chino Valley Council can determine if the Town will invest in the entry as part of the master development plan. The Construction Cost Estimate will be in Excel Spreadsheet Format and include raw costs for soft and hard construction materials.

Deliverables:

1. Rough Order of Magnitude (ROM) of Probable Costs

Task 4 Meetings and Coordination

Fixed Fee: \$1,840

EPS Group will coordinate with the Town and team members regarding presentation of options to Town Council and will coordinate with Town Planning staff before and after the meeting regarding deliverables, meeting comments, revisions, expectations and next step strategies.

Task 5 Traffic Circulation Evaluation:

Fixed Fee: \$7,000

The professional services consist of preparing a traffic circulation analysis for a proposed industrial park development generally located on the southeast corner of the intersection of the Road 4 North future alignment and Jerome Junction future alignment. This study will incorporate the data and analyses contained in the *State Route 89 Chino Valley to Forest Boundary Transportation Study*, prepared by Burgess & Niple in April 2017. The results of the previous study focused on the future analysis years of 2021, 2026, and 2036. To remain consistent with the previous study, the assumed opening year for the proposed industrial park development will be 2021, and the horizon year with full buildout of the site is assumed to be year 2036.

The specific tasks consist of the following list:

- 1) Estimate future non-site traffic volumes for the year 2021 (opening year) and 2036 (horizon year with full buildout) on the internal and adjacent roadways. The



Page 3
Amendment #2

future year traffic volumes will be estimated utilizing the future traffic projections contained in the Burgess & Niple study, and / or other relevant future traffic projections contained in approved studies.

- 2) Estimate new traffic generated by the proposed development utilizing the most recent version of the *Trip Generation Manual*, provided by the Institute of Transportation Engineers (ITE). These trips will be assigned to the internal and adjacent roadways in accordance with the proposed site plan access.
- 3) Evaluate the existing and anticipated roadway circulation based upon the anticipated new trips on the adjacent roadway network for the purposes of determining recommended roadway cross sections for adequate traffic operation.
- 4) Prepare a memorandum, including appendix, documenting the procedures, conclusions, and recommendations of the study. A draft memorandum will be provided for Client review and comment prior to formal submittal.

The collection of traffic count data is not anticipated as part of this scope. If traffic counts are required they will be collected under a separate agreement and fee.

The requested services will be in addition to the original contract of \$24,300 as listed in the chart below:

Item	Date	Amount
Phase 1	5/09/2017	\$ 24,300
Amendment #1 Signature	5/09/2017	\$ no change
Amendment #2 Phase 2	3/07/2018	\$ 21,200

If you should have any questions regarding this additional service request, please do not hesitate in contacting me at (480) 503-2250. Thank you, again, for your continued support and commitment to EPS Group. We look forward to seeing this exciting project to its completion.



Jackie L. Guthrie, AICP
Planning & Entitlements
EPS Group, Inc.

Accepted

By: _____

Date: _____

For: _____

Title: _____



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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 05/08/2018
Contact Person: Alex Lerma, Associate Planner
 Phone: 928-626-4427 x-1295
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: 3795 North State Route 89, Chino Valley

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 18-846 rezoning Assessor's Parcel No. 306-04-019H, approximately 2 acres of real property generally located 960 feet south of the southeast corner of East Road 5 North and State Route 89 at 3795 N. State Route 89, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district. Owner/Applicant: Carolyn Thibault/ Robert Parsons. (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:

Adopt Ordinance No. 18-846 rezoning APN 306-04-019H, approximately 2 acres of real property addressed as 3795 N. State Route 89, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

SITUATION AND ANALYSIS:

Issue Statement

See Attached Staff Report

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?:

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Parsons AerialMap

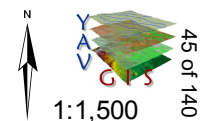
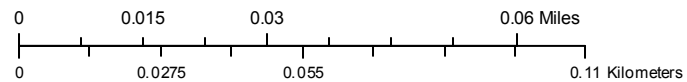
Parsons Staff Report

Parsons Zoning Exhibit

Parsons Ordinance No. 18-846



Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.





TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number: ZC18-000001

Assessor's Parcel Number: 306-04-019H

Site Location: Located 960 feet south of the southeast corner of East Road 5 North and State Route 89 at 3795 North State Route 89, Chino Valley, AZ 86323

Property Owner: Carolyn Thibault/ Robert Parsons

Applicant: Carolyn Thibault/ Robert Parsons

Request: Request for a zone change from (CL) Commercial Light to (CH) Commercial Heavy

SITE DATA

Existing Zoning	(CL) Commercial Light
Lot Size	2 acres (approximately 87,120 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Commercial/ Multi-Family Residential
Existing Land Use	Five (5) existing buildings

BACKGROUND

SITE DESCRIPTION

The subject property is 960 feet south of the southeast corner of East Road 5 North and State Route 89 at 3795 North State Route 89. The site is currently zoned CL (Commercial Light) under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. Existing improvements on the property include five (5) steel buildings on site. **See Figure 1.**



SURROUNDING PROPERTIES AND LAND USES

The area is predominantly comprised of commercial uses. The property directly north is zoned CL (Commercial Light) and is currently vacant. Further north the property is zoned CH (Commercial Heavy) with a mini storage use. To the east, properties are zoned CL (Commercial Light), CH (Commercial Heavy), and State Land. Directly east, the property has a contractors yard use with the storing of heavy vehicles, the other properties are currently vacant. Directly south, properties are zoned CL (Commercial Light), CH (Commercial Heavy) and MR-1/MHP-4 (Multi-Family Residential- 1 Acre Minimum/ Mobile Home Park- Residential –4 Acre Minimum). The property to the south is currently uses for the commercial whole sale of sod and other services, further south properties are vacant. To the west, adjacent State Route 89, properties are zoned CL (Commercial Light), and CH (Commercial Heavy). Land uses to the west include RV storage, towing company and impound yard. **See Figure 2**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	CH, CL	Commercial/ Multi- Family Residential	Mini Storage Units, Vacant
East	CL, CH, STATE	Commercial/ Multi- Family Residential	Vacant, Contractors Storage Yard
South	CL, CH, MR-1/MHP-4	Commercial/ Multi- Family Residential	Whole Sale Sod & Services, Vacant
West	CL, CH	Commercial/ Multi- Family Residential	Vacant, RV Storage, Towing Company Impound Yard



PROJECT DESCRIPTION

The applicant is requesting a change in zoning district from (CL (Commercial Light) to CH (Commercial Heavy) to allow a current manufacturing use on site. The manufacturing business has been on site for the past ten (10) year. With the approved zone change, the applicants tenant will be able to continue running his manufacturing business on site under the proper zoning district.

PUBLIC REVIEW & HEARING PROCESS

The Town Staff notified property owners within a 300' radius, resulting in twelve (12) letters to surrounding property owners. Property received information regarding the applicant request for a zone change. To date, no responses to those letters have been received by the Town.

The neighborhood meeting was held on March 12, 2018. At said meeting, there were two property owners who attended the meeting. One of the property owners simply wanted to know the reasoning for the zone change. A representative for the property own to north of the subject property had concerns of the increase of traffic and traffic backing up on Staley Lane due to the applicants zone change. The applicant cleared the concern by stating that all access to the subject property was done through State Route 89 and not Staley Lane and that any traffic generated by the site would be done from and to State Route 89. Both property owners approved the applicants request for a zone change.

The item went before the Planning and Zoning Commission on April 3, 2018. The Commission did not have any questions or issues with the applicants request and forwarded a recommendation of approval to Town Council.

Vote: 6 – 0 PASSED – Unanimously

STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The requested Commercial Heavy zoning district is in conformance with the 2014 Chino Valley General Plan's Future Land Use Map, which places the property in the Commercial/ Multi-Family Residential land use designation.

ZONING

The parcel's current zoning district of (CL) Commercial Light is intended to provide for neighborhood amenity and some general commercial uses. Land uses is composed chiefly of retail and service businesses, offices, and apartments. The uses allowed in the CL zoning district are light in nature and their impact on surrounding properties are minimal.

The applicant has a tenant (Torro Manufacturing) that has been running a manufacturing business for the past ten (10) years onsite with an active business license. Manufacturing is not a permitted use under the CL list of permitted uses. The tenant cannot renew his business license based on the conflict of the current use and the permitted uses allowed in the current zoning district.

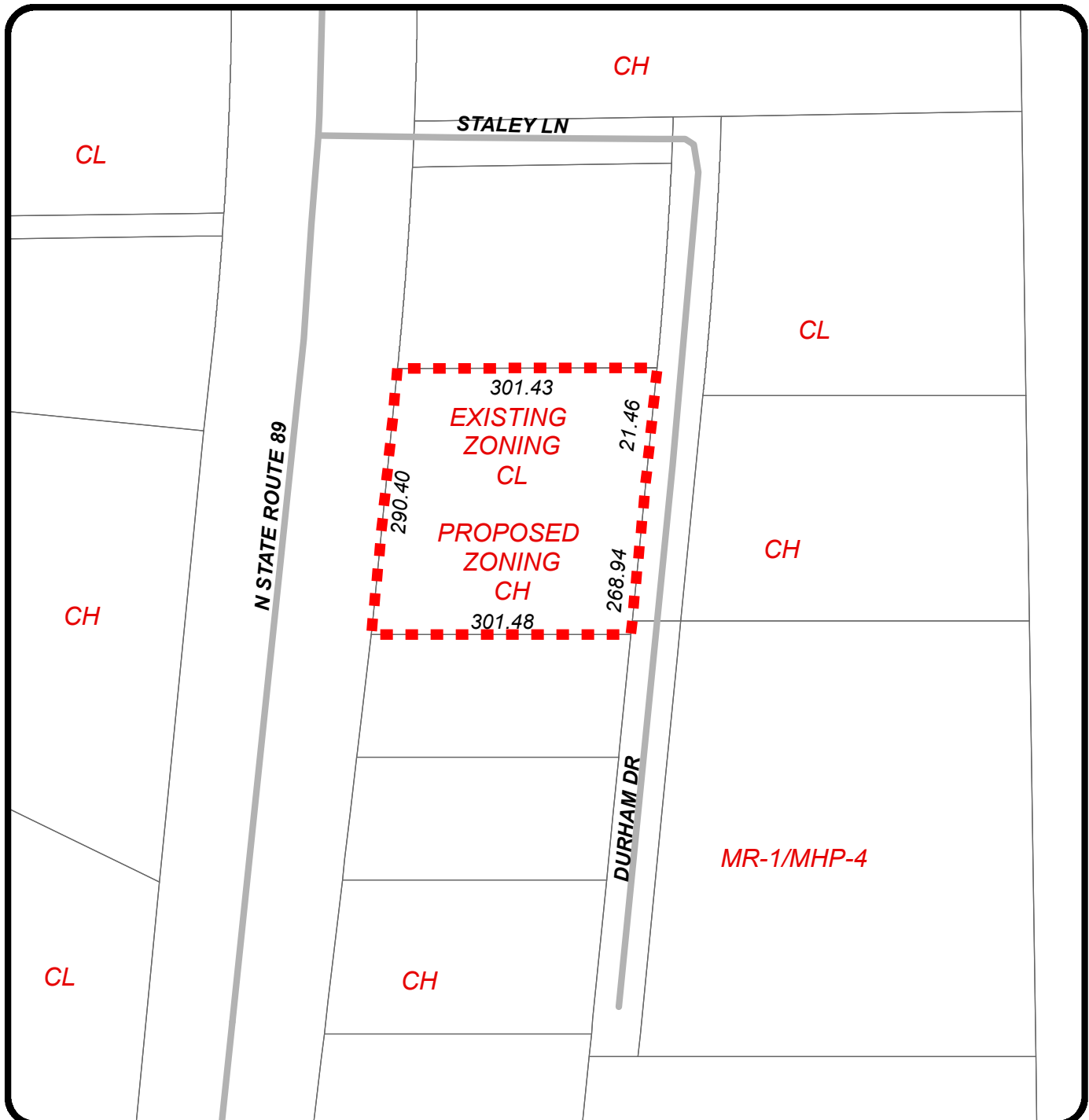
Prior land use and business history of this property include cabinet manufacturing, upholstery and automotive repair and services. This indicates that the site has historically been the location for businesses that would generally be considered allowed only in the CH or Industrial zoning districts. The CH zoning district is intended to provide for and encourage commercial and light manufacturing facilities that are not appropriately located next to residential zoning. Those uses in CH are heavier in nature and tend to have a higher impact on surrounding properties opposed to uses allowed in the CL zoning district.

Staff supports the applicants request to rezone the property to the CH zoning district. The property to the north is zoned CH and operates as a mini storage. The property to the west is also zoned CH and operates as a contractors yard with the storage commercial trucks. The properties adjacent State Route 89 are also zoned CH with used of an RV storage yard and towing and impound yard. The type of uses surrounding the subject property are similar in nature, due to the fact that the manufacturing business has been in operation for the past 10 with no public complaints, negative impact on surrounding businesses and properties will be minimal.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend an approval for Ordinance No. 18-846 to rezone parcel 306-04-019H from the current zoning of (CL) Commercial Light to (CH) Commercial Heavy.

Zoning Exhibit A



Z18-000001: Parsons

■ ■ ■ Subject Property

Applicant: Robert W. Parsons/ Carolyn Thibault

Request: Commercial Light (CL) to
Commercial Heavy (CH)

Location: 3795 N State Route 89 Chino Valley, AZ, 86323
APN- 306-04-019H



Not to Scale

ORDINANCE NO. 18-846

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 2.0 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF THE SOUTHEAST CORNER OF EAST ROAD 5 NORTH AND STATE ROUTE 89 AT 3795 NORTH STATE ROUTE 89, FROM CL (COMMERCIAL LIGHT) ZONING DISTRICT TO CH (COMMERCIAL HEAVY) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley Official Zoning Map to change the zoning for a $\pm$ 2.0 acre parcel of real property from CL (Commercial Light) to CH (Commercial Heavy); and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

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

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

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

Section 1. In General.

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

1.2 The Official Zoning Map is hereby amended for property consisting of approximately 2.0 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from CL (Commercial Light) zoning district to CH (Commercial Heavy) zoning district.

1.3 The Property described in Paragraph 1.2 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of May, 2018 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

Darryl Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 18-846 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 8th DAY OF May 2018, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 20__.

Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 18-846

[Legal Description]

See following pages.

PARCEL 1:

ALL THAT PORTION OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE G.L.O BRASS CAP (BENT) AT THE EAST QUARTER OF SAID SECTION 3;

THENCE NORTH 89 DEGREES, 44 MINUTES, 44 SECONDS WEST, 616.57 FEET;

THENCE NORTH 05 DEGREES, 57 MINUTES, 50 SECONDS EAST, 408.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES, 42 MINUTE, 59 SECONDS WEST, 301.48 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HIGHWAY 89;

THENCE NORTH 05 DEGREES, 57 MINUTES, 50 SECONDS EAST, 100.55 FEET ALONG SAID RIGHT OF WAY;

THENCE SOUTH 89 DEGREES, 42 MINUTES 59 SECONDS EAST, 301.48 FEET;

THENCE SOUTH 05 DEGREES, 57 MINUTES, 50 SECONDS WEST, 100.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A 30.00 FOOT EASEMENT, SAID EASEMENT BEING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3;

THENCE NORTH 89 DEGREES, 44 MINUTES, 44 SECONDS WEST, 616.57 FEET;

THENCE NORTH 05 DEGREES, 57 MINUTES, 50 SECONDS EAST, 509.09 FEET;

THENCE NORTH 89 DEGREES, 42 MINUTES, 59 SECONDS WEST, 146.48 FEET TO THE TRUE POINT OF BEGINNING;

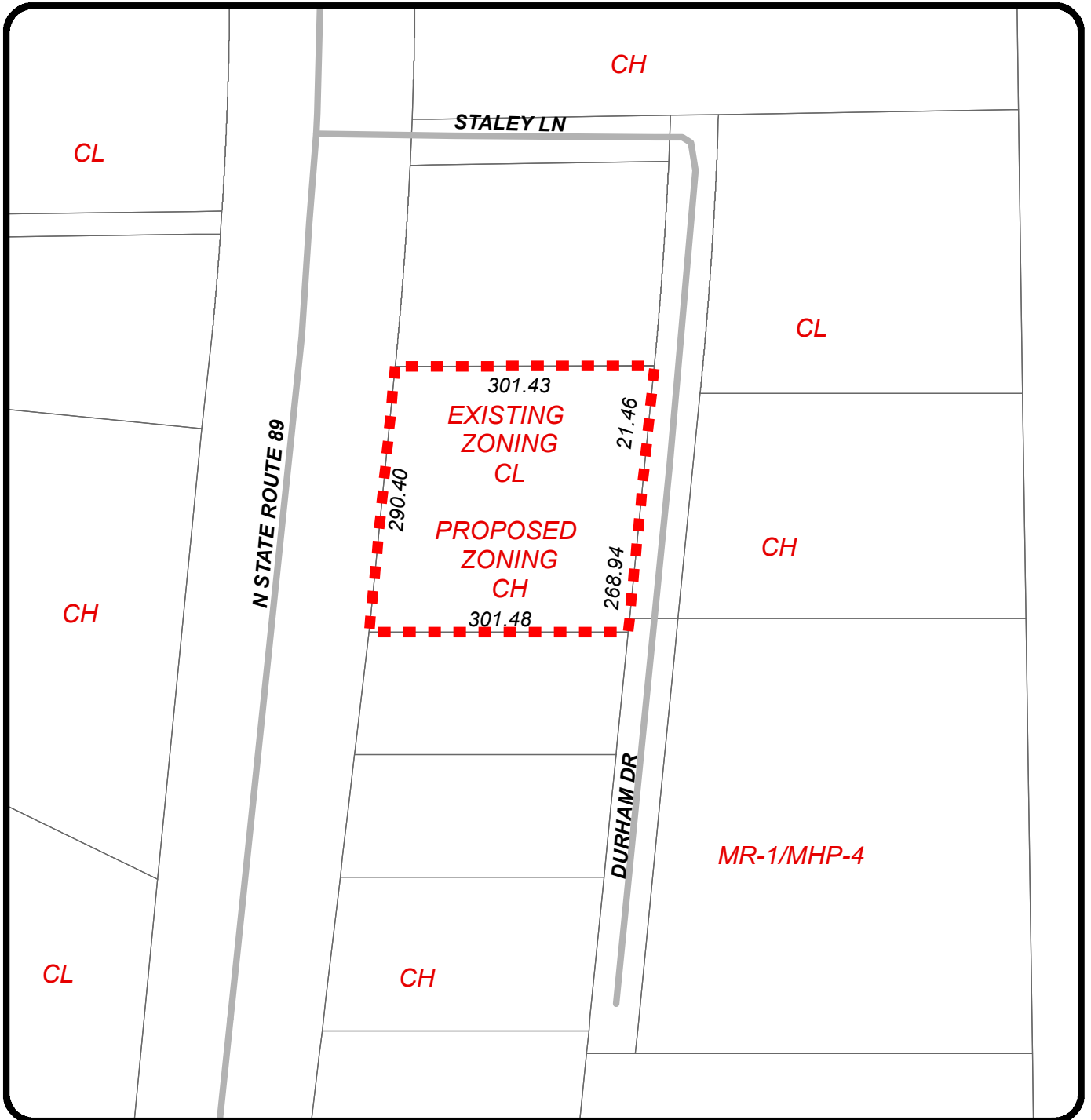
THENCE NORTH 89 DEGREES, 42 MINUTES, 59 SECONDS WEST, 155.00 FEET.

EXHIBIT 2
TO
ORDINANCE NO. 18-846

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



Z18-000001: Parsons

■ ■ ■ Subject Property

Applicant: Robert W. Parsons/ Carolyn Thibault

Request: Commercial Light (CL) to
Commercial Heavy (CH)

Location: 3795 N State Route 89 Chino Valley, AZ, 86323
APN- 306-04-019H



Not to Scale



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 05/08/2018
Contact Person: Alex Lerma, Associate Planner
 Phone: 928-626-4427 x-1295
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: 584 South Road 1 West, Chino Valley

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 18-847 rezoning Assessor's Parcel No. 306-31-005C approximately 5 acres of real property generally located west of the southwest corner of West Road 1 South and South Road 1 West at 584 South Road 1 West, from AR-5 (Agricultural Residential – 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district. Owner: North Blue, LLC/Applicant: Chad Nanke. (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:

Adopt Ordinance No. 18-847 rezoning APN 306-31-005C, approximately 5 acres of real property generally located west of the southwest corner of West Road 1 South and South Road 1 West at 584 South Road 1 West, from AR-5 (Agricultural Residential – 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district.

SITUATION AND ANALYSIS:

Issue Statement

See Attached Staff Report

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Nanke Staff Report

Nanke Record of Survey

Nanke Zoning Exhibit

Nanke Ordinance No.18-847

z



TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number:	ZC18-000005
Assessor's Parcel Number:	306-31-005C
Site Location:	Located approximately 912 feet west of the southwest corner of West Road 1 South and South Road 1 West at 584 South Road 1 West.
Property Owner:	North Blue, LLC
Applicant:	Chad Nanke
Request:	Request for a zone change from (AR-5) Agricultural Residential- 5 Acre Minimum) to SR-1 (Single Family Residential- 1.0 Acre Minimum).

SITE DATA

Existing Zoning	AR-5 (Agricultural Residential- 5 Acre Minimum)
Lot Size	5 acres (approximately 217,800 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less)
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

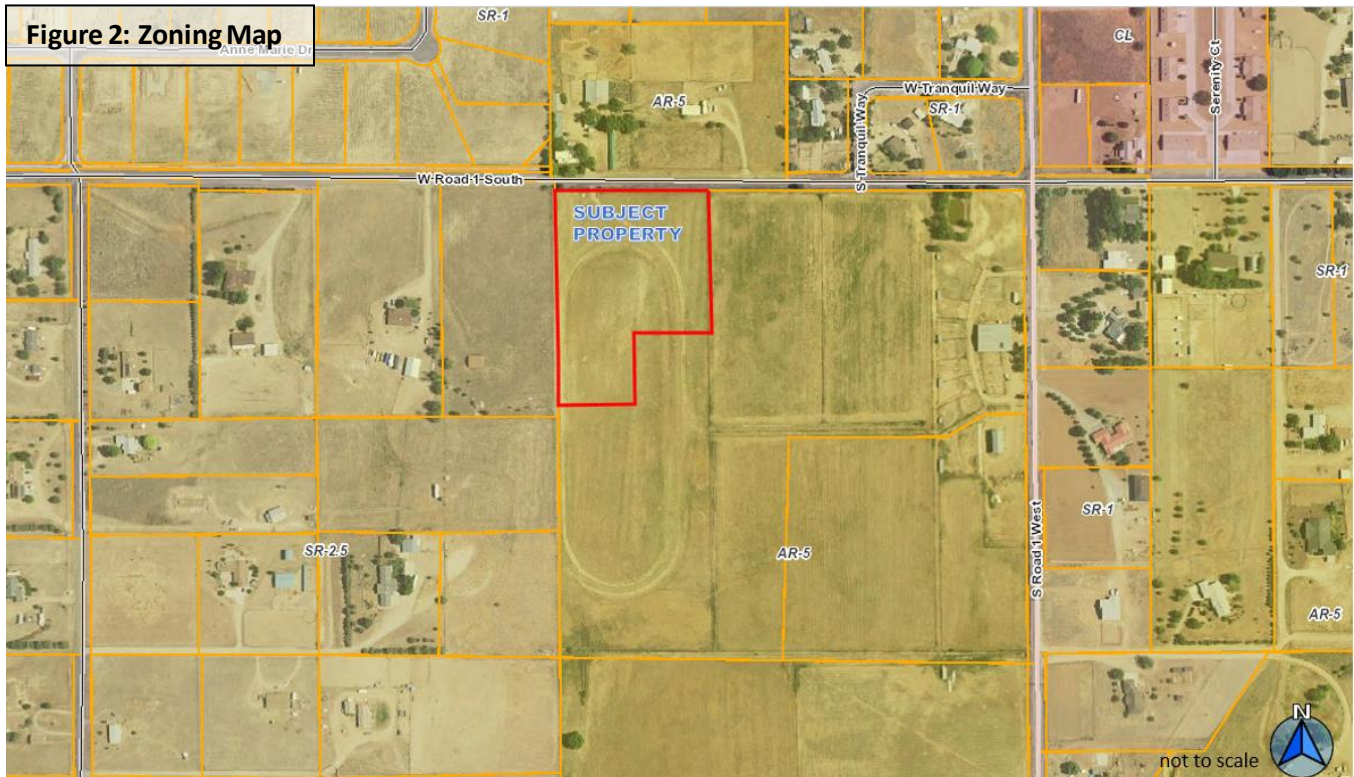
The subject property is located approximately 912 feet west of the southwest corner of West Road 1 South and South Road 1 West at 584 South Road 1 West. The property is currently zoned Agricultural Residential- 5 Acre Minimum under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Medium Density Residential (2 acres or less) under the Town of Chino Valley General Plan Potential Land Use Map. The parcel is currently vacant. **See Figure 1.**



SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly a low/medium density single family residential. The properties directly north are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and SR-1 (Signal Family Residential- 1 Acre Minimum). To the west, properties are zoned SR-2.5 (Signal Family Residential- 2.5 Acre Minimum). Directly south, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum). To the east of the subject parcel, properties are zoned (SR-1) Signal Family Residential- 1 Acre Minimum, (CL) Commercial Light and (AR-5) Agricultural Residential- 5 Acre minimum. **See Figure 2**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	AR-5, SR-1	Medium Density Residential (2 ac or less)	Low Density Single Family Home, Vacant Lots, Mollie Rae Estates Subdivision, Harmony Acres Subdivision
West	SR-2.5	Medium Density Residential (2 ac or less)	Angus Acres Subdivision
South	AR-5	Medium Density Residential (2 ac or less)	Low Density Single Family Homes
East	SR-1, CL, AR-5	Medium Density Residential (2 ac or less)	Medium Density Single Family Homes, Low Density Single Family Homes



PROJECT DESCRIPTION

The applicant is requesting approval of a change from Agricultural Residential-5 Acres Minimum to Single Family Residential 1 Acre Minimum. If the applicant is successful in receiving the approval of the rezoning, they intend to subdivide the property into three (3) parcels and build 1,600SF minimum single-level homes on each newly created parcels. The applicant is intending to deed restrict the homes to site-built homes only. Without approval of a zone change, the applicant could not proceed with the lot split. Mr. Nanke is intending to create legal access to the lot by providing a 50' public way/easement across future lots 1 and 2. **See Figure 3.**

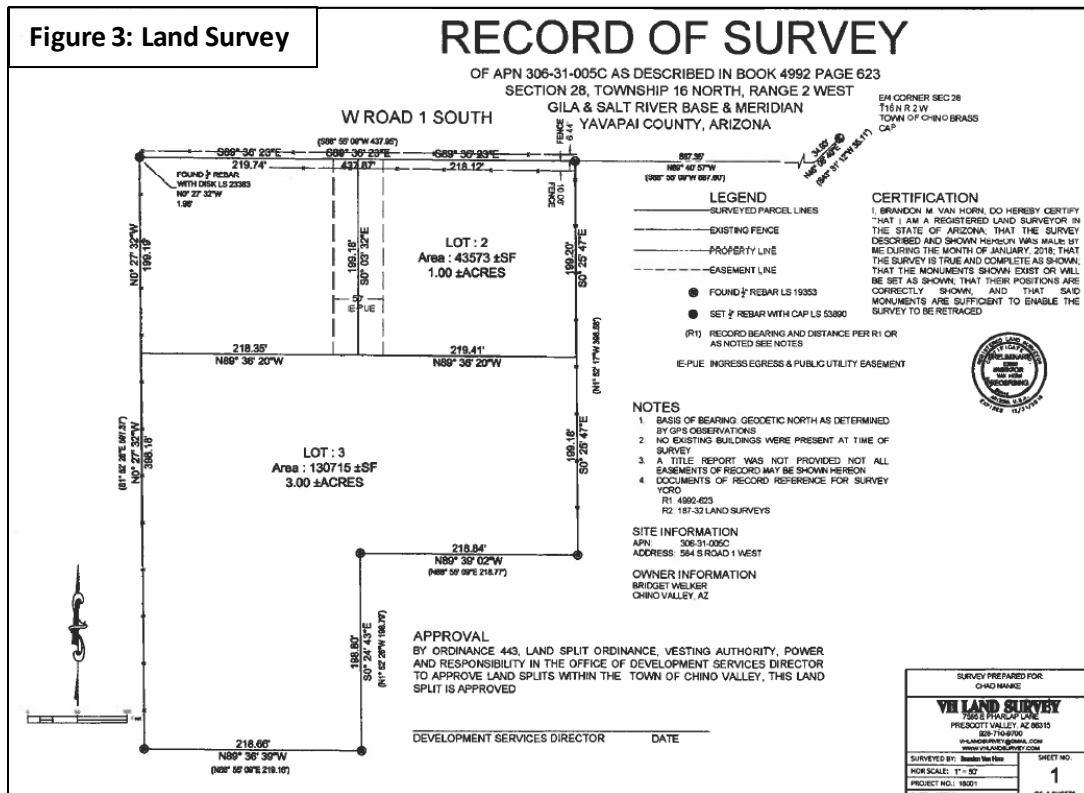
PUBLIC REVIEW & HEARING PROCESS

Town Staff notified property owners within a 300' radius, resulting in ten (10) notices of the neighborhood meeting and public hearings. Property owners received information regarding the applicant request for a zone change. To date, no responses to those letters have been received by the Town.

The neighborhood meeting was held on March 12, 2018 on site. Three surrounding property owners attended the meeting. Since Mr. Nanke is intending to connect the three (3) future homes to Town water and sewer, one of the property owners was concerned that that Town would force them too to connect to the Town's utility lines. Property owners were also pleased to hear that Mr. Nanke would deed restrict the properties to site-built homes to add value and appeal to the surrounding neighborhoods.

The item went before the Planning and Zoning Commission on April 3, 2018. The Commission did not have any questions or issues with the applicants request and forwarded a recommendation of approval to Town Council.

Vote: 6 – 0 PASSED – Unanimously



STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The current (AR-5) Agricultural Residential- 5 Acre Minimum is in conformance with the 2014 Chino Valley General Plan's Future Land Use Map which places the property in a Medium Density Residential (2 acres or less) land use. The proposed zoning of (SR-1) Single Family Residential - 1 Acre Minimum will continue to be in conformance with the Medium Density Residential (2 acres or less) land use designation.

ZONING

The parcel's current AR-5 zoning is intended to promote and preserve low-density single-family residential and agricultural development. The district's regulations and development standards are designed to protect the single-family residential and agricultural character of the district and to prohibit all incompatible activities. Development patterns in the general surrounding area show that properties that were once low-density single-family residential and agricultural have transitioned into medium-density single-family residential properties—including the nearby Mollie Rae and Harmony Acres Subdivision. The applicant's request for a SR-1 zone change will be supported by the same zoning district identified to the

north and further east of the subject property. The regulations and property development standards of the SR-1 zoning district will protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend that Town Council approve Ordinance No. 18-847 for an approval for a change in the zoning district for parcel 306-31-005C from the current zoning of (AR-5) Agricultural Residential 5-Acre Minimum to (SR-1) Single Family Residential 1-Acre Minimum.

RECORD OF SURVEY

OF APN 306-31-005C AS DESCRIBED IN BOOK 4992 PAGE 623

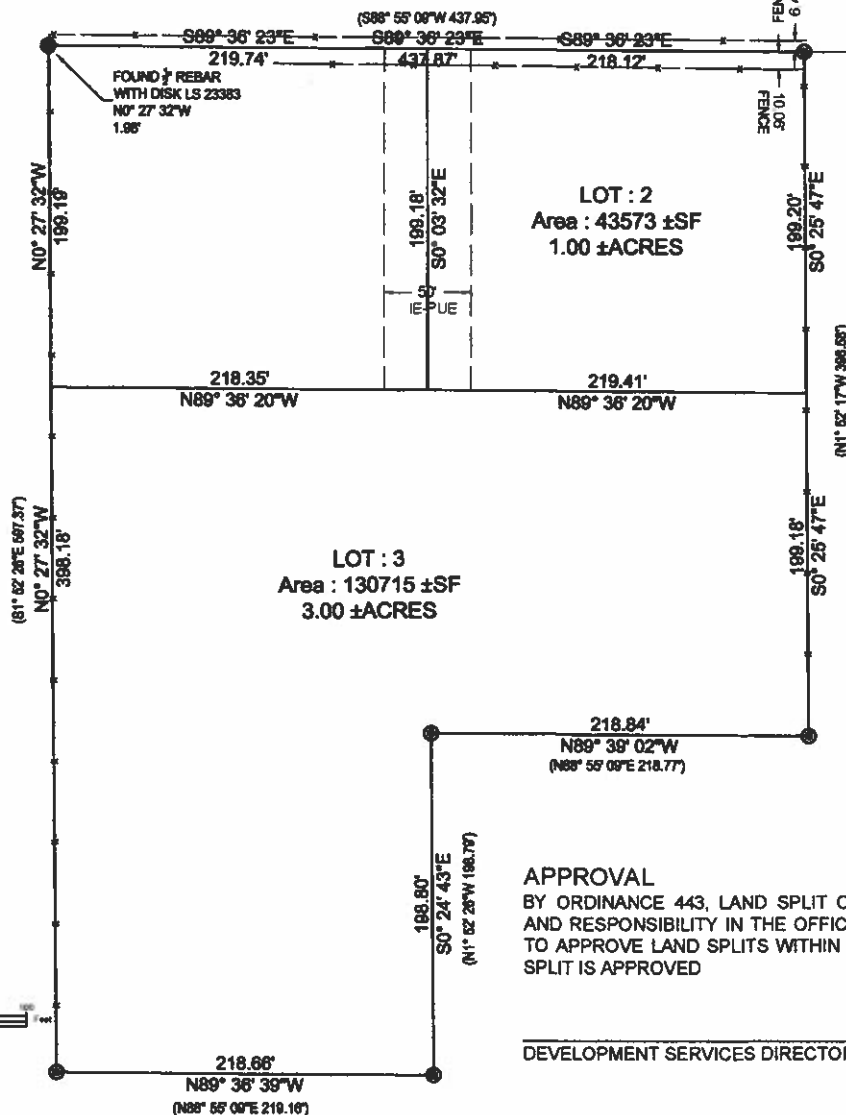
SECTION 28, TOWNSHIP 16 NORTH, RANGE 2 WEST

GILA & SALT RIVER BASE & MERIDIAN

YAVAPAI COUNTY, ARIZONA

E/4 CORNER SEC 28
T 16 N R 2 W
TOWN OF CHINO BRASS
CAP

W ROAD 1 SOUTH



LEGEND

— SURVEYED PARCEL LINES

--- EXISTING FENCE

--- PROPERTY LINE

--- EASEMENT LINE

● FOUND 1/2 REBAR LS 19353

● SET 1/2 REBAR WITH CAP LS 53890

(R1) RECORD BEARING AND DISTANCE PER R1 OR
AS NOTED SEE NOTES

IE-PUE INGRESS EGRESS & PUBLIC UTILITY EASEMENT

CERTIFICATION

I, BRANDON M. VAN HORN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THE SURVEY DESCRIBED AND SHOWN HEREON WAS MADE BY ME DURING THE MONTH OF JANUARY, 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED



NOTES

1. BASIS OF BEARING: GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS
2. NO EXISTING BUILDINGS WERE PRESENT AT TIME OF SURVEY
3. A TITLE REPORT WAS NOT PROVIDED NOT ALL EASEMENTS OF RECORD MAY BE SHOWN HEREON
4. DOCUMENTS OF RECORD REFERENCE FOR SURVEY YCRO
R1. 4992-623
R2. 187-32 LAND SURVEYS

SITE INFORMATION

APN: 306-31-005C
ADDRESS: 584 S ROAD 1 WEST

OWNER INFORMATION

BRIDGET WELKER
CHINO VALLEY, AZ

APPROVAL

BY ORDINANCE 443, LAND SPLIT ORDINANCE, VESTING AUTHORITY, POWER AND RESPONSIBILITY IN THE OFFICE OF DEVELOPMENT SERVICES DIRECTOR TO APPROVE LAND SPLITS WITHIN THE TOWN OF CHINO VALLEY, THIS LAND SPLIT IS APPROVED

DEVELOPMENT SERVICES DIRECTOR

DATE

SURVEY PREPARED FOR:
CHAD NANK

VH LAND SURVEY

7565 E PHARLAP LANE
PRESCOTT VALLEY, AZ 86315
928-710-9700

VH.LANDSURVEY@GMAIL.COM
WWW.VH.LANDSURVEY.COM

SURVEYED BY: Brandon Van Horn

HOR SCALE: 1" = 50'

PROJECT NO.: 18001

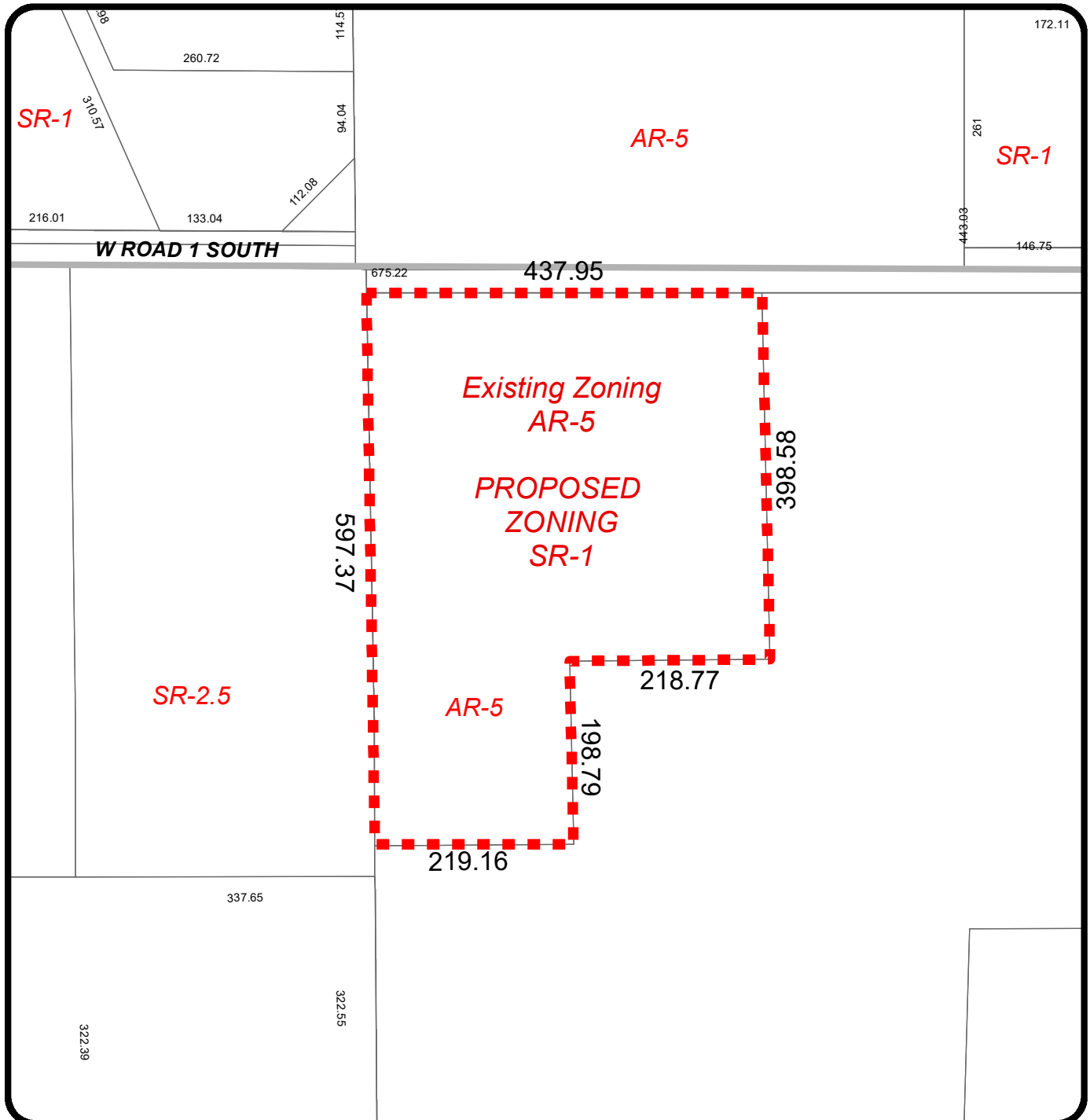
DATE: 08/02/18

SHEET NO.

1

OF 1 SHEETS

Zoning Exhibit A



Z18-000005: Nanke

■ ■ ■ Subject Property

Applicant: North Blue, LLC

Request: Agriculture Residential (AR-5) to
Single Family Residential (SR-1)

Location: 584 S Road 1 West Chino Valley, AZ,
APN- 306-31-005C



Not to Scale

ORDINANCE NO. 18-847

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 5.0 ACRES OF REAL PROPERTY GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF WEST ROAD 1 SOUTH AND SOUTH ROAD 1 WEST AT 584 SOUTH ROAD 1 WEST, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) ZONING DISTRICT TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map to change the zoning for a $\pm$ 5.0 acre parcel of real property from AR-5 (Agricultural Residential – 5 Acre Minimum) to SR-1 (Single Family Residential – 1 Acre Minimum); and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

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

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

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

Section 1. In General.

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

1.2 The Official Zoning Map is hereby amended for property consisting of approximately 5.0 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from AR-5 (Agricultural Residential – 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district.

1.3 The Property described in Paragraph 1.2 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of May, 2018 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

Darryl Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 18-847 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 8th DAY OF May 2018, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 20__.

Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 18-847

[Legal Description]

See following pages.

All that portion of Northeast Quarter of Southeast Quarter of Section 28, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows;

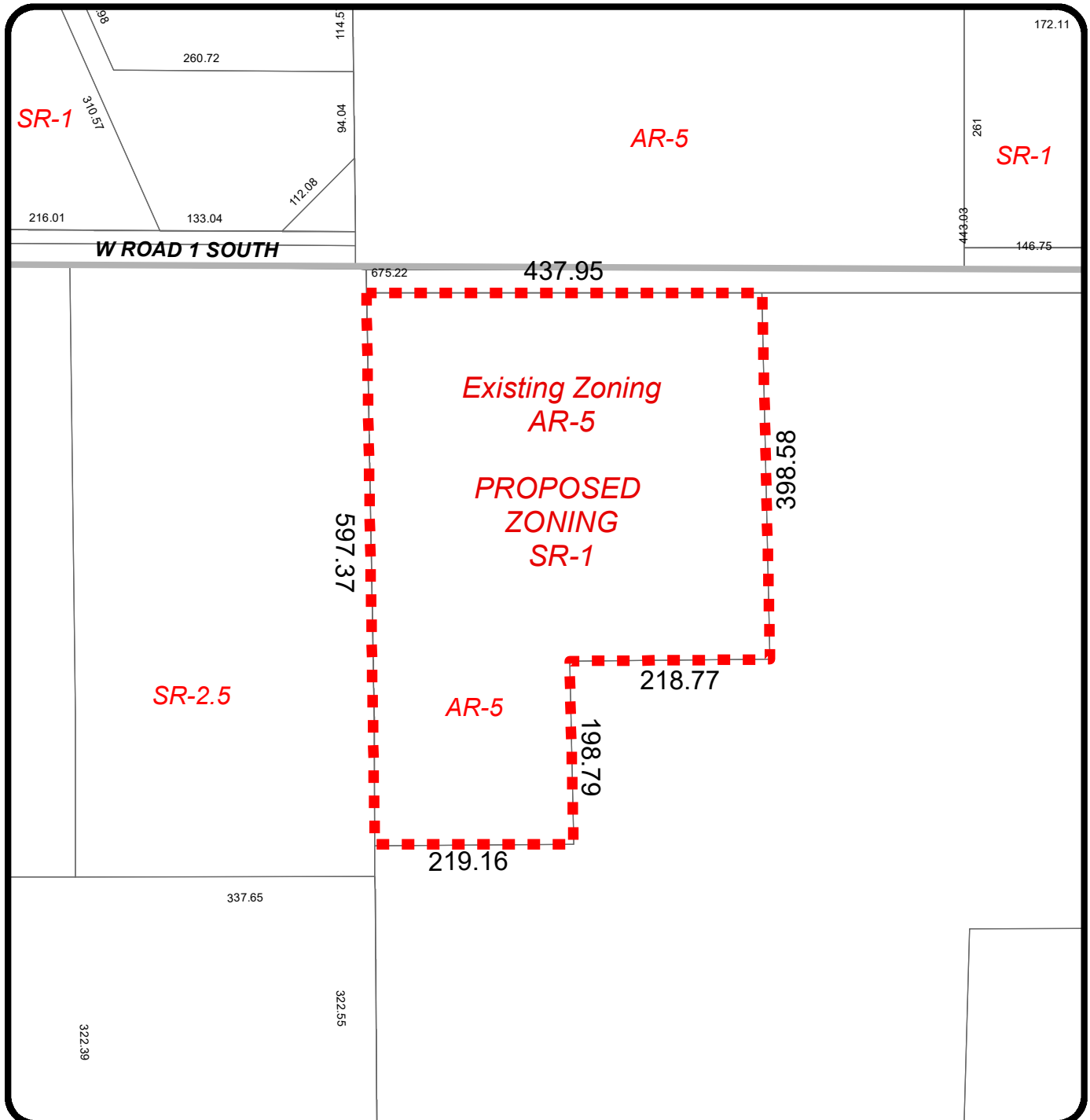
Beginning at the East Quarter Corner of said Section 28;
THENCE S43°31'12"W 35.11 feet;
THENCE S88°55'09"W 887.60 feet to the TRUE POINT OF BEGINNING;
THENCE S01°52'17"E 398.58 feet;
THENCE S88°55'09"W 218.77 feet;
THENCE S01°52'26"E 198.79 feet;
THENCE S88°55'09"W 219.16 feet;
THENCE S01°52'26"W 597.37 feet;
THENCE S88°55'09"E 437.95 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE NO. 18-847

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



Z18-000005: Nanke

■ ■ ■ Subject Property

Applicant: North Blue, LLC

Request: Agriculture Residential (AR-5) to
Single Family Residential (SR-1)

Location: 584 S Road 1 West Chino Valley, AZ,
APN- 306-31-005C



Not to Scale

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 05/08/2018
Contact Person: Alex Lerma, Associate Planner
 Phone: 928-626-4427 x-1295
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: 4820 East Perkinsville Road, Chino Valley

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit (C18-001) for Assessor's Parcel No. 306-01-001, approximately 120 acres of real property located northwest of North Jasper Trail at 4820 East Perkinsville Road to allow a hot mix asphalt plant in the I (Industrial) zoning district.
 Owner/Applicant: James Fletcher. (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:

Approve a Conditional Use Permit (C18-001) for APN 306-01-001 to allow a hot mix/ asphalt plant in the I (Industrial) zoning district on property located northwest of North Jasper Trail at 4820 East Perkinsville Road subject to the following conditions:

- 1.) The hot mix facility will be developed in accordance with the exhibits provided by the applicant.
- 2.) Applicant will comply with all federal, state and local regulations.
- 3.) All required permits by State and Federal authorities will be completed before the start of the plant.

SITUATION AND ANALYSIS:

Issue Statement

See Attached Staff Report

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

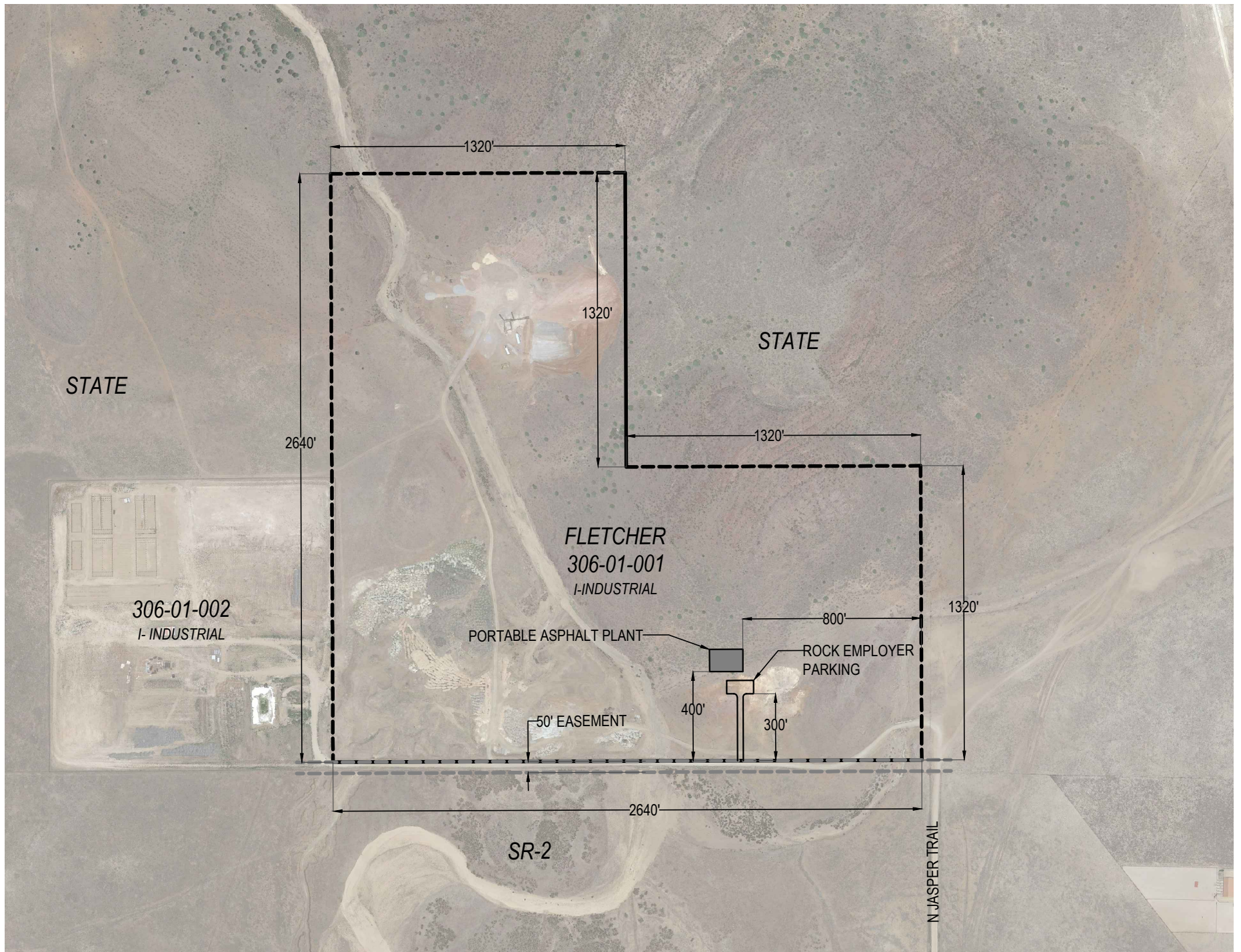
Attachments

Fletcher CUP Site Plan

Fletcher CUP Staff Report

Fletcher Draft CUP Letter

Fletcher Zoning Exhibit





TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number: C18-000001

Assessor's Parcel Number: 306-01-001

Site Location: Located northwest of North Jasper Trail at 4820 East Perkinsville Road

Property Owner: James Fletcher

Applicant: James Fletcher

Request: Request to approve a Conditional Use Permit to allow a hot mix asphalt plant in the I (Industrial) zoning district.

SITE DATA

Existing Zoning	I (Industrial)
Lot Size	120 acres (approximately 5, 227,200 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community
Existing Land Use	Mining / crushing hard rock

BACKGROUND

SITE DESCRIPTION

The subject property is located northwest of North Jasper Trail at 4820 East Perkinsville Road. The property is currently accessed by going east on East Perkinsville Road, turning north on East Haystack Road and merging onto North Jasper Trail. The site is identified with an I (Industrial) zoning district under the Town of Chino Valley UDO (Unified Development Ordinance). The parcel is identified with a Land Use Designation of Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community under the Town of Chino Valley General Plan Potential Land Use Map. The site currently has heavy machinery and portable structures. The parcel is located directly west of the Chino Valley town limits. (**See Figure 1.**)

PROJECT DESCRIPTION & HISTORY

During the 1990's, the applicant leased the subject site (Red Rock pit) out to United Metro Materials. United Metro Materials crushed and screened gravel for highway projects and concrete products. During the 2000's, the applicant continued using the site to crush asphalt products for local contractors and other rock products.

In December of 2001, the Town of Chino Valley Annexed the property into the Town limits and through a development agreement the parties agreed that the zoning designation to be adopted by the Town of Chino Valley after the annexation would be I (Industrial) zoning to allow the historical uses of the property.

As the need for asphalt products have increased in the area surrounding Chino Valley, the applicant has decided to install a plant on site. It is proposed that the asphalt plant will use the rock that is crushed on site to blend with oil to produce the asphalt products. There will be a bag house to catch the dust out of the plant, which is monitored and regulated by ADEQ (Arizona Department of Environmental Quality). (See Figure 2)

SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly made up of undeveloped land and rural single family residences within Yavapai County. The properties directly north have a zoning district of State (State Land) and is currently vacant. To the west, properties are zoned I (Industrial), State, and AR-4 (Agricultural Residential- 4 Acres Minimum). Directly west of the parcel is currently vacant, further west properties are vacant. To the south properties are zoned SR-1 (Single-Family Residential- 1 Acre Minimum) and STATE, these areas are currently vacant and undeveloped. To the east, properties are within Yavapai County's jurisdiction and have a County zoning of RCU-2A (Residential, Single-Family, Rural). Directly east of the subject property the parcel is vacant and further along in a southeast direction is the Haystack Ranches Subdivision.

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	EXISTING LAND USE
North	STATE	Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community	Vacant Land
West	I, STATE, AR-4	Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community	Vacant Land
South	SR-1, STATE	Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community	Vacant Land
East	RCU-2A (Yavapai County Zoning District)	Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community	Haystack Ranches Subdivision, Vacant Land (Yavapai County Area)

PUBLIC REVIEW PARTICIPATION

The Town Staff notified property owners within a 600' radius, resulting in twelve (6) letters to surrounding property owners. Property owners received information regarding the applicant's request for a CUP to allow a hot mix asphalt plant in the I (Industrial) zoning district. To date, no responses to those letters have been received by the Town.

The neighborhood meeting was held on March 12, 2018. At said meeting, there were one property owner who attended the meeting. One of the property owners was concerned with the odors and emissions of the site. The applicant assured the property owner that the site will be regulated through the state and federal authorities and that the site would be receiving frequent inspections.

The item went before the Planning and Zoning Commission on April 3, 2018. The Commission did not have any questions or issues with the applicants request and forwarded a recommendation of approval to Town Council.

Applicant Jim Fletcher provided an overview of the asphalt plant. He stated that they have had a rock crushing operation on the property since 1999. When the Town annexed the property in 2001, they agreed in the pre-annexation agreement to allow the uses approved by the county. The nearest asphalt plant was 26-miles away.

Commissioners questioned the timeframe associated with the Conditional Use application. Mr. Sanks explained that if the Commission does not state a timeframe, the permit could be in perpetuity and that there was a revocation process or they could provide a recommendation date such as 10-years. The Commission did not implement a timeframe.

Vote: 6 – 0 PASSED – Unanimously

STAFF ANALYSIS AND RECOMMENDATION

SIGNIFICANT IMPACT

To reduce admissions, the applicant will install a bag house to catch the dust from the plant and will be monitored by ADEQ and the state mining inspector. The applicant currently has an ADEQ Air Quality Class 1 permit. Class 1 permits are issued to any source that meets the requirements of Arizona Administrative Code (A.A.C.) Title 18, Chapter 2, Article 302 (B) (1). Such sources include:

Any Major Source- any source that has the potential to emit 100 tons per year of any criteria air pollutant. A source is also considered major if it has the potential to emit 10 tons per year of any signal Hazardous Air Pollutant or 25 tons per year of any combination of Hazardous Air Pollutants.

Any Affected Source- is a source that includes one or more units which are subject to emission reduction requirements or limitations under Title IV of the Clean Air Act.

Solid Waste Incinerations Units- Subject to Section 129(e) of the Clean Air Act.

The site will also have water trucks for dust control from the loaders and trucks. The state has already permitted the applicant 279 acre feet of water for the site, under permit #59-217097.0000 for production and dust control.

The following are permits the applicants has for the site:

State Mining Permits

ADWR (Arizona Department of Water Resource) Water Rights Permit

MSHA (Mine Safety and Health Administration) Federal Mining Permit

ADEQ (Arizona Department of Environmental Quality) Air Quality Class 1 Permit

ADOT (Arizona Department of Transportation) Contractors-Furnished Material Sources Permit

The current or any future operator must meet all federal, state, and local permitting requirements for the proposed uses on the property including mineral extraction, crushing operations and batch plant operations. Dust, noise, and odor are of primary concern as well as potential environmental contamination from vehicles and multiple fuel and oil sources.

GENERAL PLAN CONFORMANCE

The current I (Industrial) zoning is already in conformance with the 2014 Chino Valley General Plan's Future Land Use Map, which places the property in a Future Growth Areas: Industrial/ Agri-business/ Contained Planned Community. The property's existing mining and crushing rock operation, along with its location on the very eastern edge of town, make it an excellent location for the proposed hot mix facility.

CONSISTANCY WITH THE ZONING ORDINANCE

The parcel's current zoning district is I (Industrial). Historically the land use of the property has been that of a mining and crushing rock site since the 1990s, since annexing into the Town the property has abide by the development standards set forth by the Industrial zoning district. The purpose of the Industrial zoning district is:

"Intended to provide to for and encourage industrial development within the Town, while insuring that such activities will have minimal impact on the surrounding districts."

The existing land use of a mining and crushing rock operation is already permitted within the Industrial zoning district and is listed in Section 3.17 of the UDO as mining and associated batch plant, concrete plants and similar uses. The proposed Hot Mix/Asphalt Plan is also an allowable use subject to CUP approval.

See recommendation on next page

Staff and the Planning and Zoning Commission recommend that Town Council approve a Conditional Use Permit (C18-001) for APN: 306-01-001 to allow a hot mix/ asphalt plant in the I (Industrial) zoning district, subject to the following conditions:

- 1.) The hot mix facility will be developed in accordance with the exhibits provided by the applicant.
- 2.) Applicant will comply with all federal, state and local regulations.
- 3.) All required permits by State and Federal authorities will be completed before the start of the plant.

FIGURE 1. AERIAL MAP

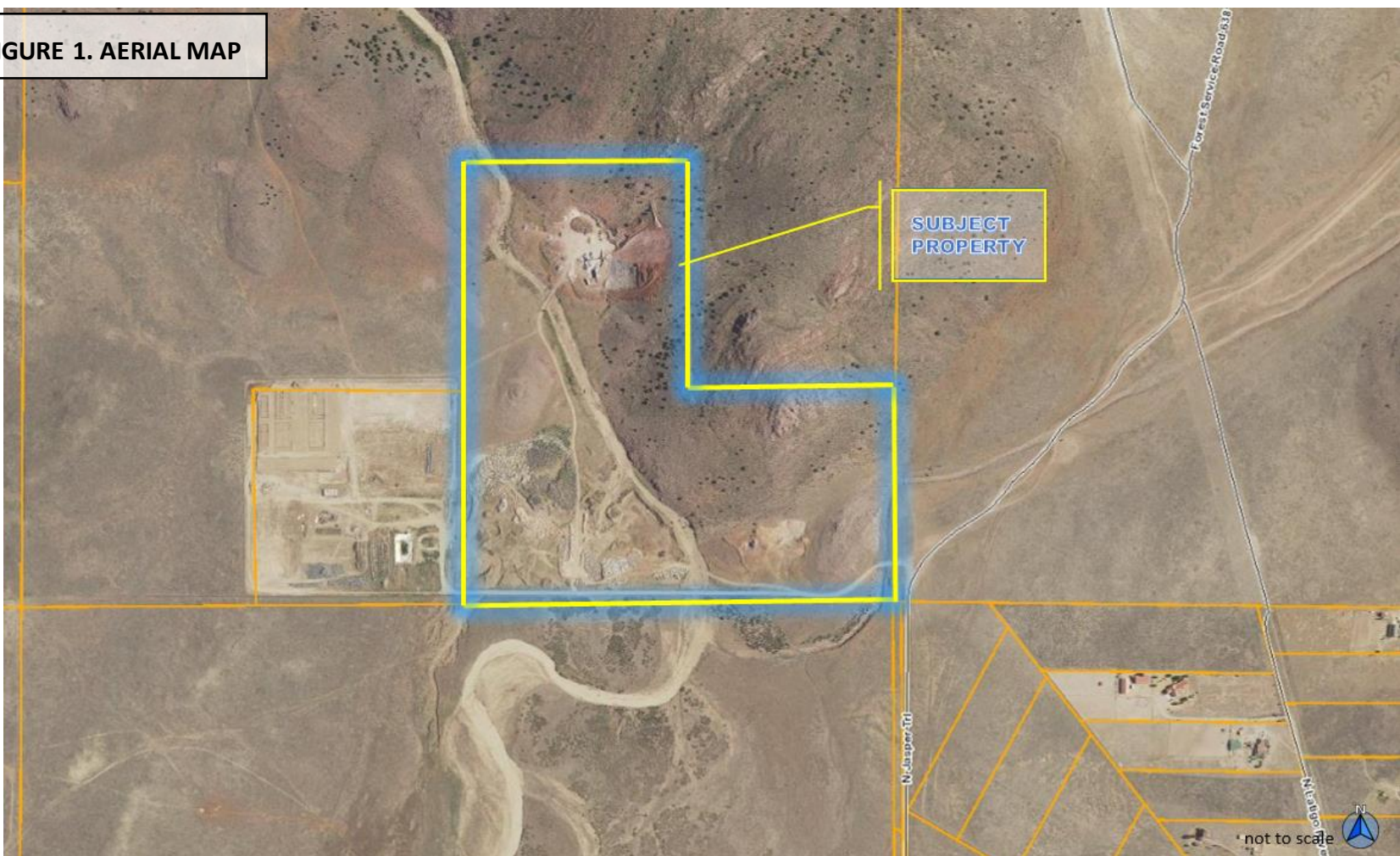


FIGURE 2. Zoning Map

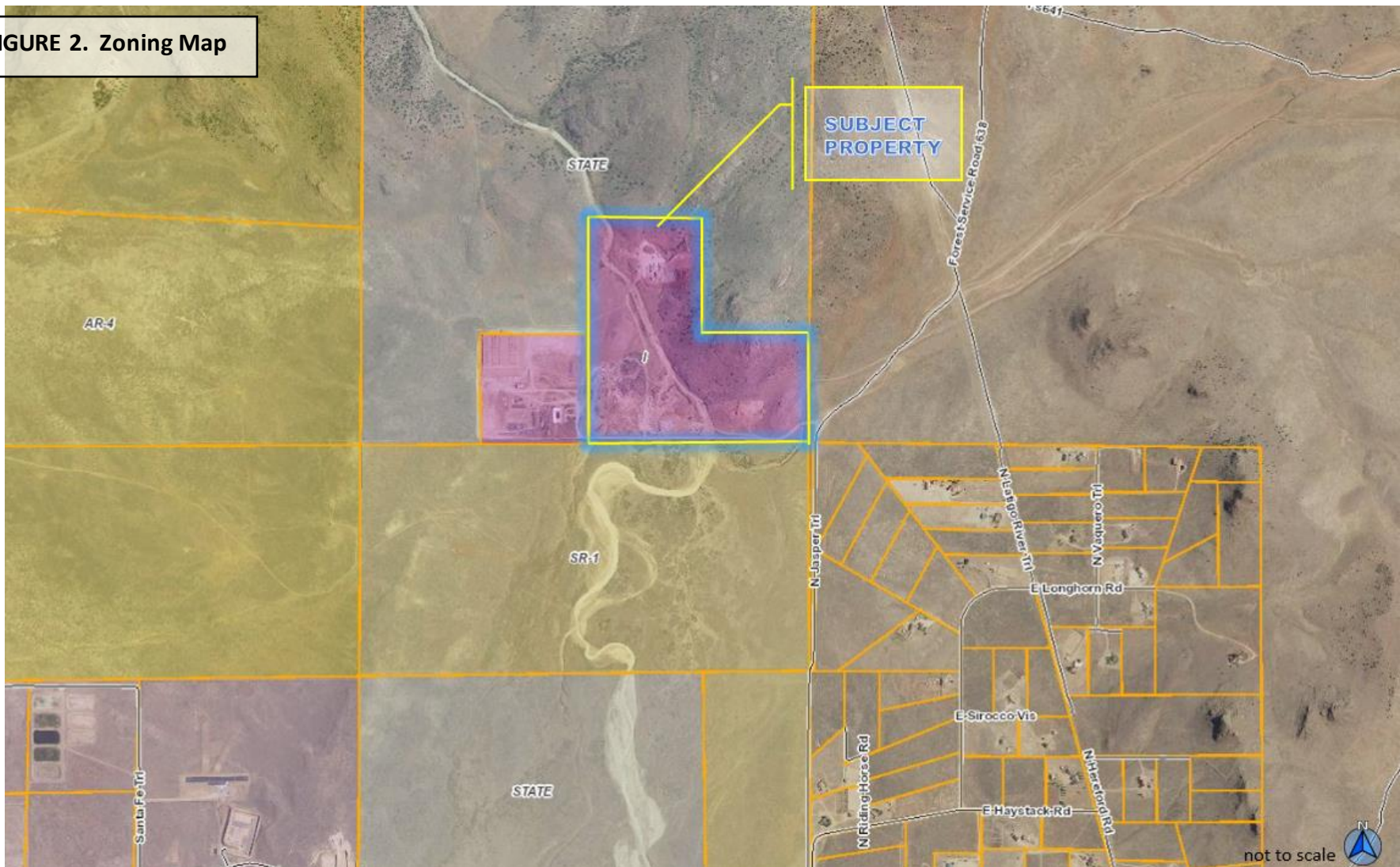
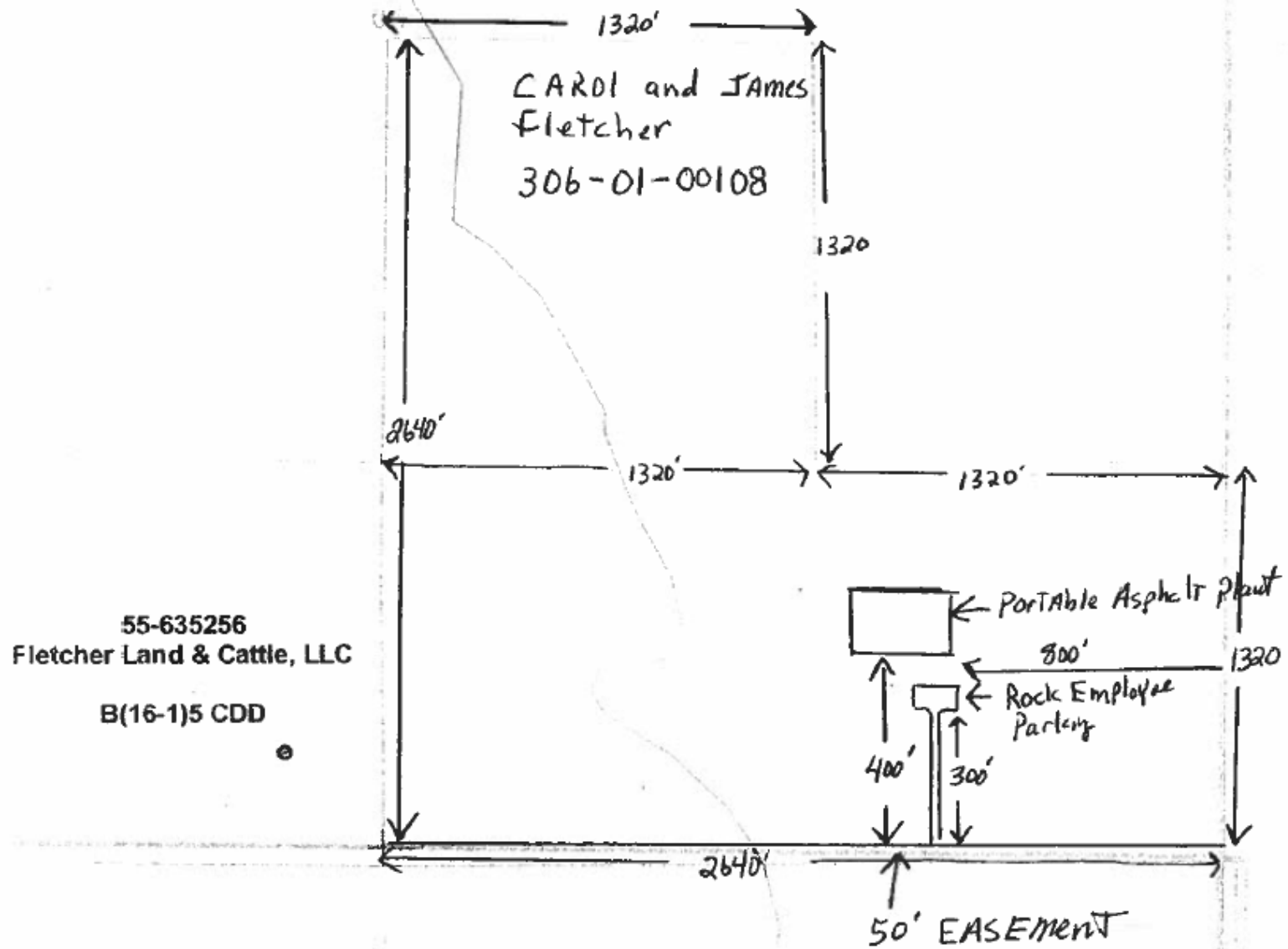


FIGURE 3. Site Plan





Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

May __, 2018

James M Fletcher & Carol Ann Fletcher
P.O. Box 3313
Chino Valley, AZ 86323

RE: Conditional Use Permit (C18-001)
Fletcher Hot Mix/Asphalt Plant

On May 8, 2018, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 120 acres of property located at 4820 East Perkinsville Road, as shown on Exhibits 1 (legal description) and 2 (map), which are attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit permits a hot mix/ asphalt plant use in the Industrial zoning district. The use and operation permitted by the Use Permit shall substantially conform to the Design Plan, attached hereto and incorporated herein as Exhibit 3.

This Use Permit is subject to the following conditions:

- 1.) The hot mix facility will be developed in accordance with the exhibits provided by the applicant.
- 2.) Applicant will comply with all federal, state and local regulations.
- 3.) All required permits by State and Federal authorities will be completed before the start of the plant.

This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. If either commencement of the use or commencement of construction, pursuant to a valid building permit, has not occurred within 2 years of the effective date of this Use Permit, this Use Permit will automatically expire. The effective date of this Use Permit is the date upon which conditions 1 through 3, above, have been satisfied, determined by the Development Service Director.

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



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

If you have any questions regarding this Use Permit, please contact Alejandro Lerma at 928-636-2646 Ext. 1295 or by email at alerma@chinoaz.net.

Sincerely,

Alejandro Lerma
Planner

Enclosure (Exhibits):

1.	Legal Description
2.	Map
3.	Site Plan



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

Exhibit 1 – Legal Description



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

The Southeast quarter of the Southeast quarter, the Northwest quarter of the Southeast quarter and the Southwest quarter of the Southeast quarter, Section 5, Township 16 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPT all oil, gas and minerals, as reserved in Book 168 of Deeds, Page 188



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

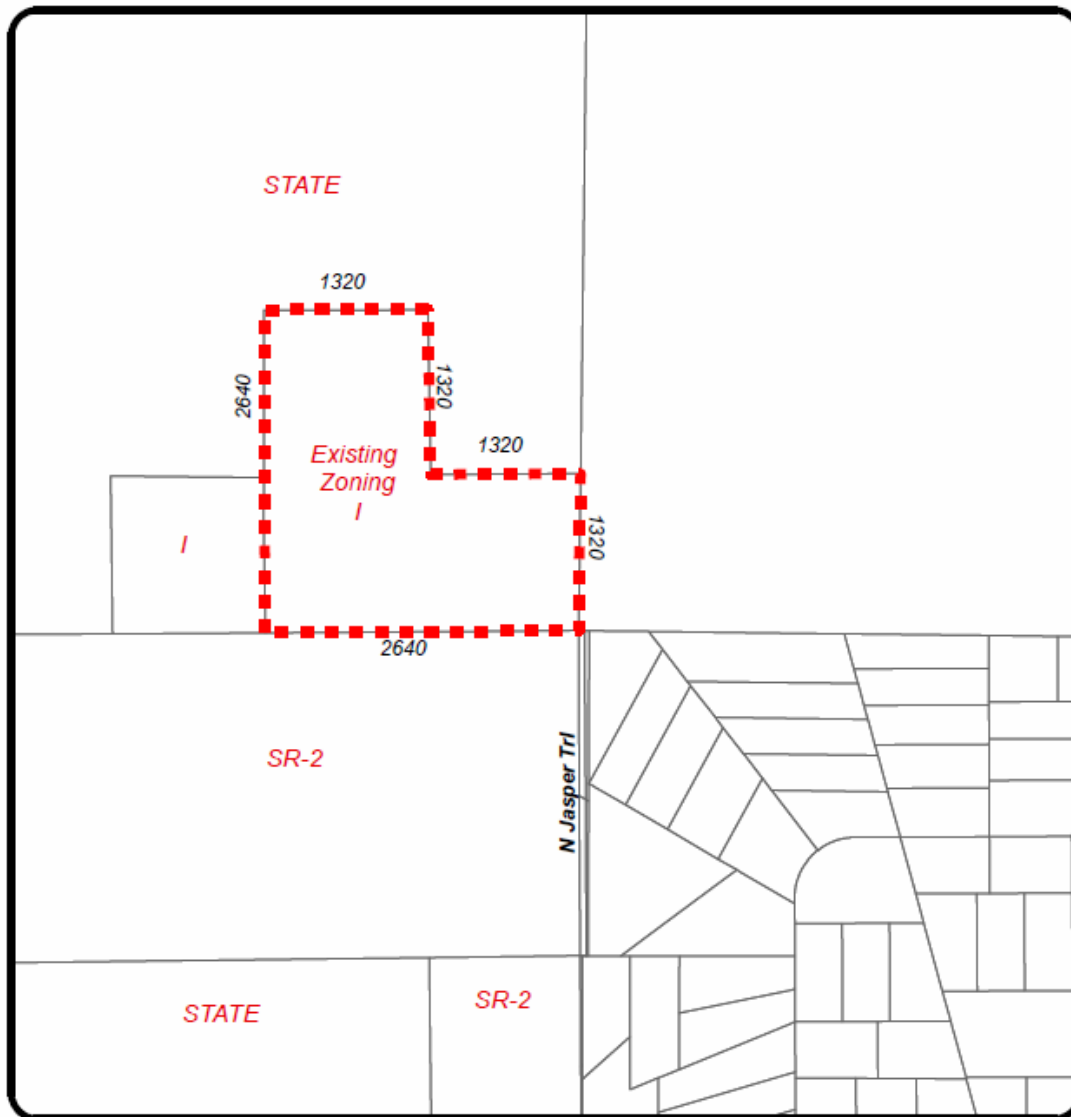
Exhibit 2 – Map



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

EXHIBIT 2



CUP-000001: Fletcher

■ ■ ■ Subject Property

Applicant: Carol A. Fletcher & James Fletcher

Request: Asphalt Plant

Location: 4820 Perkinsville, Chino Valley, AZ, 86323
APN- 306-01-001



Not to Scale



Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

Exhibit 3 – Design Plan

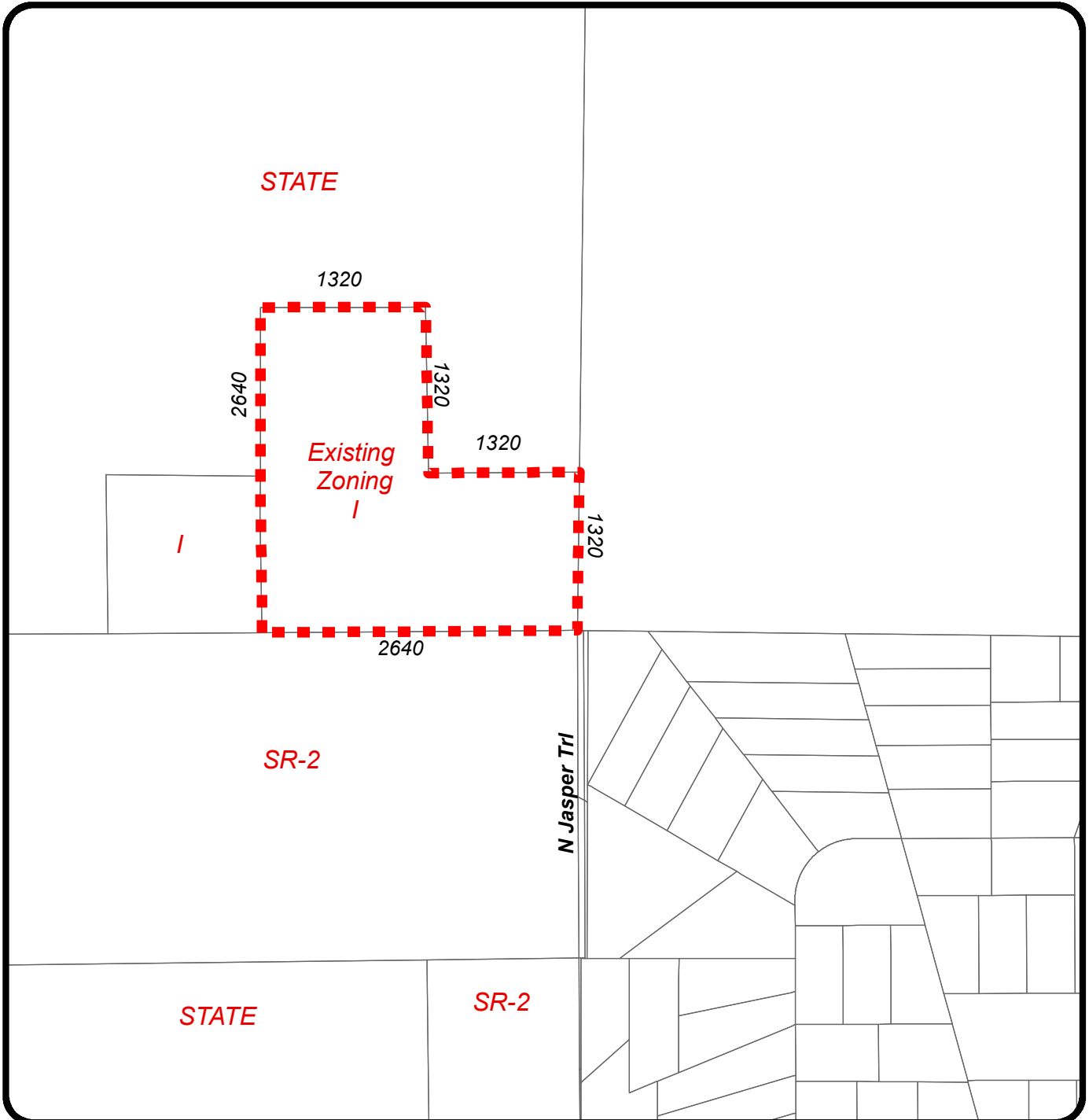


Development Services Department
1982 Voss Drive #203
Chino Valley, AZ 86323

Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net



Exhibit A



CUP-000001: Fletcher

■ ■ ■ Subject Property

Applicant: Carol A. Fletcher & James Fletcher

Request: Asphalt Plant

Location: 4820 Perkinsville, Chino Valley, AZ, 86323
APN- 306-01-001



Not to Scale



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.e.

Meeting Date: 05/08/2018
Contact Person: John Coomer, Economic Development/Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: Old Home Manor Industrial Park

AGENDA ITEM TITLE:

Consideration and possible action to approve Amendment #2 to the EPS Group agreement providing master planning services for Old Home Manor Industrial Park in an amount not to exceed \$21,200.

RECOMMENDED ACTION:

Approve EPS Group Agreement Amendment #2 in an amount not to exceed \$21,200.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5433
Available: \$21,200
Funding Source:
 The Town has budgeted \$30,000 in the FY 18/19 budget.

Attachments

**Second Amendment
to
Agreement For Professional Consulting Services, dated May 9, 2017
Between
The Town of Chino Valley
and
EPS Group, Inc.**

This Second Amendment to Agreement for Professional Consulting Services, dated May 9, 2017 (this “Second Amendment”), is entered into as of May 8, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and EPS Group, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into an Agreement for Professional Consulting Services, dated May 9, 2017, as amended by that First Amendment, dated July 25, 2017 (collectively, the “Agreement”), for the Consultant to provide professional consulting services for the Town on the Old Home Manor Industrial Park project. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services are necessary in connection with the Agreement (the “Additional Services”).

C. The Town and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) provide for the increase in compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended through November 9, 2018.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to Consultant by \$21,200.00, for the Additional Services at the rates set forth in the Additional Fee Proposal

attached hereto as part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$24,300.00 to \$45,500.00.

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

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

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

EPS GROUP, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT 1
TO
SECOND AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EPS GROUP, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

March 26, 2018

Cecelia Grittman
Town Manager
Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, Arizona 86323



Re: Old Home Manor Industrial Park
Professional Design Services Amendment #2

Ms. Grittman:

EPS Group (Consultant) is pleased to forward Amendment #2 for professional services to Town of Chino Valley (Client) for Old Home Manor Industrial Park. Based on our telephone conversation with Jason Sanks we have revised the scope of the Traffic Analysis and deleted the presentation to City Council. Please see the revised scope below.

The requested services shall be on a lump sum amount that will be added to the original contract as follows:

Master Plan Documentation Revisions (Phase 2)

Upon receipt of a signed contract extension for Phase 2, along with all of the written comments from the previous meeting with the Town of Chino Valley Development Committee that may prove important to the direction of this specific project, the Master Planning Revision process will precede forward and the preparation of revised Master Plan documents will begin for the Old Home Manor Industrial Park. The development of a revised Master Plan and entry concept options for the main entry to the north will provide the Town of Chino Valley the documentation needed for the next phases of the full development purposes. We anticipate the following tasks will be required:

Task 1 <u>Conceptual Plans/Lot Layouts (Revisions)</u>	Fixed Fee: \$5,240
--	--------------------

EPS Group will revise the conceptual plan/lot layout for the industrial site in accordance to the comments and meeting notes prepared during the most recent Chino Valley Old Home Manor Development Committee meeting. The revised conceptual plan will serve as the basis for the Conceptual Master Plan. The following will be accomplished:

Consultant will prepare revised Conceptual Land Use Plans for the property. The revised plan will identify the following:

- a. Placement of light, medium, and heavy industrial uses.
- b. Vehicular and Pedestrian Access, including primary, secondary and tertiary entrances.
- c. Drainage areas.
- d. Lot layouts.

- e. Site data table.

Deliverables:

1. Conceptual Land Use / Lot Layout Plan

Task 2 Main Entry Concept Options

Fixed Fee: \$4,880

EPS Group will prepare Main Entry Concept Options, two (2) options in total, for the industrial site in accordance to the comments and meeting notes prepared during the most recent Chino Valley Old Home Manor Development Committee meeting. The Main Entry Concept Options will show a Plan View, a Section/Elevation and a Perspective Drawing, so as to illustrate the character and the concept for the main entry.

Deliverables:

1. Main Entry Concept Options, two (2) options in total.

Task 3 Rough Order of Magnitude of Probable Costs

Fixed Fee: \$2,240

Using the Main Entry Concept Option drawings, EPS Group will prepare a Rough Order of Magnitude of Probable Construction Costs for each of the main entries so that the Town of Chino Valley Council can determine if the Town will invest in the entry as part of the master development plan. The Construction Cost Estimate will be in Excel Spreadsheet Format and include raw costs for soft and hard construction materials.

Deliverables:

1. Rough Order of Magnitude (ROM) of Probable Costs

Task 4 Meetings and Coordination

Fixed Fee: \$1,840

EPS Group will coordinate with the Town and team members regarding presentation of options to Town Council and will coordinate with Town Planning staff before and after the meeting regarding deliverables, meeting comments, revisions, expectations and next step strategies.

Task 5 Traffic Circulation Evaluation:

Fixed Fee: \$7,000

The professional services consist of preparing a traffic circulation analysis for a proposed industrial park development generally located on the southeast corner of the intersection of the Road 4 North future alignment and Jerome Junction future alignment. This study will incorporate the data and analyses contained in the *State Route 89 Chino Valley to Forest Boundary Transportation Study*, prepared by Burgess & Niple in April 2017. The results of the previous study focused on the future analysis years of 2021, 2026, and 2036. To remain consistent with the previous study, the assumed opening year for the proposed industrial park development will be 2021, and the horizon year with full buildout of the site is assumed to be year 2036.

The specific tasks consist of the following list:

- 1) Estimate future non-site traffic volumes for the year 2021 (opening year) and 2036 (horizon year with full buildout) on the internal and adjacent roadways. The



Page 3
Amendment #2

future year traffic volumes will be estimated utilizing the future traffic projections contained in the Burgess & Niple study, and / or other relevant future traffic projections contained in approved studies.

- 2) Estimate new traffic generated by the proposed development utilizing the most recent version of the *Trip Generation Manual*, provided by the Institute of Transportation Engineers (ITE). These trips will be assigned to the internal and adjacent roadways in accordance with the proposed site plan access.
- 3) Evaluate the existing and anticipated roadway circulation based upon the anticipated new trips on the adjacent roadway network for the purposes of determining recommended roadway cross sections for adequate traffic operation.
- 4) Prepare a memorandum, including appendix, documenting the procedures, conclusions, and recommendations of the study. A draft memorandum will be provided for Client review and comment prior to formal submittal.

The collection of traffic count data is not anticipated as part of this scope. If traffic counts are required they will be collected under a separate agreement and fee.

The requested services will be in addition to the original contract of \$24,300 as listed in the chart below:

Item	Date	Amount
Phase 1	5/09/2017	\$ 24,300
Amendment #1 Signature	5/09/2017	\$ no change
Amendment #2 Phase 2	3/07/2018	\$ 21,200

If you should have any questions regarding this additional service request, please do not hesitate in contacting me at (480) 503-2250. Thank you, again, for your continued support and commitment to EPS Group. We look forward to seeing this exciting project to its completion.



Jackie L. Guthrie, AICP
Planning & Entitlements
EPS Group, Inc.

Accepted

By: _____

Date: _____

For: _____

Title: _____





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.f.

Meeting Date: 05/08/2018
Contact Person: John Coomer, Economic Development/Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion and possible action regarding the accountability contract between the Town and Chino Valley Area Chamber of Commerce.

RECOMMENDED ACTION:

Discuss accountability contract between the Town and Chamber and provide possible direction to staff.

SITUATION AND ANALYSIS:

On October 13, 2015 the Town and Chino Valley Area Chamber of Commerce entered into an Accountability Contract for services. The Agreement automatically renews for up to five (5) years, with the Scope of Services being updated annually to reflect the needs of the Town and the available resources and strengths of the Chino Valley Chamber.

The Scope of Work has been created through a cooperative effort between the Town of Chino Valley staff and the Chamber's Director and Board Chairman.

The Chamber is a strong resource to support local businesses and help to grow the local economy. With a new director working directly with the Economic Development Project Manager, focus on volunteerism at events, working with the Town and other local organizations to enhance community events and activities, the Chamber is striving to fill the needs of the Community and current businesses. The Chamber works jointly with the Town's economic development efforts to secure business and economic development improvements for the community and the region. The Scope of Work reflects the cooperative efforts between the two entities.

Although there are minor tweaks in the Scope of Services for FY 18/19, a major enhancement is the continuation and development for long term sustainability of the Community Volunteer Program developed with an Americorps/Vista volunteer. Chamber and Town professional staff will partner on projects or events where it makes sense or is practical. Last year, the Town provided \$55,000 of funding to the Chamber plus matched a \$3,000 tourism grant. The Chamber is applying for a second year of funding of the Americorps/Vista program to fully implement and integrate with Town events to bring

adequate volunteers to various events and eventually committees. There will be additional costs for this program which is community-based and, once established, should be a sustaining tool for organizations to access volunteers. The Chamber is request the Town split the additional costs of the program with the Chamber and fund an additional \$5,000 if the extension is approved.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5563

Available: \$55,000

Funding Source:

The Town has \$55,000 in the Preliminary Budget for FY 18/19.

Attachments

Chamber Contract-3rd Amendment

Scope of Work

**THIRD AMENDMENT
TO
ACCOUNTABILITY CONTRACT BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
AND
CHINO VALLEY CHAMBER OF COMMERCE**

This Third Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce dated October 13, 2015 ("Third Amendment"), is made and entered into this ____ day of May, 2018, with an Effective Date of July 1, 2018 by and between the Town of Chino Valley, a municipal corporation of the State of Arizona (the "Town") and Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the "Chamber"). Town and Chamber are collectively referred to herein as the "Parties".

I. RECITALS

A. The Parties entered into an Accountability Contract effective October 13, 2015 (the "Contract") through June 30, 2016 and automatically renewing each year for up to five (5) successive one-year terms, effective July 1 of each successive year. The Parties are, therefore, in the third renewal year at the time of this Third Amendment.

B. The Contract was amended effective July 1, 2016, pursuant to the First Amendment to the Accountability Contract. The Contract was amended effective July 1, 2017, pursuant to the Second Amendment to the Accountability Contract.

C. The Parties desire to make additional changes to their obligations by revising the amount of compensation and adopting a new Scope of Work for fiscal year 2018-2019.

II. AGREEMENTS

Now, therefore, in consideration of the agreements and promises hereinafter set forth and those set forth in the Contract, the Parties agree to amend the Contract as follows:

1. Section 2 Compensation is amended to read as follows:
 2. Compensation: Town shall compensate Chamber in the amount of _____ dollars (\$_____) for Services delineated and defined in this Second Amendment. In the event the Chamber is able to secure an additional year of the Community Volunteer Project, Town will compensate Chamber an additional \$5,000 as contribution to the cost of the project.
2. Section 3 Scope of Services is amended to read as follows:
 - 3.1 Chamber Responsibilities. Chamber agrees to use funds received from Town to provide Visitor Center and services ("Scope of Services"), as set forth in **Exhibit A**, which is attached hereto and incorporated herein and to use the funds from the Town for those purposes only. Chamber also agrees to maintain accurate financial records to enable Town to verify that the funds provided under this Agreement are expended in accordance with this Agreement. Chamber shall be

responsible for compliance with all applicable federal, state and local laws and regulations.

3.2 Town Responsibilities. Town shall:

3.2.1 Pay the match portion (a total of \$3,000.00 in total) of the match grant received by Chamber from the Arizona Office of Tourism m for the 2018-2019 fiscal year.

* * *

3. The "Provisions of Agreement FY 17-18 Scope of Services", attached to the Second Amendment as Exhibit B, is hereby superseded and replaced by the "Scope of Services, Fiscal Year 2018-2019", attached to this Third Amendment as Exhibit A.

4. Non-Default. By executing this Third Amendment, the Chamber affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this Third Amendment are forever waived. Except as amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, effective October 13, 2015 and the First Amendment thereto, which shall become effective retroactively to July 1, 2018.

THE TOWN OF CHINO VALLEY

Chino Valley Chamber of Commerce

By: _____
Darryl Croft, Mayor

By: _____
Wendy McManigal, Chairman

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
Scope of Services
Fiscal Year 2018-2019

For the consideration provided in the Third Amendment, Chamber shall provide the following Services:

1. Visitor Center

The Chamber will maintain and staff the Visitor Center located within the Town limits. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism ("AOT") to be a state designated Local Visitor Information Center ("LVIC"). The Visitor Center will normally be open to the public between 9 a.m. and 3 p.m., Monday through Friday, and staffed adequately to answer all correspondence, telephone, email or walk-in inquiries for general information relating to Chino Valley. The Town understands that due to availability of volunteers and the need for staff to routinely be in the community, there will be times during these business hours when the office will not be staffed. This will be limited to less than 25% of stated hours. During periods when the office cannot be staffed or when the office is closed, a 24/7 kiosk on Chamber premises will be available with community information.

Meeting space at the Chamber facilities may be used by the Town with advance coordination.

2. Promotion/Marketing The Chamber will continue or begin the following promotion and marketing activities.

- a. Distribute relocation/community guides and maps of the Chino Valley area in coordination with the Town and its GIS division and/or other resources. Town agrees to provide an updated street map of Town within defined parameters of area and businesses as a PDF download available 24/7, and to print for distribution copies to be available at the Chamber office.
- b. Provide an opportunity for the Town to host one "Talk of the Town, Chino Valley" radio show per month.
- c. Maintain "Chairman's Circle Sponsorship" for the Town at all Chamber events
- d. Continue to offer and work to expand "Shop Local" program in conjunction with Prescott and Prescott Valley.
- e. Promote and enhance the Chamber's Small Business Saturday campaign.
- f. Offer routine opportunities for networking by scheduling and presenting mixers, breakfast/lunch meetings/informational presentations, etc. throughout the year partnering with businesses in the community.
- g. Provide link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
- h. Provide a display at the chamber office for various attraction, event & dining materials which includes members & non-members.
- i. Coordinate with the Town staff to build and maintain a community calendar.
- j. Ensure that all promotional materials, electronic and printed versions, created and distributed by the Chamber include the Town logo and a statement acknowledging that funding has been provided by the Town of Chino Valley.

3. Community Volunteer Program

Continue to develop and apply for second year of Americorps/Vista volunteer support of the Community Volunteer Program. Work closely with Town staff to help recruit volunteers to assist

with events and other Town needs such as the Library, Senior Center, and Recreation, as well as various service organizations, clubs, and local non-profit organizations.

4. Economic Development

In order to maintain fairness between the many industries and retail businesses inside the Town, the Chamber shall practice the concept of being community focused. The Chamber's mission is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

The Chamber shall develop or continue the following activities in its role in economic development for the Town.

- a. Participate as an active member of the Town Council's Economic Development Committee representing the interests and needs of existing businesses in the Town.
- b. Develop and maintain strong relationships with existing local businesses and organizations regardless of membership status with the Chamber.
- c. Learn needs and collaborate with the Town and other groups to offer services that are of strong value to existing businesses.
- d. Coordinate with the Town and other Economic Development organizations to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.
- e. Partner with the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.
- f. Work with appropriate Town staff, elected officials, and volunteers on various plans for quality of life, recreational, and other community interests.
- g. Continue to offer employers and job seekers a minimum of one Job & Career Fair per year.

5. Education

- a. Provide a series of workshops at the Chamber consisting of modules on resume writing, interviewing skills and basic technology.
- b. Offer workshops and classes in areas addressing needs expressed by local business owners that provide value to their ongoing growth and success. Examples include integrating social media and technology in marketing, targeting and marketing, accounting and finance, etc.

6. Partnering with the Town

In addition to the scope of work listed above, the Chamber further agrees, through its partnership with the Town, to perform the following functions:

- a. Work cooperatively with the Town Manager or designee, who shall represent the Town's interests working closely with the Chamber Director and Board of Directors.
- b. Be available to give quarterly reports to the Chino Valley Town Council.
- c. Upon request, the Chamber Board will participate in an annual joint meeting with the Town Council.
- d. With the Town, jointly conduct a "Citizen's Academy" annually.
- e. In conjunction with the Town's technology department, where appropriate, explore the feasibility of the following:
 1. Integrating event calendars;

2. Linking websites;
 3. Mapping – possibility of using Town data for a) business map, b) street maps
- f. Participate and/or collaborate with various community partners in Town-Sponsored and other Community Events (i.e. 4th of July Celebrations, Halloween and others) in such a manner that fits well with the Chamber's abilities to best enhance and contribute to the interests of the community.
 - g. Where appropriate, participate in Town planning efforts such as General Plan updates and amendments to Town Codes and Ordinances and solicit feedback from the business sector on such proposed amendments.
 - h. As appropriate, provide feedback on project proposals brought before the Town Council for consideration or approval.
 - i. As appropriate and as resources are available, work with the Town's Recreation department to enhance resources and communication, facilitate streamlining planning for Town and Chamber events.

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Scope of Services
Fiscal Year 2018-2019

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1. Visitor Center

The Chamber will maintain and staff the Visitor Center located within the Town limits. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism (AOT) to be a state designated Local Visitor Information Center (LVIC). The Visitor Center *will normally be open* to the public during normal working hours and staffed adequately to answer all correspondence, telephone, email or walk-in inquiries for general information relating to Chino Valley. *The Town understands that due to availability of volunteers and the need for staff to routinely be in the community, there will be times during normal business hours when the office will not be staffed.* During periods when the office cannot be staffed or when the office is closed, a 24/7 kiosk on Chamber premises will be available at any time with community information.

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- b. Provide an opportunity for the Town to host one "Talk of the Town, Chino Valley" radio show per month.
- c. Maintain *"Chairman's Circle Sponsorship"* for the Town at all Chamber events
- d. Continue to offer and work to expand "Shop Local" program in conjunction with Prescott & Prescott Valley will be continued.
- e. Continue to promote and enhance the Chamber's Small Business Saturday campaign.
- f. *Offer routine opportunities for networking by scheduling and presenting mixers, breakfast/lunch meetings/informational presentations, etc. throughout the year partnering with businesses in the community.*
- g. Provide link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
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Continue to develop and apply for another year of Americorps/Vista volunteer support of the Community Volunteer Program. Work closely with Town staff to help recruit volunteers to assist with

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In order to maintain fairness between the many industries and retail businesses inside the Town, the Chamber shall practice the concept of being community focused. The Chamber's mission is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

The Chamber shall develop or continue the following activities in their role in economic development for the Town.

- a. Work closely with the Town's Economic Development/Project Manager and Economic Development Committee representing the interests and needs of existing businesses in the Town.*
- b. Develop and maintain strong relationships with existing local businesses and organizations regardless of membership status with the Chamber.*
- c. Learn needs and collaborate with the Town and other groups to offer services that are of strong value to existing businesses.*
- d. Coordinate with the Town and other Economic Development organizations such as Northern Arizona Council of Governments, Prescott Valley Economic Development Foundation, and Yavapai College to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.
- e. Partner with the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.
- f. Work with appropriate Town staff, elected officials, and volunteers on various plans for quality of life, recreational, and other community interests.
- g. Continue working with other organizations to offer employers and job seekers at least one Job & Career Fair per year.*

5. Education

- a. Work with *community partners* to provide a series of workshops at the Chamber consisting of modules on resume writing, interviewing skills and basic technology.
- b. Partnering with the Town and other groups, offer workshops and classes in areas addressing needs expressed by local business owners that will provide value to their ongoing growth and success. Examples include integrating social media and technology in marketing, targeting and marketing, accounting and finance, etc.*

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In addition to the scope of work listed above, the Chamber further agrees, through its partnership with the Town, to perform the following functions:

- a. The Town Manager will assign a senior staff member to represent the Town's interests working closely with the Chamber Director and Board of Directors.*
- b. Be available to give quarterly reports to the Chino Valley Town Council.

- c. Upon request, the Chamber Board will participate in an annual joint meeting with the Town Council.
- d. With the Town, jointly conduct a “Citizen’s Academy” annually.
- e. Upon request, the Chamber Director will meet with new Town Councilmembers, at the CVACC facility to provide the incoming Councilmembers with information about the Chamber’s activities and work on behalf of the Town as set forth in this Agreement and other matters related to the Town’s economic development.
- f. In conjunction with the Town’s technology department, where appropriate, explore the feasibility of the following:
 - 1. Integrating event calendars;
 - 2. Linking websites;
 - 3. Mapping – possibility of using Town data for a) business map, b) street maps
- g. Participate and/or collaborate with various community partners in Town-Sponsored and other Community Events (i.e. 4th of July Celebrations, Halloween and others) in such a manner that fits well with the Chamber’s abilities to best enhance and contribute to the interests of the community.
- h. Where appropriate, participate in Town planning efforts such as General Plan updates and amendments to Town Codes and Ordinances and solicit feedback from the business sector on such proposed amendments.
- i. As appropriate, provide feedback on project proposals brought before the Town Council for consideration or approval.
- j. As appropriate and as resources are available, work with the Town’s Recreation department to enhance resources and communication facilitate streamlining planning for Town and Chamber events.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.g.

Meeting Date: 05/08/2018
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation, discussion, and possible action regarding the Preliminary Budget for the Fiscal Year Ending June 30, 2019. (Joe Duffy, Finance Director)

Recommended Action: Possible direction to staff.

SITUATION & ANALYSIS:

The Finance Director will provide a presentation on the preliminary budget for Fiscal Year Ending June 30, 2019 and obtain Council input.

Included in the budget is the Official Budget Forms required by the State of Arizona and the detailed Total Expenditure Summary by Department. The Total Expenditure Summary by Department summarizes the changes in the proposed budget compared to the current years budget.

Attachments

State Budget Forms
 Budget Summary by Department

OFFICIAL BUDGET FORMS

Town of Chino Valley

Fiscal Year 2019

Town of Chino Valley
TABLE OF CONTENTS
Fiscal Year 2019

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/Uses and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Town of Chino Valley
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2019

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2018 Adopted/Adjusted Budgeted Expenditures/Expenses*	E	9,129,900	4,692,400	698,000	3,606,500	0	4,973,200	0	23,100,000
2018 Actual Expenditures/Expenses**	E	8,864,600	4,038,600	698,000	1,318,600	0	2,301,300	0	17,221,100
2019 Fund Balance/Net Position at July 1***		5,386,549	755,912	457,014	1,362,236		11,702,774		19,664,485
2019 Primary Property Tax Levy	B	0							0
2019 Secondary Property Tax Levy	B								0
2019 Estimated Revenues Other than Property Taxes	C	9,122,000	4,801,400	0	4,065,000		5,279,000		23,267,400
2019 Other Financing Sources	D	0	0	0	0	0	0	0	0
2019 Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2019 Interfund Transfers In	D	400,000	75,000	849,000	0	0	0	0	1,324,000
2019 Interfund Transfers (Out)	D	75,000	0	0	1,249,000	0	0	0	1,324,000
2019 Reduction for Amounts Not Available:									
LESS: Amounts for Future Debt Retirement:									0
									0
									0
									0
2019 Total Financial Resources Available		14,833,549	5,632,312	1,306,014	4,178,236		16,981,774	0	42,931,885
2019 Budgeted Expenditures/Expenses	E	10,146,800	5,245,200	849,100	2,949,000	0	5,335,100	0	24,525,200

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

2018	2019
\$ 23,100,000	\$ 24,525,200
23,100,000	24,525,200
\$ 23,100,000	\$ 24,525,200
\$	\$

☒ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- * Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
- ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Chino Valley
Tax Levy and Tax Rate Information
Fiscal Year 2019

	2018	2019
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	\$ _____	\$ _____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>3</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2019**

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
GENERAL FUND			
Local taxes			
Sales Taxes	\$ 4,280,000	\$ 4,718,425	4,611,000
Franchise Taxes	123,000	120,422	121,500
Licenses and permits			
Building Permits	225,000	409,882	350,000
Business Licenses	58,000	60,196	60,000
Plan Check Fees	110,000	198,215	150,000
Other Licenses and Permits	14,000	19,648	19,000
Intergovernmental			
State Shared Sales Tax	1,058,000	1,063,037	1,117,000
State Shared Income Tax	1,398,000	1,393,416	1,381,000
Vehicle License Tax	727,500	785,805	784,000
Yavapai County Library Funds	110,000	101,087	102,000
Police Dept Grants	7,500	6,315	7,500
Senior Nutrition Grant	52,000	75,000	75,000
Charges for services			
Engineering Fees	5,000	5,983	5,000
Senior Nutrition Program Fees	16,500	6,423	17,000
Facility Use Fees	23,000	20,177	20,000
Police Report Fees	3,000	3,940	3,500
Aquatic Center Fees	74,000	70,565	73,500
Other Charges for Services	2,500	10,264	10,000
Fines and forfeits			
Animal Control Fees	30,000	29,668	30,000
Library Fines	3,000	3,237	3,500
Court Fines and Forfeitures	128,000	146,857	150,000
Interest on investments			
Interest	10,000	33,884	30,000
Contributions			
Sponsorships	1,000		
Senior Center Thrift Store	1,500	657	1,500
Miscellaneous			
Other Revenues	4,500	20,780	
Total General Fund	\$ 8,465,000	\$ 9,303,883	\$ 9,122,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2019

SOURCE OF REVENUES	ESTIMATED REVENUES 2018	ACTUAL REVENUES* 2018	ESTIMATED REVENUES 2019
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	\$ 920,000	\$ 917,351	899,000
Interest	1,500	4,196	1,500
Miscellaneous	1,500	124,538	2,000
	\$ 923,000	\$ 1,046,085	\$ 902,500
CDBG Grants	\$	\$	\$ 325,000
			\$ 325,000
Miscellaneous Grants	\$ 3,500,000	\$ 3,500,000	3,500,000
	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000
Special Revenue Fund-Court	\$ 14,500	\$ 37,640	14,900
Special Revenue Fund-PD	55,000	34,089	55,000
Lighting Improvement Districts #1, #2, #3	4,000	4,000	4,000
	\$ 73,500	\$ 75,729	\$ 73,900
Total Special Revenue Funds	\$ 4,496,500	\$ 4,621,814	\$ 4,801,400
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	\$	\$	
Capital Improvements Fund	4,621,900	2,465,716	4,004,000
Replacement Fund	11,000	7,379	61,000
	\$ 4,632,900	\$ 2,473,095	\$ 4,065,000
Total Capital Projects Funds	\$ 4,632,900	\$ 2,473,095	\$ 4,065,000
ENTERPRISE FUNDS			
Water Enterprise Fund	\$ 2,665,600	\$ 572,835	2,886,000
Sewer Enterprise Fund	2,365,000	2,214,951	2,393,000
	\$ 5,030,600	\$ 2,787,786	\$ 5,279,000
Total Enterprise Funds	\$ 5,030,600	\$ 2,787,786	\$ 5,279,000
TOTAL ALL FUNDS	\$ 22,625,000	\$ 19,186,578	\$ 23,267,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2019

FUND	OTHER FINANCING 2019		INTERFUND TRANSFERS 2019	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Capital Improvement Fund	\$	\$	\$ 400,000	\$
General Fund				75,000
Total General Fund	\$	\$	\$ 400,000	\$ 75,000
SPECIAL REVENUE FUNDS				
HURF Fund			75,000	
Total Special Revenue Funds	\$	\$	\$ 75,000	\$
DEBT SERVICE FUNDS				
Capital Improvement Fund	\$	\$	\$ 849,000	\$
Total Debt Service Funds	\$	\$	\$ 849,000	\$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	\$	\$	\$	1,249,000
Road Impact Fee Fund				
Total Capital Projects Funds	\$	\$	\$	1,249,000
ENTERPRISE FUNDS				
Water Enterprise	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 1,324,000	\$ 1,324,000

**Town of Chino Valley
Expenditures/Expenses by Fund
Fiscal Year 2019**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
GENERAL FUND				
Prosecutor	\$ 116,100	\$	\$ 116,800	\$ 119,800
Town Clerk	193,800		178,800	247,600
Town Manager	313,000		289,600	383,500
Human Resources	233,000		221,600	252,200
Magistrate Court	279,400		270,700	275,900
Finance	356,200		353,400	372,600
Mgmt Info Systems	285,400		239,800	275,900
Mayor & Council	40,700		34,700	50,200
Planning	208,500		192,200	207,200
Building Inspection	186,700		181,100	193,600
Police	3,174,200		3,165,400	3,423,000
Animal Control	129,100		117,600	124,800
Recreation	112,700		112,700	132,900
Library	329,700		336,000	350,700
Senior Center	317,400		310,500	303,300
Parks	430,300		426,200	491,600
Aquatic Center	215,800		237,300	235,700
Facilities Maintenance	422,100		410,400	508,500
Fleet Maintenance	279,200		241,400	279,100
Engineering	216,500		325,200	373,300
Customer Service	237,600		189,700	295,400
Non-Departmental	612,500		513,500	775,000
Contingency	440,000		400,000	475,000
Total General Fund	\$ 9,129,900	\$	\$ 8,864,600	\$ 10,146,800
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 1,094,900	\$	\$ 973,900	\$ 1,322,700
CDBG Grant				325,000
Miscellaneous Grants Fund	3,500,000		3,000,000	3,500,000
Special Revenue Fund -- Court	38,500		5,700	38,500
Special Revenue Fund -- PD	55,000		55,000	55,000
Lighting Improvement Districts	4,000		4,000	4,000
Total Special Revenue Funds	\$ 4,692,400	\$	\$ 4,038,600	\$ 5,245,200
DEBT SERVICE FUNDS				
Debt Service Fund	\$ 698,000	\$	\$ 698,000	\$ 849,100
Total Debt Service Funds	\$ 698,000	\$	\$ 698,000	\$ 849,100
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	\$ 3,496,500	\$	\$ 1,282,900	\$ 2,889,000
Impact Fees Funds			25,700	
Asset Replacement Fund	110,000		10,000	60,000
Total Capital Projects Funds	\$ 3,606,500	\$	\$ 1,318,600	\$ 2,949,000
ENTERPRISE FUNDS				
Water Enterprise Fund	\$ 2,633,000	\$	\$ 563,600	\$ 2,897,400
Sewer Enterprise Fund	2,340,200		1,737,700	2,437,700
Total Enterprise Funds	\$ 4,973,200	\$	\$ 2,301,300	\$ 5,335,100
TOTAL ALL FUNDS	\$ 23,100,000	\$	\$ 17,221,100	\$ 24,525,200

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2019**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
Prosecutor				
General Fund	\$ 116,100	\$	\$ 113,317	\$ 116,100
Department Total	\$ 116,100	\$	\$ 113,317	\$ 116,100
Town Clerk				
General Fund	\$ 193,800	\$	\$ 189,350	\$ 193,800
Department Total	\$ 193,800	\$	\$ 189,350	\$ 193,800
Town Manager				
General Fund	\$ 313,000	\$	\$ 377,150	\$ 313,000
Department Total	\$ 313,000	\$	\$ 377,150	\$ 313,000
Human Resources				
General Fund	\$ 233,000	\$	\$ 212,000	\$ 233,000
Department Total	\$ 233,000	\$	\$ 212,000	\$ 233,000
Municipal Court				
General Fund	279,400		263,500	279,400
Special Revenue Fund	\$ 38,500	\$	\$ 9,700	\$ 38,500
Department Total	\$ 317,900	\$	\$ 273,200	\$ 317,900
Finance				
General Fund	\$ 356,200	\$	\$ 342,250	\$ 356,200
Department Total	\$ 356,200	\$	\$ 342,250	\$ 356,200
Mgmt Info Systems				
General Fund	\$ 285,400	\$	\$ 290,150	\$ 285,400
Department Total	\$ 285,400	\$	\$ 290,150	\$ 285,400
Mayor and Council				
General Fund	\$ 40,700		35,300	40,700
Department Total	\$ 40,700	\$	\$ 35,300	\$ 40,700
Planning				
General Fund	\$ 208,500	\$	\$ 177,400	\$ 208,500
Department Total	\$ 208,500	\$	\$ 177,400	\$ 208,500
Building Inspection				
General Fund	\$ 186,700		236,640	186,700
Department Total	\$ 186,700	\$	\$ 236,640	\$ 186,700
Police				
General Fund	3,174,200		2,724,800	3,174,200
Impact Fee Fund	\$	\$	\$	\$
Special Revenue Fund	55,000		55,000	55,000
Department Total	\$ 3,229,200	\$	\$ 2,779,800	\$ 3,229,200
Animal Control				
General Fund	\$ 129,100		112,000	129,100
Department Total	\$ 129,100	\$	\$ 112,000	\$ 129,100
Recreation				
General Fund	\$ 112,700	\$	\$ 86,536	\$ 112,700
Impact Fee Fund				
Department Total	\$ 112,700	\$	\$ 86,536	\$ 112,700

**Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2019**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2018	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2018	ACTUAL EXPENDITURES/ EXPENSES* 2018	BUDGETED EXPENDITURES/ EXPENSES 2019
Library				
General Fund	\$ 329,700	\$	\$ 308,250	\$ 329,700
Department Total	\$ 329,700	\$	\$ 308,250	\$ 329,700
Senior Center				
General Fund	\$ 317,400	\$	\$ 265,300	\$ 317,400
Department Total	\$ 317,400	\$	\$ 265,300	\$ 317,400
Parks Maintenance				
General Fund	\$ 430,300	\$	\$ 401,448	\$ 430,300
Department Total	\$ 430,300	\$	\$ 401,448	\$ 430,300
Aquatics Center				
General Fund	\$ 215,800	\$	\$ 257,779	\$ 215,800
Department Total	\$ 215,800	\$	\$ 257,779	\$ 215,800
Facilities Maintenance				
General Fund	\$ 422,100	\$	\$ 356,198	\$ 422,100
Department Total	\$ 422,100	\$	\$ 356,198	\$ 422,100
Fleet Maintenance				
General Fund	\$ 279,200	\$	\$ 251,274	\$ 279,200
Department Total	\$ 279,200	\$	\$ 251,274	\$ 279,200
Engineering				
General Fund	\$ 216,500	\$	\$ 75,750	\$ 216,500
Department Total	\$ 216,500	\$	\$ 75,750	\$ 216,500
Customer Service				
General Fund	\$ 237,600	\$	\$ 101,000	\$ 237,600
Department Total	\$ 237,600	\$	\$ 101,000	\$ 237,600
Non-Departmental				
General Fund	\$ 1,127,500	\$	\$ 900,691	\$ 1,127,500
Debt Service Fund	698,000		398,695	698,000
Capital Improvement Fund	4,619,500		362,000	4,619,500
Grant Fund	3,500,000		3,500,000	3,500,000
Impact Fee Fund	498,000		50,226	498,000
Asset Replacement Fund	110,000		47,500	110,000
Department Total	\$ 10,553,000	\$	\$ 5,259,112	\$ 10,553,000
Water Utilities				
Water Enterprise Fund	\$ 2,633,000	\$	\$ 548,415	\$ 2,633,000
Department Total	\$ 2,633,000	\$	\$ 548,415	\$ 2,633,000
Sewer Utilities				
Sewer Enterprise Fund	\$ 2,340,200	\$	\$ 3,265,595	\$ 2,340,200
Department Total	\$ 2,340,200	\$	\$ 3,265,595	\$ 2,340,200
Roads				
HURF	\$ 1,094,900	\$	\$ 866,100	\$ 1,094,900
Department Total	\$ 1,094,900	\$	\$ 866,100	\$ 1,094,900
Street Lighting Improvement District				
SLID Fund	\$ 4,000	\$	\$ 4,000	\$ 4,000
Department Total	\$ 4,000	\$	\$ 4,000	\$ 4,000
TOTAL ALL DEPARTMENTS	\$ 24,796,000	\$	\$ 17,185,314	\$ 24,796,000

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Full-Time Employees and Personnel Compensation
Fiscal Year 2019

FUND	Full-Time Equivalent (FTE) 2019	Employee Salaries and Hourly Costs 2019	Retirement Costs 2019	Healthcare Costs 2019	Other Benefit Costs 2019	Total Estimated Personnel Compensation 2019
GENERAL FUND	82.5	\$ 4,423,229	\$ 821,639	\$ 713,919	\$ 424,939	= 6,383,726
SPECIAL REVENUE FUNDS						
Highway User Revenue	7.0	\$ 286,854	\$ 32,529	\$ 53,735	\$ 49,267	= 422,385
Total Special Revenue Funds	7.0	\$ 286,854	\$ 32,529	\$ 53,735	\$ 49,267	= 422,385
ENTERPRISE FUNDS						
Water Enterprise Fund	2.5	\$ 130,448	\$ 14,793	\$ 22,514	\$ 14,352	= 182,107
Sewer Enterprise Fund	3.5	\$ 186,578	\$ 21,158	\$ 31,193	\$ 20,492	= 259,421
Total Enterprise Funds	6.0	\$ 317,026	\$ 35,951	\$ 53,707	\$ 34,844	= 441,528
TOTAL ALL FUNDS	95.5	\$ 5,027,109	\$ 890,119	\$ 821,361	\$ 509,050	= 7,247,639

Town of Chino Valley								
Total Expenditure Summary by Department								
	Description	2017-18 Adopted Budget	2017-18 Estimate	2018-19 Adopted Budget	Budget Change	% Change	Summary Budget Changes next Fiscal Year	Impact
GENERAL FUND								
41	PROSECUTOR	116,100	116,800	119,800	3,700	3%		
42	TOWN CLERK	193,800	178,800	247,600	53,800	28%	Election Costs	50,000
43	TOWN MANAGER	313,000	289,600	383,500	70,500	23%	Economic Development Director	24,000
							Explorer Payments	7,000
44	HUMAN RESOURCES	233,000	221,600	252,200	19,200	8%	Additional Paycomm Software	5,000
							Compensation and Class Study	10,000
45	MUNICIPAL COURT	279,400	270,700	275,900	(3,500)	-1%	Bailiff	13,000
46	FINANCE	356,200	353,400	372,600	16,400	5%	Audit	2,000
							Mechant Bank Fees	1,000
							Maint. Office Equipment	1,500
47	MGMT INFORMATION	285,400	239,800	275,900	(9,500)	-3%	Computer Software	7,000
							Computer Hardware	7,000
50	MAYOR AND COUNCIL	40,700	34,700	50,200	9,500	23%	Salary Increase	9,500
55	PLANNING	208,500	192,200	207,200	(1,300)	-1%		
56	BUILDING INSPECTION	186,700	181,100	193,600	6,900	4%	Building Code Update	5,000
60	POLICE	3,174,200	3,165,400	3,423,000	248,800	8%	Vehicle Grant Match	35,000
							Officer Cameras Annual Expense	17,000
							Officer Cameras	46,000
							Automated Gate	7,000
61	ANIMAL CONTROL	129,100	117,600	124,800	(4,300)	-3%		

Town of Chino Valley								
Total Expenditure Summary by Department								
	Description	2017-18 Adopted Budget	2017-18 Estimate	2018-19 Adopted Budget	Budget Change	% Change	Summary Budget Changes next Fiscal Year	Impact
63	RECREATION	112,700	112,700	132,900	20,200	18%	Recreation Programs	5,000
							Fireworks	7,000
							Community Center Door	7,500
64	LIBRARY	329,700	336,000	350,700	21,000	6%	Library Books	2,000
							New Van Payment	5,000
66	SENIOR CENTER	317,400	310,500	303,300	(14,100)	-4%	Food Purchases	4,000
68	PARKS MAINTENANCE	430,300	426,200	491,600	61,300	14%	FT Position	60,000
							Storage Building	5,000
69	AQUATICS CENTER	215,800	237,300	235,700	19,900	9%	PT Aquatic / Life guards	10,000
							Pool Chemicals	9,000
							Storage Shed	2,400
							Lap Lanes	3,000
71	FACILITIES MAINTENANCE	422,100	410,400	508,500	86,400	20%	Electric	4,000
							Memory Park Restrooms	125,000
							Lease Purchase Payments	6,000
73	FLEET MAINTENANCE	279,200	241,400	279,100	(100)	0%		
74	ENGINEERING	216,500	325,200	373,300	156,800	72%	Professional Fees	10,000
							Small Tools/Equipment	5,000
							HURF Overhead	100,000
75	CUSTOMER SERVICE	237,600	189,700	295,400	57,800	24%	Professional Services	3,000
							Cellular Phones	1,800
							Maint. Machinery & Equipment	4,000
							Uniforms	1,000
							Clean Up Campaign	5,000

Town of Chino Valley								
Total Expenditure Summary by Department								
	Description	2017-18 Adopted Budget	2017-18 Estimate	2018-19 Adopted Budget	Budget Change	% Change	Summary Budget Changes next Fiscal Year	Impact
95	NON DEPARTMENTAL	1,127,500	988,500	1,325,000	197,500	18%	Liability Property Insurance	10,000
							Az Department of Revenue	4,500
							Outside Agency Funding	15,000
							Town 50 Year Celebration	10,000
							ADWR Water Application Study	75,000
							Document Management Project	100,000
							Contingencies	35,000
							Peavine Trail/State Land Easement	10,000
TOTAL GENERAL FUND		9,204,900	8,939,599	10,221,799	1,016,899	11%		
HIGHWAY USER REVENUE FUND								
278	ROAD MAINTENANCE	1,094,900	973,900	1,322,700	227,800	21%	Contingencies	9,000
							Lease Purchase Payments	13,500
							Dump Truck Purchase	155,000
WATER ENTERPRISE FUND								
482	WATER UTILITY OPERATI	561,300	491,900	827,600	266,300	47%	Mechant Bank Fees	10,000
							Water Meters	10,000
							Building	100,000
							Country West Well Upgrade	150,000
495	WATER ENTERPRISE FUN	2,071,700	71,700	2,069,800	(1,900)	0%	Water System Acquisition	2,000,000
TOTAL WATER ENTERPRISE FUN		2,633,000	563,600	2,897,400	264,400	10%		
CAPITAL IMPROVEMENT FUND								
590	MISC CAPITAL PROJECTS	4,619,500	2,334,900	4,138,000	(481,500)	-10%	Grant Match	69,000
							Memory Park Expansion	50,000
							Old Home Manor Master Plan	30,000
							Light Ballfields	300,000

Town of Chino Valley								
Total Expenditure Summary by Department								
	Description	2017-18 Adopted Budget	2017-18 Estimate	2018-19 Adopted Budget	Budget Change	% Change	Summary Budget Changes next Fiscal Year	Impact
SEWER ENTERPRISE FUND								
683	SEWER	938,200	835,700	1,038,700	100,500	11%	Contract and Support Services	9,000
							Compliance Monitoring	6,000
							Merchant Bank Card Fees	10,000
							Sludge Disposal Fees	5,000
							Maintenance Sewer Lines	40,000
							Utilities - Electric	7,000
							Chemicals	10,000
							Building	100,000
							Dry Bed Construction	120,000
695	CAP/DEBT CONTINGENCI	1,402,000	902,000	1,399,000	(3,000)	0%	Sewer System Extension	500,000
		2,340,200	1,737,700	2,437,700	97,500	4%		
CDBG GRANT								
590	CDBG GRANT	-	-	325,000	325,000		Current Year Grant	325,000
GRANTS FUND								
7	GRANTS	3,500,000	3,000,000	3,500,000	-	0%		-
DEBT SERVICE FUND								
8	DEBT SERVICE	698,000	698,000	849,100	151,100	22%	2010 Bonds Principal	150,000
SPECIAL REVENUE FUND COURT								
9	SPECIAL REV FUND	38,500	5,700	38,500	-	0%	Baliff Funding to General Fund	13,000
							Security Fencing	25,000
CAPITAL ASSET REPLACEMENT								
10	ASSET REPLACEMENT EXI	110,000	10,000	60,000	(50,000)	-45%		
IMPACT FEE FUNDS								
11	TOTAL IMPACT FEES	498,000	523,700	-	(498,000)	-100%		

Town of Chino Valley								
Total Expenditure Summary by Department								
	Description	2017-18 Adopted Budget	2017-18 Estimate	2018-19 Adopted Budget	Budget Change	% Change	Summary Budget Changes next Fiscal Year	Impact
	SPECIAL REVENUE FUND PD							
	16 VEHICLE IMPOUND EXPE	55,000	55,000	55,000	-	0%		-
	LIGHTING IMPROVEMENT DISTRICTS							
	40 CVSLID	4,000	4,000	4,000	-	0%		-
	TOTAL EXPENDITURES	24,796,000	18,846,099	25,849,200	1,053,200	4%		
	Less Transfers	(1,696,000)	(1,625,000)	(1,324,000)	372,000			
	TOTAL BUDGET	23,100,000	17,221,099	24,525,200	1,425,200			

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

9.a.

Meeting Date: 05/08/2018
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town Manager's Employment Agreement.

RECOMMENDED ACTION:

Approve the Town Manager's Employment Agreement.

Fiscal Impact

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

Attachments

Employment Agreement-Amended

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CECILIA J. GRITTMAN
Amended and Restated May 8, 2018**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Amended Agreement”) is made and entered into May 8, 2018, by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”) and Cecilia J. Grittmann (the “Manager”).

RECITALS

A. The Town and Manager entered into an employment agreement on November 9, 2016 (the “Original Agreement”), to provide certain benefits, to establish certain conditions of employment and to set working conditions for Manager to serve as Interim Town Manager.

B. The Town and Manager entered into a subsequent employment agreement on March 28, 2017, to provide certain benefits, to establish certain conditions of employment and to set working conditions for Manager to serve as Town Manager (the “Revised Agreement”). The Original Agreement and the Revised Agreement are collectively referred to herein as the “Agreement.”

C. It is the desire of the Mayor and Council of the Town of Chino Valley (the “Town Council”) to continue to employ Manager as Town Manager of the Town, as provided by Section 31.20 of the Chino Valley Town Code (the “Town Code”) and to modify the Agreement to increase Manager’s compensation and to provide for revisions to the term of the Agreement.

D. Manager desires to continue her employment as Town Manager of the Town.

E. The parties acknowledge that Manager has agreed to abide by the International City/County Managers Association (“ICMA”) Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are hereby incorporated into and are deemed an integral part of this Amended Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and Manager hereby agree as follows:

1. Town Manager Obligations.

1.1 Duties. Manager shall perform the functions and duties specified for the Town Manager in the Town Code and to perform other legally permissible and proper duties required by law, ordinance or code and functions as the Town Council shall from time to time

assign. The job of Manager is a salaried position for which the work week is not necessarily limited to 40 hours. Moreover, the parties recognize that the Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Manager shall work full time but that she shall be allowed to adjust her office hours as reasonable and necessary to conduct the business and affairs of the Town so that Manager is able, for example, to attend all board meetings and Council meetings. The Town Council recognizes that Manager is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the Town and, to that end, Manager will be allowed to take reasonable time off as she shall deem appropriate during said normal office hours.

1.2 Exclusive Employment. The Town and Manager agree that Manager shall continue her official duties for the Town and, during the term of this Amended Agreement, Manager shall be in the exclusive employ of the Town and shall not accept other employment or carry out any other business except that of the position of the Town Manager unless authorized to do so by the Town Council, in writing, prior to Manager engaging in such other activity; provided, however, that any such additional duties shall be conducted on Manager's vacation time and without the use of Town resources or equipment. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided Manager does not engage in activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from Manager's performance of her job for the Town.

1.3 Residency Requirement. The Town Council believes Manager will be more knowledgeable regarding the needs of the Town and its citizenry and better able to meet those needs if she resides full time within the Tri-City/Yavapai County area as required by Town Code § 31.20(B). Manager agrees to reside within the Tri-City/Yavapai County area on a full time basis at all times while this Amended Agreement is in effect; failure to do so shall be considered good cause for termination.

2. Term. This Amended Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the Town or Manager as set forth below.

3. Termination. Manager serves at the pleasure of the Town Council and may be removed without cause as provided in ARIZ. REV. STAT. § 9-303(C). Nothing in this Amended Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Town Manager at any time. This Amended Agreement may be terminated by the Town with or without cause at any time, subject only to Section 31.20 of the Town Code and the severance provisions set forth in subsection 3.2 below. Manager may terminate this Amended Agreement at any time, with or without cause, upon not less than 60 days' written notice to the Town Council; the Town Council, in its sole discretion, may allow for a shorter notice period.

3.1 Severance With Cause. If the Town Council terminates this Amended Agreement with cause, no severance pay will be paid to Manager unless otherwise approved by

the Town Council in its sole discretion. For the purposes of this Amended Agreement, “with cause” shall mean that the Town Council, at a duly posted public meeting, has determined that Manager has (A) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of her employment when specifically directed to do so by a majority of the Town Council at a duly posted public meeting, (B) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the Town Council may choose to suspend Manager with pay during the pendency of any such prosecution), (C) either in her personal or professional capacity, severely damaged the reputation of the Town or the Town Council, (D) materially failed to perform a significant portion of her duties as the Town Manager as set forth in this Amended Agreement, (E) caused or by gross negligence allowed any practice, activity, decision or organizational circumstance that is either illegal or immoral, (F) violated provisions of the ICMA Code of Ethics, (G) committed malfeasance in office or willful breach or habitual neglect of the duties described in Section 31.20 of the Town Code, (H) committed material act(s) or omission(s) that are recognizable as a conflict of interest under Arizona law, (I) behaved in a manner constituting grounds for termination of a contract under applicable Arizona statutes or case law, or (J) failed consistently to perform the job of Town Manager in a reasonable, professional, and adequate fashion, when such failure continues or reoccurs after 10 days’ written notice that such failure is unacceptable, as determined by a majority of the Town Council voting a public meeting held in compliance with Arizona law.

3.2 Severance Without Cause.

A. Amount of Severance; Conditions. In the event the Town Council terminates this Amended Agreement without cause, Manager shall be entitled to severance pay in an amount equal to six months of her annual base salary, benefits and allowances (including any automobile and cellular telephone allowance granted by the Town Council pursuant to subsection 6.4 below), including pay-out of accrued vacation and sick leave at the then-current rates set forth for all Town employees in the Town’s personnel rules, at the time of such termination. Manager shall not be entitled to additional benefits after the date of termination other than COBRA benefits. Payment of any such severance shall be contingent upon all of the following:

(1) Manager executing a severance agreement acceptable to both parties, which shall include Manager’s (a) full release of the Town and all its agents and employees from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of Manager’s employment or termination of employment with Town, (b) agreement not to initiate or cause to be initiated under any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining to her employment with the Town and (c) acknowledgement that the Town will provide no more than neutral references for Manager, but that the Town may be required to disclose any and all records related to such termination pursuant to a valid request for public records.

(2) Manager making herself reasonably available as needed by the Town for consulting purposes for a period of time equal to the number of months of severance paid.

B. Elements of Severance Without Cause. It shall be deemed severance without cause if, at any time during the term of this Amended Agreement the Town Council (1) reduces Manager's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees, (2) reassigns Manager from the position of Town Manager to another position without her express, written consent, or (3) refuses to comply with a material term of this Amended Agreement within 30 days after written notice from Manager.

C. Termination of Fringe Benefits. If Manager's employment is terminated pursuant to this subsection 3.2, all fringe benefits furnished by Town shall terminate on the date of termination of this Amended Agreement.

3.3. Voluntary Resignation. In the event Manager voluntarily terminates this Amended Agreement for any reason, she shall not be entitled to severance pay, unless otherwise approved by the Town Council in its sole discretion.

3.4 Forced Resignation. In the event of a suggestion, either formal or informal, by one or more members of the Town Council, including the Mayor, that she resign, Manager may require that the Town Council and Manager meet and discuss the matter in an effort to resolve any disagreement or misunderstanding that led to the suggestion of resignation, subject to compliance with the Open Meeting Law and other applicable laws. If Manager resigns following an offer to accept resignation by a majority of the Town Council, whether formal or informal, then she may declare a termination as of the date of the acceptance.

4. Suspension. If the Town Council has made a determination that "for cause" termination is appropriate as set forth in subsection 3.1 above, the Town Council may, in its sole discretion, as an alternative to, or prior to, termination, suspend Manager with or without pay for a period of up to 30 days.

5. Disability. If Manager is permanently disabled or is otherwise unable to fulfill her duties hereunder due to sickness, accident, injury, health or mental incapacity for a period of four consecutive weeks beyond any accrued sick leave, or a minimum of 12 weeks as defined under the Family Medical Leave Act of 1993 (FMLA) should said accrued sick leave be less than 12 weeks, the Town shall have the option to terminate this Amended Agreement; provided, the Town shall pay the full amount of severance pay set forth in Section 3 above. Manager shall, during such disability event, continue to accrue vacation leave and sick leave and receive holiday compensation benefits. A termination due to disability shall not be exercised unreasonably.

6. Compensation.

6.1 Salary. The Town agrees to pay Manager a base salary of \$140,700 for fiscal year 2018-19 for her services rendered pursuant to this Amended Agreement, payable in installments at the same time as other management employees of the Town are paid. In the event Manager has met or exceeded the Town Council's expectations during any fiscal year under this Amended Agreement, as determined according to the performance evaluation criteria set forth in Section 7 below, Manager's base salary shall be increased in each fiscal year (beginning FY 2019-2020) by the same percentage amount approved by the Town Council for other Chino

Valley employees as a merit increase, market adjustment and/or cost of living increase, if any, as part of the Town's annual budget. The Town shall adjust Manager's other benefits in such amounts as are generally provided other Town employees.

6.2 Disability, Health and Life Insurance. The Town agrees to provide and to pay the premiums for major medical insurance and dental insurance for Manager and her dependents in the same percentages that are provided to all other salaried employees of the Town. Except as otherwise provided in this Amended Agreement, Manager shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Town as provided by the Town's policies, Town Code, ordinances, personnel rules and regulations or other practices. The coverages provided for herein shall be subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full time employees of the Town. Additionally, any other coverage that may be added by the Town in the future that is applicable to other full time employees of the Town will be made available to the Manager on the same terms and conditions extended to such other employees and/or their dependents.

6.3 Retirement. Manager shall be entitled to enrollment in the Arizona State Retirement System as provided by Arizona law, and the Town will make payments for such retirement as provided by law.

6.4 Cellular Telephone and Automobile. The Town shall provide Manager a monthly cellular telephone stipend and monthly automobile allowance, which together shall be \$500.00 per month, subject to the conditions below. The sum shall be paid by separate check each month.

A. Cellular Telephone. Manager shall maintain a cellular telephone, with a telephone number published internally in the Town directory, for use in conducting Town business.

B. Automobile. Manager shall retain and maintain a vehicle that is clean, mechanically sound and suitable for such use as may be required for Town business. Manager shall also be responsible for providing insurance coverage on this vehicle in such amounts adequate to provide protection to the Town in the event of an accident while the vehicle is being used for Town purposes. When travel outside of Yavapai County for Town business is required, Manager will be reimbursed at the then-current IRS rate after submission by Manager of a reimbursement request.

6.5 Leave.

A. Vacation Leave. Manager shall be entitled to accrue and use vacation leave at the rate and under the terms and conditions that apply to other Town employees pursuant to the Town of Chino Valley Personnel Policy and Administrative Guideline Manual ("Personnel Manual") with the exception that upon written request by Manager, the Manager shall be paid her accrued but unused vacation time, subject to all IRS and state tax regulations and deductions. Upon termination of employment, the Town shall pay the Manager for her accrued but unused vacation leave.

B. Sick Leave. Manager shall be entitled to accrue and use sick leave, to participate in the sick leave bank, and upon the termination of employment, to be paid for unused sick leave. Manager shall accrue sick leave according to the Personnel Manual. The accrued sick leave hours may be “banked” or converted into vacation time in accordance with the Town’s policies and procedures applicable to other full time employees.

C. Holidays. Manager shall be afforded with paid holidays according to the Personnel Manual in effect at that time.

7. Performance Evaluation. The Town Council shall annually review and evaluate Manager’s performance as far in advance of the adoption of the annual operating budget as practicable, but not later than April 30 each year. Manager’s review and evaluation shall be based upon (i) success at fulfilling the reasonably achievable goals and performance objectives set forth by the Town Council in a goal-setting retreat, (ii) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of Manager’s hiring and firing decisions with respect to individual staff members, (iii) obtainment of additional, reasonably-achievable policy objectives and goals as set forth by a majority of the Town Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget and (iv) professionalism, including manner of addressing the Town Council, preparation of Council agendas and supporting material and preparation and management of the annual budget.

8. Dues and Subscriptions. The Town agrees to budget for and to pay for Manager’s professional dues and subscriptions necessary for her continuation and full participation in national, regional, state and local associations and organizations of which she is currently a member or expected to be a member because of her position as Town Manager, and for other necessary and desirable expenses for her continued professional participation, growth, and advancement, and for the good of the Town, as the Town Council deems appropriate. The Town shall pay for Manager’s dues and membership fees in three such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9. Professional Development.

9.1 Professional Associations. The Town hereby agrees to budget for and to pay for Manager’s travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue her professional development and to adequately pursue necessary official functions for the Town, including but not limited to the ICMA annual conference, the Arizona City/County Management Association conferences, the League of Arizona Cities and Towns annual conference, and such other national, regional, state, and local governmental groups and committees thereof on which Manager serves as a member. The Town shall budget and pay for Manager’s attendance at three conferences held by such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9.2 Continuing Education. The Town also agrees to budget for and to pay for Manager's reasonable travel, registration and subsistence expenses for short courses, institutes and seminars that it deems necessary for her professional development and for the good of the Town. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

10. Expenses. The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by Manager. The Town shall reimburse Manager for reasonable travel, food, lodging and other similar expenses incurred by Manager in the performance of her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. Manager shall be authorized and allowed to use a Town credit card for purposes of charging reasonable business expenses incurred in conducting Town business. Business travel outside of the State of Arizona must be pre-approved in the Town Council's sole discretion and Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Town Council has, in its sole discretion, approved of such out-of-state travel. The Town agrees to (i) reimburse or to pay said general expenses and (ii) authorizes the Finance Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

11. Civic Club Membership. The Town recognizes the desirability of representation in and before local civic and other organizations, and Manager is authorized to become a member of such civic clubs or organizations the Town Council deems necessary and for which the Town shall pay all expenses. Manager shall report to the Town on each membership that she has taken out at the Town's expense.

12. Indemnification. In addition to that required under state and local law, the Town shall defend, save harmless, and indemnify Manager from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as prescribed by the Town Code or separate directions of the Town Council. Except for actions or omissions which are intentional and tortious, or criminal in nature, the Town shall indemnify, defend, and hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of the Manager committed within the course and scope of the Manager's employment. If the Manager engages in actions or omissions which are intentional and tortious or criminal in nature, then the Town may, in the sole discretion of the Town Council, indemnify, defend and/or hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of Manager committed within the course and scope of Manager's employment.

13. Insurance. At all times while this Amended Agreement is in effect, the Town shall maintain in force a professional errors and omissions insurance policy, with policy limits of not less than \$1,000,000, insuring Manager against claims arising out of the performance of the Town Manager's duties within the scope of her employment.

14. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance.

15. Default; Cure. Failure or unreasonable delay by Manager or the Town to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Amended Agreement and, if the breach is not cured within 30 days after written notice thereof from the other party, shall constitute a default under this Amended Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within 15 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity.

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

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

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

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

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

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

20. Further Acts. Each of the parties hereto 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 Amended Agreement.

21. Time of the Essence. Time is of the essence in this Amended Agreement.

22. Assignment. This Amended Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Amended Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective or (ii) on Manager unless and until it has been executed by Manager or her authorized representative.

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

26. Severability. Every provision of this Amended Agreement is and will be construed to be a separate and independent covenant. If any provision in this Amended Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Amended Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Amended Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for

such amendments of this Amended Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Amended Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Amended Agreement can be attained. The Town and its Town Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Amended Agreement.

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

29. Counsel Assistance; Fair Interpretation.

29.1 Counsel for Manager. Manager has either been assisted by counsel in connection with the preparation and execution of this Amended Agreement or has chosen to forego such legal representation despite a recommendation from the Town that Manager seek advice from legal counsel.

29.2 Counsel for Town. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Amended Agreement.

29.3 Fair Interpretation. This Amended Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Amended Agreement.

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

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Amended Agreement on the day and year first set forth above.

“Town”

“Manager”

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Darryl Croft, Mayor

Cecilia J. Gritman

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC