Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, May 9, 2017
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

The Pledge of Allegiance will be led by Elizabeth Vicory as a way to meet a citizen participation requirement for completing her Frontier Girl Liberty Award.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Presentation regarding Head Start programs and services, by Family Advocacy representatives Nancy Meek and Veronica Jarquin.

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 Interim Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

c. Report on recently corrected scrivener's error pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors. (Jami Lewis, Town Clerk)

6. CONSENT AGENDA

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

a. Consideration and possible action to approve Resolution No. 17-1101 authorizing acquisition of drainage, slope, and temporary construction easements from Curt Wells, and Jay and Jeri Willmore, and located on Yavapai County Assessor's Parcels No. 306-03-002M, 306-03-002N, 306-03-002K, 306-03-002Q, 306-03-002O, 306-03-002R, 306-03-002S, needed for the Old Home Manor Right-of-Way Improvements Project. (Phyllis Smiley, Town Attorney)

b. Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the City of Phoenix to provide Chino Valley access to Phoenix's transaction privilege tax data analysis program for data supplied by the Arizona Department of Revenue regarding Chino Valley taxpayers. (Joe Duffy, Finance Director)

c. Consideration and possible action to adopt Resolution No. 17-1100, amending Resolution No. 08-862, Section 2 Purpose of the Parks and Recreation Advisory Board, related to including assistance to Town Staff and event planning and fundraising activities. (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the April 18, 2017 special meeting minutes.

e. Consideration and possible action to accept the April 18, 2017 joint study session minutes.

f. Consideration and possible action to accept the April 25, 2017 regular meeting minutes.

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 Ordinance 17-831, rezoning approximately 2 acres of real property generally located 400 feet West of Road 1 East (Yavapai County APN 306-14-001N) from AR-5 (Agricultural/Residential, 5 acre minimum) to CL (Commercial Light) subject to a condition requiring right-of-way dedication of 25 feet for East Road 3 1/2 North adjacent to the property. (Applicant/Owner: Mike O'Connor-Masse) (Ruth Mayday, Development Services Director)

Recommended Action: Approve Ordinance 17-831, rezoning approximately 2 acres of real property generally located 400 feet West of Road 1 East (Yavapai County APN 306-14-001N) from AR-5 (Agricultural/Residential, 5 acre minimum) to CL (Commercial Light) subject to a condition requiring right-of-way dedication of 25 feet for East Road 3 1/2 North adjacent to the property.

b. Consideration and possible action to approve agreement for professional consulting services with EPS Group for Phase I Master Planning services at Old Home Manor Industrial Park in the amount of $24,300.00. (Ruth Mayday, Development Services Director)

Recommended Action: Approve agreement for professional consulting services between the Town of Chino Valley and EPS Group for Phase I Master Planning services at Old Home Manor Industrial Park in the amount of $24,300.00.

c. Presentation and possible discussion of the Preliminary Budget for the Fiscal Year Ending June 30, 2018. (Joe Duffy, Finance Director)

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 enforcement of Zoning Ordinance No. 13-772 and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position in contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of right-of-way dedication and roadway improvements required from Martin and Pamela Messenger.

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 4th day of May, 2017.

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:	05/09/2017
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Council
Estimated length of Staff Presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Presentation regarding Head Start programs and services, by Family Advocacy representatives Nancy Meek and Veronica Jarquin.

SITUATION & ANALYSIS:

Head Start's Family Advocacy Office has requested to make a presentation to inform Council and Chino Valley families about the Head Start program and its services for qualifying families.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **5.c.**

Meeting Date:	05/09/2017
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Report on recently corrected scrivener's error pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors. (Jami Lewis, Town Clerk)

SITUATION & ANALYSIS:

Town Code § 10.20 grants authority to the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code, UDO, and ordinances, resolutions, and minutes adopted by Council or other public body without the need for re-adoption. Paragraph (C) provides that any such corrections shall be reported within three months of such correction at a regular meeting of the Council.

There is 1 scrivener's correction to report:

1. Resolution No. 16-1091, adopted September 13, 2016, related to acquisition of real property for right-of-way and easement purposes generally located at the intersection of Road 2 North and Road 1 West (Adjacent Ways project) - Corrected a distance in feet in the legal description that was in error.

Attachments

Resolution 16-1091, corrected

RESOLUTION NO. 16-1091

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES; AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires the acquisition of certain real property and temporary construction easement purposes for roadway improvements generally located at the intersection of Road 2 North and Road 1 West (the "Project"), which real property is generally described in Exhibits A and B attached hereto and made a part hereof; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way purposes and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley considered alternatives available, balanced the public good and the private injury resulting from the acquisition of the property, and determined that locating the public improvements on the property results in the greatest public good and the least private injury.

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

1. That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibits A and B, plus any additional real property required for completion of the Project, as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

2. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of September, 2016.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

for Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1091 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 13, 2016, and that quorum was present thereat and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A: Legal Description of Property to be acquired;
2. Exhibit B: Legal Description of Temporary Construction Easement to be acquired.

EXHIBIT A

Description of Property to be Acquired

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast corner of Section 21, from which point the East Quarter corner of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West, along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence South 01°58'06" West, along said westerly right of way line of Road I West, a distance of 35.33 feet;

Thence North 88°06'07" West, a distance of 13.13 feet;

Thence North 09°40'56" West, a distance of 176.54 feet;

Thence North 01°03'01" East, a distance of 27.11 feet;

Thence North 44°40'32" West, a distance of 45.05 feet to a point on the southerly right of way line of Road 2 North as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 28.77 feet;

Thence South 44°40'32" East, a distance of 32.80 feet;

Thence South 01°03'01" West, a distance of 33.66 feet;

Thence South 09°40'56" East, a distance of 142.70 feet to the TRUE POINT OF BEGINNING.

Containing 4,810.66 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-TCE.doc

MAP TO ACCOMPANY LEGAL DESCRIPTION

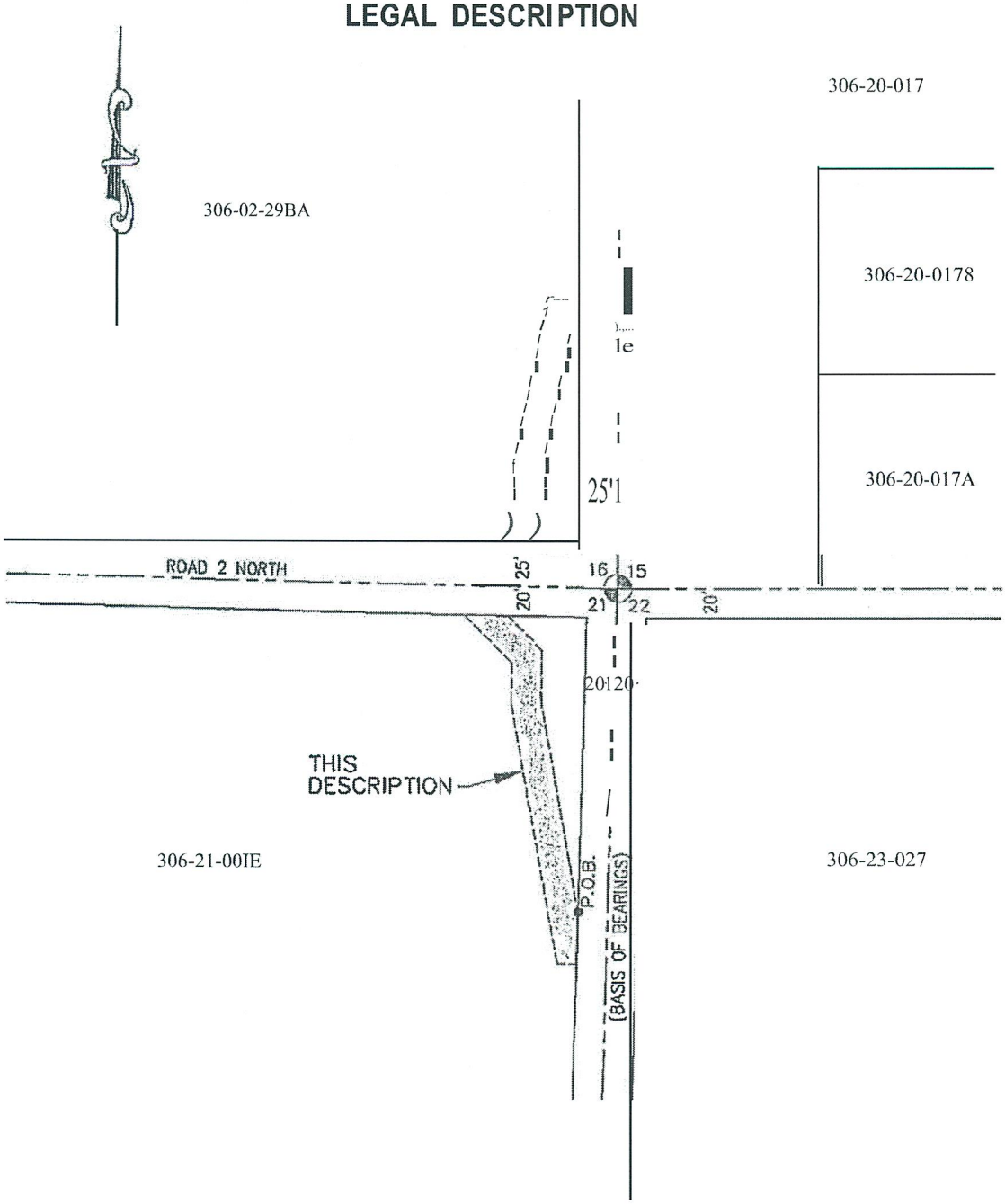


EXHIBIT B

Description of Temporary Construction Easement

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian> Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast comer of Section 21, from which point the East Quarter comer of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West> along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence North 09°40'56" West, a distance of ~~147.70~~ 142.70 * feet;

Thence North 01°03'01" East, a distance of 33.66 feet;

Thence North 44°40'32" West, a distance of 32.80 feet to a point on the southerly right of way line of Road 2 North *as* described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 53.21 feet;

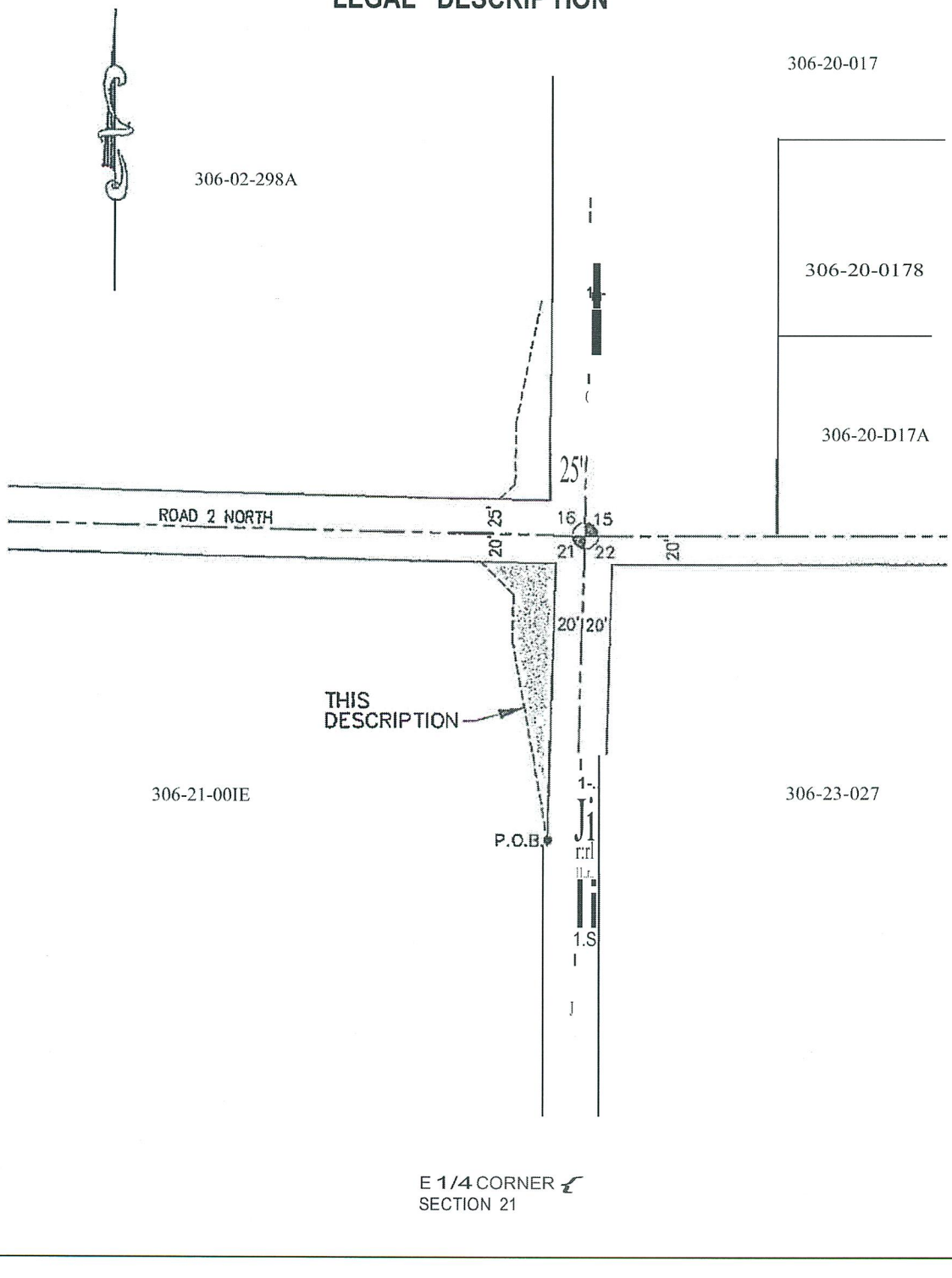
Thence South 01°58'06" West, along said westerly right of way line of Road 1 West, a distance of 196.57 feet to the TRUE POINT OF BEGINNING.

Containing 3,939.11 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-ROW.doc

* Pursuant to Town Code Sect. 10.20 Scrivener's error on Resolution No. 16-1091 was corrected April 25, 2017 and reported to Council on May 9, 2017.

MAP TO ACCOMPANY LEGAL DESCRIPTION



TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.a.**

Meeting Date:	05/09/2017
Contact Person:	Phyllis Smiley, Town Attorney
Department:	Town Attorney
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	E. Road 4 North

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 17-1101 authorizing acquisition of drainage, slope, and temporary construction easements located on Yavapai County Assessor's Parcels No. 306-03-002M, 306-03-002N, 306-03-002K, 306-03-002Q, 306-03-002O, 306-03-002R, 306-03-002S, needed for the Old Home Manor Right-of-Way Improvements Project.

RECOMMENDED ACTION:

Approve Resolution No. 17-1101 authorizing acquisition of drainage, slope, and temporary construction easements located on Yavapai County Assessor's Parcels No. 306-03-002M, 306-03-002N, 306-03-002K, 306-03-002Q, 306-03-002O, 306-03-002R, 306-03-002S, needed for the Old Home Manor Right-of-Way Improvements Project.

SITUATION AND ANALYSIS:

Issue Statement

The Town is currently under way with the Old Home Manor Right-of-Way Improvements Project. The easements authorized by Resolution No. 17-1101 are the last property entitlements required for the project. All of the easements are being dedicated by the property owners, Curt Wells and Jay and Jeri Willmore. The Town Council's approval of the resolution authorizing the acquisition of the easements will allow escrow to close on these acquisitions. Staff recommends approval of the Resolution.

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

Resolution 17-1101

RESOLUTION NO. 17-1101

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR EASEMENT PURPOSES FOR USE AS DRAINAGE, SLOPE AND OTHER PUBLIC USES NOT INCONSISTENT THEREWITH; AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley (the "Town") requires acquisition of certain drainage easements, slope easement and/or temporary construction easements for roadway improvements to Peavine Trail and Colorado Way (the "Project") and pursuant to the Town's Road, Water, and Sewer Lines Infrastructure Improvement Project, which real property is described in Exhibits A-1 through A-9 (the "Property"), attached hereto and made a part hereof; and

WHEREAS, the property owner has expressed a desire to dedicate his portion of the Property to the Town for use for the Project; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the Property is necessary for the Project and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley have considered alternatives available, have balanced the public good and the private injury resulting from the acquisition of the Property and have determined that locating the public improvements on the Property results in the greatest public good and the least private injury and that acceptance of the dedication is in the best interests of the Town;

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

1. That the Mayor, Town Manager and Town Attorney are hereby directed to acquire title to and possession of the easements generally described in Exhibits A-1 through A-9, for public roadway, drainage, retention, slope and other public uses not inconsistent therewith; and

2. That the Mayor and Town Council, accept the dedication (donation) of the Property by the property owner; and

3. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this ___ day of _____, 2017 by the following vote:

AYES: _____ ABSENT: _____

NAYS: _____ ABSTAINED: _____

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. _____ was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on _____, 2017, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A-1 through A-7 – Legal Description of Property to be Acquired - Wells
2. Exhibit A-8 through A-9 - Legal Description of Property to be Acquired - Willmore

EXHIBIT A-1

Description of Property to be Acquired

(Drainage Easement)
APN 306-03-002M and 306-03-002N

EXHIBIT "A"

LAND DESCRIPTION

DRAINAGE EASEMENTS

THOSE PORTIONS OF PARCELS 4, 5, AND 6 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACTS 38, 39, AND 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, AND BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY SOUTH 89° 48' 15" EAST A DISTANCE OF 736.62 TO A POINT ON SAID NORTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE NORTH 00° 11' 45" EAST A DISTANCE OF 67.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 67.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF SAID NORTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 228.06 FEET;

THENCE SOUTH 84° 09' 22" EAST A DISTANCE OF 71.98 FEET;

EXPIRES 09/30/2019

THENCE SOUTH 83° 30' 02" EAST A DISTANCE OF 217.56 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO THE TOWN OF CHINO VALLEY SOUTH 14° 05' 47" EAST A DISTANCE OF 22.17 FEET;

THENCE NORTH 65° 12' 50" WEST A DISTANCE OF 10.05 FEET;

THENCE NORTH 82° 48' 42" WEST A DISTANCE OF 215.82 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 45.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF SAID NORTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY;

THENCE ALONG SAID PARALLEL LINE NORTH 89° 48' 15" WEST A DISTANCE OF 70.00 FEET;

THENCE SOUTH 00° 11' 45" WEST A DISTANCE OF 45.00 FEET TO THE SAID NORTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY;

THENCE ALONG SAID NORTHERLY LINE NORTH 89° 48' 15" WEST A DISTANCE OF 228.06 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 20,211 SQUARE FEET, OR 0.464 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 89° 48' 15" EAST A DISTANCE OF 1,261.78 FEET ALONG NORTHERLY LINE OF THE LAND AS DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, AND BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY, TO THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID WESTERLY LINE SOUTH 14° 05' 47" EAST A DISTANCE OF 51.60 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 4443, PAGE 165,

THENCE ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEDICATION OF PUBLIC ROADWAY NORTH 89° 48' 15" WEST A DISTANCE OF 275.18 FEET TO A POINT ON SAID SOUTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING**;

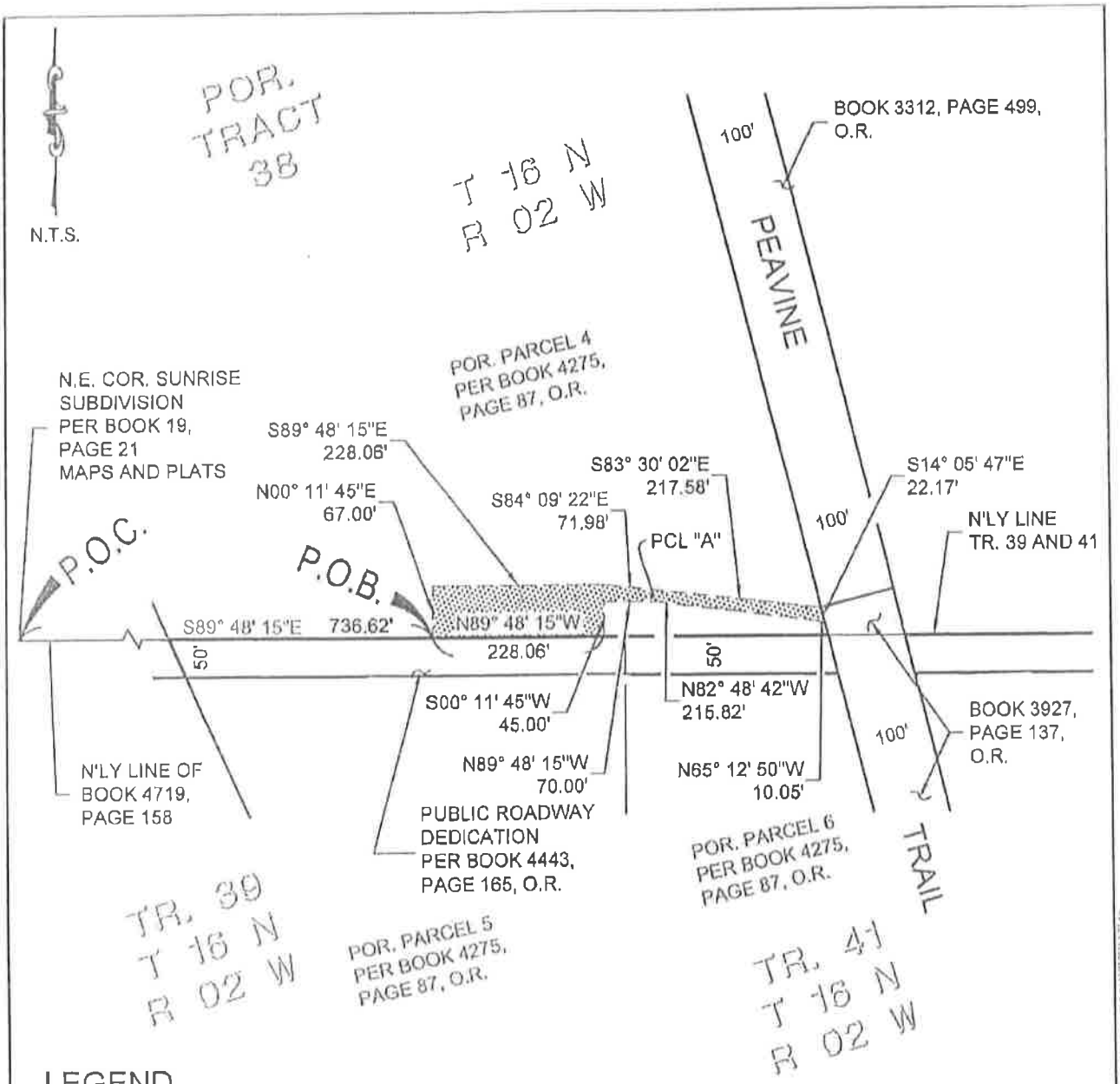
THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89° 48' 15" WEST A DISTANCE OF 349.06 FEET;

THENCE SOUTH 00° 11' 45" WEST A DISTANCE OF 12.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 12.00 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) OF SAID SOUTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 349.06 FEET;

THENCE NORTH 00° 11' 45" EAST A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,189 SQUARE FEET, OR 0.096 ACRES, MORE OR LESS.



LEGEND

PROPOSED PARCEL 'A' DRAINAGE EASEMENT PER THIS DOCUMENT

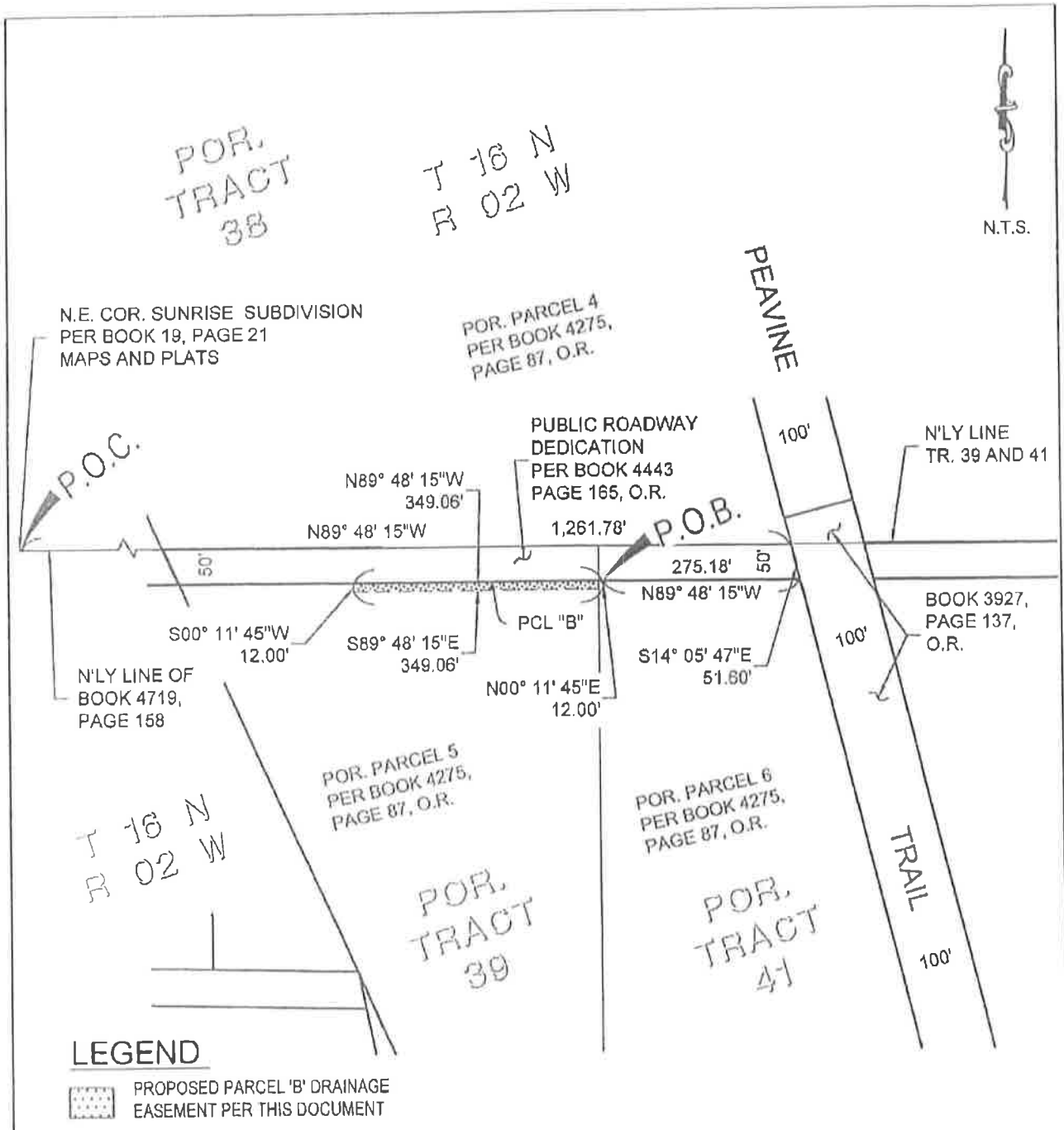
REGISTERED LAND SURVEYOR
51524
KENNETH R. DAVIDSON
ARIZONA U.S.A.
EXPIRES 09/30/2019

CIVTEC engineering inc.
Civil, Water, Wastewater, Drainage, and Transportation Engineering
Construction Management • Surveying
California • Arizona

CHINO VALLEY, AZ

TOWN OF CHINO VALLEY
DRAINAGE EASEMENT
EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 2



REGISTERED LAND SURVEYOR
51524
KENNETH R. DAVIDSON
ARIZONA U.S.A.
EXPIRES 09/30/2019

CIVILTEC
engineering inc.
Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

CHINO VALLEY, AZ

TOWN OF CHINO VALLEY
DRAINAGE EASEMENT
EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 2

EXHIBIT A-2

Description of Property to be Acquired

(Drainage Easement)

APN 306-03-002M

EXHIBIT "A"

LAND DESCRIPTION

DRAINAGE EASEMENT

THAT PORTION OF PARCEL 7 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACT 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 378.35 FEET ALONG THE EASTERLY LINE OF SAID TRACT 41 TO **THE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00° 10' 37" WEST A DISTANCE OF 37.00 FEET;

THENCE SOUTH 24° 05' 38" WEST A DISTANCE OF 14.80 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 6.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 40.73 FEET;

THENCE SOUTH 17° 12' 50" WEST A DISTANCE OF 48.24' FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 18.50 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 37.46 FEET;

THENCE SOUTH 07° 28' 13" WEST A DISTANCE OF 64.87 FEET;

THENCE SOUTH 89° 49' 23" EAST A DISTANCE OF 28.37 TO SAID EASTERLY LINE;

EXPIRES 09/30/2019

THENCE ALONG SAID EASTERLY LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 103.38 FEET;

THENCE NORTH 89° 49' 23" WEST A DISTANCE OF 43.50 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 43.50 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 103.38 FEET;

THENCE NORTH 07° 28' 13" EAST A DISTANCE OF 65.84 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 35.62 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

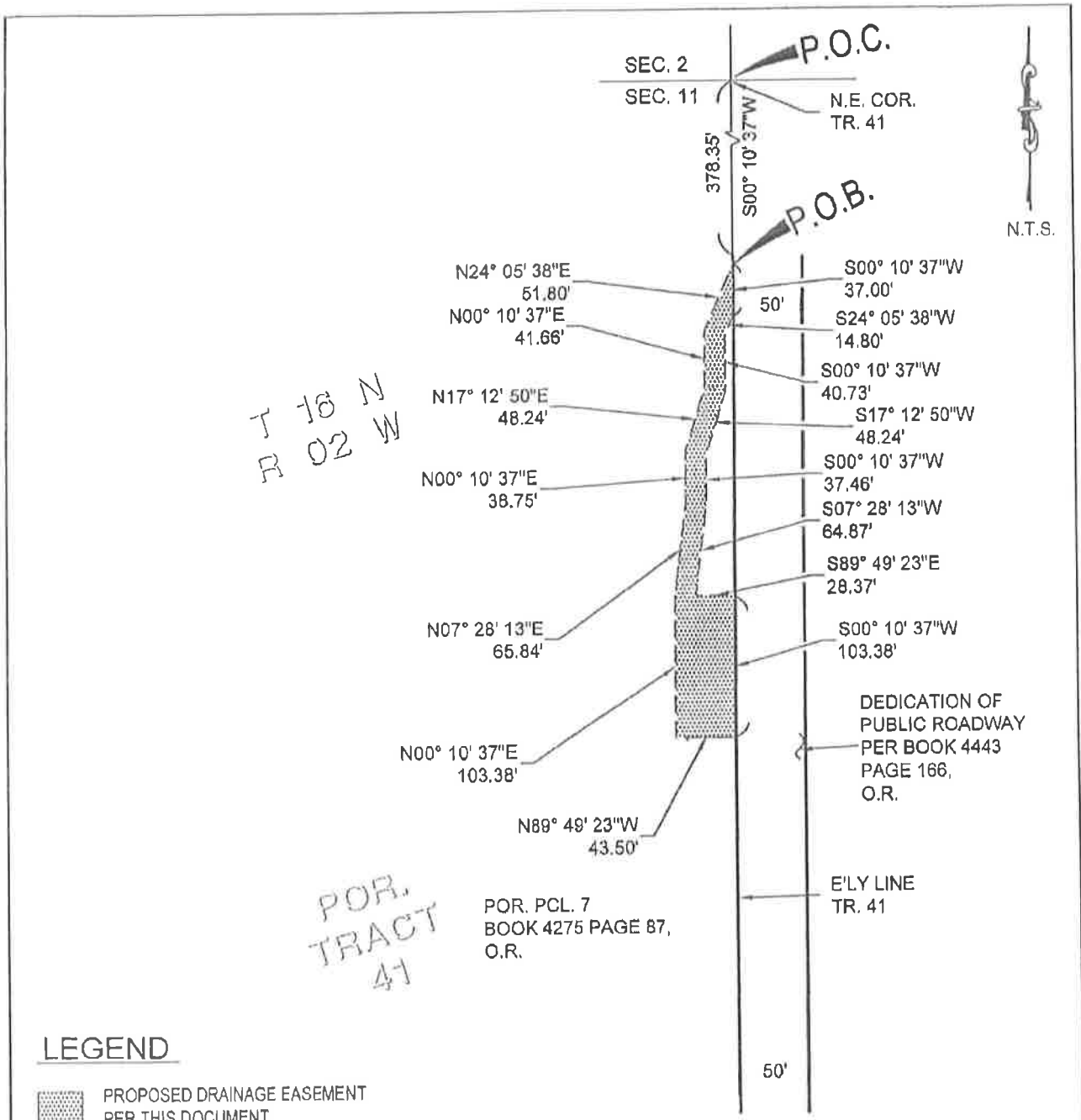
THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 38.75 FEET;

THENCE NORTH 17° 12' 50" EAST A DISTANCE OF 48.24 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 41.66 FEET;

THENCE NORTH 24° 05' 38" EAST A DISTANCE OF 51.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,889 SQUARE FEET, OR 0.181 ACRES, MORE OR LESS.



LEGEND

PROPOSED DRAINAGE EASEMENT
PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
51924
KENNETH R.
DAVIDSON
ARIZONA U.S.A.
EXPIRES 09/30/2019

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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY
DRAINAGE EASEMENT
EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 1

EXHIBIT A-3

Description of Property to be Acquired

(Slope Easement)

APN 306-03-002M

EXHIBIT "A"

LAND DESCRIPTION

SLOPE EASEMENTS

THOSE PORTIONS OF PARCEL 4 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACT 38, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, AND PARCEL 2 OF BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY SOUTH 89° 48' 15" EAST A DISTANCE OF 411.51 TO A POINT ON SAID NORTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 325.14 FEET;

THENCE NORTH 00° 11' 45" EAST A DISTANCE OF 45.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 45.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF SAID NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID PARALLEL LINE NORTH 89° 48' 15" WEST A DISTANCE OF 70.00 FEET;

EXPIRES 09/30/2019

THENCE SOUTH 87° 49' 36" WEST A DISTANCE OF 172.54 FEET;

THENCE SOUTH 65° 36' 21" WEST A DISTANCE OF 91.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 11,860 SQUARE FEET, OR 0.272 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 89° 48' 15" EAST A DISTANCE OF 964.71 FEET ALONG NORTHERLY LINE OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, AND PARCEL 2 OF BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY TO THE **POINT OF BEGINNING.**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 297.07 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID WESTERLY LINE NORTH 14° 05' 47" WEST A DISTANCE OF 15.01 FEET;

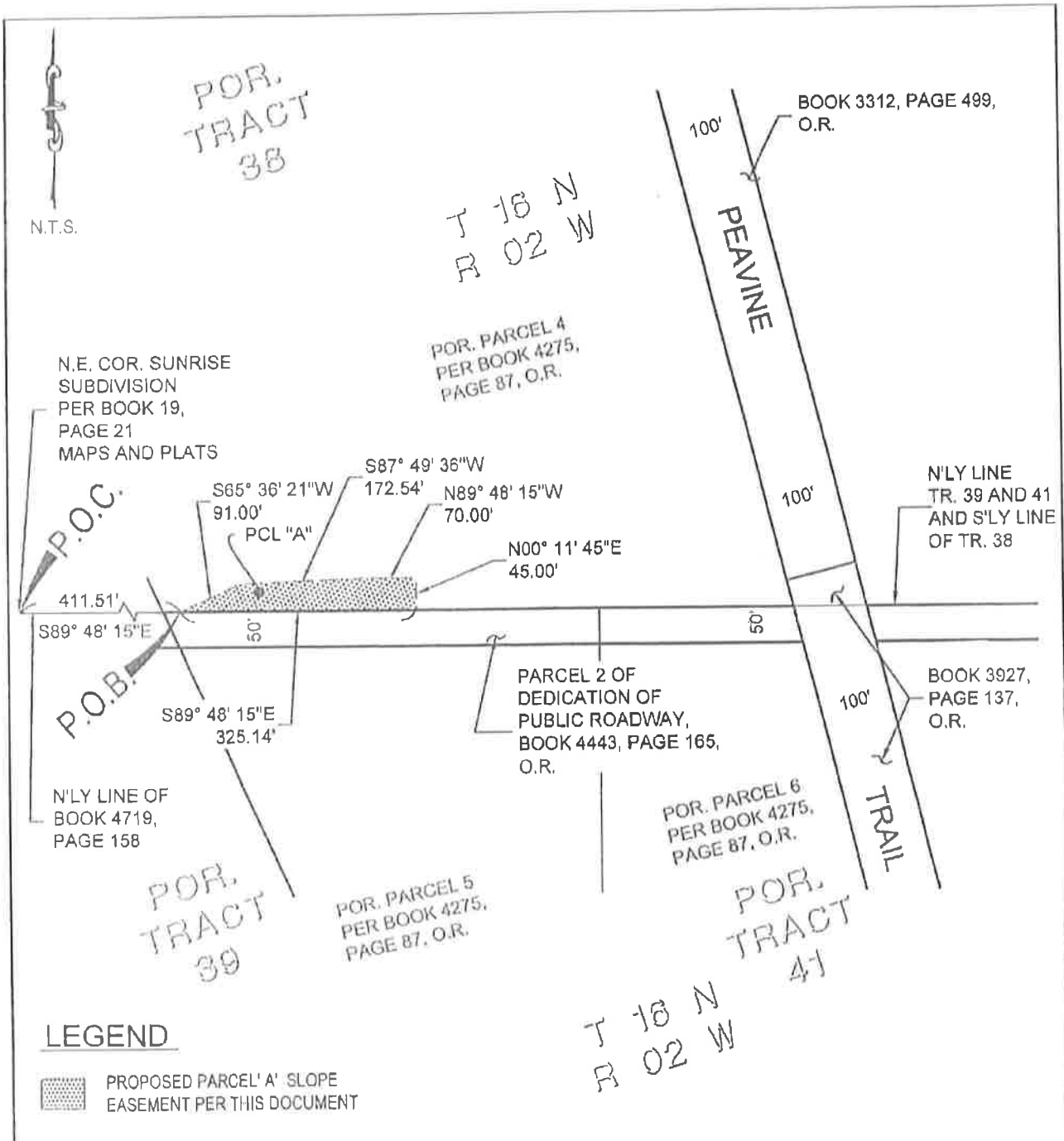
THENCE NORTH 65° 12' 50" WEST A DISTANCE OF 10.05 FEET;

THENCE NORTH 82° 48' 42" WEST A DISTANCE OF 215.82 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 45.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF SAID NORTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 89° 48' 15" WEST A DISTANCE OF 70.00 FEET;

THENCE SOUTH 00° 11' 45" WEST A DISTANCE OF 45.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,155 SQUARE FEET, OR 0.233 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
51524
KENNETH R. DAVIDSON
DATE SIGNED 12-19-16
ARIZONA U.S.A.
EXPIRES 09/30/2019

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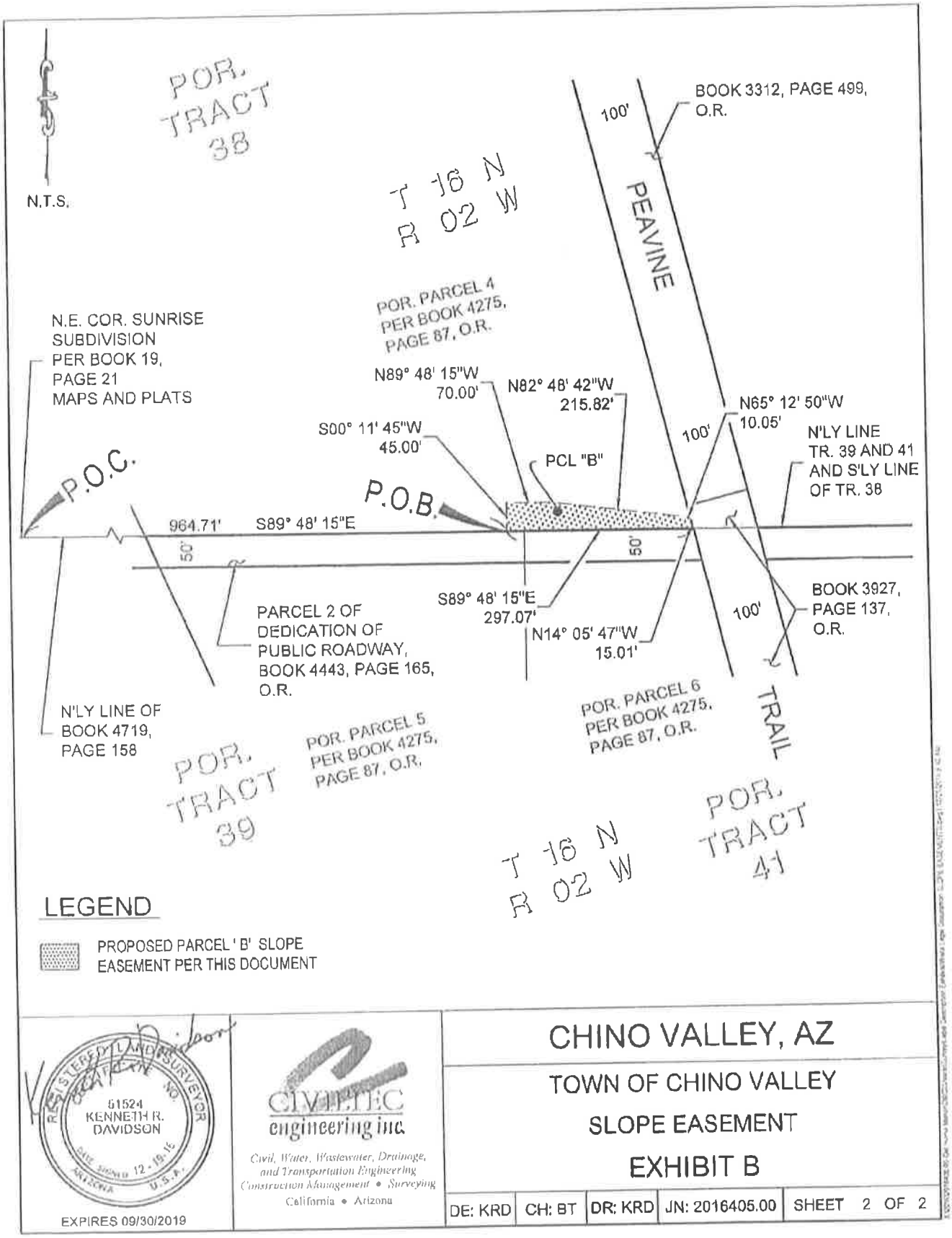
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 2



LEGEND

PROPOSED PARCEL 'B' SLOPE EASEMENT PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
61524
KENNETH R. DAVIDSON
DATE SIGNED 12-19-18
ARIZONA U.S.A.

EXPIRES 09/30/2019

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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 2

EXHIBIT A-4

Description of Property to be Acquired

(Temporary Construction Easement)

APN 306-03-002M and 306-03-002N

EXHIBIT "A"

LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THOSE PORTIONS OF PARCELS 4, 5, AND 6 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACTS 38, 39, AND 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 89° 48' 15" EAST A DISTANCE OF 387.39 FEET ALONG NORTHERLY LINE OF THE LAND AS DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY, TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEDICATION, SAID NORTHEAST CORNER ALSO BEING **THE POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 89° 48' 15" EAST A DISTANCE OF 874.39 FEET ALONG THE NORTHERLY LINE OF PARCEL 2 OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY TO THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

EXPIRES 09/30/2019

THENCE ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CURT AND NANCY WELLS, RECORDED IN BOOK 3312, PAGE 499, OFFICIAL RECORDS OF SAID COUNTY, NORTH 14° 05' 47" WEST A DISTANCE OF 617.08 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 357.28 FEET;

THENCE SOUTH 31° 34' 46" WEST A DISTANCE OF 700.46 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 368,258 SQUARE FEET, OR 8.454 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 89° 48' 15" EAST A DISTANCE OF 1,261.78 FEET ALONG NORTHERLY LINE OF THE LAND DESCRIBED IN DEDICATIONS OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, AND PARCEL 2 OF BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY, TO THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID WESTERLY LINE SOUTH 14° 05' 47" EAST A DISTANCE OF 51.60 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 2 OF SAID DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 4443, PAGE 165, SAID CORNER BEING **THE POINT OF BEGINNING;**

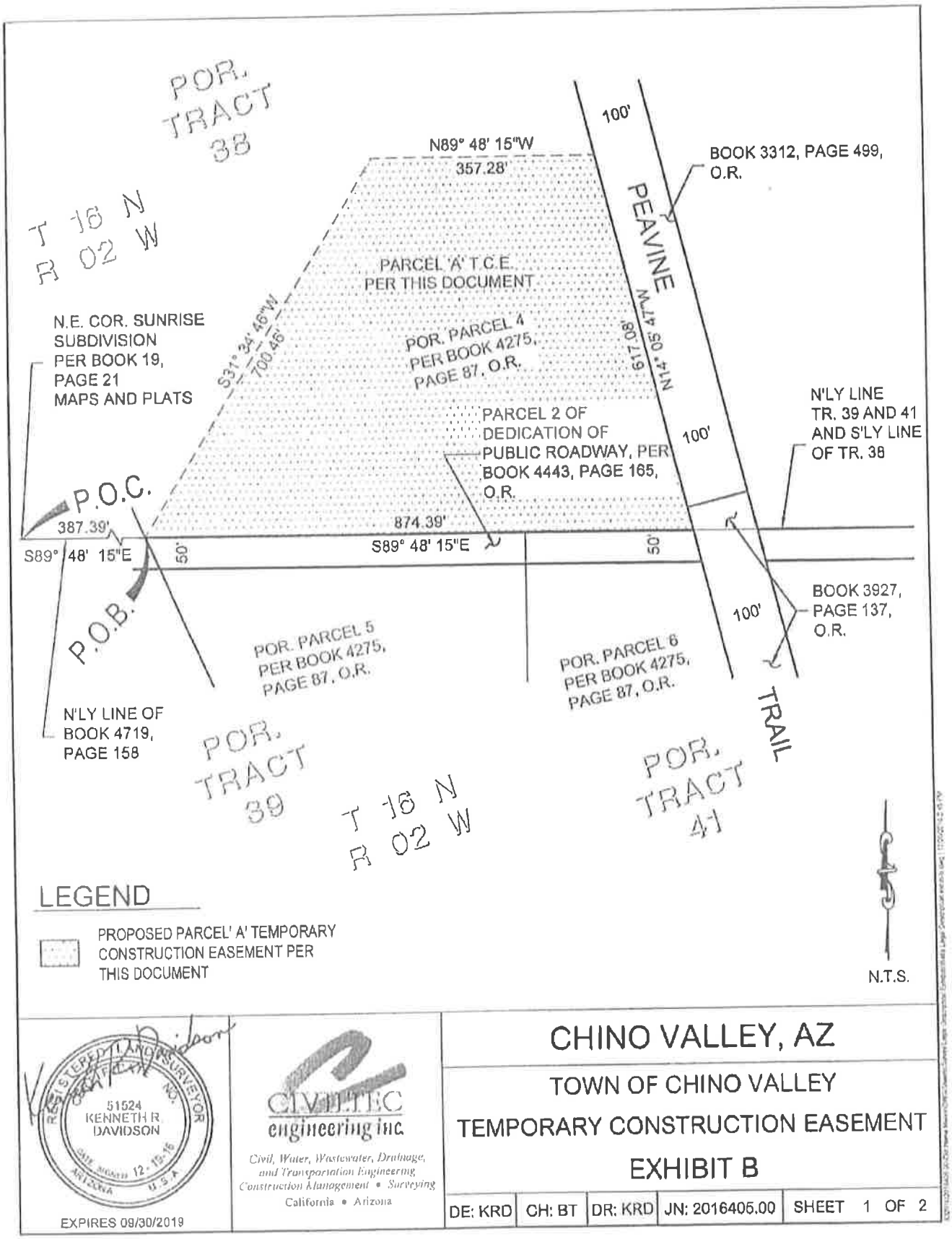
THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 14° 05' 47" EAST A DISTANCE OF 634.64 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 742.27 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 5 IN SAID DEED TO CURT A. WELLS;

THENCE ALONG SAID WESTERLY LINE NORTH 24° 11' 41" WEST A DISTANCE OF 675.27 FEET TO THE SOUTHERLY LINE OF PARCEL 2 OF THE LAND DESCRIBED IN SAID DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 864.45 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 494,068 SQUARE FEET, OR 11.342 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R. DAVIDSON
DATE SIGNED 12-15-16
ARIZONA U.S.A.

EXPIRES 09/30/2019

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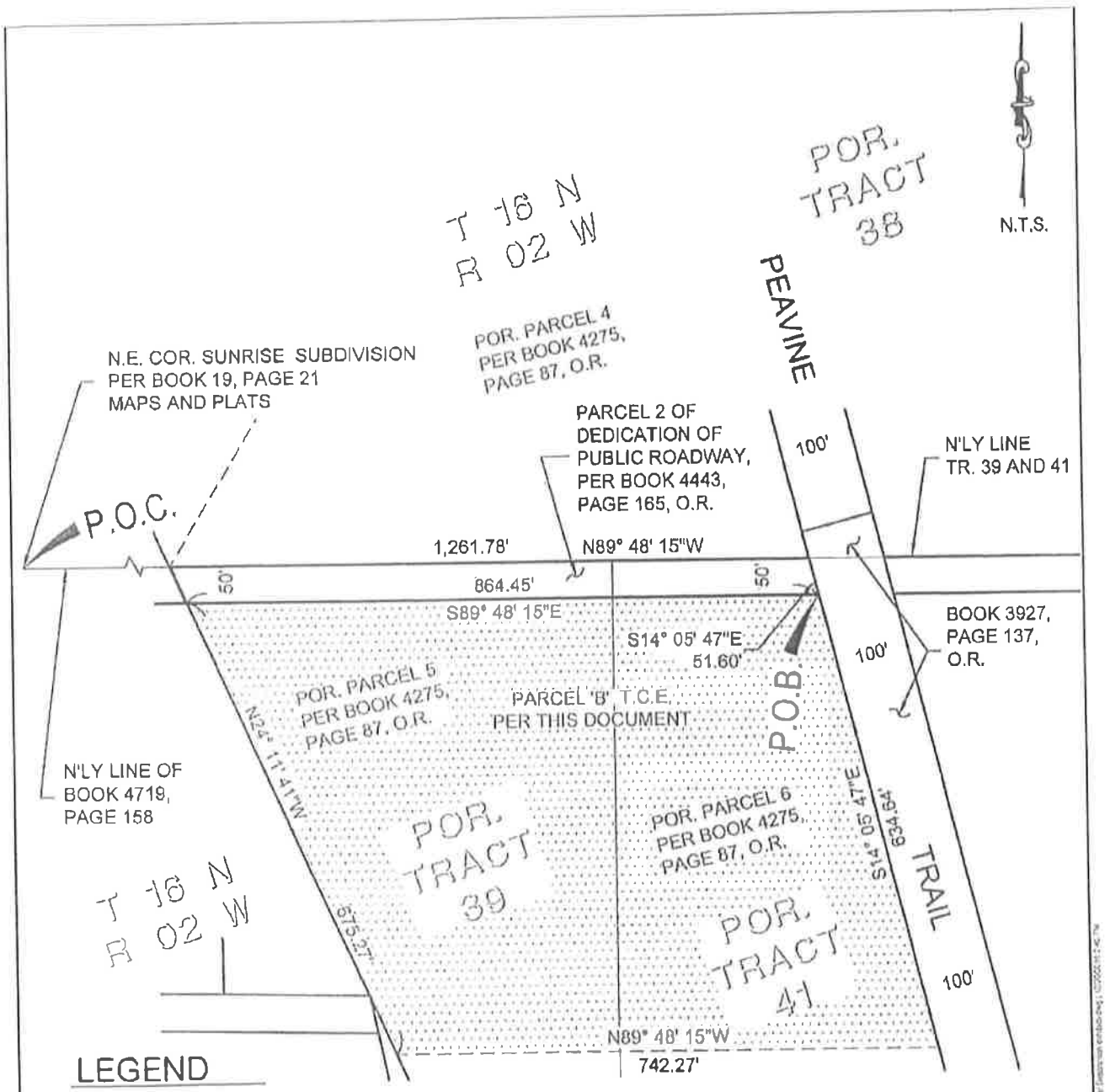
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 2



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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KENNETH R. DAVIDSON
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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 2

EXHIBIT A-5

Description of Property to be Acquired

(Temporary Construction Easement)

APN 306-03-002K

EXHIBIT "A"

LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION PARCEL 7 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACT 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS……

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 2,619.69 FEET ALONG THE EASTERLY LINE OF SAID TRACT 41 TO **THE POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 00° 10' 37" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 194.63 FEET;

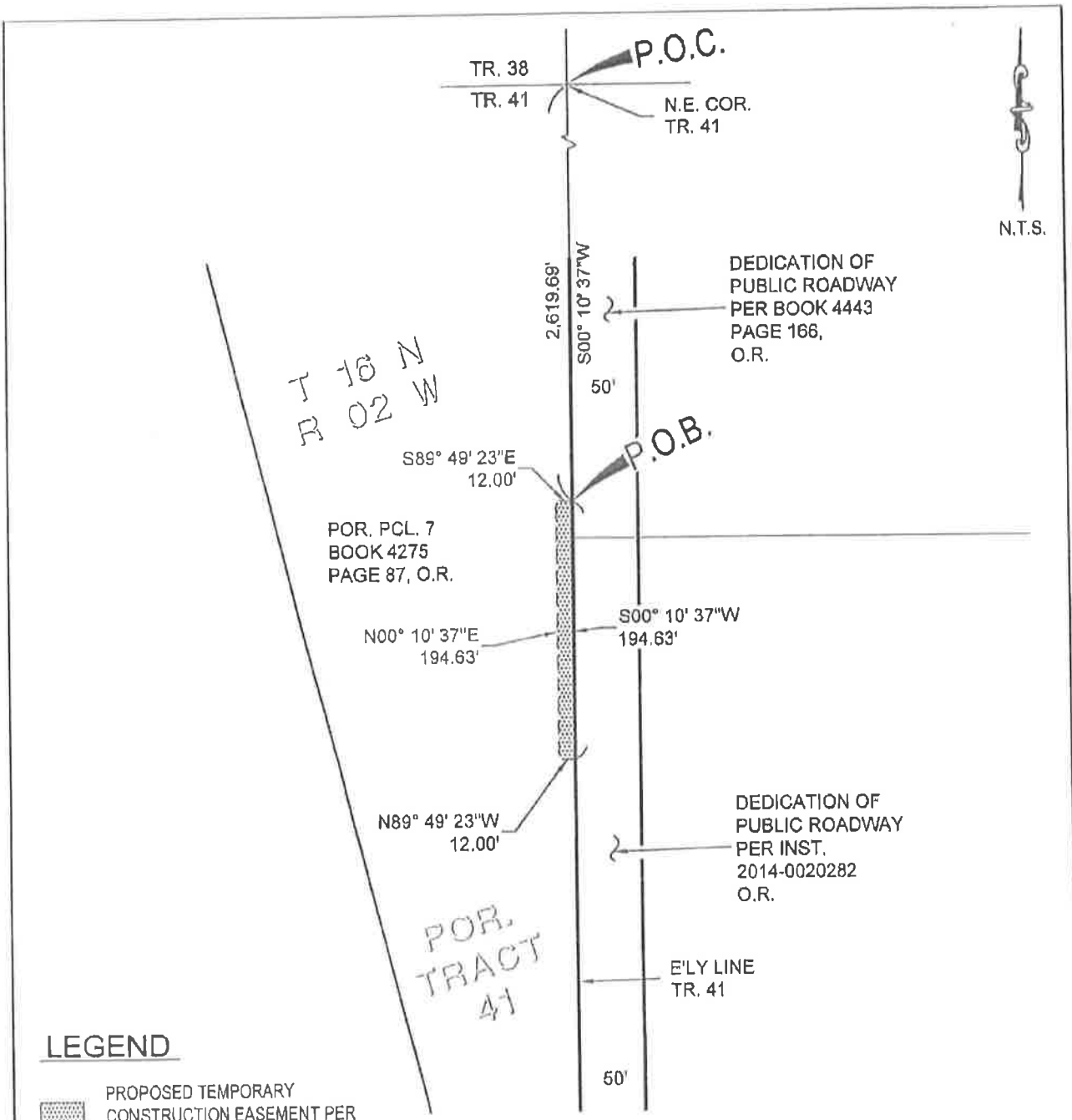
THENCE NORTH 89° 49' 23" WEST A DISTANCE OF 12.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 12.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 194.63 FEET;

THENCE SOUTH 89° 49' 23" EAST A DISTANCE OF 12.00 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 2,336 SQUARE FEET, OR 0.054 ACRES, MORE OR LESS.

EXPIRES 09/30/2019



REGISTERED LAND SURVEYOR
61524
KENNETH R. DAVIDSON
DATE SIGNED 12-19-15
ARIZONA U.S.A.

EXPIRES 09/30/2019

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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 1

EXHIBIT A-6

Description of Property to be Acquired

(Temporary Construction Easement)

APN 306-03-002Q

EXHIBIT "A"

LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF PARCEL 7 OF THE LAND DESCRIBED IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACT 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 415.34 FEET ALONG THE EASTERLY LINE OF SAID TRACT 41 TO A POINT, SAID POINT ALSO BEING **THE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 202.18 FEET;

THENCE NORTH 89° 49' 23" WEST A DISTANCE OF 28.37 FEET;

THENCE NORTH 07° 28' 13" EAST A DISTANCE OF 64.87 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 20.13 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 37.46 FEET;

THENCE NORTH 17° 12' 50" EAST A DISTANCE OF 48.24 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 6.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

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CERTIFICATE NO.
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KENNETH R. DAVIDSON
DATE SIGNED 12-19-16
ARIZONA U.S.A.

EXPIRES 09/30/2019

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 40.73 FEET;

THENCE NORTH 24° 05' 38" EAST A DISTANCE OF 14.80 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 3,202 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 720.90 FEET ALONG THE EASTERLY LINE OF SAID TRACT 41;

THENCE NORTH 89° 49' 23" WEST A DISTANCE OF 43.50 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT 43.50 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE, SAID POINT ALSO BEING **THE POINT OF BEGINNING;**

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 103.38 FEET;

THENCE NORTH 07° 28' 13" EAST A DISTANCE OF 65.84 FEET

THENCE SOUTH 61° 19' 12" WEST A DISTANCE OF 106.22 FEET;

THENCE NORTH 54° 17' 56" WEST A DISTANCE OF 62.91 FEET;

THENCE SOUTH 45° 01' 33" WEST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 35° 38' 57" EAST A DISTANCE OF 95.97 FEET;

THENCE SOUTH 70° 19' 18" EAST A DISTANCE OF 121.95 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 17,110 SQUARE FEET, OR 0.393 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL C

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 720.90 FEET ALONG THE EASTERLY LINE OF SAID TRACT 41 TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 269.68 FEET;

THENCE NORTH 23° 44' 23" WEST A DISTANCE OF 51.80 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

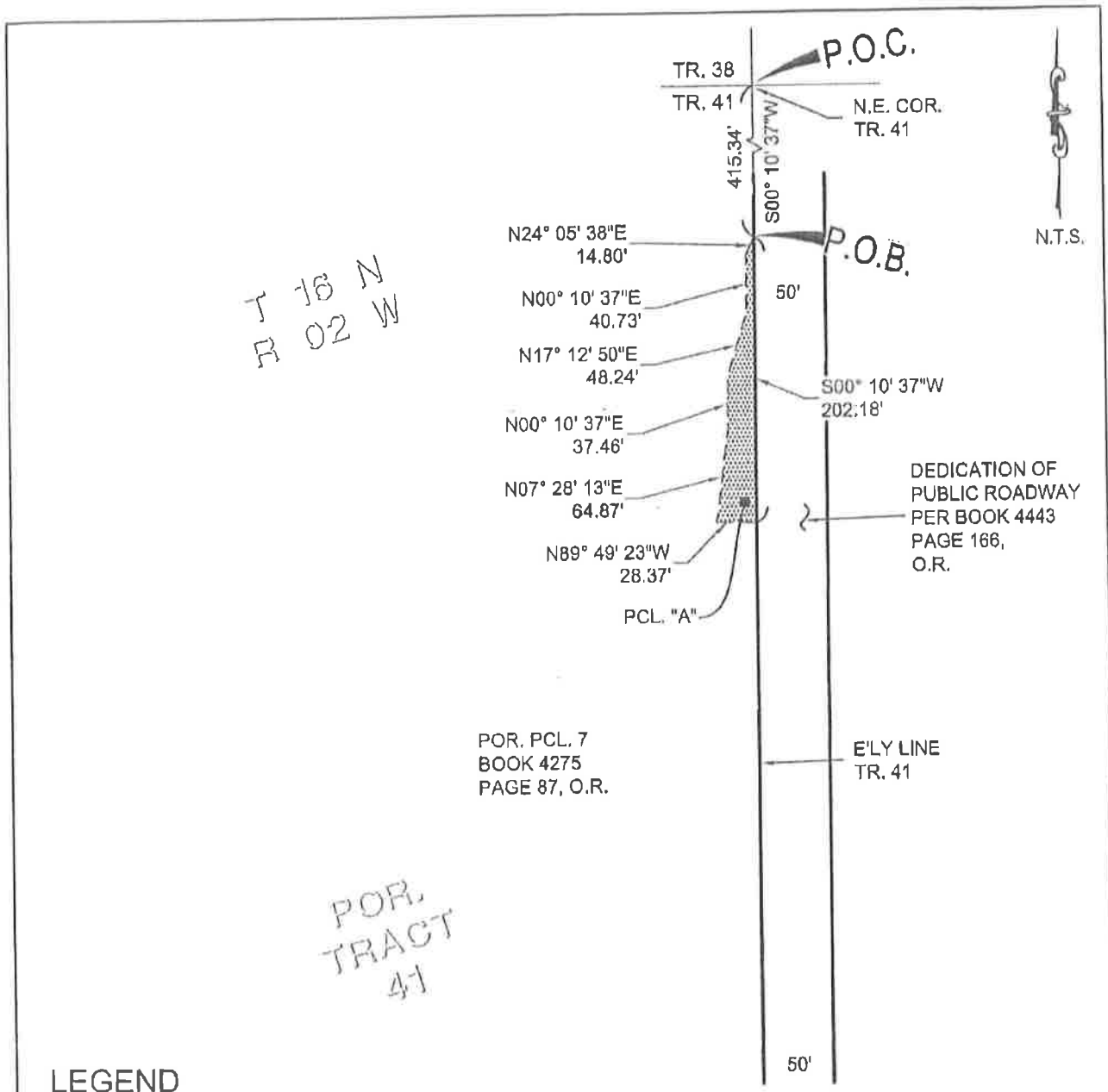
THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 41.66 FEET;

THENCE NORTH 16° 51' 37" WEST A DISTANCE OF 48.24 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 35.13 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 10' 37" EAST A DISTANCE OF 134.55 FEET;

THENCE SOUTH 89° 49' 23" EAST A DISTANCE OF 35.13 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 7,394 SQUARE FEET, OR 0.169 ACRES, MORE OR LESS.



LEGEND

PROPOSED PARCEL 'A' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R. DAVIDSON
DATE SIGNED 12-19-16
ARIZONA U.S.A.

EXPIRES 09/30/2019

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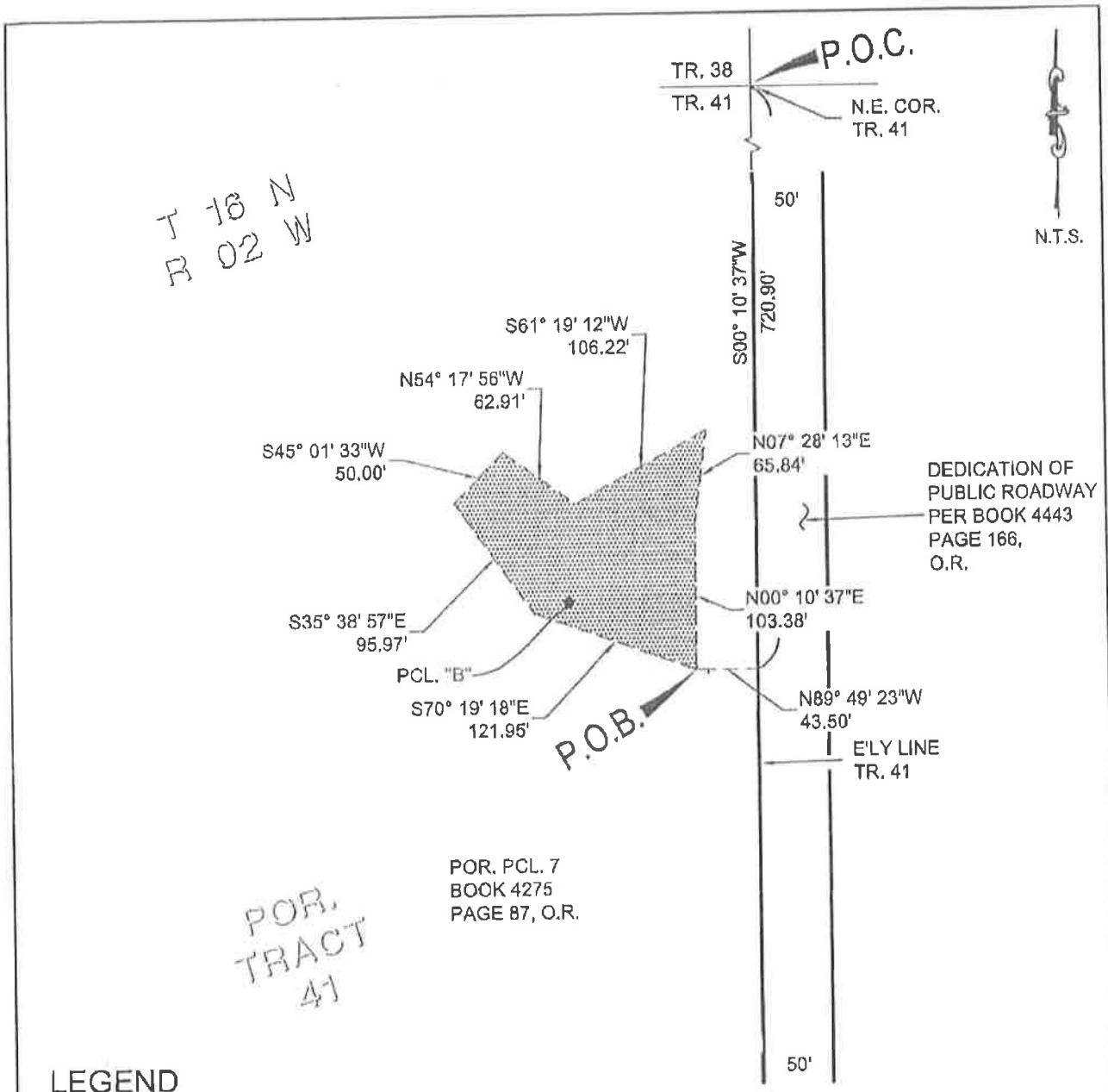
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 3



LEGEND

PROPOSED PARCEL 'B' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R. DAVIDSON
DATE SIGNED 12-18-15
ARIZONA U.S.A.

EXPIRES 09/30/2019

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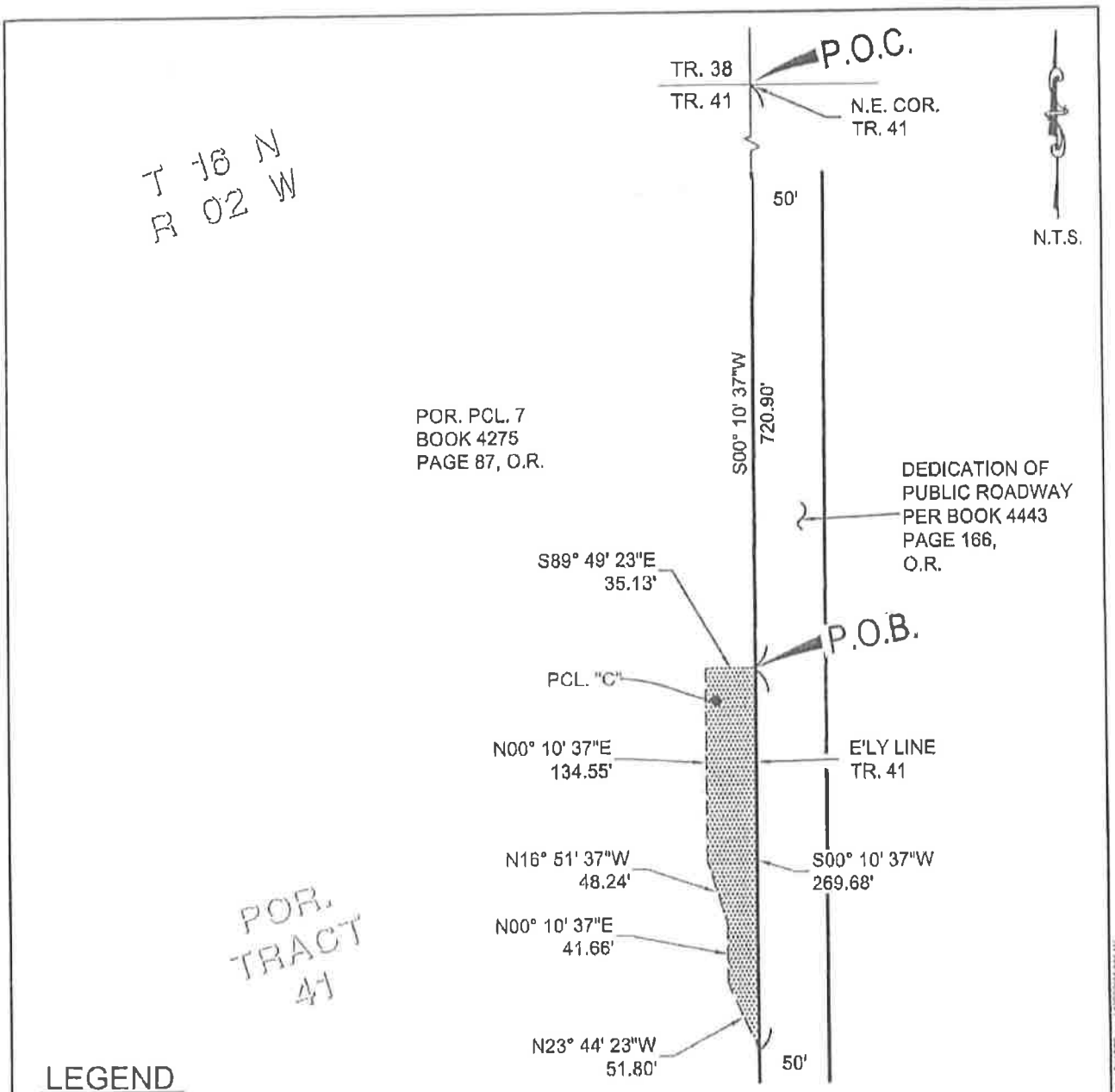
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 3



LEGEND

PROPOSED PARCEL 'C' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
51524
KENNETH R. DAVIDSON
12-19-18
ARIZONA U.S.A.
EXPIRES 09/30/2019

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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 3 OF 3

EXHIBIT A-7

Description of Property to be Acquired

(Temporary Construction Easement)

APN 306-03-002O and 306-03-002Q

EXHIBIT "A"

LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THOSE PORTIONS OF THE LAND DESCRIBED AS PARCELS 4 AND 7 IN DEED TO CURT A. WELLS RECORDED IN BOOK 4275, PAGE 87, OFFICIAL RECORDS, LOCATED IN TRACTS 38 AND 41, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

PARCEL A

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 675.38 FEET ALONG THE NORTHERLY LINE OF SAID TRACT 41 TO **THE POINT OF BEGINNING;**

THENCE CONTINUING NORTH 89° 48' 15" WEST A DISTANCE OF 272.45 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

EXPIRES 09/30/2019

THENCE ALONG SAID EASTERLY LINE NORTH 14° 05' 47" WEST A DISTANCE OF 11.97 FEET;

THENCE SOUTH 79° 48' 15" EAST A DISTANCE OF 20.72 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 8.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF SAID NORTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 255.00 FEET;

THENCE SOUTH 00° 11' 45" WEST A DISTANCE OF 8.00 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 2,223 SQUARE FEET, OR 0.051 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 947.83 FEET ALONG THE NORTHERLY LINE OF SAID TRACT 41 TO THE TO THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 3927, PAGE 137, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID EASTERLY LINE SOUTH 14° 05' 47" EAST A DISTANCE OF 51.60 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 4443, PAGE 165 OF OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 14° 05' 47" EAST A DISTANCE OF 13.56 FEET;

THENCE NORTH 75° 11' 45" EAST A DISTANCE OF 19.88 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 8.00 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) OF THE SOUTHERLY LINE OF SAID PARCEL 1 DEDICATION OF PUBLIC ROADWAY;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 130.00 FEET;

THENCE NORTH 00° 11' 45" EAST A DISTANCE OF 8.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 48' 15" WEST A DISTANCE OF 152.55 TO THE **POINT OF BEGINNING;**

CONTAINING 1,265 SQUARE FEET, OR 0.029 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL C

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 508.86 FEET ALONG THE NORTHERLY LINE OF SAID TRACT 41 TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89° 48' 15" WEST A DISTANCE OF 24.42 FEET;

THENCE NORTH 35° 11' 45" EAST A DISTANCE OF 34.00 FEET;

THENCE SOUTH 54° 48' 15" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 35° 11' 45" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 540 SQUARE FEET, OR 0.012 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL D

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE SOUTH 00° 10' 37" WEST A DISTANCE OF 50.00 ALONG THE EASTERLY LINE OF SAID TRACT 41 TO THE SOUTHEAST CORNER OF PARCEL 1 OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 543.88 FEET ALONG THE SOUTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89° 48' 15" WEST A DISTANCE OF 24.42 FEET;

THENCE SOUTH 35° 11' 45" WEST A DISTANCE OF 57.81 FEET;

THENCE SOUTH 54° 48' 15" EAST A DISTANCE OF 20.00 FEET;

THENCE NORTH 35° 11' 45" EAST A DISTANCE OF 71.82 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,296 SQUARE FEET, OR 0.029 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL E

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 41;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 20.00 FEET ALONG THE NORTHERLY LINE OF SAID TRACT 41;

THENCE NORTH 45° 00' 30" EAST A DISTANCE OF 28.20 FEET TO THE EASTERLY LINE OF SAID TRACT 38;

THENCE SOUTH 00° 09' 12" EAST A DISTANCE OF 20.00 FEET ALONG SAID EASTERLY LINE TO THE **POINT OF BEGINNING.**

CONTAINING 200 SQUARE FEET, OR 0.005 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL F

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 41;

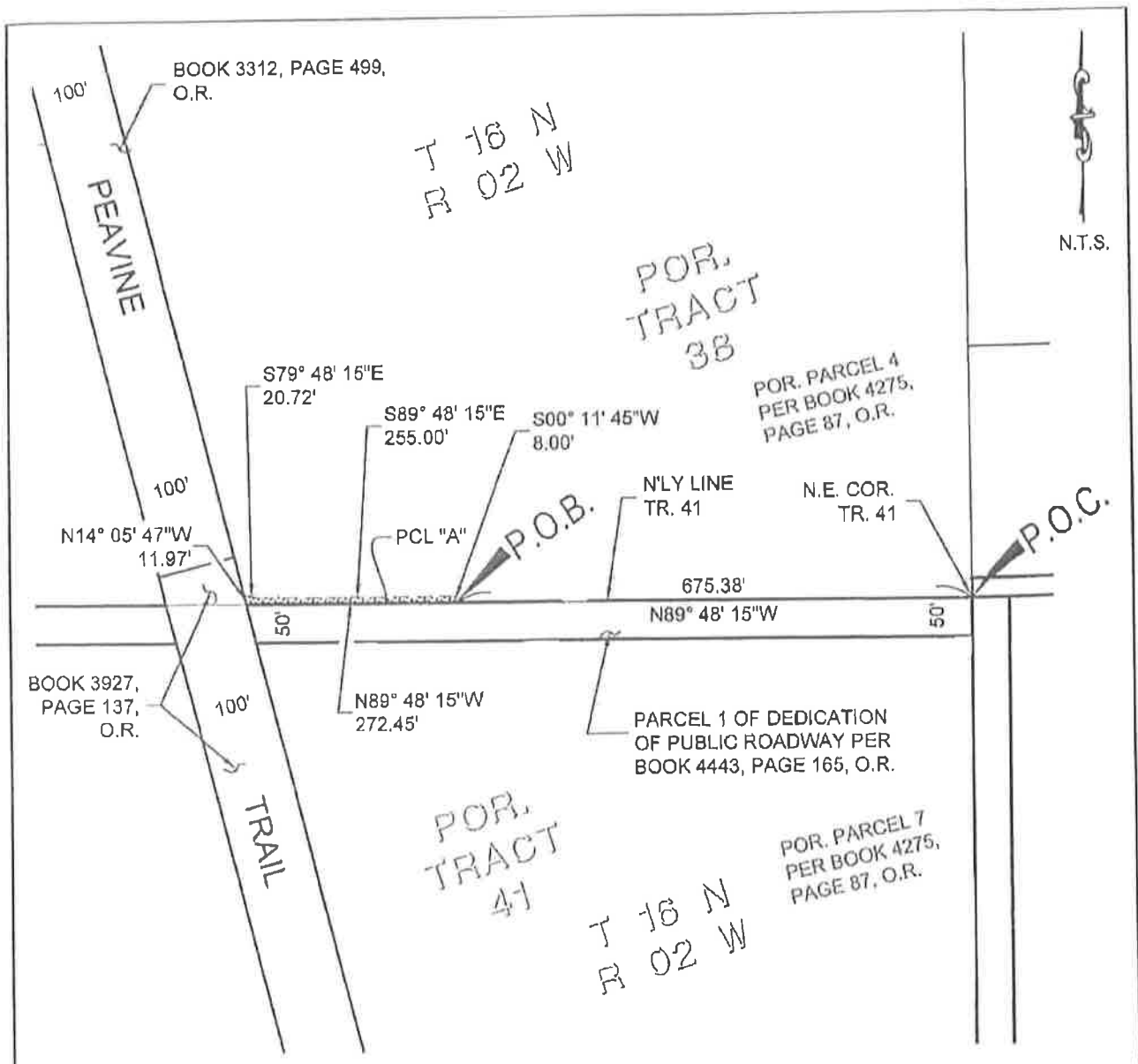
THENCE ALONG THE EASTERLY LINE OF SAID TRACT 41 SOUTH 00° 10' 37" WEST A DISTANCE OF 50.00 TO THE SOUTHEAST CORNER OF PARCEL 1 OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4443, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00° 10' 37" WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 44° 48' 49" WEST A DISTANCE OF 28.29 FEET TO THE SOUTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**

CONTAINING 200 SQUARE FEET, OR 0.005 ACRES, MORE OR LESS.



LEGEND

PROPOSED PARCEL 'A' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
51624
KENNETH R. DAVIDSON
DATE SIGNED 12-19-15
ARIZONA U.S.A.
EXPIRES 09/30/2019

CIVILTEC engineering inc.
Civil, Water, Wastewater, Drainage, and Transportation Engineering
Construction Management • Surveying
California • Arizona

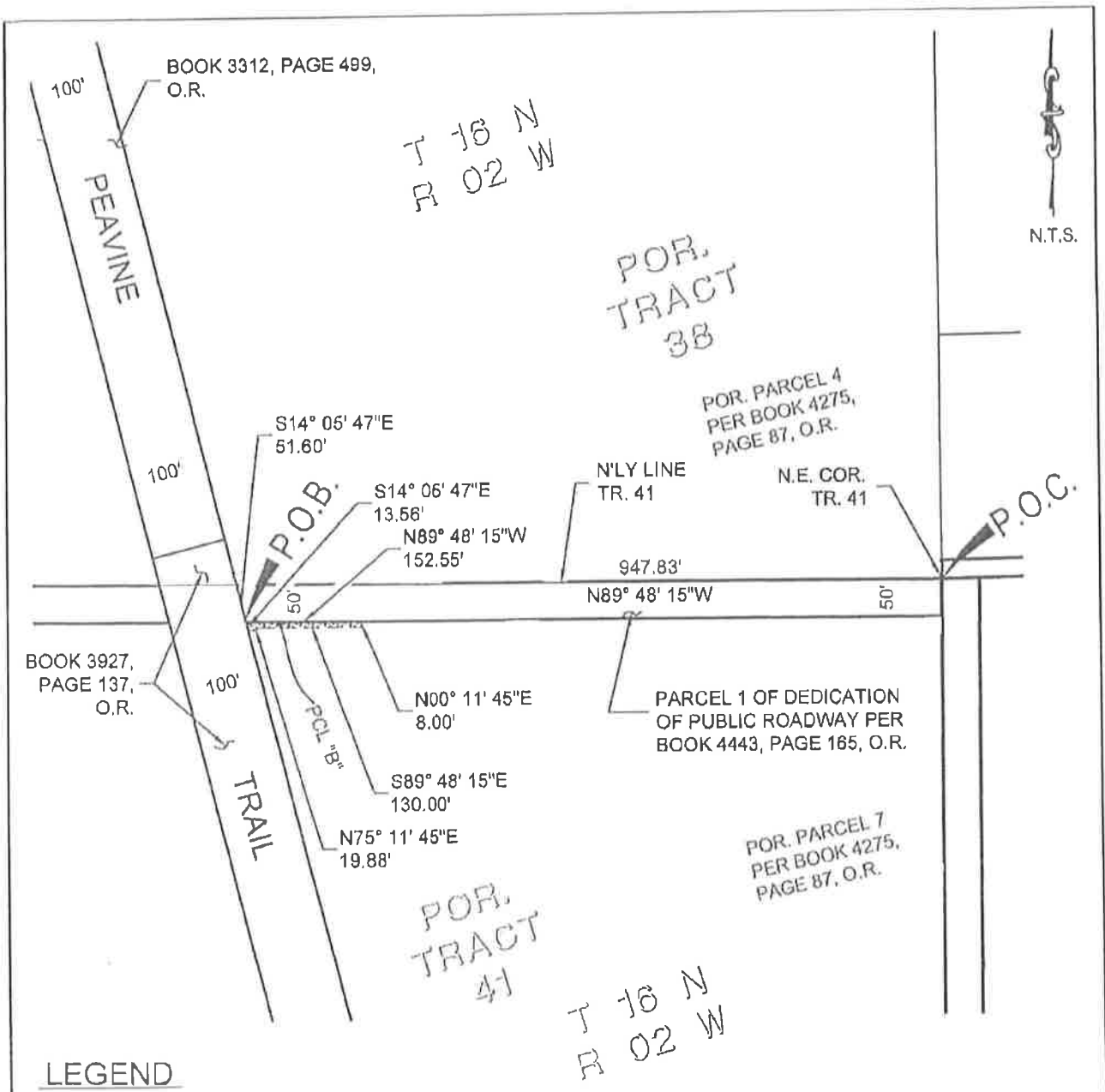
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 6



LEGEND

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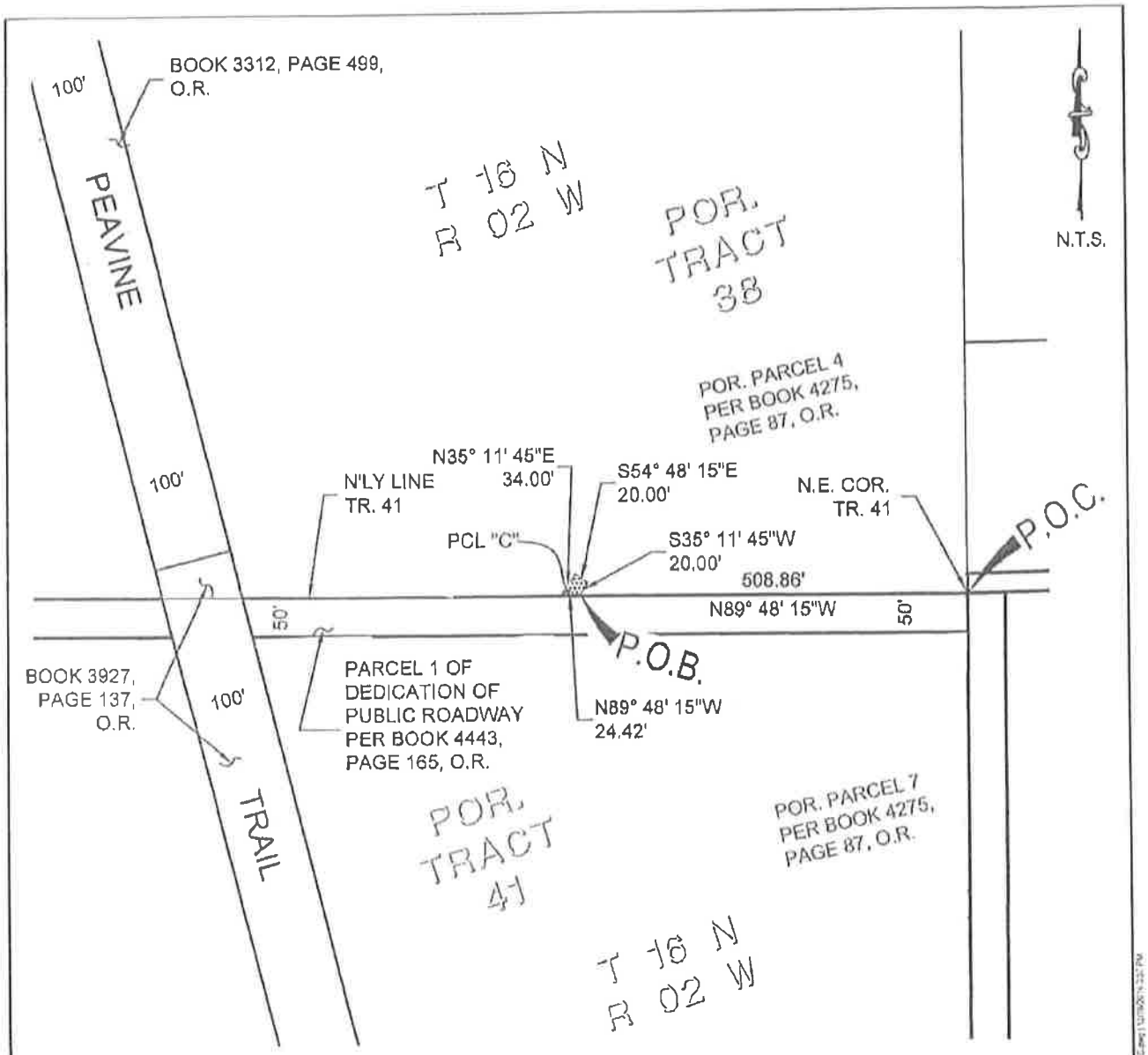
TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 6



LEGEND

PROPOSED PARCEL 'C' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

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KENNETH R. DAVIDSON
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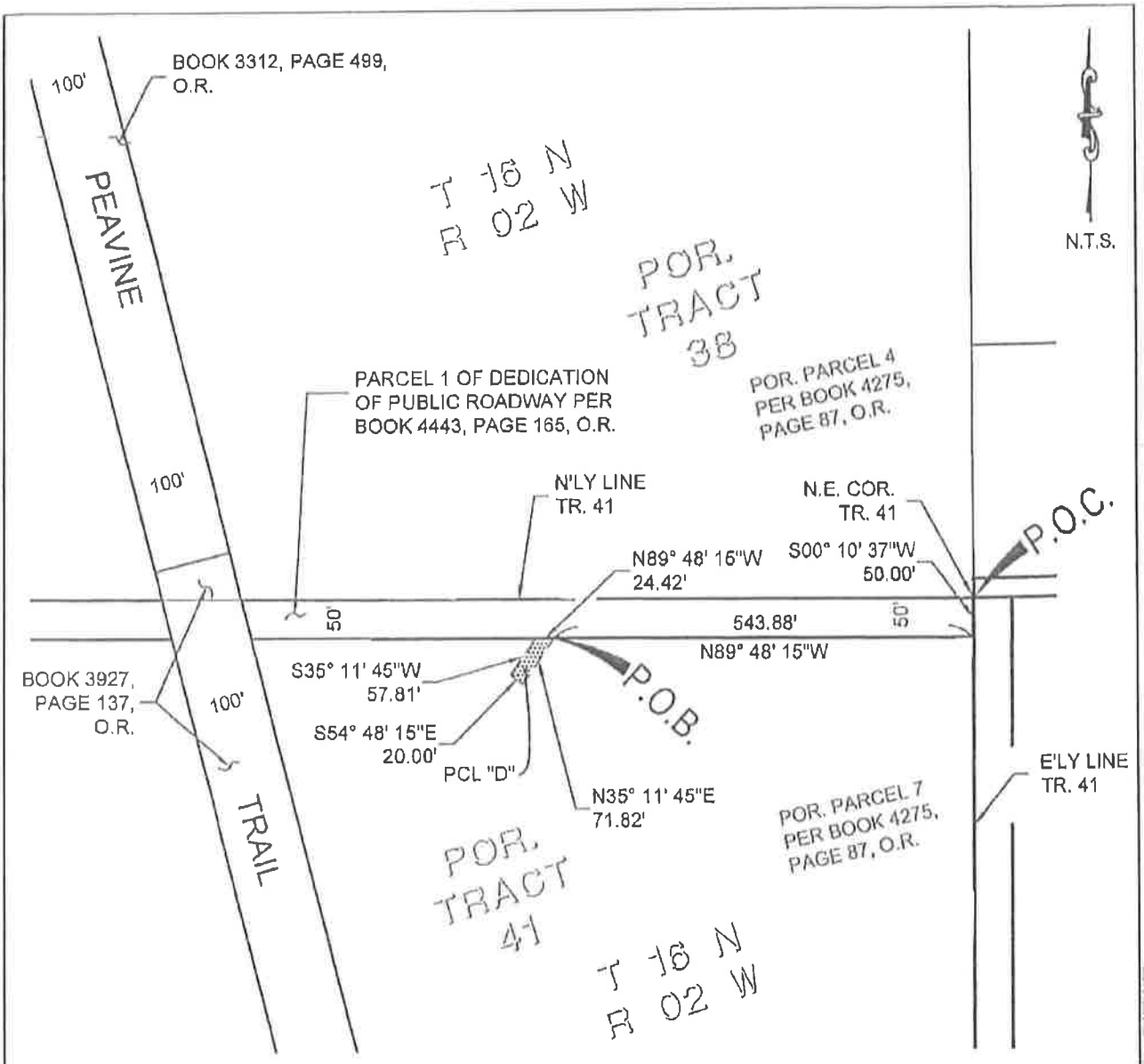
TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 3 OF 6



LEGEND

PROPOSED PARCEL 'D' TEMPORARY CONSTRUCTION EASEMENT PER THIS DOCUMENT

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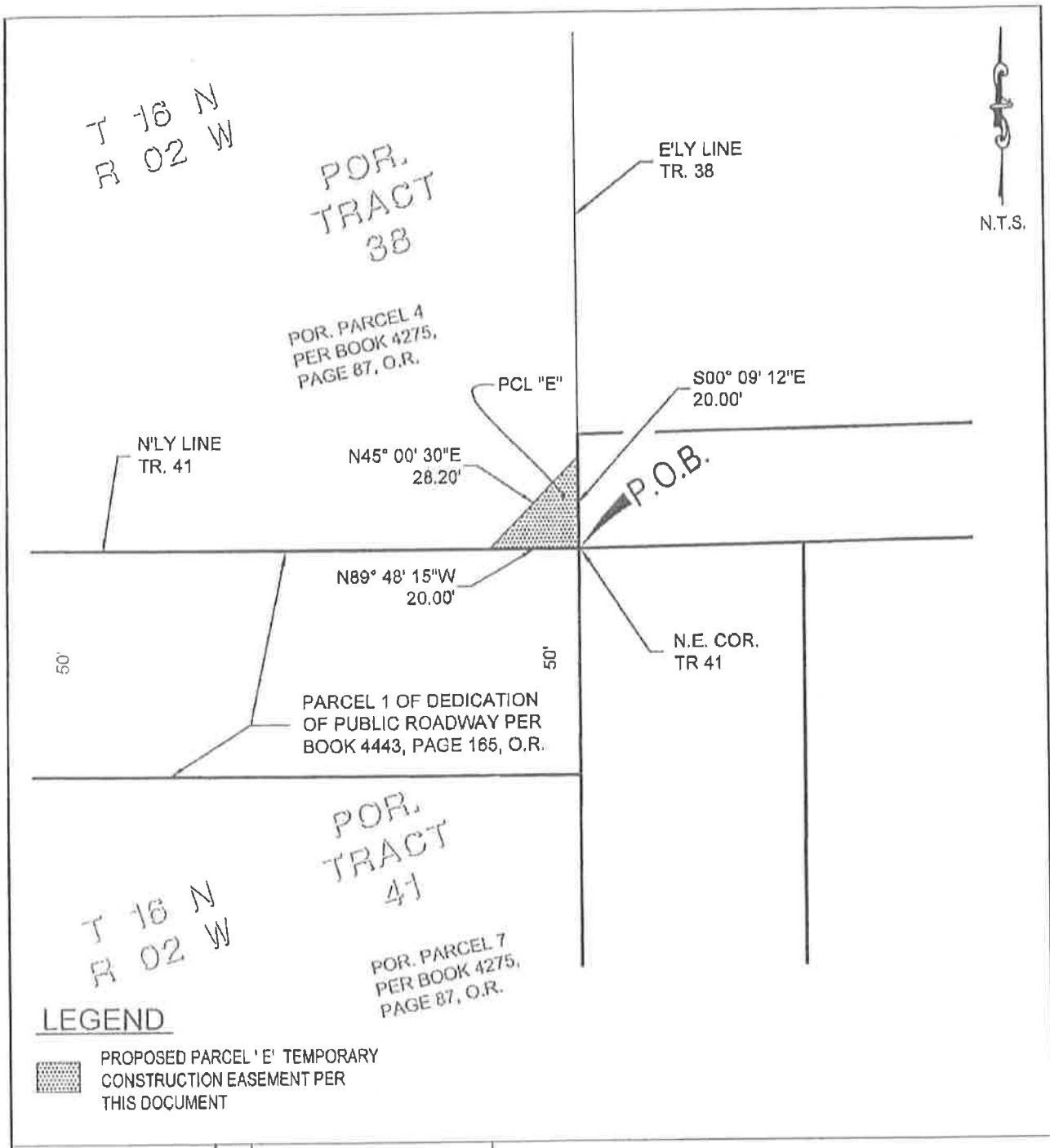
TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 4 OF 6



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EXPIRES 09/30/2019

CIVILTEC engineering inc.

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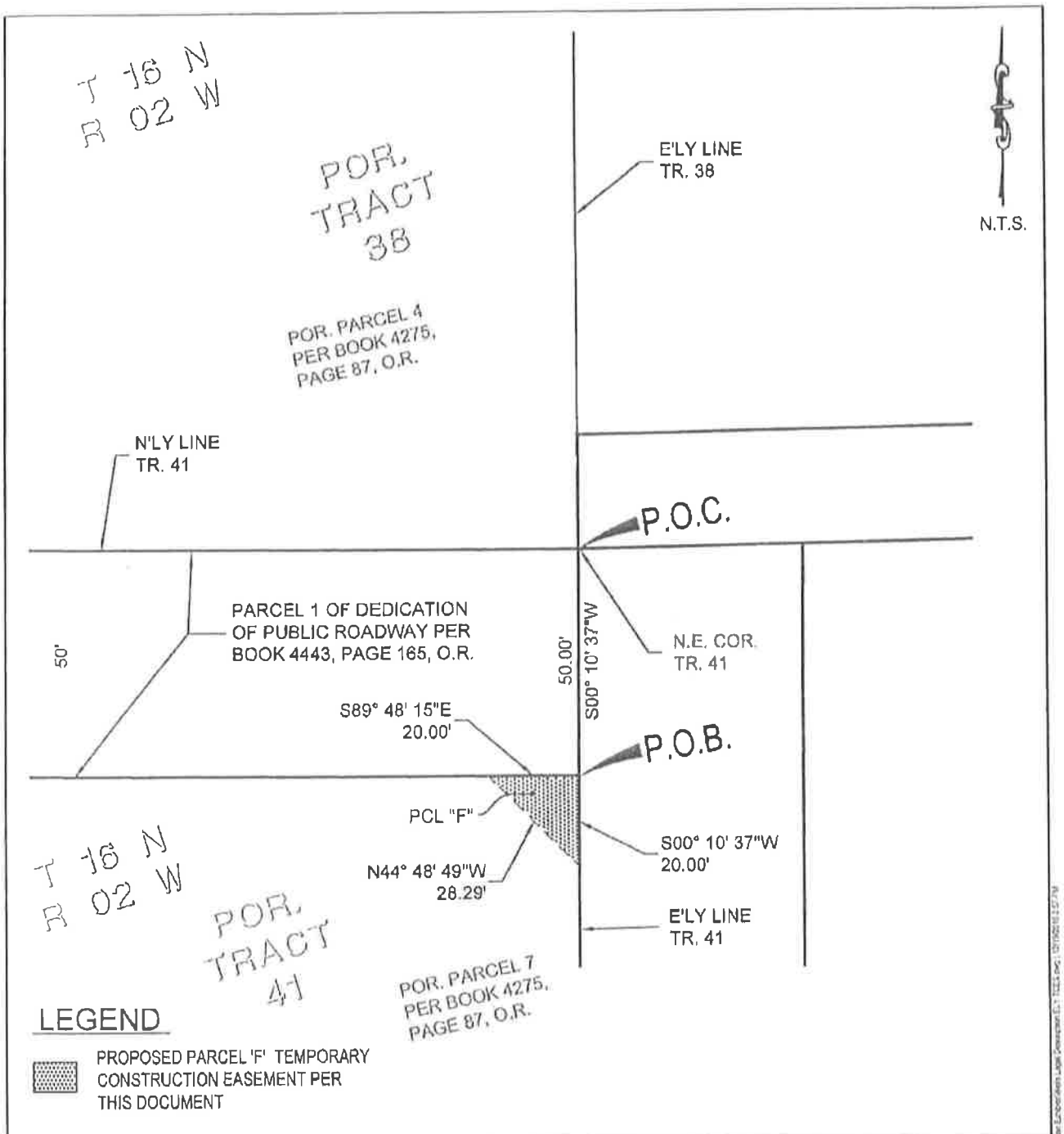
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 5 OF 6



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EXPIRES 09/30/2019

CIVILTEC engineering inc.
Civil, Water, Wastewater, Drainage, and Transportation Engineering
Construction Management • Surveying
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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 6 OF 6

EXHIBIT A-8

Description of Property to be Acquired

(Slope Easement)

APN 306-03-002R and 306-03-002S

EXHIBIT "A"

LAND DESCRIPTION

SLOPE EASEMENTS

THAT PORTION OF THE LAND DESCRIBED IN DEED TO JAY L. AND JERI A. WILLMORE RECORDED IN BOOK 4331, PAGE 960, OFFICIAL RECORDS, LOCATED IN TRACTS 38 AND 39, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED IN PARCELS A, B, C, AND D AS FOLLOWS.....

PARCEL A

BEGINNING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 89° 48' 15" EAST A DISTANCE OF 216.61 FEET ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE), RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 76° 51' 11" WEST A DISTANCE OF 85.38 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 68.91 FEET;

THENCE SOUTH 73° 40' 08" WEST A DISTANCE OF 67.27 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 2,732 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

EXPIRES 09/30/2019

TOGETHER WITH:

PARCEL B

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE), RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY, SOUTH 89° 48' 15" EAST A DISTANCE OF 272.54 FEET TO A POINT ON SAID NORTHERLY LINE, SAID POINT BEING **THE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 114.85 FEET TO THE EASTERLY BOUNDARY LINE OF SAID WILLMORE LAND;

THENCE ALONG SAID EASTERLY BOUNDARY LINE NORTH 24° 11' 41" WEST A DISTANCE OF 9.09 FEET;

THENCE NORTH 76° 32' 06" WEST A DISTANCE OF 13.65 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 46.00 FEET;

THENCE SOUTH 77° 46' 50" WEST A DISTANCE OF 53.06 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 967 SQUARE FEET, OR 0.022 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL C

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 00° 01' 07" EAST A DISTANCE OF 50.00 FEET ALONG THE EASTERLY LINE OF ARIZONA TRAIL (50.00 FEET WIDE) AS SHOWN ON SAID SUBDIVISION TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY, SAID SOUTHWEST CORNER ALSO BEING **THE POINT OF BEGINNING;**

THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY SOUTH 89° 48' 15" EAST A DISTANCE OF 216.43 FEET;

THENCE SOUTH 80° 08' 07" WEST A DISTANCE OF 79.43 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 59.98 FEET;

THENCE NORTH 79° 44' 44" WEST A DISTANCE OF 79.45 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 1,918 SQUARE FEET, OR 0.044 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL D

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 00° 01' 07" EAST A DISTANCE OF 50.00 FEET ALONG THE EASTERLY LINE OF ARIZONA TRAIL (50.00 FEET WIDE) AS SHOWN ON SAID SUBDIVISION TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY SOUTH 89° 48' 15" EAST A DISTANCE OF 253.30 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89° 48' 15" EAST A DISTANCE OF 156.58 FEET TO THE EASTERLY BOUNDARY LINE OF SAID WILLMORE LAND;

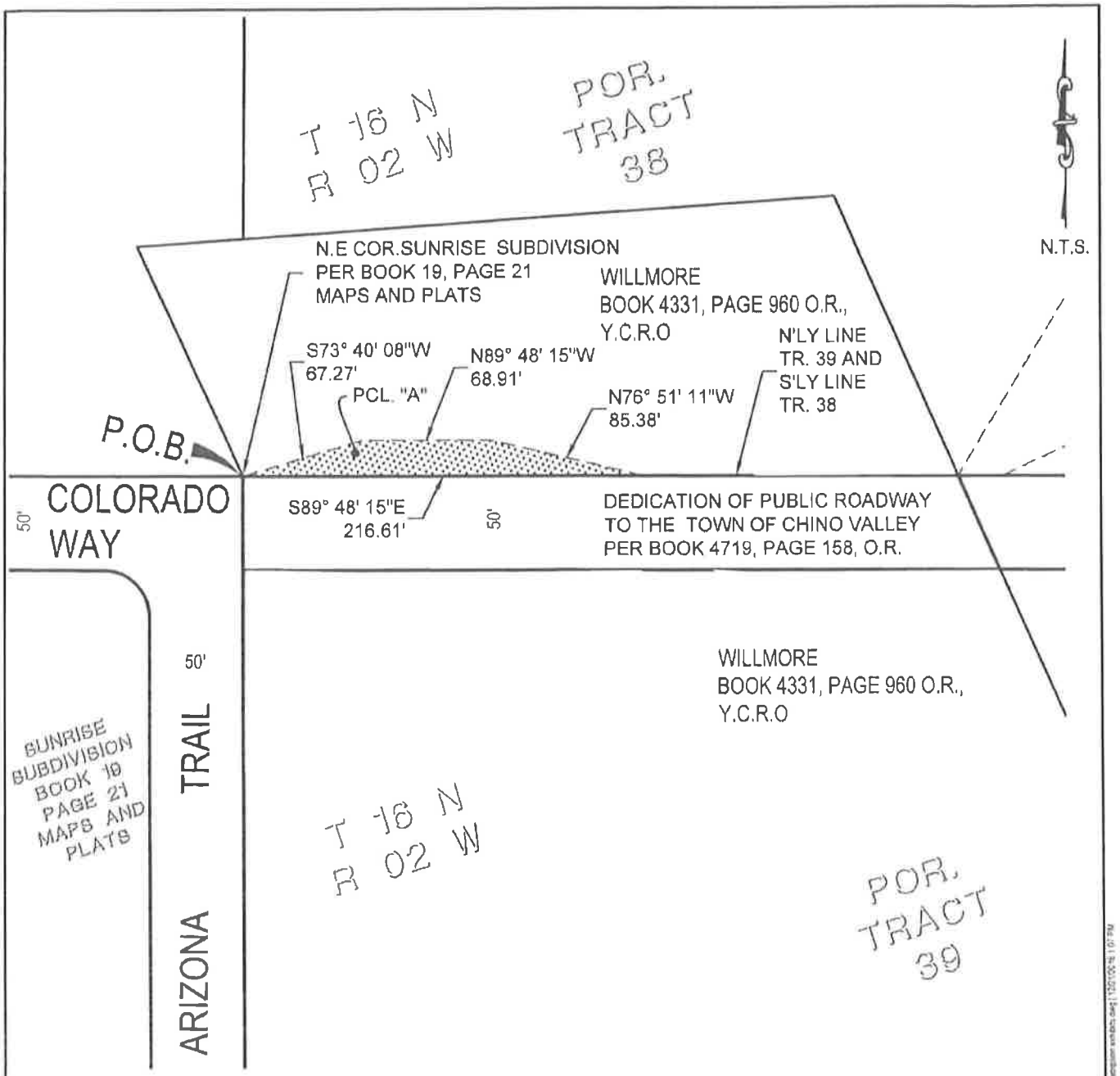
THENCE ALONG SAID EASTERLY LINE SOUTH 24° 11' 41" EAST A DISTANCE OF 6.74 FEET;

THENCE SOUTH 78° 04' 35" WEST A DISTANCE OF 42.91 FEET;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 47.00 FEET;

THENCE NORTH 77° 41' 05" WEST A DISTANCE OF 72.00 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 1,679 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS.



LEGEND

PROPOSED PARCEL 'A'
SLOPE EASEMENT PER THIS
DOCUMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 12-19-16
ARIZONA U.S.A.

EXPIRES 09/30/2019

CIVILTEC
engineering inc.

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

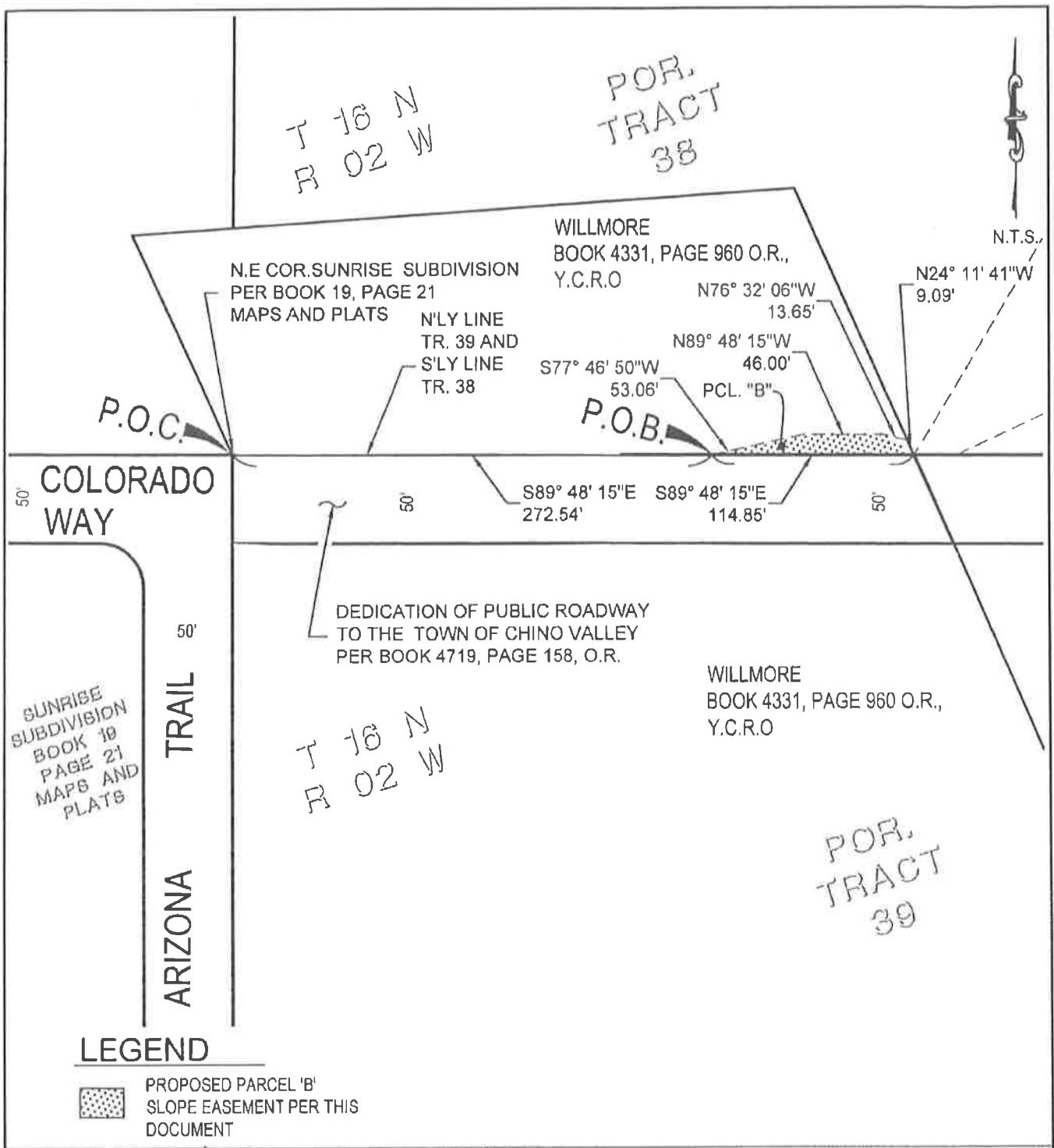
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 4



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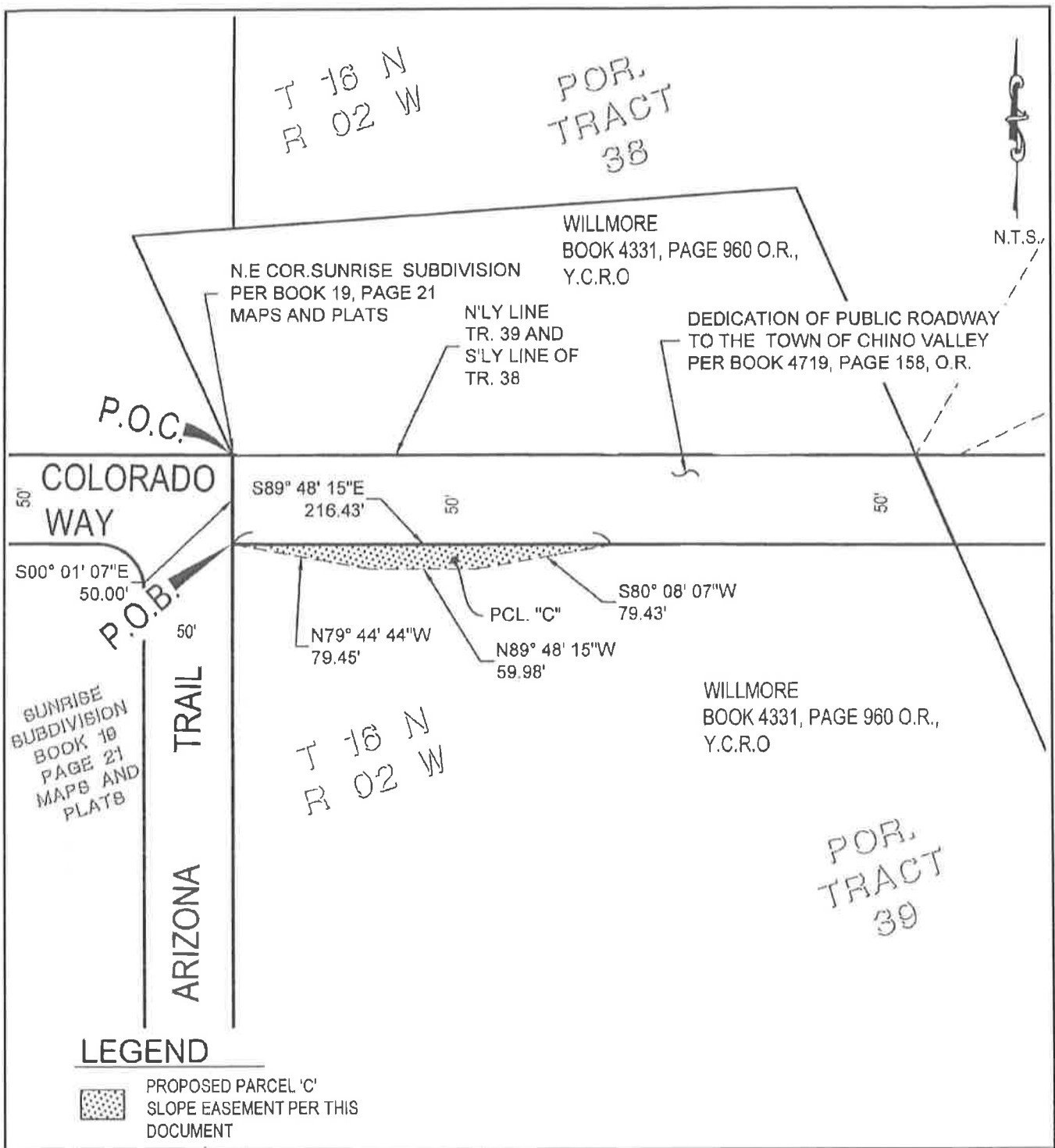
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 2 OF 4



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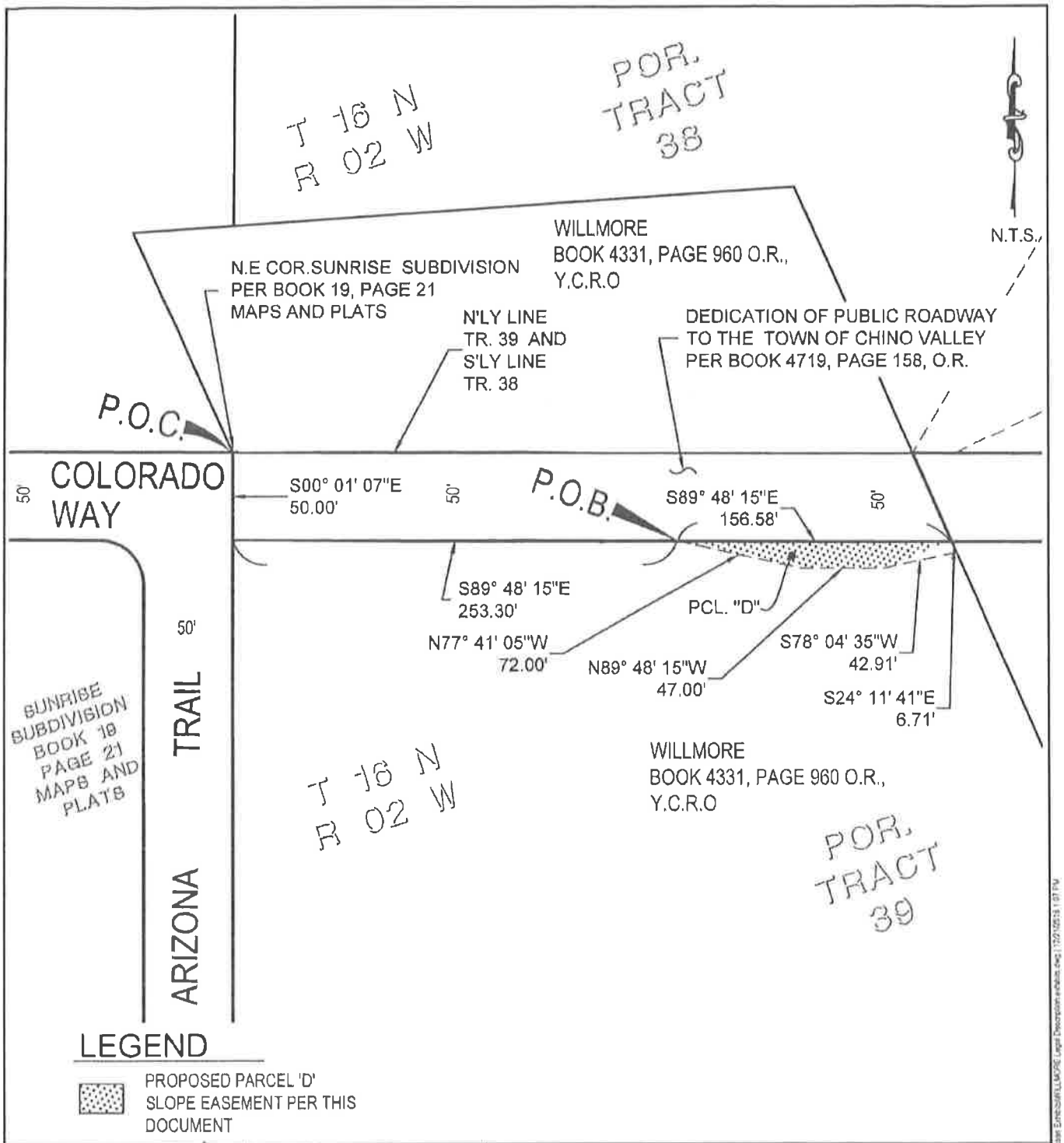
CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 3 OF 4



LEGEND

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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

SLOPE EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 4 OF 4

EXHIBIT A-9

Description of Property to be Acquired

(Temporary Construction Easement)

APN 306-03-002S

EXHIBIT "A"

LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE LAND DESCRIBED IN DEED TO JAY L. AND JERI A. WILLMORE RECORDED IN BOOK 4331, PAGE 960, OFFICIAL RECORDS, LOCATED IN TRACT 39, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHEAST CORNER OF THE SUNRISE SUBDIVISION RECORDED IN BOOK 19, PAGE 21, MAPS AND PLATS OF SAID COUNTY;

THENCE SOUTH 00° 01' 07" EAST A DISTANCE OF 50.00 FEET ALONG THE EASTERLY LINE OF ARIZONA TRAIL (50.00 FEET WIDE) OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF THE DEDICATION OF PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY (50.00 FEET WIDE) RECORDED IN BOOK 4719, PAGE 158, OFFICIAL RECORDS OF SAID COUNTY, SAID SOUTHWEST CORNER ALSO BEING **THE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00° 01' 07" EAST A DISTANCE OF 67.51 FEET;

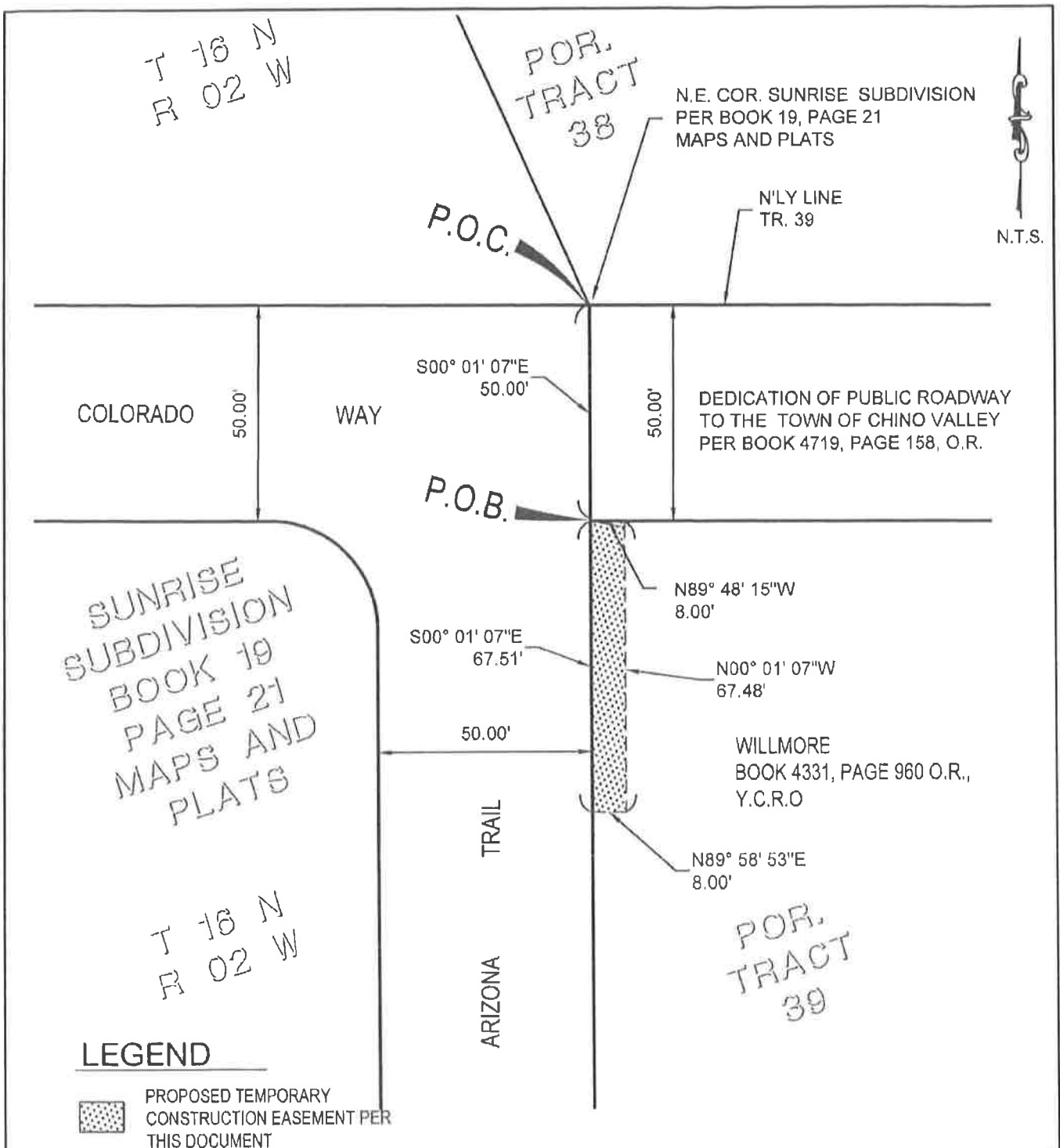
THENCE NORTH 89° 58' 53" EAST A DISTANCE OF 8.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 8.00 FEET EASTERLY (MEASURED AT RIGHT ANGLES) TO SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 01' 07" WEST A DISTANCE OF 67.48 FEET TO THE SOUTHERLY LINE OF SAID DEDICATION OF PUBLIC ROADWAY;

THENCE NORTH 89° 48' 15" WEST A DISTANCE OF 8.00 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 540 SQUARE FEET, OR 0.012 ACRES, MORE OR LESS.

EXPIRES 09/30/2019



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CHINO VALLEY, AZ

TOWN OF CHINO VALLEY

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

DE: KRD	CH: BT	DR: KRD	JN: 2016405.00	SHEET 1 OF 1

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.b.**

Meeting Date:	05/09/2017
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 the Intergovernmental Agreement between the Town of Chino Valley and the City of Phoenix to provide Chino Valley access to Phoenix' transaction privilege tax data analysis program for data supplied by the Arizona Department of Revenue regarding Chino Valley taxpayers.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the Town of Chino Valley and the City of Phoenix related to the Town's use of the Phoenix data analysis program for Chino Valley transaction privilege taxpayers.

SITUATION AND ANALYSIS:

ARS. §42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes ("Taxes") for all Arizona cities and towns. As part of their administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes distributed to that specific city and town.

The purpose of this Agreement is to allow the Town of Chino Valley to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence system ("System").

PHOENIX will allow CHINO VALLEY to only use System to access CHINO VALLEY Taxes data supplied by DOR.

CHINO VALLEY will be billed by and shall reimburse PHOENIX, in advance of its access to CHINO VALLEY data, the sum of $2,000.00 as its share of the cost for developing the System.

CHINO VALLEY will be billed $375.00 annually as its share for the operational cost of cooperative used of the System, which shall be due thirty (30) days from the invoice date.

Access to the City of Phoenix System will greatly enhance the Town of Chino Valley's ability to monitor the Town's Sales Tax Collections.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 10-95-5212
Available: $2,375
Funding Source:
Fees will be paid from the Capital Asset Replacement Fund.

Attachments

Phoenix IGA

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF CHINO VALLEY

AND

THE CITY OF PHOENIX

THIS AGREEMENT is entered into this _____ day of _____, 2017, pursuant to Arizona Revised Statutes (ARS) §11-952, between the **TOWN OF CHINO VALLEY**, a municipal corporation ("CHINO VALLEY"), acting by and through its city council and the **CITY OF PHOENIX ("PHOENIX")**, acting by and through its City Council. ARS. §42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes ("Taxes") for all Arizona cities and towns. As part of their administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes distributed to that specific city and town. The purpose of this Agreement is to provide PHOENIX the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence system ("System").

RECITALS

1. Town of CHINO VALLEY is authorized by A.R.S. § 11-952 to enter into this Agreement.

2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and

PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.

3. This Agreement establishes the structure whereby other cities and towns access the System, reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.

2. CHINO VALLEY agrees that PHOENIX will maintain and administer the System.

3. PHOENIX will provide System availability to CHINO VALLEY during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

4. External users will have a City of Phoenix Active Directory account created for access to the dashboards. This requires that external users have the appropriate background checks from their organizations that meet or exceed screening requirements established by ARS §41-4401.

5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. CHINO VALLEY will report system errors to Support Services by contacting the telephone helpline.

6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to CHINO VALLEY and other authorized users when possible in advance via email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.

7. PHOENIX will allow CHINO VALLEY to only use System to access CHINO VALLEY Taxes data supplied by DOR.

8. CHINO VALLEY will be billed by and shall reimburse PHOENIX, in advance of its access to CHINO VALLEY data, the sum of $2,000.00 as its share of the cost for the System.

9. CHINO VALLEY will be billed $375.00 annually as its share for the operational cost of cooperative used of the System, which shall be due thirty (30) days from the invoice date.

10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.

11. Any failure of the System resulting from negligence by CHINO VALLEY is a breach this Agreement.

12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by ARS §42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in ARS §42-2001. PHOENIX does not control and

cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within CHINO VALLEY.
License Update Report	Demographic information for Taxpayers that have had a change made to their account and have a location or have CHINO VALLEY's region code on their profile.
City Payment Journal Detail Report	Detailed information about money that is distributed to CHINO VALLEY, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for CHINO VALLEY or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within CHINO VALLEY. The report will reflect the deductions taken for each location and each business code for the TOWN.
Fund Distribution Report	Detailed information about money that is distributed to CHINO VALLEY at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to CHINO VALLEY (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.

Centralized License Analysis	This dashboard provides visualization and detailed demographic information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.
Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. CHINO VALLEY will select one of the three security profiles below for each user that it designates for System access. CHINO VALLEY acknowledges: (a) that each individual user should be assigned the lowest level of security needed depending on the user's job duties; and (b)that information obtained from DOR, and displayed by PHOENIX, is confidential information and may only be disclosed as authorized by ARS§ 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all CHINO VALLEY users shall be revoked and this Agreement shall terminate upon notice by PHOENIX to CHINO VALLEY.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary

	level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Mid-Level	This role for accounting staff allows access to the summary and detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days advance written notice of termination of the Agreement, which notice shall specify the date of termination.

2. CHINO VALLEY or PHOENIX may cancel this Agreement at any time without penalty or further obligation by providing written notice to the other party as set forth above. No pro-rata refund will be returned to CHINO VALLEY BY PHOENIX.

3. This Agreement is subject to the cancellation provisions of ARS §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer OR CITY OR TOWN MANAGER of PHOENIX OR CHINO VALLEY is received by the other party to this Agreement, unless the notice specifies a later time.

5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. CHINO VALLEY and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental agreement, including those pertaining to confidentiality as defined in ARS §42-2001, and that confidential information may not be disclosed except as provided by statute, ARS §42-2001(B). To the extent that information being utilized by CHINO VALLEY and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and

conditions set forth in their respective intergovernmental agreements with the State of Arizona.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

TOWN OF CHINO VALLEY
Attn: Town Manager
202 N. State Route 89
Chino Valley, AZ 86323

CITY OF PHOENIX
Finance Department, Tax Division
Attn: Tax Administrator
251 W. Washington Street, 9th Floor
Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any

other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PHOENIX
a municipal corporation

ED ZUERCHER, City Manager

By_____
ED ZUERCHER

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF PHOENIX

_____
City Attorney

Town of CHINO VALLEY
a municipal corporation

CECILIA GRITTMAN, Town Manager

By_____
CECILIA GRITTMAN

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE TOWN OF CHINO VALLEY

_____
Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.c.**

Meeting Date:	05/09/2017
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 17-1100, amending Resolution No. 08-862, Section 2 Purpose of the Parks and Recreation Advisory Board, related to including assistance to Town Staff and event planning and fundraising activities.

RECOMMENDED ACTION:

Adopt Resolution No. 17-1100, amending Resolution No. 08-862, Section 2 Purpose of the Parks and Recreation Advisory Board.

SITUATION AND ANALYSIS:

Issue Statement

The Parks and Recreation Advisory Board "by-laws" (Resolution No. 08-862) need to be amended to allow its members to participate in planning recreational events, such as the Chino Mudder, a fundraising event for funding the group's 18-24 Month Priority Plan.

Applicable "Policy"

Resolution No. 08-862

Satisfaction of "Policy"

Amending Resolution No. 08-862 will allow the Board to continue its event planning and fundraising activities.

Summary of Issues and Staff Rationale

It came to staff's attention that the Parks and Recreation Advisory Board's activities associated with planning the Chino Mudder was outside the scope of its stated purpose in Resolution No. 08-862, Section 2 Purpose of Parks and Recreation Advisory Board. As the Board is facilitating the Chino Mudder in order to raise money to fund their 18-24 Month Priority Plan, presented to Council on January 27, 2015, staff recommends amending the resolution to include event planning and fundraising

activities.

Findings of Fact

The Parks and Recreation Advisory Board is currently acting outside the scope of its stated purpose in Resolution No. 08-862.
Amending Resolution No. 08-862, Section 2 will allow them to continue with event planning and fundraising activities.

Fiscal Impact

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

Attachments

Resolution 17-1100

RESOLUTION NO. 17-1100

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI AND STATE OF ARIZONA, AMENDING RESOLUTION NO. 08-862, BY AMENDING SECTION 2 PURPOSE OF PARKS AND RECREATION ADVISORY BOARD, RELATED TO INCLUDING ASSISTANCE TO TOWN STAFF AND EVENT PLANNING AND FUNDRAISING ACTIVITIES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council adopted Resolution No. 08-862 on January 24, 2008, ratifying the creation of the Parks and Recreation Advisory Board (the "Board") and setting forth its purpose, membership, duties, responsibilities and procedures; and

WHEREAS, the Town Council desires to revise the purpose of the Board to include assisting Town Staff in planning Town events;

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

1. Resolution No. 8-862 is hereby amended by amending Section 2: Purpose of Parks and Recreation Advisory Board to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

Section 2: Purpose of Parks and Recreation Advisory Board

The purpose of the Chino Valley Parks and Recreation Advisory Board ("Board") is as follows:

A. To advise the Mayor and Common Council regarding Parks and Recreation policies, programs, services and facilities.

B. To make recommendations to the Mayor and Common Council regarding Parks and Recreation budget matters.

C. To present to the Mayor and Common Council during a regularly scheduled Town Council meeting in July an Annual Report describing the accomplishments of the Advisory Board in the previous year and plans for the next year.

D. TO PROVIDE ASSISTANCE TO TOWN STAFF, AS AUTHORIZED BY THE TOWN COUNCIL IN PLANNING TOWN-SPONSORED SPECIAL EVENTS AND FUNDRAISING ACTIVITIES.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of May, 2017.

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 17-1100 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 9, 2017, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.d.**

Meeting Date: 05/09/2017
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 18, 2017 special meeting minutes.

RECOMMENDED ACTION:
Accept the April 18, 2017 special meeting minutes.

Attachments

April 18, 2017 special meeting minutes

D R A F T

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

TUESDAY, APRIL 18, 2017
5:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, April 18, 2017.

Present:	Mayor Darryl Croft; Councilmember Corey Mendoza; Councilmember Jack Miller; Councilmember Lon Turner
Absent:	Vice-Mayor Mike Best; Councilmember Annie Lane
Staff Present:	Town Manager Cecilia Grittman; Assistant Public Works Director/Town Engineer Richard Straub; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 5:13 p.m.

2) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in settlement discussions conducted in order to avoid litigation in the matter of construction of roadway on property owned by Curt Wells and A.R.S. § 38-431.03(A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the acquisition of slope, drainage, and temporary construction easements encumbering real property located at Old Home Manor, also known as Yavapai County Assessor's Parcels No. 306-03-002M, 306-03-002N, and 306-03-002Q .

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Jack Miller to adjourn into executive session at 5:15 p.m.

Vote: 4 - 0 PASSED - Unanimously

Mayor Croft reconvened the Special Meeting at 5:39 p.m.

3) Consideration and possible action to approve an agreement with Curt Wells regarding soil displaced during roadway construction on Yavapai County Assessor's Parcels No. 306-03-002M, N, and Q, with terms as directed in Executive Session.

Recommended Action: Approve Agreement with Curt Wells regarding soil displaced during roadway construction on Yavapai County Assessor's Parcels No. 306-03-002M, N, and Q, with terms as directed in Executive Session.

MOVED by Councilmember Jack Miller, seconded by Councilmember Lon Turner to approve settlement agreement and release.

Vote: 4 - 0 PASSED - Unanimously

4) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Mayor Darryl Croft to adjourn the meeting at 5:39 p.m.

Vote: 4 - 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 Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 18th day of April, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of May, 2017.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.e.**

Meeting Date: 05/09/2017
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 18, 2017 joint study session minutes.

RECOMMENDED ACTION:
Accept the April 18, 2017 joint study session minutes.

Attachments

April 18, 2017 joint study session minutes

D R A F T

MINUTES OF THE JOINT STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY AND THE CHINO VALLEY AREA CHAMBER OF COMMERCE

TUESDAY, APRIL 18, 2017 6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, and Chino Valley Area Chamber of Commerce met for a Joint Study Session in the Chino Valley Area Chamber of Commerce boardroom, located at 175 E. Road 2 South, Chino Valley, Arizona, on Tuesday, April 18, 2017.

Present:	Mayor Darryl Croft; Councilmember Corey Mendoza; Councilmember Jack Miller; Councilmember Lon Turner
Absent:	Vice-Mayor Mike Best; Councilmember Annie Lane
Staff Present:	Town Manager Cecilia Grittman; Town Clerk Jami Lewis (recorder)
Attendees:	Chamber Board Chair Gary Warren, Board Secretary Wendy McManigal, Board Treasurer Mary Jo McGaw, Board Member Mark Garmin, Board Member Dr. Karla Phillips, Board Member John Scholl, President/CEO Arlene Alen

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 6:21 p.m.

2) Summary of Town Government responsibilities and priorities.

Mayor Croft spoke about:

- Current vacancy on the Town Council.
- Current recruitment for Town Magistrate.
- Positions hired by and reporting directly to the Council.
- Current budget discussions.

Town Manager Grittman reviewed Town projects that might be of interest to the Chamber and its members over the next 18 months:

- *Old Home Manor Industrial Park:* Master planning; additional grant funding; and extension of Road 4 North to Old Home Manor Drive.
- *Road 2 North:* Potential apartments on each side of the highway; potential revenues from development; and engineer to review options for improvements.
- *Old Home Manor:* Current uses and potential future uses; potential shooting range additions and campgrounds; and status of motor sports.
- *Sewer extensions:* Extensions on Road 1 West; challenges with rates and becoming solvent; and partnerships for extending infrastructure.

- *Water companies:* Status of potential purchases.

Ms. Grittman also addressed the following topics of potential interest to the Chamber:

- *Miscellaneous issues:* Increasing infrastructure footprint; Mayor's new quarterly breakfasts with business owners to discuss business retention; possibly partnering with Chamber on the Town's Business Development Center; new Community Services Department; and future management analyst position with background or experience in economic development.
- *Next year's budget:* Extra funding for roads; and addressing police officer retention and issues with Public Safety Retirement System.
- *Chamber funding:* Council needing to understand what the Chamber provided with the Town's funds and needing discussion regarding the current agreement.

3) Summary of Chamber of Commerce responsibilities and priorities.

Chamber President/CEO Alen presented an overview on the following topics:

- *History* of Chambers of Commerce since 1599.
- *Trends:* Inward focus versus outward focus; open chambers; changing membership; and changes due to technology.
- *Focus:* Chamber's redefined vision; representing business needs to government and the community; networking opportunities; destination tourism marketing; community development; volunteer program grant through Americore/Vista; community events; Heritage Tour.
- *Economic development:* Branding and placemaking.
- *Other services:* Training and education; SBRC and Entrepreneurship Center; artisan opportunities; and e-marketing and social media.
- *Future ideas:* Chino Valley leadership academy; and regular monthly event to market Town.
- *Statistics from 2014-2017* regarding membership, visits, calls, and relocation packets.
- *Budget:* The Town's contribution was 20% of their budget.

4) Discussion regarding how the Town and Chamber can partner together for the betterment of the whole Town.

The group discussed the following topics in more detail:

- *Economic development:* There was no housing capacity for workers in the Town. Council believed the pending apartments would provide needed housing in general and for the Old Home Manor Industrial Park workforce. The public needed to be educated on issues regarding growth.
- *Roads:* Due to a lack of funding, the Town will need to advocate what it takes to maintain the roads. The Town needed a property tax or to dedicate a percentage of sales tax toward roads. Expanding roads was a challenge because of how the Town was laid out. As the County only received one bid for chip seal, and the Town contracted under the County, the Town might not be able to chip seal this year.
- *Government and Business:* The Town did not receive a lot of feedback from the business community until there was a problem, such as with the manufactured homes sales tax decrease.
- *Future:* In order to promote tourism, there needed to be more places to stay, such as overnight RV parks. The Chamber received calls about this weekly. The Town needed to determine its direction and prepare for that.

- *Partnering:* Several agreed that the Town and Chamber needed to work together, especially since the Town was dependent on sales tax. The Chamber anticipated that the Town would partner with them on the Americore grant and they preferred to address the contract between the parties before Council approved its budget.

5) ADJOURNMENT

The meeting adjourned at 7:45 p.m.

_____
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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 18th day of April, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of May, 2017.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.f.**

Meeting Date: 05/09/2017
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 25, 2017 regular meeting minutes.

RECOMMENDED ACTION:
Accept the April 25, 2017 regular meeting minutes.

Attachments

April 25, 2017 minutes

D R A F T

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

TUESDAY, APRIL 25, 2017 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 25, 2017.

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

Staff Present: Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Police Officer Dominic Gillo; Interim Public Works Director/Town Engineer Richard Straub; Development Services Director Ruth Mayday; Library Director Scott Bruner; Senior Services Administrator Cyndi Thomas; GIS/CAD/Web Technician Jan Mazy (videographer); Town Clerk Jami Lewis (recorder)

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) Proclamation recognizing the 242nd Anniversary of the United States Army. (Mayor Croft)

Mayor Croft read the proclamation and presented it to Sgt. Thrasher, U.S. Army recruiter from Prescott, who spoke about serving overseas and Chino Valley recruits.

b) Presentation regarding Head Start programs and services, by Family Advocacy representatives Nancy Meek and Veronica Jarquin.

Mayor Croft reported that the presenters had requested to postpone this item to May 9, 2017.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to move the presentation from Head Start until May 9.

Vote: 6 - 0 PASSED - Unanimously

3) CALL TO THE PUBLIC

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

a later date, or responding to criticism.

No one from the public spoke.

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.

The Mayor had nothing to report.

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.

No one had anything to report.

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:

- the Court and Finance Departments helping the Town of Clarkdale to set up their new Court;
- making an offer on the deputy town clerk position; and
- current openings on the Council and other public bodies.

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 Mike Best, seconded by Councilmember Lon Turner to accept consent agenda items 6a and b.

Vote: 6 - 0 PASSED - Unanimously

a) Consideration and possible action to accept Nonrevocable Offer for Dedication of Public Roadway from Adam Schuster on property identified as Assessor's Parcel Numbers 306-23-028V, T and W, generally located on Road 1 West between Center Street and Road 1 North. (Ruth Mayday, Development Services Director)

b) Consideration and possible action to accept the April 11, 2017 regular meeting minutes.

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) (i) Hold Public Hearing regarding notice of intent to increase admission fees for the Town of Chino Valley Aquatic Facility, located at 1615 North Road 1 East, Chino Valley.
(ii) Consideration and possible action to recommend approval to increase admission fees for the Town of Chino Valley Aquatic Facility. (Chris Bartels, Public Works Manager)

Recommended Action:
(i) Hold Public Hearing.
(ii) Recommend approval to increase admission fees for the Town of Chino Valley Aquatic Facility.

Town Manager Grittman reported that there was an error in the Notice of Intent to increase the fees. Staff was now recommending that Council cancel the public hearing and intent and consider it again in the fall for the next swim season.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to cancel the public hearing.

Vote: 6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to cancel the agenda item (a) that was intended to raise fees.

Vote: 6 - 0 PASSED - Unanimously

b) Consideration and possible action to approve a Conditional Use Permit (CUP17-001) for approximately 2.7 acres of real property located at 868 East Road 4 North (APN 306-04-010U) to allow a medical research facility within the CH (Commercial Heavy) zoning district, subject to conditions. (Ruth Mayday, Development Services Director)

Recommended Action: Approve a Conditional Use Permit for approximately 2.71 acres of real property location at 868 East Road 4 North to allow a medical research facility within the CH Zoning District, subject to the conditions indicated in the Use Permit Letter.

Councilmember Mendoza declared a conflict of interest, recused himself, and left the dais at 6:14 p.m.

Ms. Mayday presented on this item:

- *Proposal:* Applicant Corey Mendoza was requesting to allow Perry Stone the use of a portion of Mr. Mendoza's property for a medical marijuana pharmaceutical research facility. The project involved developing specific strains with low THC levels and high CBDs—the part that provided medicinal benefits and sending the product out for testing. The product would not be distributed or sold in any manner.
- *UDO regulations:* The UDO did not designate a zoning district for any type of research and development, thus allowing the zoning administrator latitude as to determine where

such uses could be best placed.

- *Stipulations:* As a condition of the CUP, all testing and growing would be in a completely enclosed locked facility, with no visible signs on the outside. Pharmaceutical research was typically found in a commercial heavy zoning district; medical marijuana added another layer. After discussing the project with the applicant, Mr. Stone, and the town attorney, the CUP stipulated that the facility would need a federal license, as well as compliance with state law.
- *General Plan conformance:* The subject property was within a land use designation of commercial/multi-family residential and was in a potential community core for commercial and industrial uses.

Applicant Mendoza told Council that he was the landlord in this case. His building became vacant several months ago, and Mr. Stone, his neighbor, approached him about using it. He recounted that he had publicly spoken against medical marijuana in the past, believing that its harm to society outweighed the positives. However, in vetting a potential tenant, he researched the matter further, learned about the medical progress, and believed it was substantial to the point that he could rent the building for that purpose with a clear conscience. He still opposed smokable marijuana, and believed the medical marijuana laws were easily abused, but he would not ignore the facts about its medical benefits.

Mr. Stone stated that also opposed recreational marijuana. He spoke about his own experience with medical marijuana and showed a video supporting the science behind medical applications. His operation would be funded from private parties and would not be for profit, but to standardize the product within the state. He agreed to follow state, federal, and local laws.

Councilmember Lane spoke about how medical marijuana had helped some people she knew and she applauded research to reduce THC and concentrate on CBD.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve a Conditional Use Permit for approximately 2.71 acres of real property location at 868 East Road 4 North to allow a medical research facility within the CH Zoning District, subject to the conditions indicated in the Use Permit Letter.

Vote: 6 - 0 PASSED - Unanimously

Councilmember Mendoza returned to the dais at 6:30 p.m.

c) Consideration and possible action to adopt Resolution No. 17-1098 authorizing the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs. (Richard Straub, Assistant Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 17-1098 to authorize the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

Mr. Straub presented on this item:

- *Background:* About four years ago, the Town started negotiations with the school district ("District") to widen the subject intersection to accommodate safer turns for school buses.
- *Proposal:* Staff was requesting authorization to purchase land on the northwest side of the intersection. Land would also need to be purchased on the southwest side as well.
- *Project status:* The intersection needed to be redesigned before going out for bid next fiscal year. Some other work on the school grounds had to be postponed due to funding. Staff will be back before Council for additional engineering to change the plans.

John Scholl, District Superintendent, added that the School Board, which will be considering this item on May 2, appeared to be supportive.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to adopt Resolution No. 17-1098 to authorize the acquisition of certain real property in the Town for right-of-way and easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager, and Town Attorney to acquire title to such real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed fair market value of the property, plus acquisition and closing costs.

Vote: 6 - 0 PASSED - Unanimously

d) Consideration and possible action to approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve and authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower.

Ms. Smiley reported that the second amendment related to changing the footprint of the leased property at the Town Hall site by moving the fence back; and the estoppel agreement acknowledged that the tower was sold to the same owners under a different corporate name and that there were no outstanding lease payments.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to authorize Mayor Croft to sign the Second Amendment to Wireless Communications Site Lease and Second Amendment to Memorandum of Lease Agreement, both related to a revised legal description for the Town Hall Lease and Landlord Estoppel Certificate and Agreement related to a transfer of ownership of the Town Hall Wireless Communications Tower.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to go into executive session at 6:38 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 enforcement of Zoning Ordinance No. 13-772 and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position in contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of right-of-way dedication and roadway improvements required from Martin and Pamela Messenger.

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 8:16 p.m. and reported that Council gave direction to its attorney during the executive session.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Mike Best to adjourn the meeting at 8:17 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, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of May, 2017.

_____
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:	05/09/2017
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Approximately 260 feet west of the intersection of Road 3 1/2 North and North Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance 17-831, rezoning approximately 2 acres of real property generally located 400 feet West of Road 1 East (Yavapai County APN 306-14-001N) from AR-5 (Agricultural/Residential, 5 acre minimum) to CL (Commercial Light) subject to a condition requiring right-of-way dedication of 25 feet for East Road 3 1/2 North adjacent to the property. (Applicant/Owner: Mike O'Connor-Masse)

RECOMMENDED ACTION:

RECOMMENDED MOTION: I move to approve Ordinance 17-831, rezoning approximately 2 acres of real property generally located 400 feet West of Road 1 East (Yavapai County APN 306-14-001N) from AR-5 (Agricultural/Residential, 5 acre minimum) to CL (Commercial Light), subject to a condition requiring right-of-way dedication of 25 feet for East Road 3 1/2 North adjacent to the property.

SITUATION AND ANALYSIS:

Summary of Issues and Staff Rationale

The subject property is generally located approximately 260 feet west of North Road 1 East (Assessors Parcel Number: 306-14-001N).The property is a 2 acre parcel (approx. 87,120 sq. ft.) which is currently zoned AR-5 (Agricultural/Residential five-acre minimum) and carries a land use designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. The site is currently vacant.

Findings of Fact

Currently, the parcel does not conform to its zoning as it is a two (2) acre parcel in a zoning district with a five (5) acre minimum, nor does it conform to its Land Use designation of Commercial/Multi-Family residential. The applicant's request to rezone the property to CL (Commercial Light) will bring the subject property into conformance with minimum lot size (7,500 square feet) and General Plan designation of Commercial/Multi-family residential.

Fiscal Impact

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

Attachments

Staff Brief Memo
O'Connor- Masse Rezoning Ordinance

Staff Report – Proposed Zoning Change

APPLICATION SUMMARY

File Number: ZC17-001

Assessors Parcel Number: 306-14-001N

Site Location: Located approximately 396 feet west of North Road 1 East.

Applicant: Mike O'Connor-Masse

Property Owner: Mike O'connor-Masse

Request: Request for proposed zoning change from AR-5 (Agricultural/Residential five-acre minimum) to CL (Commercial Light)

SITE DATA

Existing Zoning	AR-5 (Agricultural/ Residential five-acre minimum)
Lot Size	2 Acres (approx. 87,120 sq. ft.)
Designated General Plan Land Use	Commercial / Multi- Family Residential
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

The subject property is generally located approximately 396 feet west of North Road 1 East and 2 North. (See Appendix A) The property is current zoned AR-5 (Agricultural/ Residential five-acre minimum) under the Town of Chino Valley Unified Development Ordinance. The property has a Land Use Designation of Commercial / Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. The site is currently vacant.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

Directly west of the site, the property is zoned AR-5 (Agricultural/Residential 5 acre minimum), further west properties are zoned CH (Heavy Commercial). South of the lot, properties are zoned CL/AR-5 (Light Commercial/ Agricultural/Residential 5 acre minimum) and CH (Heavy Commercial). Directly east, lots are zoned CL (Light Commercial) and AR-5 (Agricultural/Residential 5 acre minimum). To the north properties are zoned CL (Light Commercial). (See Appendix B)

PROJECT DESCRIPTION

The applicant is submitting and application for approval of a zoning change from AR-5 (Agricultural/Residential five-acre minimum) to CL (Commercial Light) in order to have consistency with the General Plan designation of Commercial / Multi-Family Residential. The applicant will also like to rezone the property to make it consistent with the current zoning of adjacent properties to the north and east, also owned by applicant.

Section 3.15.A of the Town of Chino Valley (UDO) Unified Development Ordinance states that Light Commercial will "provide neighborhood amenity and some general commercial uses."

STAFF ANALYSIS AND RECOMMENDATION

PUBLIC REVIEW & HEARING PROCESS

Arizona Revised Statues (ARS) requires that the rezoning of land and other activates that change the manner in which a property is used undergo a public review and hearing process by the Planning Commission and approval by Town Council.

The applicant either met or will meet the following requirements:

A. Applicant submitted Zone Change Application, copy of deed and legal description. Applicant also submitted a site plan showing the current characteristics and layout of site. Plan including dimensions and setbacks of property.

B. Neighbors within a 300' radius were notified of Neighborhood Meeting on March 8, 2017 at Town Chambers through letters and newspaper publishing on February 17, 2017.

C. Neighborhood Meeting was held in Town Chambers on March 8, 2017. One neighbor, residing directly west of subject property attended. She wanted to know what future uses the property would have after zoning change.

D. Neighbors within 300' radius were notified on March 19, 2017 about upcoming Planning and Zoning public hearing on April 4, 2017 through letters and newspaper publishing.

E. Staff will present applicants proposal to Planning and Zoning Commission on April 4, 2017.

STAFF ANALYSIS

The subject property is currently zoned AR-5 (Agricultural/Residential 5 acre minimum). Section 3.6.A of the (UDO) Unified Development Ordinance states that the "district is intended to promote and preserve low-density single-family residential and agricultural development. Regulations and property development standards are designed to protect the single-family residential and agricultural character of the district and to prohibit all incompatible activities."

The proposed CL (Commercial Light) zone change will be a better fit to parcel based on the surrounding zoning. The zone change will allow the area to stay consistent with the commercial and light manufacturing usage in the sector. The Light Commercial zoning will also be more in conformance with the General Plan designation of Commercial/ Multi-family Residential.

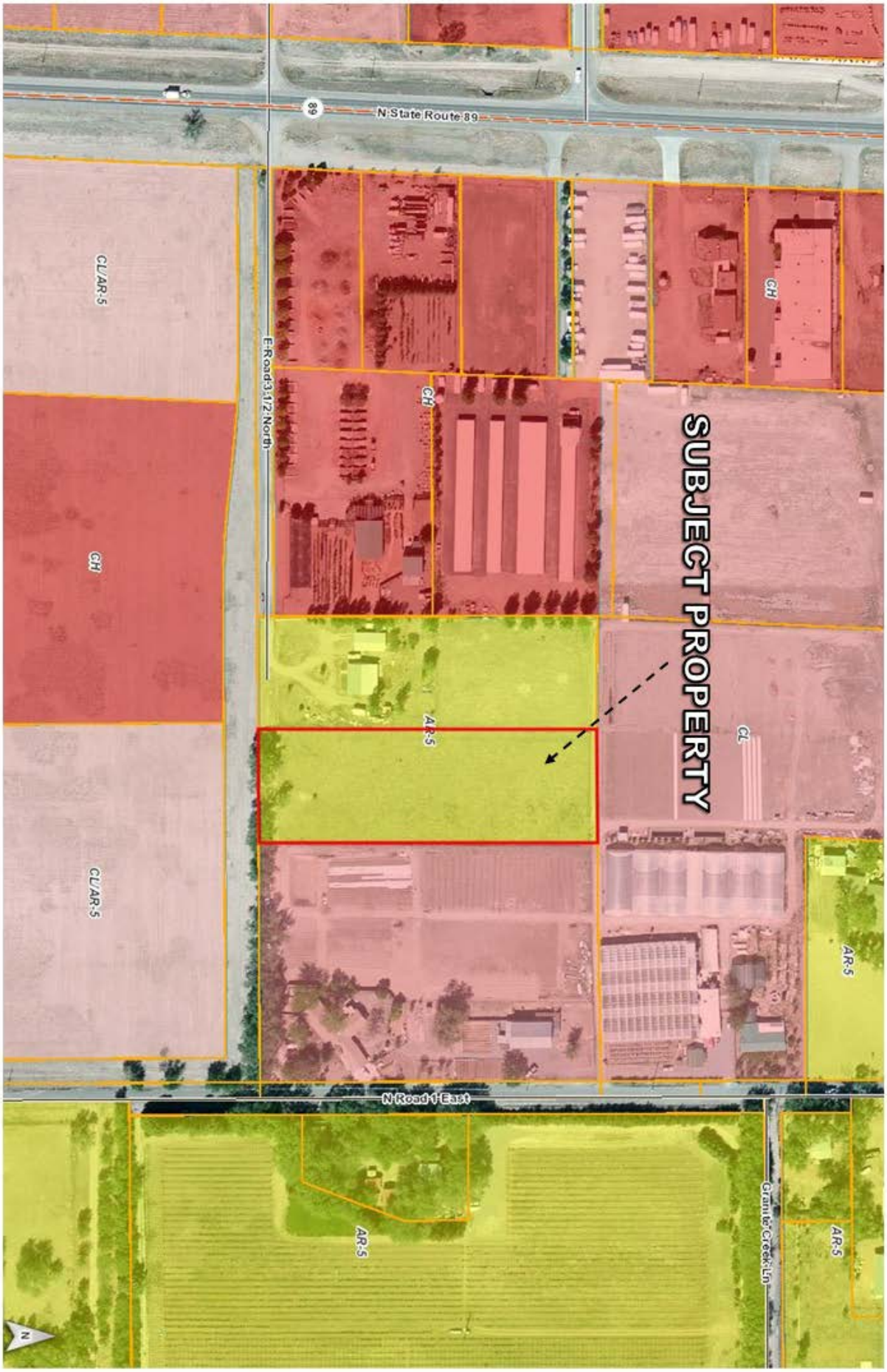
STAFF RECOMMENDATION

Staff recommends forward to Town Council with approval of conditional use with a condition of 25 feet dedication of right of way on E Road 3 ½ North.

N State Route 89
89
E Road 3 1/2 North
SUBJECT PROPERTY
N Road 1 East
Granite Creek Ln
N

APPENDIX A

APPENDIX B


SUBJECT PROPERTY
N State Route 89
E Road 3 1/2 North
N Road 1 East
Granite Creek Ln
CL/AR-5
CH
AR-5
CL
N

ORDINANCE NO. 17-831

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 TWO (2) ACRES OF REAL PROPERTY GENERALLY LOCATED 400 FEET WEST OF ROAD 1 EAST (ALSO KNOWN AS YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBER 306-14-001N) FROM AR-5 (AGRICULTURAL/RESIDENTIAL, 5 ACRE MINIMUM) ZONING DISTRICT TO CL (COMMERCIAL LIGHT) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

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, by a vote of 7-0 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. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately two (2) 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 CL (Commercial Light) Zoning District.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance. Development of the Property shall also be subject to the following conditions:

a. Dedication to Chino Valley for East Road 3 ½ North right-of-way that is adjacent to the Property shall be completed the earlier of

recordation of the final plat or issuance of a building permit, or sooner as required by the Town Engineer. Dedication of East Road 3 ½ North shall extend 25 feet north from the south property line. Failure to dedicate said roadway as required may result in reversion of the zoning to the prior zoning classification.

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 zoning 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 ___ day of May, 2017 by the following vote:

AYES: _____ ABSENT: _____

NAYS: _____ ABSTAINED: _____

APPROVED this ___ day of May, 2017.

_____
Darryl Croft , Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

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

_____
Jami C. Lewis, Town Clerk

EXHIBIT 1: LEGAL DESCRIPTION

Parcel 306-14-001N

All that portion of the Southeast Quarter of the Northeast Quarter of Section 10, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona described as follows:

COMMENCING at the East Quarter corner of said Section 10;

Thence South 89° 50' 36" West, 384.30 feet to the TRUE POINT OF BEGINNING;

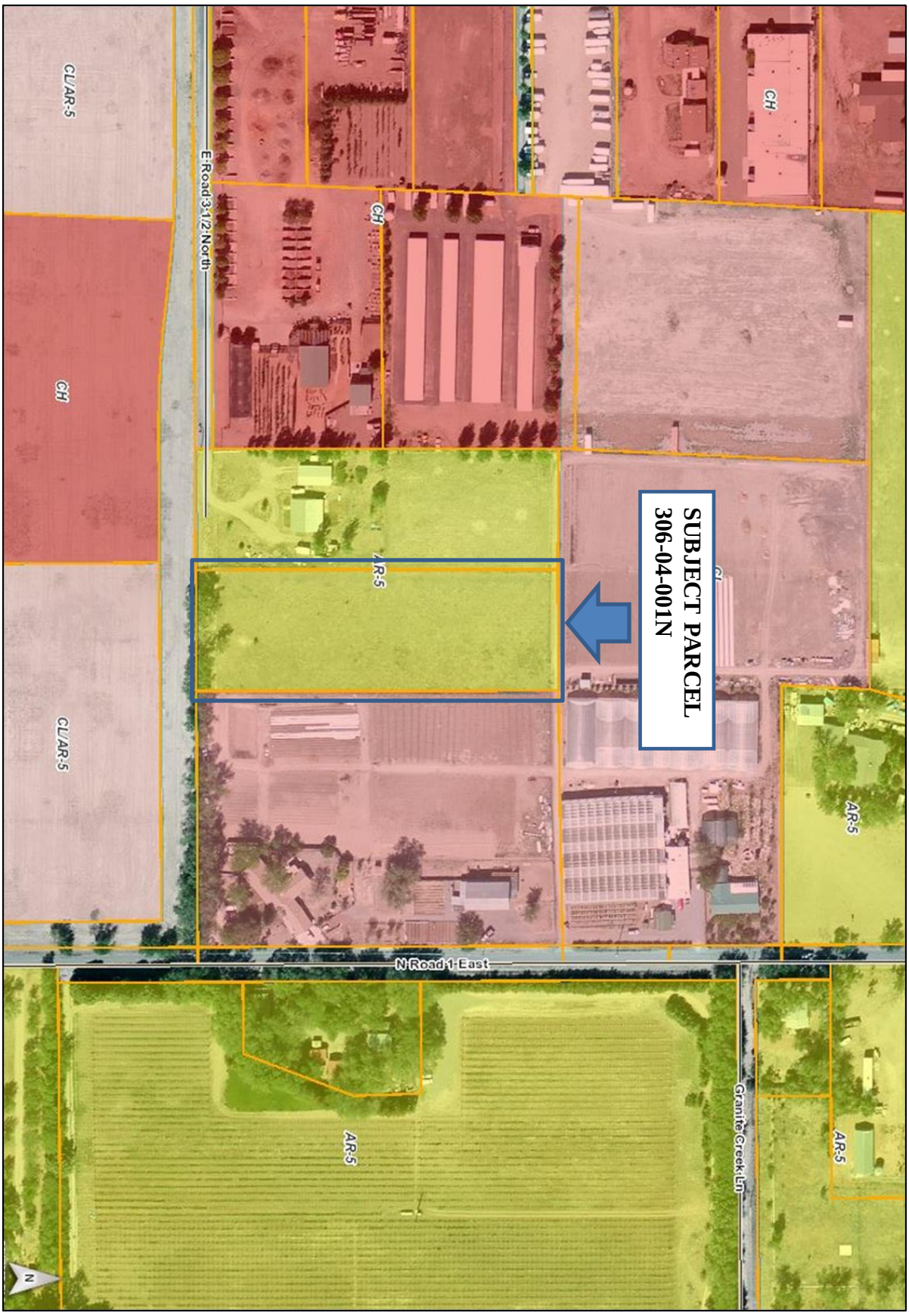
Thence continuing South 89° 50' 36" West, 173.87 feet;

Thence North 0° 15' 36" East, 501.06 feet;

Thence North 89° 50' 36" East, 173.87 feet;

Thence South 0° 15' 36" West, 501.06 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2: ZONING MAP


SUBJECT PARCEL
306-04-001N
CH
CH
CH
CL/AR-5
CL/AR-5
E Road 3 1/2 North
AR-5
AR-5
AR-5
AR-5
N Road 1 East
Granite Creek Ln
N

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.b.**

Meeting Date:	05/09/2017
Contact Person:	Ruth Mayday, Development Services Director
	Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - 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 agreement for professional consulting services with EPS Group for Phase I Master Planning services at Old Home Manor Industrial Park in the amount of $24,300.00.

RECOMMENDED ACTION:

RECOMMENDED MOTION: I MOVE TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF CHINO VALLEY AND EPS GROUP FOR PHASE I MASTER PLANNING SERVICES FOR OLD HOME MANOR INDUSTRIAL PARK IN THE AMOUNT OF $24,300.00.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Retaining EPS Group to create a Master Plan for the Old Home Manor Industrial Park (OHMIP) will provide the Town with foundational planning documents that will map the manner and placement of

non-retail commercial and industrial uses.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5530
Available: $24,300
Funding Source:
Funds have been budgeted in the Fiscal Year 2018 budget.

Attachments

EPS Group Contract

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
(Other than architects/engineers)

THIS Agreement is entered into as of this ___ day of _____, 2017, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and EPS Group, Inc., hereinafter referred to as the "Consultant."

FOR THE PURPOSE of providing professional consulting services for the Town on the Old Home Manor Industrial Park project, hereinafter referred to as the "Project," Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by Chino Valley, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A.

1.3 Responsibility of the Consultant.

1.3.1 Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 2.

1.3.2 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 Deleted.

1.3.4 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.5 Consultant shall designate Jackie Guthrie, as its Project Manager and all communications shall be directed to her. Key Consultant Personnel are set forth in Exhibit B. "Key Personnel" includes the Consultant employee who will place his/her license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first obtain the approval of Town.

1.3.6 Consultant's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subconsultants on Exhibit B, either by adding, deleting or changing subconsultants, shall require the written consent of Town.

1.3.7 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.8 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

1.3.10 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Ruth Mayday, as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from June 1, 2017 through January 1, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than February 1, 2018.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed $24, 300.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by Town except as provided herein; nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 all claims.

4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence and $2,000,000 aggregate; and minimum coverage of $500,000 per occurrence/aggregate for property damage on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : Consultant shall maintain Products and Completed Operations Insurance with a minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: Consultant shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to Consultant pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by Consultant, its agents, employees or any tier of Consultant's subconsultants (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement, but only to the extent caused by negligence, recklessness or intentional wrongful conduct of Consultant. Consultant's duty to hold harmless and indemnify Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subconsultant or any other person for whose acts, errors, mistakes, omissions, Services Consultant may be legally liable including Town, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant. Such indemnity does not extend to Town's negligence.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Town, which approval shall not be unreasonable withheld or delayed. If Consultant neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against Town for a claim covered under this Agreement shall conclusively establish Consultant's liability to Town in connection with such recovery or judgment, and if Town desires to settle such dispute, Town shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to Consultant for Services performed through the date of termination, Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by Consultant in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to Consultant upon Termination. If the Agreement is terminated, Town shall pay Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subconsultants, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. Consultant agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Chino Valley unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this

Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Consultant agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Consultant and Town, and Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any subconsultants in performance of the Services, subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further warrant that after hiring an employee, such subconsultant 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 Agreement that is subject to penalties up to and including termination of the Agreement. Town at its option may terminate the Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subconsultants 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 Consultant or subconsultant employee who works on the Agreement to ensure that the Consultant or subconsultant 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.

7.7 Equal Treatment of Workers. Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Consultant shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.8 Non-Boycott of Israel. Consultant 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 Arizona Revised Statutes § 35-393.

7.9 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.12 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Town.

7.13 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:	CONSULTANT:
Town Manager Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323	EPS Group Attn: Jackie Guthrie 2045 South Vineyard, Suite 101 Mesa, Arizona 85210

The address may be changed from time to time by either party by serving notices as provided above.

7.14 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

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

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed

for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to Consultant from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

CONSULTANT

By: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

See Attached Proposal Dated April 20, 2017

April 20, 2017

Ms. Ruth Mayday
Development Services Director
Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, AZ 86323

Re: Town of Chino Valley Old Home Manor Industrial Park
Proposal for Master Planning / Specific Area Plan Documentation Services

Dear Ruth:

Thank you for meeting with Jackie Guthrie and me to discuss the proposed scope of work and the City's priorities. We have revised the scope of services to reflect the initial phase of work and revised the tasks as discussed. We appreciate the opportunity to visit the site with you and James Gardner to further understand your goals for future development. Again, we appreciate your invitation and are honored to propose our fees for Master Planning Services for the Old Home Manor Industrial Park in Chino Valley, Arizona. The intent of this proposal is to describe the full scope of professional services that will be provided to the Town of Chino Valley, while further defining the initial phases. Our specific scope of work for this project will include the following phases of work:

SCOPE OF SERVICES

Project Understanding

We understand that there is an immediate need for Master Planning / Specific Area Plan Documentation services for the Old Home Manor Industrial Park. EPS Group, Inc. and our sub-consultants are prepared to assist the Town of Chino Valley in developing the project within the Master Planning / Specific Area Plan Documentation phases, specifically for the Old Home Manor Industrial Park. Additionally, we recognize that EPS Group, in concert with the Town of Chino Valley will lead the consultant team within these phases of work.

A. Master Plan Documentation

Upon receipt of a signed contract and any preliminary written information from the Town of Chino Valley that may prove important to the direction of this specific project, the Master Planning process will precede forward and the preparation of the Master Plan documents will begin for the Old Home Manor Industrial Park. The development of a complete Master Plan Development Package and supporting documentation for the approximate 200-acre Industrial Park will provide the Town of Chino Valley the documentation, design guidelines, analysis, development standards and processes for tenant leases and for full development purposes. We anticipate the following tasks would be required:

PHASE I

Task 1 – Project Start-Up/Project Kick-off Meeting Fixed Fee: $3,450

Obtain and assemble all necessary base sheets and relevant project information. Specifically, the work included is as follows:

- Review the current Land Use Conceptual Map for Old Home Manor, existing conditions and any other preliminary information and confirm the level of expectations for the Master Planning process with the Town of Chino Valley.
- Review and confirm any budget/cost parameters for the Master Plan and all future site improvements for the Industrial Park.
- Review and confirm project schedule including key milestones and deadlines.
- Discuss and confirm the communication protocol and process for information distribution and dissemination.
- Discuss and confirm roles and responsibilities of each discipline.

Deliverables:
1. Schedule

Task 2 – Conceptual Plans/Lot Layout Fixed Fee: $15,800

EPS Group will prepare conceptual plans/lot layouts for the industrial site in accordance to the research findings and anticipated market demand. The selected conceptual plan will serve as the basis for the Conceptual Master Plan. The following will be accomplished:

- Prepare base maps from Topographic Survey Maps with 2' contours as provided by Chino Valley.
- Consultant will prepare two Conceptual Land Use Plans for the property. Each 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. Connectivity with the surrounding community including trail connections and future vehicular access.
  d. Drainage areas.
  e. Lot layouts.
  f. Site data table.

- The conceptual layouts will utilize lot sizes as determined during research, economic development analysis and discussion with the Town of Chino Valley.
- The Conceptual Plans will be reviewed with the Town and a final Conceptual Master plan will be prepared based on these final comments and discussions.

Deliverables:
1. Conceptual Land Use / Lot Layout Plans

Task 3 - Meetings and Coordination Fixed Fee: $5,050

EPS Group will participate in team meetings with the Town of Chino Valley to ensure that proper communication is being received by team members and the Town during each phase of work. For this Master Planning Phase of work we are anticipating four (4) visits to the Town of Chino Valley to 1. Establish vision and goals, 2. Meet with stakeholders, 3. Present concept plans to Economic Development Committee, and 4. Present revised concepts to Committee and City Council.

Deliverables:
1. Revised Land Use / Lot Layout Plans

PHASE II

Task 4 – Planning/Architectural and Material Guidelines Fixed Fee: $24,520

EPS Group will prepare specific design guidelines and criteria for the Planning, Architecture and Materials for the Old Home Manor Industrial Project. City Code standards will be incorporated where adequate to meet city vision (i.e. parking, landscape). The following will be accomplished:

- Develop Project Design Principles for the Industrial Park.
- Develop Site Planning Guidelines, which will include the following:

  a. Site Grading
  b. Setback Requirements
  c. Definition of Building Envelopes
  d. Open Space
  e. Walls/Fencing/Screening Guidelines
  f. Storage, Waste and Refuse Guidelines
  g. Loading and Service Area Guidelines
  h. Vehicular Circulation and Parking Guidelines
  i. Pedestrian and Bicycle Circulation Guidelines
  j. Site Utilities Guidelines
  k. Nuisance Guidelines
  l. Permitted Uses

- Develop Architectural Guidelines, which will include the following:

  a. Architectural Character
  b. Renderings for Proposed Buildings
  c. Typical Building Layout
  d. Site Specifications
  e. Color/Materials Palettes

- Develop Landscape Guidelines, which will include the following:

a. Overview and General Requirements
b. Landscape Character
c. Color/Materials Palettes
d. Landscape Easements
e. Frontage Areas
f. Non-Frontage Areas
g. Irrigation
h. Parcel Maintenance

Deliverables:
1. Project Narrative
2. Project Design Principles
3. Site Planning Guidelines
4. Architectural Guidelines
5. Landscape Guidelines

PHASE III

Task 5 – Traffic Circulation Plan Fixed Fee: $7,460

EPS Group will provide an Existing Circulation Plan, a Proposed Circulation Plan and will conduct a traffic circulation evaluation for the approximate 203-acre Industrial Site. The following will be accomplished:

- Prepare an Existing Circulation Plan that will include on-site roadways and major adjacent circulation routes to study and evaluate overall solutions for proposed traffic circulation for the surrounding area as necessary.
- Prepare a Proposed Circulation Plan based on the information and fact gathering from the existing conditions, as well as, the Conceptual Master Plans generated above. Future and proposed pedestrian and multi-use trails will also be identified and explored.
- Provide policy information and design recommendations for the access road extensions and sharing of same access road extensions between property owners/occupants.
- Estimate new traffic generated by the proposed development on the adjacent road network at the proposed access driveways.
- Distribute and assign the new traffic generated by the site to the local access intersections. A total of five (5) site access intersections are estimated for this task.
- Evaluate the existing and anticipated roadway circulation based upon the anticipated new trips to the adjacent roadway network for the purposes of determining recommended roadway cross sections for adequate traffic operation.
- Prepare a letter, including appendix, documenting the procedures, conclusions, and recommendations of the study. A draft letter will be provided for review prior to submittal to the Town of Chino Valley.

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.

Deliverables:
1. Existing Conditions Traffic Circulation Plan
2. Proposed Traffic Circulation Plan
3. Supplemental Traffic Recommendations/Findings

PHASE IV

Task 6 – Signage Plan Fixed Fee: $19,960

EPS Group will provide a Comprehensive Sign Plan for the Industrial Site. The following will be accomplished:

- Develop Project Logo
- Prepare an overall Comprehensive Sign Plan.
- Develop Project Signage and details including, Sign Schedule, Sign Location Map, Project Entry Sign, Primary Identification Signs, Project Direction Signs, Marketing Development Signs, Leasing Signs and Signage Setbacks.
- Develop Project Identification and Design Standards for the Industrial Park including, Typographic Samples, Arrow Styles, Color Samples and finishes.
- Develop Signage Guidelines for CC & R's documentation.

Deliverables:
1. Project Logo for Town of Chino Valley Old Home Manor Industrial Park
2. Comprehensive Sign Plan
3. Sign Schedule
4. Project Signage details
5. Signage Standards, Typographic Samples, Colors and Finishes
6. Signage Design Guidelines

PHASE V

Task 7 – Landscape Plan Fixed Fee: $14,920

EPS Group will provide an overall Landscape Master Plan for the Industrial Site, which will show roadways, vehicular access, thematic entry features, architectural elements, decorative pavements, industrial lots, pedestrian walkways, sidewalks, multi-use trails, retention basin landscape, streetscape landscaping, site amenities and open space areas, perimeter landscaping, site walls and fencing. The following will be accomplished:

- Prepare an Illustrative Landscape Master Plan as described above.
- Prepare a Thematic Street Tree Exhibit.
- Develop a Landscape Plant Palette for the Industrial Site in standards with the Arizona Department of Water Resources (ADWR) Plant Palette Guidelines.
- Prepare Entry and Specialty Area Enlargement Plans.

- Prepare a Landscape Wall Plan and Wall Character Details.
- Prepare Materials Imagery Boards for all Landscape Materials, Walls, Decorative Mulches, Pavements, Plants and Trees.

Deliverables:

1. Illustrative Landscape Master Plan
2. Thematic Street Tree Exhibit
3. Landscape Plant Palette
4. Entry and Specialty Area Enlargement Plans
5. Landscape Wall Plan and Wall Character Details
6. Material Imagery Boards

Task 8 – Lighting Plan and Specification Fixed Fee: $8,370

EPS Group and its Lighting Consultant will provide an overall Lighting Master Plan for the Industrial Site, which will show all street pole, pedestrian, accent, landscape and monument/signage lighting, as well as, lighting specifications for the overall project and the specific industrial uses. The following will be accomplished:

- Provide written lighting requirements, restrictions and Guidelines for light, medium and heavy industrial uses.
- Provide Dark Sky Ordinance Standards.
- For lighting specifications, provide color, material palettes and design components that will provide character consistent with Town history.
- Provide an overall lighting master plan and specifications for the master plan.
- Provide all of the above listed items in a format to be incorporated into the CC&R's.

Deliverables:

1. Lighting Master Plan
2. Lighting Specifications and Character
3. Lighting Requirements, Restrictions and Guidelines

PHASE VI

Task 9 – Grading & Drainage Master Plan (Optional Task) Fixed Fee: $14,250

EPS Group will prepare the Grading & Drainage Master Plan for the on-site improvements at Old Home Manor Industrial Master Planned Development. The Plan will address the following:

- The on-site drainage patterns, drainage areas, retention volumes required, retention volumes provided, estimated storm drain facilities and how offsite drainage flows will be addressed.
- The report will provide a general analysis of the entire master planned areas and will establish the design criteria that will be adhered to in the subsequent final design stages.
- A report documenting findings and results of modeling.

The Grading & Drainage Master Plan will be based on the Old Home Manor Land Use Conceptual Map provided by the Client and modified as part of this project. Any changes to the Grading & Drainage Master Plan due to changes to the finalized Land Use Plan will be considered "Additional Services," as described herein, and will be billed on an hourly basis per the current rate schedule attached.

It is understood that the analysis of offsite drainage patterns will be performed by the Town of Chino Valley and that off-site improvements including sizing and location for channels and/or culverts will not be required and will not be included in this study. Addressing any new review comments from the Client, Agencies, or Sub-consultants after the third review shall be provided as "Additional Services" as defined herein. The information used to prepare this Master Plan is limited to that which is readily available. Any field measurements will be considered "Additional Services" as defined herein.

Deliverables:
1. Grading & Drainage Master Plan

PHASE VII

Task 10 – Domestic Water Master Plan (Optional Task) Fixed Fee: $13,655

EPS Group will prepare the Domestic Water Master Plan for the on-site improvements at Old Home Manor Industrial Master Planned Development. The Plan will address the following:

- The conceptual location and size of all necessary domestic water system components to provide domestic water service and fire service for the project. Phasing of the Project will be addressed and lines will be located and sized to provide redundancy as required by the Town.
- The conceptual location for connection to the existing Town of Chino Valley Water System Lines.
- An Implementation or phasing plan for the construction of the domestic water system.
- A flow and pressure analysis of the proposed on-site system which includes a simulation of the system operation for each pressure zone within the development using a computer model with average day demands, maximum day demands with estimated fire flow, and peak hour demands.
- A report documenting findings and results of modeling.

The Domestic Water Master Plan will be based on the Old Home Manor Land Use Conceptual Map provided by the Client and modified as part of this project. Any changes to the Domestic Water Master Plan due to changes to the finalized Land Use Plan will be considered "Additional Services," as described herein, and will be billed on an hourly basis per the current rate schedule attached.

It is anticipated that off-site improvements including sizing and location for the booster pumps, storage tank, wells, and treatment requirements will not be required and will not be included in this study. Addressing any new review comments from the Client, Agencies, or Sub-consultants after the third review shall be provided as "Additional Services" as defined herein. The information used to prepare this Master Plan is limited to that which is readily available. Any field measurements or pressure testing will be considered "Additional Services" as defined herein.

Deliverables:
1. Domestic Water Master Plan

PHASE VIII

Task 11 – Wastewater Master Plan (Optional Task) Fixed Fee: $11,705

EPS Group will prepare the Wastewater Master Plan for the on-site improvements at Old Home Manor Industrial Master Planned Development. The master plan will address the following:

- The conceptual location and size, type and capacity of the necessary wastewater collection and transmission facilities needed to serve the project with wastewater demand generation factors based upon land use.
- The conceptual capacity of wastewater treatment system components needed to serve the project with wastewater demand generation factors based upon land use.
- The conceptual location for connection to the existing Town of Chino Valley Wastewater System Lines.
- A flow analysis of the proposed on-site system utilizing peak day flows.
- The calculations necessary to substantiate the selection of the sizes and capacities of the wastewater collection and transmission facilities, wastewater treatment capacity.
- A report documenting findings and results of modeling.
-

The Wastewater Master Plan will be based on the Old Home Manor Land Use Conceptual Map provided by the Client and modified as part of this project. Any changes to the Domestic Water Master Plan due to changes to the finalized Land Use Plan will be considered "Additional Services," as described herein, and will be billed on an hourly basis per the current rate schedule attached.

It is anticipated that offsite improvements to the Town of Chino Valley wastewater system will not be required for this project and are not included in this study. This Master Plan does not address treatment method and expansion for effluent disposal method and expansion. The information used to prepare this Master Plan is limited to that which is readily available. Any field measurements will be considered "Additional Services" as defined herein.

Deliverables:
1. Wastewater Master Plan

PHASE IX

Task 12 - ALTA/NSPS Land Title Survey Phase 1/Aerial Mapping Fixed Fee: $16,610

EPS Group will prepare a boundary survey to the 2016 Minimum Standards of an ALTA/NSPS Land Title Survey and will include Table A items 1, 4, 8 and 15 thereof, specifically for Phase 1 of the project, which is approximately 203-acres. A current Title Report for the property, along with copies of the Documents listed in Schedule B Exclusions, will be required in order to process the Survey.

- With regard to Table A Item 15, photogrammetric mapping will be the technology used for showing the locations of those features not otherwise necessary to be located to an appropriate and acceptable accuracy relative to a nearby boundary. *The entire 885 +/- acre site will be flown with this task*, but only those areas needed for the survey will be analyzed and compiled for 3D data. *The data analysis for future phases of the project will be done under a separate task*. A rectified ortho photo will be provided of the entire 885 acre site.

  The ALTA survey will not indicate contour lines or vertical grades. This information will be compiled in a separate basemap for use with design. No formal topographic survey drawing will be prepared.

  Elevations will be per Town of Chino Valley Datum.

Task 13 – Supplemental Topographic Survey/Utility Mapping Fixed Fee: $3,560

EPS Group will order record drawings for existing utilities in the vicinity from the appropriate agencies for all 885 acres. This information will be added to the topographic basemap for the 203 acre Phase 1 property to supplement the data collected from the aerial mapping task. Sewer manhole inverts will be collected for those manholes being utilized as part of the planning/engineering design. Inverts for specific structures and other specific features as needed for planning/engineering design will be located as part of this task.

Note: This fee may need to adjust based on the design needs for this project.

Task 14 – ALTA/NSPS Land Title Survey Phase 2/Aerial Mapping (Optional Task)
Fixed Fee: $28,800

EPS Group will prepare a boundary survey to the 2016 Minimum Standards of an ALTA/NSPS Land Title Survey and will include Table A items 1, 4, 8 and 15 thereof, specifically for Phase 2 of the project, which is approximately 682-acres. A current Title Report for the property, along with copies of the Documents listed in Schedule B Exclusions, will be required in order to process the Survey.

- With regard to Table A Item 15, photogrammetric mapping will be the technology used for showing the locations of those features not otherwise necessary to be located to an appropriate and acceptable accuracy relative to a nearby boundary. *The entire 885 +/- acre site will be flown with this task*. The analysis and compilation will be performed under this task for only the Phase 2 portion of the survey.

  The ALTA survey will not indicate contour lines or vertical grades. This information will be compiled in a separate basemap for use with design. No formal topographic survey drawing will be prepared.

Elevations will be per Town of Chino Valley Datum.

Task 15 – Supplemental Topographic Survey/Utility Mapping (Optional Task) Fixed Fee: $4,000

EPS Group will utilize the record drawings for existing utilities that were obtained during the Phase 1 task for this project and add that information to the topographic basemap for the 682 acre Phase 2 property to supplement the data collected from the aerial mapping task. Sewer manhole inverts will be collected for those manholes being utilized as part of the planning/engineering design. Inverts for specific structures and other specific features as needed for planning/engineering design will be located as part of this task.

Note: This fee may need to adjust based on the design needs for this project.

Task 16 – Legal Descriptions (Optional Task) Fixed Fee: $750 Each

EPS Group will provide legal descriptions and exhibits for the project. Each legal description and exhibit will be billed at a fixed fee rate of $750 after receiving authorization from the Client to proceed.

B. Zoning/Planned Area Development (PAD) Overlay

Upon review and approval of the Master Plan Documentation and supporting information by the Town of Chino Valley, the preparation of the Zoning and Planned Area Development (PAD) Overlay documents, supplemental information gathering process will take place. The development of a complete Rezoning and PAD Package for the Old Home Manor Industrial Park will provide the Town of Chino Valley the documentation for the zoning submittal approval process including public participation/neighborhood meeting procedures. We anticipate the following tasks would be required:

Task 1 – Zoning/PAD Overlay Fixed fee: $19,110

EPS Group will prepare a Planned Area Development (PAD) overlay and rezoning application package in accordance to the Town of Chino Valley requirements. The following tasks will be conducted:

- EPS Group will visit the site and surrounding area to understand the context of the proposed development including site conditions, constraints, and surrounding uses. Consultant will research various data sources that are pertinent to the property and review existing ordinances, codes, and other adopted or proposed plans, including the Town of Chino Valley General Plan, design guidelines and PAD zoning development standards to understand the potential for development.
- Attend a Pre-Application meeting with the Town of Chino Valley staff to discuss constraints, Town services, and available utilities, potential requirements to be imposed on the property, future road improvements and the Town's vision for the property.
- Prepare applications and necessary submittal documents in accordance with the Town of Chino Valley requirements for the purpose of obtaining zoning, to include:

  a. Completed Application
  b. Vicinity Map
  c. Survey Map (from Previous Task)
  d. Location Map with Boundary/Dimensions
  e. Legal Description (from Previous Task)
  f. Conceptual Master Plan (Based on Conceptual Planning Task) specifying the intended land uses (IE light, medium and heavy industrial uses) types of structures and intensity, primary points of access and major interior street alignments, setbacks, building envelopes, typical landscaping and screening treatments.
  g. Existing and proposed zoning
  h. Site Area, net/gross, feet/acres
  i. Narrative description of request to include development standards, setbacks, building height, intensity and parking requirements.
  j. Schedule of development

- Coordinate posting of public notice sign on property (Cost of sign responsibility of Owner). Coordinate project work with the Town and other consultants as may be identified during the process.

Deliverables:

1. Planned Are Development (PAD) Overlay and Rezoning Package
2. Existing and Proposed Zoning Exhibit
3. Schedule of Development
4. Narrative Description and Supporting Documentation

Task 2 – Neighborhood Meeting/Notifications Fixed Fee: $3,830

EPS Group will prepare the neighborhood notification package, schedule and conduct neighborhood meeting based upon the Town of Chino Valley requirements. EPS Group will act as the Town's representative to include coordination with designated sign company, preparation for the meeting, facilitation of the meeting and documentation of meeting notes to the Town.

Task 3 – Meetings and Coordination Fixed Fee: $8,400

EPS Group will attend coordination meetings in the Town of Chino Valley during the Zoning and PAD Overlay task. This task assumes six (6) total visits to the Town of Chino Valley, which includes three (3) Town staff meetings, one (1) neighborhood meeting and two (2) public hearings.

C. Covenants, Codes, and Restrictions (CC & R's)

The general objective for this phase of work is to provide complete documentation for the Covenants, Codes, and Restrictions (CC & R's) for the Old Home Manor Industrial Park. Specific tasks may include the following tasks:

Task 1 – Covenants, Codes, and Restrictions Documentation Fixed Fee: $25,740

EPS Group will provide final documentation, exhibits, narratives, text approval procedures for the Covenants, Codes, and Restrictions (CC & R's) for the approximate 200-acre Industrial Site. The following will be accomplished:

- Through the use of an experienced attorney as a consultant, BFSO Law will prepare a comprehensive set of Covenants, Conditions and Restrictions (CC & R's) for the project that will impose mutual and beneficial restrictions, covenants, conditions, development standards, and easements to promote a uniform plan of development for the project. BFSO Law will also advise the Town of Chino Valley on the proper structure and formation of all entities necessary to implement the CC & R's and related covenants and restrictions.

- Produce Design Review and Approval Procedures including:

  a. Procedures
  b. Site Plan / Specific Lot Layout Design Submittal
  c. Schematic Plan Submittal
  d. Final Plan Submittal
  e. Effect of Approval of Applicant's Submissions
  f. Town of Chino Valley Approval

- Utilizing the exhibits, illustrations, narratives and information from the Master Planning phase above, EPS Group will compile the information into a complete document for the use within the CC & R's. This will include the following:

  a. Introduction
  b. Design Review and Approval Procedures (from Above)
  c. Site Planning Guidelines
  d. Architectural Guidelines
  e. Landscape Guidelines
  f. Signage Guidelines
  g. Site Lighting Guidelines
  h. Construction

i. Approved Plant List
j. Zoning Summary by Parcel
k. Exhibits

Deliverables:
1. Covenants, Codes and Restrictions Document (8 ½" x 11")

Task 2 – Meetings and Coordination Fixed Fee: $4,080

EPS Group will participate in team meetings with the Town of Chino Valley to ensure that proper communication is being received by team members and the Town during each phase of work. For this Phase of work, we are anticipating two (2) visits to the Town of Chino Valley to review the progress of the Covenants, Codes and Restrictions Documentation efforts at Draft Review and Final Review stages of the overall Document.

D. Development Assistance

The general objective for this phase of work is to provide the Town of Chino Valley assistance within the Development Execution phase of work. Specific tasks may include the following tasks:

Task 1 – Cost/Benefit Analysis of Property Fixed Fee: $7,430

EPS Group will provide a Cost/Benefit Analysis of lease versus sale of the property. Specific Task may include:

- Recommendations for maximizing promotion and intensity of development of the industrial park.
- Investigate the possibilities to combine with promotion of Old Home Manor recreational parks/facilities.
- Investigate the possibilities of the use of Yavapai College Facility and Job Training Programs.

Deliverables:
1. Cost/Benefit Analysis of Property Report (8 ½" x 11")

Task 2 – Tax/Financial Incentives Investigation Fixed Fee: $5,410

EPS Group will investigate Tax and other financial incentive opportunities for the Town of Chino Valley and for the Development of the Industrial Park. BFSO Law will act as legal counsel and advise EPS Group and the Town of Chino Valley with respect to the statutory and regulatory framework of such tax and other financial incentives on the federal, state and local level.

Deliverables:
1. Tax/Financial Incentives Investigation Report (8 ½" x 11")

Task 3 – Templates for Lease/Sales Documents Fixed Fee: $5,410

EPS Group will prepare Templates for lease and sale documents with advisements to the Town of Chino Valley on restrictions of use based on grant funding. BFSO Law will work with EPS Group to ensure that the lease and sale Templates comply with Arizona law.

Deliverables:
1. Template for Lease Document (8 ½" x 11")
2. Template for Sales Document (8 ½" x 11")

Task 4 – Private Development Partnership Guidance Fixed Fee: $5,410

EPS Group will investigate and provide guidance to the Town of Chino Valley on Partnerships with private development interests west of Jerome Junction Road through Improvement Districts, CFDs, etc. BFSO Law will act as legal counsel and advise EPS Group and the Town of Chino Valley with respect to the legal requirements of such partnerships.

Deliverables:
1. Private Development Partnership Report (8 ½" x 11")

Task 5 – Building Permit Template Fixed Fee: $3,470

EPS Group will prepare a Template for a Building Permit in both Word and PDF formats for the Town of Chino Valley, specific to Old Home Manor Industrial Park.

Deliverables:
1. Building Permit Template (8 ½" x 11")

Task 6 – Tenant Impact/Benefit Analysis Fixed Fee: $4,410

EPS Group will prepare a tool to measure the impact/benefit of each tenant, by investigating the Economic Impact Study completed by Elliott Pollack and other means of information/Analysis to measure these important factors.

Deliverables:
1. Tenant Impact/Benefit Analysis Report (8 ½" x 11")

Task 7 – Meetings and Coordination Fixed Fee: $5,790

EPS Group will participate in team meetings with the Town of Chino Valley to ensure that proper communication is being received by team members and the Town during each phase of work. For this Phase of work, we are anticipating four (4) visits to the Town of Chino Valley to discuss the above Development Assistance tasks.

Conditions and Exclusions

1. No design or documentation for any planning outside the areas described as the scope of work within this proposal.
2. This scope of work and fees do not include any work associated with the following: Storm Water Pollution Prevention Plan, Public Street Improvements, Map of Dedication, Legal Descriptions not otherwise indicated, Agricultural Irrigation facilities relocations, Offsite or Public sewer or water lines, Construction Plans of Documents, Construction Specifications, Construction related certifications, Preparation of As-Builts, Geotechnical Investigations / Reports, environmental Investigations / Reports, Mechanical Engineering or Calculations or any other items not specifically indicated in the scope of work.
3. No engineering of construction documentation for site retaining walls, water feature(s), sculptures, shade structures and site lighting not otherwise indicated.
4. No review of certificates for payment for accuracy and completeness.
5. No formal Traffic Study.
6. No plant field survey for the property that identifies all trees and major plantings by name, size, character and health.
7. Construction Permitting Fees are not included within this scope of work.

Project Team

EPS Group typically organizes projects in a team format with key responsibilities divided between each discipline. The key team members for this project are listed below:

Project Manager: Brandon Squire, PE
Brandon will serve as the Project Manage and will be responsible for leading the design, consultant team and management efforts associated with the work. His responsibilities will include the coordination of EPS Group in-house design team as well as regular communication and coordination with the Town of Chino Valley and all members of the consultant team.

Planner/LA: Tom Snyder, RLA, ASLA
Tom will serve as the Project Planner/Landscape Architect and will be responsible for leading the design and planning efforts on a conceptual and tactical level. He will have primary responsibility for the overall content and quality of the work prepared by EPS Group. He will attend presentation meetings at critical junctures within the project.

Project Planner: Jackie Guthrie, AICP
Jackie will serve as the Project Planner and will be responsible for leading the planning efforts within the rezoning / Planned Area Development overlay efforts. She will also be leading the facilitation of the Neighborhood Meetings/Notifications, as well, as the efforts within the Site Planning Guidelines.

Civil Engineer: Dan ("Ox") Auxier, PE
Ox will serve as the Civil Engineer and will be responsible for providing professional expertise and will lead any grading and drainage design with other team members within the Land Development Department.

Legal Survey: Mary Kennedy, RLS
Mary will serve as the Legal Survey Manager and will be responsible for leading her team within the Survey efforts within the ALTA/NPS Land Title Survey, Supplemental Topographic Survey/Utility Mapping and any Legal Descriptions for the Old Home Manor Industrial Park project.

Traffic Engineer: Eric Maceyko, PE, PTOE
Eric will serve as the Traffic Engineer and will be responsible for providing evaluation and professional expertise within the Traffic Circulation Plans and the documentation phase of work.

Project Schedule

A Project Schedule graphically showing key deadlines, milestones and deliverables for each phase of work will be generated and given to all team members as well as the Town of Chino Valley, during the initial kick-off meeting for the project. This schedule will be a touchstone for all team members for all productivity and key project events.

Compensation and Fees

Compensation for these services shall be on a fixed fee basis, plus reimbursable materials and expenses, unless otherwise noted. Proposed fees are as follows:

Phase	**Proposed Fee**
A. Master Plan Documentation	$ 119,700
B. Zoning/Planned Area Development Overlay	$ 31,340
C. Covenants, Codes and Restrictions	$ 29,820
D. Development Assistance	$ 37,330
Total	**$ 218,190**

Compensation for these *OPTIONAL* services shall be on a fixed fee basis, plus reimbursable materials and expenses, unless otherwise noted. Proposed fees are as follows:

Optional Tasks	**Proposed Fee**
1. ALTA/NSPS Land Title Survey Phase 2/Aerial Mapping	$ 28,800
2. Supplemental Topographic Survey/Utility Mapping	$ 4,000
3. Legal Descriptions ($750 Each)	$ 750
4. Grading & Drainage Master Plan	$ 14,250
5. Domestic Waster Master Plan	$ 13,655
6. Wastewater Master Plan	$ 11,705
Total	**$ 73,160**

Reimbursable Expenses are in addition to compensation for basic services. Reimbursable Expenses incurred by EPS Group Inc. and any consultants directly related to the project such as, but not limited to, travel, photography, and printing charges shall be billed at cost plus ten percent (10%).

Services in addition to those described above are to be compensated on a Time & Materials basis. Additional services will include redesign of previously approved work, major revisions to program and/or expansion of scope of work. Whenever practical, changes, additions, or modifications to the scope of work shall be authorized by a written change order request; however, the absence of such written change order shall not act as a bar to payment of fees due to EPS
Group, provided the change was in fact approved and ordered by the client.

If the Scope of Work changes or a fixed fee is agreed upon, the agreement shall be modified accordingly or suspended by a new proposal or contract.

Standard Terms/Conditions and hourly billing rates are included with this proposal. If this proposal is acceptable, please sign below and return the original copy. Our receipt will constitute a notice to proceed.

If you should have any questions, please do not hesitate in contacting me at (480) 503-2250. We welcome the opportunity to be of service to you and to your team for the Old Home Manor Industrial Park.

By: _____ Date: 9/28/2016

Brandon Squire, PE
Senior Project Manager
EPS Group Inc.

Accepted
By: _____ Date: _____

For: _____ Title: _____

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

Project Manager, Planner - Jackie Guthrie, AICP
Landscape Architect - Tom Snyder, ASLA
Landscape Designer - Valeria Bravo
Civil Engineer - Brandon Squire, PE
Planner - Josh Hannon

SUBCONSULTANTS:

Architect - Sergio A. Martinez, RA
Agate Construction

EXHIBIT C
SCHEDULE OF SERVICES

See Attached

TOWN OF CHINO VALLEY OLD HOME MANOR INDUSTRIAL PARK FEE AND MANHOURS

Date: April 20, 2017

		Project Manager $145.00	Landscape Architect $130.00	Landscape Designer $100.00	Project Engineer $155.00	Project Planner $130.00		
No.	**Item**	**Hours**					**Total Hrs**	**Fee Per Task**
A. MASTER PLAN DOCUMENTATION								
1.1	Project Start-up/Kick-off Meeting	8	6	6	4	4	**28**	$3,680.00
1.4	Conceptual Plans/Lot Layouts	12	26	26	20	24	**108**	$13,940.00
1.10	Meetings and Coordination	18	8		6	4	**36**	$5,100.00
	Hours	38	40	32	30	32	**172**	
	Fee	$5,510.00	$5,200.00	$3,200.00	$4,650.00	$4,160.00	**$22,720.00**	**$22,720.00**
	Sub-Consultants							
	Architecture							**$1,580.00**
	SUBTOTAL CONSULTANTS							**$1,580.00**
	SUBTOTAL PER PHASE							**$24,300.00**

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

2. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount
Phase I	
Task 1 Project Start-Up/Project Kick-off Meeting	**$ 3,450.00**
Task 2 Conceptual Plans/Lot Layout	**$15,800.00**
Task 3 Meetings and Coordination	**$ 5,050.00**
Total	**$24,300.00**

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the Consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of $500.00. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at .55 cents per mile. Any out of state travel must receive prior approval of Town.)

2. Costs of printing, as required by the contract.

3. Cost of long distance telephone, postage, UPS, Federal Express, etc.

4. Cost of faxes at $ NA per page.

5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN [ ]
CONSULTANT [ ]
OTHER [ ]

PROJECT: _____ DATE:
OWNER: Town of Chino Valley
CONSULTANT:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of _____

The new compensation under the Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____	_____
Consultant	Town of Chino Valley
By _____	By _____
Date _____	Date _____

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.c.**

Meeting Date:	05/09/2017
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 and possible discussion of the Preliminary Budget for the Fiscal Year Ending June 30, 2018. (Joe Duffy, Finance Director)

SITUATION & ANALYSIS:

The Finance Director will provide a presentation on the preliminary budget for Fiscal Year Ending June 30, 2018.

Attachments

Budget Packet

Town of Chino Valley

Fund Balance by Fiscal Year

	Total All Funds	General Fund	HURF Fund	Water Enterprise	Sewer Enterprise	Capital Improvement	Debt Service	Total Non Major Funds
Fund Balance 6/30/16	19,089,738	5,053,280	456,204	3,777,322	8,116,957	582,130	128,708	975,137
Fiscal Year 2017								
Revenues	18,887,061	8,486,352	971,387	712,249	2,910,257	1,484,126	727,000	3,595,690
Expenditures	18,312,314	8,153,083	866,100	548,415	3,265,595	1,414,000	398,695	3,666,426
Fund Balance 6/30/17	19,664,485	5,386,549	561,491	3,941,155	7,761,619	652,256	457,014	904,401
Fiscal Year 2018								
Revenues	23,823,000	8,865,000	998,000	2,690,600	2,365,000	4,621,900	698,000	3,584,500
Expenditures	24,739,800	9,204,300	1,090,000	2,632,800	2,339,700	4,619,500	698,000	4,155,500
Fund Balance 6/30/18	18,747,684	5,047,248	469,491	3,998,955	7,786,919	654,656	457,014	333,401
Fiscal Year 2019								
Revenues	23,149,000	9,106,700	1,050,600	2,649,300	2,349,000	3,559,900	849,000	3,584,500
Expenditures	23,261,500	9,461,900	1,044,500	2,609,200	2,184,800	3,544,000	848,500	3,568,600
Fund Balance 6/30/19	18,635,184	4,692,048	475,591	4,039,055	7,951,118	670,556	457,514	349,301

TOWN OF CHINO VALLEY

GENERAL FUND

	Budget FY 16-17	Estimate FY 16-17	**Budget FY 17-18**
REVENUES			
On Going Revenues	8,054,500	8,236,352	**8,465,000**
Transfers In - Capital Improvement Fund	250,000	250,000	**400,000**
Carry Over	200,000		**339,300**
TOTAL REVENUES	$ 8,504,500	$ 8,486,352	**$ 9,204,300**
EXPENDITURES			
Department Expenditures	8,029,500	7,803,083	**8,689,300**
Contingencies	400,000	275,000	**440,000**
Transfers To HURF	75,000	75,000	**75,000**
TOTAL EXPENDITURES	$ 8,504,500	$ 8,153,083	**$ 9,204,300**
REVENUES (UNDER) OVER EXPENDITURES	$0	$333,269	**$0**
BEGINNING FUND BALANCE	$ 4,776,202	$ 5,053,280	**$ 5,047,249**
REVENUES (UNDER) OVER EXPENDITURES	$0	$333,269	**$0**
ENDING FUND BALANCE	$ 4,776,202	$ 5,386,549	**$ 5,047,249**
LESS INTERFUND LOANS	$ 1,800,000	$ 1,800,000	**$ 1,800,000**
TOTAL AVAILABLE RESOURCES	$ 2,976,202	$ 3,586,549	**$ 3,247,249**
Minimum Reserve Requirement @ 25% of total expenditures	2,126,125	2,038,271	**2,301,075**

The Total Available Resources reflect the current assets available for use less the Interfund Loans.

TOWN OF CHINO VALLEY
HURF FUND

	Budget FY 16-17	Estimate FY 16-17	**Budget FY 17-18**
REVENUES			
On Going Revenues	855,500	896,387	**923,000**
Transfers In - General Fund	75,000	75,000	**75,000**
Carry Over	35,500	-	**92,000**
TOTAL REVENUES	$ 966,000	$ 971,387	**$ 1,090,000**
EXPENDITURES			
Department Expenditures	841,000	741,100	**840,000**
Road Material	125,000	125,000	**250,000**
Perkinsville Roundabout	-		
TOTAL EXPENDITURES	$ 966,000	$ 866,100	**$ 1,090,000**
REVENUES (UNDER) OVER EXPENDITURES	$0	$105,287	**$0**
BEGINNING FUND BALANCE	$ 349,201	$ 456,204	**$ 469,491**
REVENUES (UNDER) OVER EXPENDITURES	$0	$105,287	**$0**
ENDING FUND BALANCE	$ 349,201	$ 561,491	**$ 469,491**
Minimum Reserve Requirement @ 25% of department expenditures	178,500	216,525	**272,500**

TOWN OF CHINO VALLEY
CAPITAL IMPROVEMENT FUND

	Budget FY 16-17	Estimate FY 16-17	**Budget FY 17-18**
REVENUES			
On Going Revenues	1,372,500	1,374,126	**2,013,900**
Transfers In from Road Impact Fees	553,000	-	**498,000**
Bond Proceeds/Other	2,000,000	-	**2,000,000**
Yavapai Drainage District	110,000	110,000	**110,000**
TOTAL REVENUES	$ 4,035,500	$ 1,484,126	**$ 4,621,900**
EXPENDITURES			
Department Expenditures	2,069,000	115,000	**2,745,000**
Road Impact Fee Projects	553,000	-	**498,000**
Yavapai Drainage District	110,000	110,000	**110,000**
Grant Match	137,000	137,000	**143,500**
TFRS To General Fund	250,000	250,000	**400,000**
TFRS To Water Enterprise	75,000	75,000	**25,000**
TFRS To Debt Service Fund	727,000	727,000	**698,000**
TOTAL EXPENDITURES	$ 3,921,000	$ 1,414,000	**$ 4,619,500**
REVENUES (UNDER) OVER EXPENDITURES	$114,500	$70,126	**$2,400**
BEGINNING FUND BALANCE	$ 609,586	$ 582,130	**$ 652,256**
REVENUES (UNDER) OVER EXPENDITURES	$114,500	$70,126	**$2,400**
ENDING FUND BALANCE	$ 724,086	$ 652,256	**$ 654,656**

TOWN OF CHINO VALLEY
WATER FUND

	Budget FY 16-17	Estimate FY 16-17	**Budget FY 17-18**
REVENUES			
On Going Revenues	470,000	580,446	**608,600**
Prescott IGA/Misc.	61,000	56,803	**57,000**
Transfers From Capital Improvement Fund	75,000	75,000	**25,000**
Water System Acquisition Funds	2,000,000		**2,000,000**
TOTAL REVENUES	$ 2,606,000	$ 712,249	$ **2,690,600**
EXPENDITURES			
Department Expenditures	511,500	479,915	**561,100**
Debt/Contingency	94,500	68,500	**71,700**
Water System Acquistion Expense	2,000,000		**2,000,000**
TOTAL EXPENDITURES	$ 2,606,000	$ 548,415	$ **2,632,800**
REVENUES (UNDER) OVER EXPENDITURES	$0	$163,834	**$57,800**
BEGINNING FUND BALANCE	$ 3,900,277	$ 3,777,322	$ **3,941,156**
REVENUES (UNDER) OVER EXPENDITURES	$ -	$163,834	**$57,800**
ENDING FUND BALANCE	$ 3,900,277	$ 3,941,156	$ **3,998,956**
Minimum Reserve Requirement @ 25% of total department expenditures	151,500		**158,200**

TOWN OF CHINO VALLEY
SEWER FUND

	Budget FY 16-17	Estimate FY 16-17	**Budget FY 17-18**
REVENUES			
On Going Revenues	1,619,500	1,644,571	**1,865,000**
Bond Proceeds - WIFA	500,000	1,265,686	**500,000**
Carry Over	365,500	-	**-**
TOTAL REVENUES	$ 2,119,500	$ 2,910,257	$ **2,365,000**
EXPENDITURES			
Department Expenditures	1,113,500	1,075,794	**937,700**
WIFA Project	500,000	1,308,227	**500,000**
Debt/Contingency	871,500	881,574	**902,000**
TOTAL EXPENDITURES	$ 2,485,000	$ 3,265,595	$ **2,339,700**
REVENUES (UNDER) OVER EXPENDITURES	($365,500)	($355,338)	**$25,300**
BEGINNING FUND BALANCE	$ 8,442,331	$ 8,116,957	$ **7,761,619**
REVENUES (UNDER) OVER EXPENDITURES	($365,500)	($355,338)	**$25,300**
ENDING FUND BALANCE	$ 8,076,831	$ 7,761,619	$ **7,786,919**
Minimum Reserve Requirement @ 25% of total department expenditures	621,250	816,399	**584,925**

Town of Chino Valley

Total Expenditure Summary by Department

	Description	2016-17 Adopted Budget	2016-17 Estimate	2017-18 Adopted Budget	Budget Change	Budget Changes next Fiscal Year	Impact
GENERAL FUND							
41	PROSECUTOR	**123,700**	113,317	**116,100**	(7,600)	Salaries and Benefits	2,400
						Reduction in Prosecutor Contract	(10,000)
42	TOWN CLERK	**224,000**	189,350	**197,900**	(26,100)	Salaries and Benefits	12,400
						Election Costs	(38,500)
43	TOWN MANAGER	**371,400**	377,150	**352,300**	(19,100)	PT Front Desk	12,000
						Salaries and Benefits	(31,100)
44	HUMAN RESOURCES	**221,600**	212,000	**233,000**	11,400	Salaries and Benefits	4,200
						Services and Supplies	(2,800)
						Advertising	2,000
						Contract Services	8,000
45	MUNICIPAL COURT	**278,600**	263,500	**281,500**	2,900	Salaries and Benefits	6,400
						Audit every three years	(3,500)
46	FINANCE	**343,200**	342,250	**356,100**	12,900	Salaries and Benefits	8,800
						Audit Increase	2,500
						Services and Supplies	1,600
47	MGMT INFORMATION	**336,400**	290,150	**285,300**	(51,100)	Salaries and Benefits	(35,200)
						Services and Supplies	(11,400)
						Capital Prior Fiscal Year	(37,000)
						Document Management	**30,000**
						Aerial Imagry	**2,500**
50	MAYOR AND COUNCIL	**43,200**	35,300	**40,700**	(2,500)	Services and Supplies	(2,500)
55	PLANNING	**207,000**	177,400	**212,600**	5,600	Salaries and Benefits	4,600
						Services and Supplies	1,000
56	BUILDING INSPECTION	**257,700**	236,640	**189,200**	(68,500)	Salaries and Benefits	(47,800)
						Services and Supplies	(5,700)
						Clean up Campaign - moved to Cust Svs	(15,000)
60	POLICE	**2,768,800**	2,724,800	**3,140,300**	371,500	1/2 time officer to FT	47,000
						PSPRS Increase	**150,000**
						Police Officer Salary Adjustment	**103,000**
						Services and Supplies	22,500
						Police Cars Lease Payment	**49,000**
61	ANIMAL CONTROL	**128,300**	112,000	**127,400**	(900)	Salaries and Benefits	(900)
63	RECREATION	**96,100**	86,536	**110,000**	13,900	Salaries and Benefits	(2,300)
						Services and Supplies	1,200
						Recreation Programs	**5,000**
						Fireworks	**10,000**
64	LIBRARY	**312,600**	308,250	**326,400**	13,800	Salaries and Benefits	13,800
66	SENIOR CENTER	**271,600**	265,300	**300,600**	29,000	Salaries and Benefits	9,800
						Rent Machinery & Equipment	3,200
						Capital Prior FY	(4,000)
						ADA Bathroom	**20,000**

Town of Chino Valley

Total Expenditure Summary by Department

	Description	2016-17 Adopted Budget	2016-17 Estimate	2017-18 Adopted Budget	Budget Change	Budget Changes next Fiscal Year	Impact
68	PARKS MAINTENANCE	**373,400**	401,448	**430,200**	56,800	Salaries and Benefits	4,500
						Contract and Support Services PT Help	**10,000**
						Parks Maintenance	5,000
						Utilities - Water	30,000
						Other Services and Supplies	(2,700)
						Equipment - Lease Purchase	**10,000**
69	AQUATICS CENTER	**220,400**	257,779	**206,000**	(14,400)	Salaries and Benefits	13,100
						Utilities Gas	(7,000)
						Capital Prior Fiscal Year	(20,000)
						Services and Supplies	(500)
71	FACILITIES MAINTENANC	**343,500**	356,198	**421,600**	78,100	Salaries and Benefits	6,100
						Maint Town Facilities	10,000
						Utilities - Electric	3,000
						Travel & Training	1,000
						Other Services and Supplies	2,000
						Paints North Campus Buildings	**25,000**
						Memory Park Restrooms	**25,000**
						Equipment - Lease Purchase	**6,000**
73	FLEET MAINTENANCE	**283,000**	251,274	**278,700**	(4,300)	Salaries and Benefits	3,700
						Maint Police Vehicles	6,000
						Other Services and Supplies	3,000
						Gas - Pool Vehicles	(5,000)
						Gas - Police Vehicles	(10,000)
						Gas - Parks Vehicles	(2,000)
74	ENGINEERING	**125,900**	75,750	**230,100**	104,200	**Reduce Interdepartmental to HURF**	**100,000**
						Salaries and Benefits	3,700
						Services and Supplies	500
75	CUSTOMER SERVICE	**118,100**	101,000	**240,800**	122,700	Salaries and Benefits	88,800
						Services and Supplies	1,300
						Professional Services	12,600
						Small Tools/Equip/Furniture	(5,000)
						Clean Up Campaign - From Building	**25,000**
95	NON DEPARTMENTAL	**1,056,000**	975,691	**1,127,500**	71,500	**Legal Services**	**50,000**
						Liability Insurance	15,000
						Website Redesign	(13,000)
						Other Services and Supplies	(500)
						Contingencies (Total $440,000)	**40,000**
						UDO Update	(20,000)
TOTAL GENERAL FUND		**8,504,500**	8,153,083	9,204,300	699,800		699,800

Town of Chino Valley

Total Expenditure Summary by Department

	Description	2016-17 Adopted Budget	2016-17 Estimate	2017-18 Adopted Budget	Budget Change	Budget Changes next Fiscal Year	Impact
HIGHWAY USER REVENUE FUND							
278	ROAD MAINTENANCE	**966,000**	866,100	**1,090,000**	124,000	Salaries and Benefits	14,200
						Professional Services	(5,000)
						Services and Supplies	800
						Gas/Oil	(2,000)
						Road Signs	5,000
						Road Materials ($250,000 Total)	**125,000**
						Hwy 89 Maintenance (New Item)	**50,000**
						Lease Purchase Payments	**36,000**
						Interdepartmental	**(100,000)**
							124,000
WATER ENTERPRISE FUND							
482	WATER UTILITY OPERATI	**2,537,500**	479,915	**561,100**	(1,976,400)	Water Acquisition	(2,000,000)
						Salaries and Benefits	18,800
						Professional Services	(10,000)
						System Maintenance and Repair	20,000
						Lease Purchase CWMHP LOT	(4,300)
						Lease Purchase Payments	9,000
						Services and Supplies	(9,900)
495	WATER ENTERPRISE FUN	**68,500**	68,500	**2,071,700**	2,003,200	Debt Service	3,200
						Water Acquisition (Placeholder)	**2,000,000**
		2,606,000	**548,415**	**2,632,800**	26,800		26,800
CAPITAL IMPROVEMENT FUND							
590	MISC CAPITAL PROJECTS	**3,921,000**	1,414,000	**4,619,500**	698,500	**Community Center Remodel**	**50,000**
						Community Center WIFI & Tower	**50,000**
						RED Grant Match	**69,000**
						ACA Econ Strength Projects	**74,500**
						USDA Old Home Manor	**30,000**
						Lease Purchase Equipment GF	**615,000**
						Transfer to GF - Police	**100,000**
						Transfer to Water Enterprise Fund	(50,000)
						Transfer to Debt Service	(30,000)
						Capital Prior Fiscal Year	(210,000)
							698,500
SEWER ENTERPRISE FUND							
683	SEWER	**1,613,500**	2,384,021	**937,700**	(675,800)	Salaries and Benefits	21,900
						Compliance/Testing	7,000
						Bad Debt Expense	10,000
						Sludge Disposal Fees	10,000
						Maint - Collections	15,000
						Capital Projects	(893,000)
						Services and Supplies	(700)
						Building	**50,000**
						Drying Bed	**50,000**
						Regional Grant Match	**15,000**
						Plant Improvements	30,000
						Lease Purchase Payments	**9,000**
695	CAP/DEBT CONTINGENCI	**871,500**	881,574	**1,402,000**	530,500	Debt Service	30,500
						Sewer Extensions - (Place Holder)	**500,000**
		2,485,000	**3,265,595**	**2,339,700**	(145,300)		(145,300)

Town of Chino Valley

Total Expenditure Summary by Department

	Description	2016-17 Adopted Budget	2016-17 Estimate	2017-18 Adopted Budget	Budget Change	Budget Changes next Fiscal Year	Impact
GRANTS FUND							
7	GRANTS	**3,500,000**	3,500,000	**3,500,000**	-		-
DEBT SERVICE FUND							
8	DEBT SERVICE	**727,000**	398,695	**698,000**	(29,000)	Debt Service	(29,000)
SPECIAL REVENUE FUND COURT							
9	SPECIAL REV FUND	**38,500**	9,700	**38,500**	-		
CAPITAL ASSET REPLACEMENT							
10	ASSET REPLACEMENT EXI	**50,000**	47,500	**60,000**	10,000	Capital Prior Fiscal Year	(40,000)
						New Police Car/Other Equipment	**50,000**
							10,000
IMPACT FEE FUNDS							
11	TOTAL IMPACT FEES	**571,500**	50,226	**498,000**	(73,500)	Impact Fees	(73,500)
SPECIAL REVENUE FUND PD							
16	VEHICLE IMPOUND EXPE	**45,000**	55,000	**55,000**	10,000		10,000
LIGHTING IMPROVEMENT DISTRICTS							
40	CVSLID	**4,000**	4,000	**4,000**	-		
TOTAL EXPENDITURES		**23,418,500**	**18,312,314**	**24,739,800**	1,321,300		1,321,300

Town of Chino Valley
Interfund Transfers
Budget 2017/2018

	Capital Improvement	General Fund	HURF Fund	Water Fund	Debt Service	Road Impact
General Fund To Hurf for Road Materials		$ (75,000)	$ 75,000			
Capital Improvement to General Fund - Police	$ (250,000)	$ 250,000				
Captial Improvement to General Fund - Acquatics	$ (150,000)	$ 150,000				
Capital Improvement to Water	$ (25,000)			$ 25,000		
Capital Improvement to Debt Service Fund	$ (698,000)				$ 698,000	
Road Impact Fees	$ 498,000					$ (498,000)
Total Transfer by Fund	$ (625,000)	$ 325,000	$ 75,000	$ 25,000	$ 698,000	$ (498,000)
Net Transfers In	$ 498,000	$ 400,000	$ 75,000	$ 25,000	$ 698,000	
Net Transfers Out	$ (1,123,000)	$ (75,000)				$ (498,000)
Total Transfer by Fund	$ (625,000)	$ 325,000	$ 75,000	$ 25,000	$ 698,000	$ (498,000)

Town of Chino Valley
Interdepartmental Charges

	Budget FY 17-18 Public Works	Budget FY 17-18 Customer Service	Net Effect FY 17-18
General Fund			
74 Engineering	(200,000)	-	
75 Customer Service		(190,000)	
Total General Fund	(200,000)	(190,000)	(390,000)
	-		
HURF Fund	100,000	-	100,000
Total Water Fund	50,000	50,000	100,000
Total Sewer Fund	50,000	140,000	190,000
Net Interdepartmental by Fund	-	-	-
Total Water Customers	27%	50,790	
total Sewer Customers	73%	139,210	
Total Customers	100%	190,000	

Town of Chino Valley
Equipment Needs

Department	Equipment	Estimated Cost
Police	Police Cars (6)	$300,000
Roads	Backhoe	$120,000
Roads	Enclosed Mower	$100,000
Utilities	Service Truck	$45,000
Utilities	F650 Dump Truck	$65,000
Parks	Mowers	$60,000
Facilities	Maintenance Van - Library	$35,000
	Total	**$725,000**

Town of Chino Valley
Budget Calendar
Fiscal Year Ending June 30, 2018

	Date
Council Retreat to determine next year budget goals / strategic plan	1/31/2017
Modify/update budget database/format budget	January
Budget Calendar to departments	February 14, 2017
Distribute budget materials to departments	February 17, 2017
Complete first draft of Revenue Manual	February 28, 2017
Finance Director meeting with departments	March 1 - 9, 2017
Budget worksheets due from departments with performance measures	March 16, 2017
Departments budget meetings with Town Manager to review base budgets, capital budgets, new personnel requests and other issues	March 27 - 30, 2017
Revenue Manual Presentation To Council	March 14, 2017
Council Budget Presentation	May 6, 2017
Council Budget Hearing #1	May 10, 2017
Council Budget Hearing #2 if needed	May 16, 2017
Adopt Tentative Budget Adopt CVSLID Resolution approving estimates, set public hearing	May 23, 2017
Tentative Budget posted on website (within 5 business days)	May 24, 2017
First publication of Tentative Budget	June 6, 2017
Second publication of Tentative Budget	June 13, 2017
Adopt Final Budget Public Hearing CVSLID, adopt resolution setting budget	June 27, 2017
Final Budget posted on website (within 7 business days)	June 28, 2017
Adopt CVSLID Resolution set tax rate	July 11, 2017