Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING	**Council Chambers**
Tuesday, May 14, 2013	**202 N. State Route 89**
6:00 P.M.	**Chino Valley, Arizona**

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Introduction of Tracie Schimikowsky, new Executive Director for the Chino Valley Area Chamber of Commerce.

b) Proclamation declaring May 24-25, 2013 as "Poppy Days," sponsored by the American Legion Auxiliary.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. 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 speaker remarks.

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.

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 the April 9, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve the April 16, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to approve the April 18, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to approve the April 23, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

e) Consideration and possible action to accept the Industrial Development Authority's recommendation to designate the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC to serve as the Authority's general legal counsel. (Jami Lewis, Town Clerk)

f) Consideration and possible action to waive the Town's $50.00 special event liquor license fee for the Chino Valley Chamber of Commerce event being held June 1, 2013. (Cecilia Watts, General Services Director)

g) Consideration and possible action to fund a $500 membership in Prescott Valley Economic Development Foundation for the Chino Valley Area Chamber of Commerce. Funds to come from Contingency. (Robert Smith, Town Manager)

h) Consideration and possible action to approve an Intergovernmental Agreement (IGA) with the Yavapai County Sheriff's Office for contributions toward construction of the Chino Valley Shooting Facility Law Enforcement Range. Grant funds in the amount of $40,000 to come from Yavapai County. (Chuck Wynn, Police Chief)

7) ACTION ITEMS

a) (i) Public Hearing regarding application from Lauren Merrett for a person and location transfer of a Series 9 (Liquor Store) Liquor License for Maverik, located at 1060 S. Highway 89, Chino Valley.

(ii) Consideration and possible action to recommend approval for person and location transfer of a Series 9 Liquor License application for Maverik. (Jami Lewis, Town Clerk)

<u>Recommended Action:</u> (i) Hold Public Hearing; (ii) Recommend approval for person and location transfer of a Series 9 Liquor License for Maverik.

b) Consideration and possible action to award the construction contract to R. Blume Underground for construction of the of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01. Funds in the amount of $216,175 to come from Yavapai County Flood Control District Grant, and $53,977.01 to come from the Capital Improvement Fund, Misc. Capital Projects line. (Ron Grittman, Public Works Director)

Recommended Action: Approve award of the construction contract to R. Blume Underground for construction of the of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01.

c) Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555 for financial consulting services relating to the water and sewer project along Highway 89. Funds to come from the Professional Services line in the Water and Wastewater Fund. (Ron Grittman, Public Works Director)

Recommended Action: Approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555.00 for financial consulting services relating to the water and sewer project along Highway 89.

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

9) ADJOURNMENT

Dated this 9th day of May, 2013.

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

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

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 **Item No. 2. b.**

Meeting Date: 05/14/2013
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Council
Item Type: Presentation Only
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:
Proclamation declaring May 24-25, 2013 as "Poppy Days," sponsored by the American Legion Auxiliary.

SITUATION & ANALYSIS:
N/A

Attachments

Proclamation, Poppy Days

Office of the Mayor (928) 636-2646

PROCLAMATION

Poppy Days – May 24–25, 2013

Whereas*, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and*

Whereas*, millions who have answered the Call to Arms have died on the field of battle; and*

Whereas*, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and*

Whereas*, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and*

Whereas*, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;*

Now, Therefore*, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim* **May 24-25, 2013** *as* **Poppy Days** *in Chino Valley, Arizona, and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.*

In Witness Whereof*, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this* ***14th*** *day of* ***May*** *2013.*

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date: 05/14/2013
Contact Person: Jami Lewis
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the April 9, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the April 9, 2013 Regular Meeting minutes.

Attachments

April 9, 2013 minutes

D R A F T

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

TUESDAY, APRIL 9, 2013
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 9, 2013.

Present:	Mayor Chris Marley; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner
Absent:	Vice-Mayor Carl Tenney
Staff Present:	Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Sharon Sargent-Flack; Police Chief Chuck Wynn; Town Engineer/Public Works Director Ron Grittman; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:03 p.m.

Councilmember Turner attended the meeting by conference phone.

Councilmember Croft gave the invocation and Mayor Marley led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring April 2013 as "Fair Housing Month," sponsored by the Department of Housing. (Cecilia Watts, General Services Director)

Mayor Marley read the proclamation.

b) Proclamation declaring April 11, 2013 as "Submarine Veterans Day," sponsored by the Tri-City Submarine Veterans. (Cecilia Watts, General Services Director)

Mayor Marley read the proclamation and presented it to representatives from the Tri-City Submarine Veterans.

c) Presentation by Chris Bridges, CYMPO Administrator, regarding Transportation Planning. (Mayor & Council)

Acronyms used in this item:
CYMPO (Central Yavapai Metropolitan Planning Organization)
HURF (Highway User Revenue Fund)

Mr. Bridges presented information about CYMPO's purpose, planning boundary, and funding sources, as well as road construction and maintenance costs and funding, project selection, and delivery process. Key points were:

- The formula and funding source for HURF had not changed since 1993, and it was no longer sufficient for new projects and proper maintenance, as the state was receiving fewer HURF revenues due to higher mileage vehicles, alternative vehicles not being taxed, and drivers keeping their vehicles longer.
- Due to an anticipated $62 billion shortfall over the next 25 years, as well as the recent sequestration reducing federal gas tax funding, HURF will need an alternate source of funding than the vehicle license tax.
- The next update to the Regional Transportation Plan, which will prioritize regional projects for the next 20 years, will begin later this year.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. 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 speaker remarks.

Patrick Mount, resident, spoke about: (i) his support for the Town outsourcing road construction projects; (ii) not needing a cell tower; (3) his support for Prescott paying for the water it took from the Town; and (4) property values going down 32.6% in Chino Meadows since sewer was installed and its roads being substandard.

Steve Chontos, business owner, asked about the proposed Road 1 East and "Road 4½ South" extensions benefitting the public at "Road 4¼ South."

Craig Brown, Yavapai County Supervisor, spoke about the new Chino Valley shooting facility and the Paulden Area Community Organization's bi-annual circus in April.

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.

Mayor Marley reported on previous Call to the Public comments:

- Jim Klein, who spoke on expired Planned Area Developments (PAD) – Per the Unified Development Ordinance, several PADs in Town had technically expired and the Town's new planner will be tasked with inventorying these and offering possible remedies.
- Kate O'Connor-Masse, who spoke on not receiving notice of the neighborhood meeting on the cell tower project – Town staff did not know why she did not receive the notice, as her property was on the list of notices sent.

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.

Councilmember Hatch reported on Northern Arizona Council of Governments Economic Development Committee (EDC) activities and a presentation before the EDC by Chino Valley Transit.

Mayor Marley reported on his latest Mayor's Report and on upcoming study sessions on April 16 and 18, and May 23.

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.

Council set down items 6c and 6e. Mayor Marley reported that as it was not legally necessary for councilmembers to abstain from voting on meeting minutes due to absences, he had asked staff to place all minutes under consent.

MOVED by Councilmember Dean Echols, seconded by Councilmember Darryl Croft to approve Consent Agenda items 6a, b and d.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

a) Consideration and possible action to approve the March 12, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve the March 21, 2013 study session minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to Consideration and possible action to adopt Ordinance No. 13-768, amending the Chino Valley Town Code Chapter 31: Officers, Section 31.20: Town Manager, and Chapter 35: Code of Ethics, Section 35.04: Conduct in Public Office. (Mayor & Council)

Councilmember Hatch requested a legal review of how the subject ordinance would interact with Resolution No. 617, adopted in 2001, which also addressed communications between elected officials and Town employees.

Town Attorney Sharon Flack reported that as this did not come to her attention until late this afternoon and she did not have the opportunity to review the matter, Council could request an analysis or rescind the resolution.

Public comment:

Councilmember-elect Don Wojcik, asked about the purpose for the proposed code amendments. Council stated that the proposed ordinance will provide a framework for the Council to address future allegations of abuse by a member of the Council.

MOVED by Councilmember Darryl Croft, seconded by Councilmember Mike Best to adopt Ordinance No. 13-768, amending the Chino Valley Town Code Chapter 31: Officers, Section 31.20: Town Manager, and Chapter 35: Code of Ethics, Section 35.04: Conduct in Public Office, and bring back Resolution No. 617 and a procedure for censure.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

Mayor Marley recessed the meeting at 7:35 p.m. and called the meeting back to order at 7:48 p.m.

d) Consideration and possible action to approve Contract for Legal Services with Curtis, Goodwin, Sullivan, Udall and Schwab, PLC, beginning March 26, 2013. Funding to come from Non-Departmental budget professional services line. (Mayor & Council)

e) Consideration and possible action to approve Professional Services Agreement and Scope of Work between the Town of Chino Valley and ARCADIS U.S., Inc., effective March 12, 2013, in the amount of $72,000 for a Development Impact Fee study. Funds to come from Non-Departmental line for SB 1525 implementation. (Cecilia Watts, General Services Director)

General Services Director Cecilia Watts reported that this agreement will replace a Professional Services Agreement with Red Oak that Council approved last November, as subsequent to that action, the vendor requested that the agreement be with ARCADIS, of which entity Red Oak was a brand name. Town Attorney Sharon Flack added that there were a couple other housekeeping changes to the agreement relative to intellectual property and rescinding the previous agreement. Although the Scope of Work still referenced Red Oak, ARCADIS was bound by the agreement, as the Scope was incorporated by reference.

MOVED by Councilmember Dean Echols, seconded by Councilmember Darryl Croft to approve Professional Services Agreement and Scope of Work between the Town of Chino Valley and ARCADIS U.S., Inc., effective March 12, 2013, in the amount of $72,000 for a Development Impact Fee study.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

7) ACTION ITEMS

a) Discussion and possible action regarding establishing and selecting members for a Citizen Bond Committee for a potential bond election in November 2013. (Council Finance Committee)

Financial Consultant Pat Walker (staff report) and Town Engineer Ron Grittman reported that:

- As part of the Town's financial strategic planning process, Council and its Finance Committee had discussed financing for the Highway 89 Utility Project to obtain economic diversity and financial sustainability for the Town. There were a variety of funding sources that could be used, but if general obligation bonds were preferred, the voters must authorize the sale of bonds. According to state statute, bond elections could only be held in November, making the current timeframe very tight.
- Staff recommended that Council appoint a citizen committee to review the Project, determine its impact on the citizens with regard to funding options, and make a recommendation to Council on May 23. If their recommendation was to bring this before the voters on November 5, 2013, the committee will also be able to educate the public on the issue and in the process, determine whether or not there was enough public support to hold the election.
- Staff recommended that this committee: be formally established by Council on April 23, consist of five to nine members, include a Council liaison, and meet weekly from April 29-May 16. As the members of the Council will change in June, staff also recommended that one of the Councilmembers-elect also sit on the committee initially as a citizen and then as a Councilmember thereafter. Thereafter, the Council will officially "disband" the committee and vote on the matter on June 11.
- The Council Finance Committee had asked Mr. Grittman to submit two names, who recommended Karrie Blum and Paul Eguina.

Councilmember Croft also recommended Ms. Bloom and Councilmember Hatch also recommended Paul Eguina.

Council asked Councilmember-elect Don Wojcik to serve in the citizen/Council spot.

b) Consideration and possible action to approve Consulting Contract with Dava & Associates, effective January 1, 2013, through June 30, ~~2013~~ 2014 , in an amount not to exceed $87,000 for planning services. Funds in the amount of $37,000 for fiscal year ~~2013/2014~~ 2012/2013 to come from Non-Departmental contingency line, and funds in the amount of $50,000 for fiscal year ~~2014/2015~~ 2013/2014 to come from Planning Division professional services line. (Cecilia Watts, General Services Director)

General Services Director Cecilia Watts and Town Manager Robert Smith reported that:

- The Town's full-time planner resigned in early January 2013. The Town hired a part-time planner in March and was struggling to rebuild the department while maintaining its service level.
- Dava & Associates had performed planning services in the interim period during January and February 2013, and this contract will allow the Town a mechanism to pay her. Staff also anticipated using Dava's services for the next fourteen months to transition outstanding issues, thereby allowing the Town to maintain the planner's part-time status. This contract was separate from the Town's agreement with Dava for General Plan development.
- The terms, scope, and conditions of this contract will be re-evaluated, as well as the staffing level(s) at Development Services, over next fiscal year to determine the appropriate path that will best fulfill the Town's needs.
- Corrections to the dates of this agreement are noted in the agenda title.

MOVED by Councilmember Dean Echols, seconded by Councilmember Darryl Croft to approve Consulting Contract with Dava & Associates, effective January 1, 2013, through June 30, 2014, in an amount not to exceed $87,000.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

c) Consideration and possible action to approve an Intergovernmental Agreement (IGA) with the City of Prescott for Prosecution Services beginning May 1, 2013, in the amount of $8,334 for fiscal year ~~2013/2014~~ 2012/2013 and $50,000 for fiscal year ~~2014/2015~~ 2013/2014 . Funds to come from Prosecutor's Office Professional Services line. (Cecilia Watts, General Services Director)

General Services Director Cecilia Watts and Town Manager Robert Smith reported that:

- The Town had contracted with Marc Hammond for prosecutor services since November 2010; he currently worked approximately two days a week. Previous to his contract, the Town had a full-time prosecutor on staff.
- As there were areas for improvement with prosecution, investigations, code enforcement, data acquisition, and performance reporting; and the Police Department had expressed an interest for more access to the prosecutor and the desire to become more effective within the Court setting, staff researched other avenues for securing prosecutor services.
- The City of Prescott, which indicated that they had the ability to offer flexibility within their staff in both hours and levels of expertise, proposed to offer their services for essentially the same amount of money being paid to Mr. Hammond and offered access to a prosecutor five days a week. The Town's only full-time employee in the prosecutor's office, the paralegal, will remain as the gatekeeper and coordinator of the prosecutorial functions for the Town.
- Should the Town not be satisfied with the person's performance whom Prescott assigned to this position, Prescott agreed to work with the Town for another assignment. This person will report to the general services director.
- Management, police, and court staff recommended that Council accept the IGA, with a starting date of May 1, 2013. Mr. Hammond was given a 30-day notice with a termination date of April 15, 2013. Staff anticipated that Prescott's Council will approve the IGA on April 23, 2013. If passed by both parties, the City of Prescott will work with the Town's prosecution staff to ensure court coverage through the end of April before the IGA officially went into effect.

John Paladini, City Attorney for the City of Prescott, expressed his support for the IGA.

MOVED by Councilmember Dean Echols, seconded by Councilmember Mike Best to approve the Intergovernmental Agreement with the City of Prescott for Prosecution Services beginning May 1, 2013 in the amount of $8,334 for FY 2012/2013 and $50,000 for FY 2013/2014.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

MOVED by Councilmember Darryl Croft, seconded by Councilmember Dean Echols to go into executive session for items 8a, 8b and 8c at 8:26 p.m.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

Mayor Marley reconvened the meeting into open session at 9:25 p.m.

a) Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.03(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body regarding pending litigation concerning Complaint for Foreclosure of Right to Redeem (Tax Sale), *Becker Holdings, LLC v. Hall; Denney; Fitzgerald All-State Bail Bonds, LLC; CitiFinancial, Inc.; Town of Chino Valley; Ross Jacobs; Yavapai County Treasurer* , Case No. CV 2013-00180, Yavapai County Superior Court, pertaining to real property located at 1831 Yvonne Way, Chino Valley, Arizona. (Sharon Sargent Flack, Town Attorney)

b) Consideration and possible action regarding pending litigation, Case No. CV 2013-00180, Yavapai County Superior Court, pertaining to real property located at 1831 Yvonne Way, Chino Valley, Arizona.

Council took no action on item 8b.

c) Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.03(A)(3), for discussion or consultation for legal advice with the Attorney of the Town regarding resignation of the Town Attorney and to discuss the status of current legal matters. (Robert Smith, Town Manager)

9) ADJOURNMENT

MOVED by Councilmember Darryl Croft, seconded by Councilmember Dean Echols to adjourn the meeting at 9:25 p.m.

Vote: 6 - 0 PASSED

Other: Vice-Mayor Carl Tenney (ABSENT)

Chris Marley, 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 9th day of April, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of May, 2013.

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Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. b.**

Meeting Date: 05/14/2013
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the April 16, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the April 16, 2013 Study Session minutes.

Attachments

April 16, 2013 minutes

D R A F T

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

TUESDAY, APRIL 16, 2013
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, April 16, 2013.

Present:	Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner
Staff Present:	Town Manager Robert Smith; General Services Director Cecilia Watts; Finance Director Joe Duffy; Town Engineer/Public Works Director Ron Grittman; Building Official Dan Trout; Town Clerk Jami Lewis (recorder)
Attendees:	HR Analyst Tiffany Resendez, IT Specialist Spencer Guest, Library Director Scott Bruner, Senior Center Supervisor Cyndi Thomas, Paralegal Michelle Schultz, Public Works Manager Kenny Tribolet, Fleet Supervisor Rick De La Huerta, Utility Supervisor Chris Bartels, Utilities Crew Leader Joe Grassi

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 6:04 p.m.

2) Presentation by staff and discussion regarding the fiscal year 2013/2014 proposed budget. (Joe Duffy, Finance Director)

Acronyms used in this item:
CIP (Capital Improvement Program)
HURF (Highway User Revenue Fund)

Town Manager Robert Smith presented an overview of the importance of this budget:

- Preparation included Council formulating a strategic financial plan to address a structural deficit, finding revenues to close a $550,000 gap in operational funds, and changing to a programmatic approach to budgeting.
- Accomplishments in FY 2012/2013: Efforts to resolve long standing legal conflicts; Council taking several critical actions regarding a sales tax increase, and water and sewer rate increases to resolve the deficit in utilities funds; completion of user fees and compensation and classification studies; and hiring a new police chief and finance director.
- Goals for FY 2013/2014: Negotiating with Prescott to acquire some of their water users; the November Highway 89 Utility ballot question; impact fees study; implementation of the

compensation and classification study; eliminating the 10% furlough; reinstating vision and wellness benefits; expanding service delivery to the community; and capturing more data.

Finance Director Joe Duffy presented an overview of the budget format and budget highlights. Key points were:

- Budget document: The new format was done to make the document more usable, as well as to comply with the Government Finance Officers Association distinguished budget presentation awards program.
- New items: Programmatic information and indirect cost allocation methods.
- Work yet to be completed this fiscal year: Year-end adjustments; transfers from contingency to cover the overage; update and adopt contingency and reserve policies; and update the budget after the hearings.
- FY 2013/2014 goals: Work on performance measures and programmatic statistics; expand and add more to narrative; and compare costs with other cities and towns. Staff desired Council's input on strategic goals.
- New information: Message by the Town Manager, organizational chart, strategic goals, community profile, the Town's assessed value, other taxing districts, budget guide, budget calendar, budget adoption resolution, interdepartmental allocations, financial policies, revenue details by fund, debt service summaries, general obligation debt borrowing capacity, personnel schedules and benefits, and state budget forms.
- Notable changes: Moved interdepartmental allocations from payroll in Human Resources to indirect in and out from the other departments; and the Town's employer contribution to Public Safety Retirement System increasing 30% since 2011.
- Revenue estimates: These were figured conservatively, with a 2% growth rate for all revenues, no new housing starts or utility funds, 3% growth rate for expenses, and projections of 5% under budget in the general fund.
- Funds breakdown: Major funds—80% of the budget—and minor funds, such as Community Development Block Grant, grants, impact fees, special revenues, capital asset replacement, and street lighting improvement districts.
- Major initiatives: Eliminate the 10% furlough; reclassify police officers up to two steps based on the compensation and classification plan; increase roads maintenance; three new roads projects; Chino Meadows Unit 5 drainage project; and Highway 89 water and sewer project.
- Proposed total revenues: $17,941,265.
- Proposed total expenses: $17,550,259.
- Contingencies: These were based on available resources, not the fund balance.
- Non-departmental: This included the Northern Arizona Council of Governments assessment and a possible reduction in the Town's contribution to the County Water Advisory Committee.
- Transfers: There was an excess of $227,000 in general fund revenues and reductions in transfers in from the CIP to general fund, but there was still work to be done.
- HURF: There was very little growth in HURF revenues and an increase in roads maintenance to be more in line with reserve policies.
- CIP: There was a cushion for unanticipated revenues or expenses, but transfers from CIP to general fund, water and sewer funds, and debt service needed to get to $0.
- Water fund revenues: New rate increases were factored in, but new customers were not.
- Sewer fund: The transfer from CIP in FY 2014/2015 will increase without enough new customers, but it should go down again thereafter due to the fee increases.

Vice-Mayor Tenney asked staff to be sure information in the budget relating to water negotiations with Prescott were precise.

General Services Director Cecilia Watts presented the General Services Division budgets:

- Benefits changes: Reinstate vision care, increased premiums, and a possible premium holiday. The insurance trust was looking into initiating a wellness program and hiring a part-time coordinator.
- Prosecutor change: New contract with the City of Prescott for prosecutor services.
- Human Resources changes: New administrator for the trust, new volunteer coordinator, more training for leadership team and middle managers, and revising performance measures. With eliminating the 10% furlough, each department will decide on optimal hours and work days, with all departments coordinating that.
- Town wide changes: All departments now have a charge for managed print services.
- MIS/GIS changes: Possibly run a T1 line to the Activity Center, and purchase a permitting system for Development Services.
- Library changes: Radio frequency ID tags had been installed on books; decreased county library funding; decreased registered users due to purging old records; and funding for the new Library expansion.
- Senior Center changes: Reinstated the five-day serving week; two new cooks; different staffing model; and increased building use by private users.

Town Engineer Ron Grittman presented the Public Works/Engineering budgets:

- Personnel changes: Consolidated several functions under four mid-level managers as a cost savings measure.
- Parks Maintenance changes: New Community Center park expansion.
- Facilities Maintenance: All numbers were static or lower, except HURF.
- Vehicle Maintenance: No changes.
- Civil Engineering changes: Bring the half-time engineer to full time to enable CIP completion on time.
- Recreation changes: Division placed under Utilities.
- Aquatics Center changes: Less fundraising and more focus on optimal pool operations; schedule to be broken down by programs; and eliminate rentals.
- New working schedule: Leave these divisions at 4-10s and possibly reopen on Fridays for limited services.
- HURF changes: Increased roadway materials for six to seven miles of resurfacing; and stay with the chip seal program and postpone purchasing the crack sealer.
- CIP projects: Road 4 South extension, box culvert on Center Street and Santa Cruz Wash, new roads off Road 1 East, and Chino Meadows V drainage.

Public comment:

Ron Romley, resident, complemented staff on the budget and restoring the employees’ 10%, and asked about the budget being online. Mr. Duffy stated that it would be online tomorrow.

Council briefly added some ideas for adding Fridays into the workweek and leaving it up to staff to determine what the community needed.

3) ADJOURNMENT

MOVED by Councilmember Dean Echols, seconded by Councilmember Lon Turner to adjourn the meeting at 7:35 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, 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 16th day of April, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of May, 2013.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. c.**

Meeting Date: 05/14/2013
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the April 18, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the April 18, 2013 Study Session minutes.

Attachments

April 18, 2013 minutes

D R A F T

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

THURSDAY, APRIL 18, 2013
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Thursday, April 18, 2013.

Present:	Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch
Absent:	Mayor Chris Marley; Councilmember Lon Turner
Staff Present:	Town Manager Robert Smith; Finance Director Joe Duffy; Police Chief Chuck Wynn; Magistrate John Walker; Building Official Dan Trout; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Vice-Mayor Tenney called the meeting to order at 6:03 p.m.

Councilmember Best attended the meeting telephonically.

2) Presentation by staff and discussion regarding the fiscal year 2013/2014 proposed budget. (Joe Duffy, Finance Director)

Finance Director Joe Duffy reported that since the April 16 meeting, staff intended to make the following changes to the budget:

- redo the org chart to avoid confusion;
- add five-year revenue and expense summaries;
- add full-time-equivalents to each department;
- add the Yavapai County drainage district grant;
- add state budget forms; and
- add more polish, such as the shooting range construction funding.

Mr. Duffy also noted that:

- He hoped to have the budget 99% complete by early May, meet with the Finance Committee to go over financial policies, and then hold another study session on May 16.
- The budget now included costs recovered by each department.
- Donations to animal control, Senior Center, and library were moved to the grants fund.
- Most departments' personnel expenses were higher due to elimination of the 10% furlough program.
- He hoped to upload the Town's financial information to the state transparency project's

website next week.

Police Chief Chuck Wynn presented the Police and Animal Control budgets:

- Police changes: Annual fee for the new mobile data computers and managed print services.
- Animal Control: No pertinent changes.

Deputy Director of Development/Chief Building Official Dan Trout presented the Development Services budget:

- Personnel changes: Transfer of business licensing to the department in FY 2013; establishing a business support center; losing the full-time planner and hiring a part-time planner; and transferring code enforcement back to the department in FY 2014.
- Revenues: A large increase in building permit revenues during the current fiscal year was associated with the APS solar project; and projected no increase in building permit revenues, although they were starting to increase.

Magistrate John Walker presented the Court's budget:

- Changes: Add managed print services, replace furniture in the jury room, merchant bank card fees, and a new kiosk.
- Status of outstanding issues with certain court monies: He and Mr. Duffy will meet with county officials, and then confer with a state unclaimed property resolutions official.

Town Manager Robert Smith presented the Town Manager budget:

- Changes: Added two part-time receptionists and part-time grants person; increase travel and car allowance; and decrease in professional services due to the costs for his interim contract and relocation expenses in FY 2013.
- In FY 2013, the Town funded one Northern Arizona Council of Governments position for the Library and MIS.

Town Clerk Jami Lewis presented the Town Clerk and Council budgets:

- Changes to Town Clerk: Add a temporary employee to help with the Council minutes backlog from 2011; Town Code update; transfer all expenses related to mail services to non-departmental; furnish the new records storage room; and a significant increase in election costs, due to anticipated increases in fees associated with the Town's contract with the County for elections services.
- Changes to Council: Decrease in public relations from transferring Chamber activity expenses to the Chamber funding contract; increase in cell phones to accommodate new councilmembers; and decrease in supplies from laptops being purchased in FY 2013.

Finance Director Joe Duffy presented the non-departmental budget:

- Changes: Increase in legal services to accommodate the Town's new attorney contract; transfer in of postage-related items; increase in liability insurance; increase in contingencies; Caselle upgrade; new state transparency project costs; no transfers out; and the 'cleanup campaign' line replacing the 'abatement' line from this year.
- Walgreens sales tax incentive reimbursements: These will be paid off ahead of schedule in the first quarter of FY 2014.

Mr. Duffy presented the Finance Department budget:

- Changes: Increase for the annual audit and submission of this budget for Kiefer and Government Finance Officers Association awards, increase in bank merchant fees, and add managed print services.

Mr. Duffy presented the non-major funds' budgets:

- Community Development Block Grant: No funding in FY 2014, and new funding cycle to start in FY 2015.
- Grants: As these were difficult to anticipate, he included some in each department.
- Capital Improvement Program: Add drainage project and November bonds.
- Capital Asset Replacement: Decrease revenues to zero; only expense was sales tax audits; and no anticipated Risk Pool dividends.
- Impact Fees projects: Food Bank remodeling and fencing for Police evidence; library expansion; Community Center improvements; and roads projects funded by HURF.
- Street Lighting Improvement Districts: Increase in revenues, as this fund was falling slightly behind.
- Bonded Indebtedness: Add some of the acquisition funds, as they were not all spent this year; auction off some vehicles; and add Police purchase of an Interceptor as a test vehicle. Most of the Town's debt was for the Chino Meadows Sewer Project.

Mr. Smith recommended adding a U.S. Department of Agriculture grant up to $150,000, and Councilmember Hatch recommended adding some NACOG grant funds.

3) ADJOURNMENT

MOVED by Councilmember Linda Hatch, seconded by Vice-Mayor Carl Tenney to adjourn the meeting at 7:14 p.m.

Vote: 7 - 0 PASSED - Unanimously

____

Chris Marley, 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, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of May, 2013.

____

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. d.**

Meeting Date: 05/14/2013
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the April 23, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the April 23, 2013 Regular Meeting minutes.

Attachments

April 23, 2013 minutes

D R A F T

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

TUESDAY, APRIL 23, 2013
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 23, 2013.

Present:	Vice-Mayor Carl Tenney; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner
Absent:	Mayor Chris Marley; Councilmember Mike Best
Staff Present:	Town Manager Robert Smith; General Services Director Cecilia Watts; Finance Director Joe Duffy; Magistrate John Walker; Town Engineer/Public Works Director Ron Grittman; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)
Attendees:	Town Attorney Phyllis Smiley, Police Lieutenant Vince Schaan, Court Administrator Ronda Apolinar

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

Vice-Mayor Tenney called the meeting to order at 6:00 p.m.

Vice-Mayor Tenney gave the invocation and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring May 2013 as "Mental Health Awareness Month," sponsored by the West Yavapai Guidance Clinic Foundation.

Vice-Mayor Marley read the proclamation.

(The following portion of item 2a was heard after item 7b but is retained here for clarity.)

Vice-Mayor Marley presented the proclamation to Tina Blake and John Coomer, who spoke about opening a new clinic in Chino Valley this summer and a benefit concert.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. 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 speaker remarks.

Birdie Bennett, resident, spoke about the Town paying its debt down and waiting until the economy recovered more before starting any large projects.

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.

Vice-Mayor Tenney 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.

Vice-Mayor Tenney introduced the Town's new attorney, Phyllis Smiley.

a) Quarterly update on Municipal Court operations by Town Magistrate, John Walker.

Magistrate John Walker reported on third quarter statistics and projects status:

- Standard Operating Procedures for the court administrator were completed.
- Some training relative to the judicial employee code of conduct was accomplished.
- The policy and procedure manual was being worked on.
- Yesterday, he and the finance director met with county and superior court officials to address the excess funds matter, which he hoped to have resolved by June 30.

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.

Council set down item 6b for discussion.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Dean Echols to approve items 6a, c and d.

Vote: 5 - 0 PASSED

Other: Mayor Chris Marley (ABSENT)

Councilmember Mike Best (ABSENT)

a) Consideration and possible action to approve the March 26, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to repeal Resolution No. 617, adopted October 30, 2001. (Mayor & Council)

Council asked the town attorney about her recommendation to repeal Resolution No. 617.

Ms. Smiley explained that she saw a conflict in that the Resolution was too broad in encouraging 'complete' communication, while the Ordinance limited communication. Although she desired to protect councilmembers from the personal liability that came with overstepping the boundaries of their authority, they could amend the Resolution to refer to open communication on matters not related to employees' jobs.

Michael Edmonds, resident, spoke in favor of Town employees having the right of redress through Council, if needed.

Marti Klein, resident, spoke against repealing the Resolution and restricting open communication between employees and councilmembers.

Lillian Morales, resident, spoke in favor of people having the right to speak with councilmembers when needed.

Herbert Schuerrmann, resident, asked why staff did not clarify sooner that this issue involved the community.

Town Manager Robert Smith clarified that the only restriction in the new Ordinance related to a councilmember's ability to comment to employees' on employee performance. As ordinances were law and resolutions dealt with policy, ordinances had prominence over resolutions.

MOVED by Councilmember Linda Hatch, seconded by Vice-Mayor Tenney to modify the Resolution with the changes suggested by the attorney.

Ms. Smiley advised that amending the Resolution was not on the agenda; however, Council could direct staff to bring back such amendment.

MOVED by Councilmember Linda Hatch, seconded by Vice-Mayor Carl Tenney to bring the item back to the next meeting with the proposed changes.

Vote: 2 - 3 FAILED

AYE: Vice-Mayor Carl Tenney
Councilmember Linda Hatch
Other: Mayor Chris Marley (ABSENT)
Councilmember Mike Best (ABSENT)

Councilmember Hatch asked for clarification that councilmembers and residents were not precluded from approaching staff on any matters and councilmembers were free to speak as any member of the public.

Ms. Smiley advised that: the Resolution and Ordinance affected only councilmembers and Town employees, not the general public; employees and councilmembers will continue to have the same first amendment rights to approach each other; and repealing the Resolution will not cause councilmembers or employees to lose any rights.

MOVED by Councilmember Darryl Croft, seconded by Councilmember Lon Turner to repeal the Resolution.

Vote: 3 - 2 PASSED

NAY:	Vice-Mayor Carl Tenney
	Councilmember Linda Hatch
Other:	Mayor Chris Marley (ABSENT)
	Councilmember Mike Best (ABSENT)

c) Consideration and possible action to approve Fee Agreement with Musgrove Drutz & Kack, P.C., to continue to represent the Town in the following litigation matters: (1) *Cortez Enterprises, Inc. v. Town of Chino Valley* ; (2) *City of Prescott v. Town of Chino Valley* (Pipeline Transaction Privilege Tax Dispute); and (3) *Becker Holdings, LLC v. Hall, et al* . Funds to come from Legal Services line in the Non Departmental Department. (Musgrove Drutz & Kack, Town Attorney)

d) Consideration and possible action to approve Monthly Financial Report for month ended March 31, 2013. (Joe Duffy, Finance Director)

7) ACTION ITEMS

a) Consideration and possible action to award the construction contract for the Police Tactical Shooting Range to Watkins Mendoza Construction Company in the amount of $103,376.48 plus the additive alternative in the amount of $8,305.50 for a total project cost of $111,681.98. Funds to come from donations and grants. (Ron Grittman, Town Engineer)

Town Engineer Ron Grittman reported that:

- As the existing shooting range had not proven to be sufficient for police use, the Police Department sought grants and other law enforcement partners to participate in constructing a Police Tactical Shooting Range (PTSR).
- The PTSR will allow law enforcement to perform their routine shooting qualifications plus create a flexible environment for simulations and maximum scenarios for the regional law enforcement community.
- Funding for this facility will come from the Police Officer Standards and Training Board (POST) and the Yavapai County Sheriff's Office.
- The Town received five bids, with Watkins Mendoza as the low bidder. The alternative bid was for constructing a parking lot.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Darryl Croft to award the construction contract for the Police Tactical Shooting Range to Watkins Mendoza Construction Company in a total amount not to exceed $111,681.98 pending the receipt of Yavapai County Sheriff's Office grant.

Vote: 5 - 0 PASSED

Other: Mayor Chris Marley (ABSENT)
Councilmember Mike Best (ABSENT)

b) Discussion and possible action to establish the SR 89 Utility Project Citizen Committee, approve its preliminary Charter, and appoint Committee members and alternates, as well a Council liaison. (Mayor & Council)

Financial Consultant Pat Walker reported that:

- On April 9, 2013, Council was asked to consider establishing a citizen bond committee for the purpose of reviewing the SR 89 Utility Project, which pertained to proposed extensions of sewer and water to the highway; reviewing possible funding sources for the project, including bonding; and bringing a recommendation to the Council in sufficient time to possibly schedule a November bond election.
- She recommended that: (i) the committee consist of 5-9 members, composed of business persons and residents; (ii) it meet weekly from April 30 to May 23 for possible action by Council on June 11; and (iii) Council appoint the members, as well as a liaison to the Committee and ask one of the councilmembers-elect to serve on the committee as a citizen prior to June 11 and as the Council liaison after June 11.
- On April 9, Council asked Don Wojcik to fill the citizen/Council liaison slot and discussed each of them submitting two names to the town clerk for appointment on April 23.
- In addition to Mr. Wojcik, names submitted were: Bud Hanen, John Adams, Karrie Blum, Gary Warren, Paul Eguina, and Fire Marshal Art Castricone.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Darryl Croft to establish the SR 89 Utility Project Citizen Committee, approve the preliminary Charter, and appoint Committee members, alternates, and liaison, and appoint Don Wojcik as citizen/liaison, and Bud Hanen, John Adams, Karrie Blum, Gary Warren, Paul Eguina, and Art Castricone to be on the committee.

Vote: 5 - 0 PASSED

Other: Mayor Chris Marley (ABSENT)
Councilmember Mike Best (ABSENT)

(The following portion of item 7b was heard after part 2 of item 2a but is retained here for clarity.)

Ms. Walker asked Council to appoint a separate Council liaison, as Mr. Wojcik will be a member of the committee through June 11. This was not necessary, but recommended.

Councilmember Turner offered to serve in that capacity.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Darryl Croft to amend her motion to add Councilmember Turner as temporary liaison.

Vote: 5 - 0 PASSED

Other: Mayor Chris Marley (ABSENT)
Councilmember Mike Best (ABSENT)

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

No executive sessions were held.

9) ADJOURNMENT

MOVED by Councilmember Linda Hatch, seconded by Councilmember Dean Echols to adjourn the meeting at 6:51 p.m.

Vote: 5 - 0 PASSED

Other: Mayor Chris Marley (ABSENT)
Councilmember Mike Best (ABSENT)

____
Chris Marley, 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 23rd day of April, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of May, 2013.

____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. e.**

Meeting Date:	05/14/2013
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 accept the Industrial Development Authority's recommendation to designate the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC to serve as the Authority's general legal counsel.

RECOMMENDED ACTION:

Designate the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC to serve as the Industrial Development Authority's general legal counsel.

SITUATION AND ANALYSIS:

The Town's Industrial Development Authority (IDA) was established in 2007 for the purpose of exploring tax-exempt bond financing of a water transportation pipeline. However, the economic downturn, which happened shortly thereafter, kept the project from going forward. The IDAs Board of Directors are appointed by the Council. As a non-profit corporation, IDA Board elects officers, files annual reports, and holds annual meetings. They also usually designate general legal counsel, as well as work with bond counsel on projects under their authority.

In 2007, the Town's IDA designated William (Bill) Wilder with Ryley Carlock & Applewhite as general counsel, as the Town's water attorney, Bill Staudenmaier, was with that firm. Sometime thereafter, Mr. Staudenmaier left that firm, but the IDA continued to retain Mr. Wilder, rather than transfer legal services to the Town's general attorney, as the general attorneys were not familiar with IDAs.

In March 2013, the Town contracted with a new legal firm--Curtis, Goodwin, Sullivan, Udall & Schwab--for general legal services. As Curtis Goodwin is familiar with IDAs and is willing to act as statutory agent for the corporation, staff recommended to the IDA Board that they change legal counsel in order to consolidate the Town's legal matters under one firm. On April 29, 2013, the IDA Board met for their annual meeting and voted to recommend to Council that they designate Curtis Goodwin as the IDAs new general legal counsel. Bond and finance matters will continue to be referred to bond counsel.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Industrial Development Authority draft minutes from April 29, 2013

MINUTES OF THE ANNUAL MEETING
OF THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF CHINO VALLEY

APRIL 29, 2013
4:00 P.M.

The Industrial Development Authority of the Town of Chino Valley, Arizona, convened for an Annual Meeting in the Chino Valley Council Conference Room, located at 202 N. State Route 89, Chino Valley, Arizona.

Dr. Minnich called the meeting to order at 4:00 p.m.

Members Present: Dr. Ron Minnich (President), Travis Bard (Secretary-Treasurer), Michael Markgraf, Cheryl Romley

Members Absent: Ed Steinback (Vice-President)

Staff Present: Legal Counsel Bill Wilder (telephonically), Town Clerk Jami Lewis (Recorder)

3. Comments by legal counsel regarding Industrial Development Authorities.

Mr. Wilder presented a brief overview on Industrial Development Authorities in general, as well as the history of the Town's Authority:

- In 1970, the Arizona legislature created the Industrial Development Financing Act, which provided for forming Industrial Development Authorities as non-profit entities with the power to issue revenue bonds to finance certain types of projects. Said bonds were usually tax-exempt.
- The Authority was an economic development tool that served as a conduit for financing projects such as charter schools, senior living facilities, and certain health care facilities.
- Chino Valley's Authority was formed in 2007 to explore tax-exempt bond financing of a water transportation pipeline; however, the economic downturn which happened shortly thereafter kept the project from going forward.
- Before 2007, authorities around the state were fairly active, but since then, there was very little Authority activity.
- Authority board members had some liability, but as bonding had to be vetted by bond counsel and other financing entities, and the board members were not guarantors of the debt, their risk exposure was low.

Mr. Wilder added that regarding item 11 on this agenda, it made sense to have all the Town's legal matters under one firm, and he had no objections to the item. Mr. Wilder left the meeting at 5:25 p.m.

4. Approve July 12, 2007 special meeting minutes.

Mr. Bard MOVED; Ms. Romley seconded to approve July 12, 2007 special meeting minutes. Motion PASSED 4-0.

5. Discuss term endings and applications for re-appointment.

Ms. Lewis reviewed the process for applying for re-appointment. Mr. Bard indicated that he intended to apply for re-appointment, and Ms. Romley stated that she did not.

6. Select officers for the position of President, Vice-President, and Secretary/Treasurer.

Ms. Lewis reported that the Authority bylaws provided for a President, one or more Vice Presidents, a Secretary, a Treasurer, and one or more Assistant Secretaries or Treasurers. Per Mr. Wilder, the Board could either elect each officer separately or a group of officers as a slate. The current Town Attorney recommended that the Board elect five officers, so that each Director would have the authority to sign needed documents.

Ms. Romley MOVED; Mr. Bard seconded to select Ron Minnich as president. Motion PASSED 4-0.

Ms. Romley MOVED; Dr. Minnich seconded that Travis Bard serve as vice-president. Motion PASSED 4-0.

Ms. Romley MOVED; Dr. Minnich seconded that Michael Markgraf serve as secretary. Motion PASSED 4-0.

Ms. Romley MOVED; Mr. Markgraf seconded that Ed Steinback serve as treasurer. Motion PASSED 4-0.

Dr. Minnich MOVED; Ms. Romley seconded that the new person serve as assistant secretary-treasurer. Motion PASSED 4-0.

7. Amendment of the Open Meeting Law statement as required by the provisions of A.R.S. § 38-431.02.

Dr. Minnich explained that the Authority's current Statement needed to be updated to reflect the Authority's new address, as well as new legal counsel should the Authority approve item 11 on this agenda.

Mr. Bard MOVED; Ms. Romley seconded to approve the amended form of statement designating manner of noticing meetings and places for posting notices of meetings in the form presented to the meeting and direct that upon its execution, it be filed in the appropriate offices of the State of Arizona and Town of Chino Valley and kept on file in the records of the Authority. Motion PASSED 4-0.

8. Review of Annual Report, to be submitted by May 26, 2013.

Ms. Lewis reported that if the Board voted to change legal counsel in item 11, the new firm will become the Authority's new statutory agent.

The Directors reviewed the report and recommended no changes.

Dr. Minnich MOVED; Mr. Bard seconded to authorize the Authority's Statutory Agent to submit the May 2013 annual report. Motion PASSED 4-0.

9. Authorization to sign a letter changing the Authority's address with Foothills Bank from 1020 W. Palomino Road to 202 N. State Route 89 in Chino Valley.

Ms. Lewis reported that on July 12, 2007, the Board authorized the Authority to establish one or more bank accounts. As the Authority's address had changed, the Board needed to send a letter to Foothills Bank, authorizing them to change the address.

Mr. Bard MOVED; Ms. Romley seconded to authorize Dr. Minnich sign the letter to Foothills Bank. Motion PASSED 4-0.

10. Designation of authorized account signers with Foothills Bank.

Ms. Lewis reported that on July 12, 2007, the Board authorized the Authority to designate the authorized bank account signers. As the Board membership has changed, it needed to designate three Directors as account signers with Foothills Bank.

Mr. Bard MOVED; Ms. Romley seconded to authorize the President, Vice-President, and Treasurer as signers. Motion PASSED unanimously 4-0.

11. Recommend that the Chino Valley Town Council designate the law firm of Curtis, Goodwin, Sullivan, Udall & ~~Schwartz~~ Schwab to serve as the Authority's general legal counsel.

Ms. Lewis reported that on July 12, 2007, the Authority designated the law firm of Ryley Carlock & Applewhite to serve as the Authority's general legal counsel. In March 2013, the Town retained a new law firm, Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C. ("Curtis Goodwin"), to serve as its general counsel. As Curtis Goodwin had experience with Industrial Development Authorities, the Town Manager recommended that the Board recommend to the Town Council that it designate Curtis Goodwin as the Authority's new general counsel.

Ms. Romley MOVED; Mr. Bard seconded to recommend to the Town Council that it designate the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab as the Authority's general legal counsel. Motion PASSED 4-0.

12. Adjourn.

Ms. Romley MOVED; Mr. Bard seconded to adjourn. Motion PASSED 4-0 at 5:35 p.m.

Dated this 1st day of May, 2013.

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

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. f.**

Meeting Date:	05/14/2013
Contact Person:	Cecilia Watts, General Services Director Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to waive the Town's $50.00 special event liquor license fee for the Chino Valley Chamber of Commerce event being held June 1, 2013.

RECOMMENDED ACTION:

Approve waiver of the $50.00 special event liquor license fee for the Chino Valley Chamber event being held June 1, 2013.

SITUATION AND ANALYSIS:

The Chino Valley Chamber of Commerce is hosting their annual Casino Night on June 1, 2013. The Town recently adopted a new fee schedule and has instituted a new fee for special event liquor licenses. This fee is $50.00. The Chamber is a partner with the Town of Chino Valley in which the Town contributes to the Chamber's support and the Chamber promotes economic development for the Town and its citizens. Staff is asking Council to waive the fee for this event.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	01-50-5225
Available:	50.00
Funding Source:	

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. g.**

Meeting Date:	05/14/2013
Contact Person:	Robert Smith, Town Manager Phone: 928-636-2646 x-1201
Department:	Town Manager
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to fund a $500 membership in Prescott Valley Economic Development Foundation for the Chino Valley Area Chamber of Commerce.

RECOMMENDED ACTION:

Approve funding of a $500 membership in Prescott Valley Economic Development Foundation for the Chino Valley Area Chamber of Commerce.

SITUATION AND ANALYSIS:

The Town of Chino Valley is a member of PVEDF, and it would be helpful if the Chamber of Commerce were also -- so coordinated efforts to expand and develop new businesses could take advantage of connections and regional relationships that exist at PVEDF. This expenditure was not foreseen in the standing agreement between the Town and the Chamber.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	
Available:	$500

Funding Source:

Funds to come from Contingency.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. h.**

Meeting Date:	05/14/2013
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve an Intergovernmental Agreement (IGA) with the Yavapai County Sheriff's Office for contributions toward construction of the Chino Valley Shooting Facility Law Enforcement Range.

RECOMMENDED ACTION:

Approve IGA with the Yavapai County Sheriff's Office for contributions toward construction of the Chino Valley Shooting Facility Law Enforcement Range.

SITUATION AND ANALYSIS:

The Parties have identified a mutually-beneficial opportunity and desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the County shall contribute to the construction of the Chino Valley Shooting Facility Law Enforcement Range (hereinafter the "Facility"), the Town shall construct and maintain the Facility, and the County shall be permitted to use the Facility for training of personnel and related activities throughout the term of this Agreement.

Upon approval and execution of this Agreement by the Parties, the County shall pay the Town $40,000.00 to be applied to the startup costs of ground preparation and construction of the Facility.

Fiscal Impact

Fiscal Impact?:	40,000
If Yes, Budget Code:	07-60-5448

Available: 40,000

Funding Source:

Grant from Yavapai County to be applied specifically towards development of the Law Enforcement Range located at the Chino Valley Shooting Facility.

Attachments

IGA-Yavapai County for Shooting Facility

INTERGOVERNMENTAL AGREEMENT
BETWEEN YAVAPAI COUNTY AND TOWN OF CHINO VALLEY
FOR THE CHINO VALLEY SHOOTING FACILITY LAW ENFORCEMENT RANGE

This Intergovernmental Agreement is made and entered into this ___ day of ___________, 2013, by and between the Town of Chino Valley, a municipal corporation (hereinafter "Town"), and Yavapai County, by and through its Sheriff's Office (hereinafter collectively the "County"). The Town and the County are, collectively, the "Parties." In consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is hereby agreed as follows:

I. Purpose

The Parties have identified a mutually-beneficial opportunity and desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the County shall contribute to the construction of the Chino Valley Shooting Facility Law Enforcement Range (hereinafter the "Facility"), the Town shall construct and maintain the Facility, and the County shall be permitted to use the Facility for training of personnel and related activities throughout the term of this Agreement.

II. Authority

A. The Parties are authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. § 11-952 for the purpose of undertaking joint and cooperative action.

B. This Agreement shall be effective upon its proper approval and execution by the authorized representatives of both Parties.

III. Duration, Renewal and Termination

A. This Agreement shall continue in full force and effect for an initial term of twenty (20) years and will automatically be deemed renewed for an additional twenty (20) year period unless written notice of intent not to renew is provided by the non-renewing Party to the renewing Party no less than sixty (60) days prior to the date of expiration of the initial term.

B. The parties may, by mutual written agreement, amend or terminate this Agreement at any time. Either party may terminate this Agreement by giving no less than one-hundred twenty (120) days written notice to the other party. If the Town terminates this Agreement within the first ten (10) years of the initial term, the Town shall refund to the County the entire amount paid by the County to the Town pursuant to Paragraph IV at the time the termination notice is delivered to the County. If the Town terminates the Agreement at any time after the first ten (10) years of the initial term, the amount to be refunded to County shall be prorated on a per month of term elapsed basis.

IV. Responsibilities of the County

A. Upon approval and execution of this Agreement by the Parties, the County shall pay the Town $40,000.00 to be applied to the startup costs of ground preparation and construction of the Facility.

B. The County shall pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the Facility that is or may be damaged, destroyed or rendered inoperable as result of the County's use of the Facility pursuant to this Agreement.

C. The County shall ensure all persons using the Facility during its scheduled time or for County purposes follow all rules and regulations of the Facility, as provided by the Town.

D. The County shall collect all expended brass casings and dispose of them in accordance with all relevant federal, state and local laws and regulations. Prior to vacating the Facility after each use, the Parties shall properly dispose of all used targets and return the Facility to its state of readiness.

E. The County shall provide all other equipment and supplies necessary for its use, including (among other things) targets, ammunition, weapons and cleaning supplies.

F. The County shall provide one AZPOST certified Firearms Instructor for each scheduled reservation.

V. Responsibilities of the Town

A. The Town shall construct, open and maintain the Facility and pay for the costs associated with the construction, opening, and maintenance of the Facility without assistance from the County except as provided in Paragraph IV.

B. The Town shall waive any/all use fees and other charges that would otherwise be owed by the County for the County's use of the Facility pursuant to this Agreement.

C. The County shall provide the Town with a schedule of its use of the Facilities on a monthly basis, at least one week before the beginning of the month. Scheduling may be done electronically upon mutual agreement by the Parties.

D. The Town shall provide the County unrestricted access and use of the Facility during scheduled times for training and inservice practice.

E. The Town shall provide access to the basic amenities to include restrooms, water and trash receptacles.

F. The Town shall post Firearms Safety Rules which will be strictly adhered to by all County instructors and personnel.

VI. Access and Use of the Facility

Permissible uses of the Facility by the County shall include the following: use by recruits and in-service personnel, both sworn and civilian; use by volunteers; in-service use for any and all assigned personnel; or such other uses as deemed appropriate by mutual written agreement of the Parties.

VII. Supervision and Control

The Town reserves the right to have a representative present to monitor the County's use of the Facility and to close the Facility in the event of activities not authorized by this Agreement or violations of the posted Firearms Safety Rules or other rules and regulations of the Facility.

VIII. Employment Status and Compensation/Relation of the Parties

Each of the Parties shall provide required workers' compensation insurance, salary, benefits, and appropriate equipment for their respective employees.

Except as otherwise provided by law (specifically A.R.S. § 23-1022(D)), in the performance of this Agreement, both Parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

IX. Workers' Compensation/Posting of Notices

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of the Town and County operating under this Agreement shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of workers' compensation benefits. The Town agrees to provide any postings or notices to employees as required by A.R.S. § 23-1022(E) or as otherwise provided by law.

X. Non-discrimination

The Parties to this Agreement shall comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, Executive Order of the Governor 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XI. Indemnification

The County hereby agrees to indemnify and save harmless the Town against any and all claims arising from the County's use of the Facility pursuant to this Agreement due to the acts, omissions or negligence of the County's officers, employees, contractors, invitees or agents and against any and all claims arising from injuries or damages however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town, during such period of use. In any such claim or action against the Town or in which the Town is a named as a party, the County, upon notice and demand by the Town, shall defend such action on behalf of the Town. The Town hereby agrees to indemnify and save harmless the County against any and all claims arising out of the acts or omissions of the Town's officers, employees, contractors, invitees or agents. In any such claim or action in which the County is named as a party, the Town, upon notice and demand by the County, shall defend such action on behalf of the County.

XII. Insurance

A. In addition to compliance with the indemnity provisions as set forth in Paragraph XI of this Agreement, the County shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the Town and the County against any and all claims arising from the County's use of the Facility pursuant to this Agreement including, but not limited to, claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town, occurring during such use. All policies shall name the Town of Chino Valley as an additional insured. All policy forms shall be subject to review and approval of the Town. Prior to the effective date of this Agreement, the County shall provide the Town with certificates of insurance and such other documents as may be requested by the Town in order to confirm the existence and adequacy of the insurance coverage specified herein. The Parties understand and agree that the policy limits or other provisions of insurance coverage obtained and maintained pursuant to this Paragraph shall in no way limit the County's indemnification obligations pursuant to Paragraph XI of this Agreement. The minimum General Liability Insurance policy limit shall be $1,000,000 per occurrence and shall be maintained for the time this Agreement is in effect.

B. In addition to compliance with the indemnity provisions as set forth in Paragraph XI of this Agreement, the Town shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the Town and the County against any and all claims arising from the Town's maintenance of the Facility including, but not limited to claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the Town.

XIII. No Third-Party Beneficiaries

This Agreement is entered into by the Parties for their sole benefit and neither Party intends to benefit any other person or entity to assume any other duty beyond that expressly imposed by general law or this Agreement.

XIV. Assignment

Neither Party shall assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the other Party. Any action by either Party which purports such assignment or conveyance shall be null and void and of no effect whatsoever.

XV. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the Facility. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

XVI. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVII. Applicable Law and Dispute Resolution

Interpretation of this Agreement will be in accord with the laws of the State of Arizona. The Parties understand and agree that any litigation arising out of this Agreement shall be deemed to be within the jurisdiction of the Superior Court for Yavapai County.

XVIII. Conflict of Interest

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XIX. Compliance with Law

Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the “State and Federal Immigration Laws”). Both parties shall further ensure that each contractor who performs any work for either party under this contract likewise complies with the State and Federal Immigration Laws. Both parties certify that they do not have scrutinized business operations in the Sudan or Iran, and certify they are in compliance with the requirements of A.R.S. §§ 35-391.06 and 35-393.06.

XX. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

County:	**Copy to**:
Yavapai County Administration 1015 Fair Street Prescott, AZ 86305 928-771-3200 Office	Yavapai County Sheriff’s Office 255 East Gurley Street Prescott, AZ 86301 928-771-3291 Office
Town:	**Copy to**:
Town of Chino Valley Town Manager 1020 Palomino Road Chino Valley, AZ 86323 928-636-2646 Office	Chino Valley Police Department Chief of Police 1020 Palomino Road Chino Valley, AZ 86323 928-636-4223 Office

XXI. Approvals

County: Yavapai County

By ______________________________________ Date__________________
Chip Davis, Chairperson, Board of Supervisors

Attest:

By ______________________________________ Date__________________
Ana Wayman-Trujillo, Clerk, Board of Supervisors

Concurrence:

By ______________________________________ Date__________________
Scott Mascher, Yavapai County Sheriff

Town: Town of Chino Valley

By ______________________________________ Date__________________
Chris Marley, Mayor

Attest:

By ______________________________________ Date__________________
Jami Lewis, Town Clerk

Concurrence:

By ______________________________________ Date__________________
Chuck Wynn, Chief of Police

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XXII. Determinations of Counsel

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to Yavapai County.

By ____ Date___________________

Carol D. Kennedy, Deputy County Attorney

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Town of Chino Valley.

By ____ Date___________________

Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C., Town Attorney
By:

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date:	05/14/2013
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Maverik, 1060 S. Highway 89, Chino Valley

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AGENDA ITEM TITLE:

(i) Public Hearing regarding application from Lauren Merrett for a person and location transfer of a Series 9 (Liquor Store) Liquor License for Maverik, located at 1060 S. Highway 89, Chino Valley.

(ii) Consideration and possible action to recommend approval for person and location transfer of a Series 9 Liquor License application for Maverik.

RECOMMENDED ACTION:

(i) Hold Public Hearing.
(ii) Recommend approval for person and location transfer of a Series 9 Liquor License for Maverik.

SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new liquor license or transfer of an existing liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body, which is tasked with making a recommendation to the Board for granting or denying the license. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval must be provided to the Liquor Board.

Lauren Merrett has applied with the state for a person and location transfers of a Series 9 (Liquor Store) Liquor License for Maverik. The liquor store (Series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

The Police and Planning Departments reviewed the application and recommended approval with no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period from April 23, 2013 through May 13, 2013. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Other Pertinent Documents Available Upon Request:
Liquor License application (also posted at establishment)

Fiscal Impact

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

Funding Source:
This is a revenue item, should the establishment obtain a license from the State Liquor Board.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date: 05/14/2013
Contact Person: Ron Grittman, Town Engineer
Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: Road 3 North at the Town Complex

AGENDA ITEM TITLE:

Consideration and possible action to award the construction contract to R. Blume Underground for construction of the of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01.

RECOMMENDED ACTION:

Approve award of the construction contract to R. Blume Underground for construction of the of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01.

SITUATION AND ANALYSIS:

This construction contract is the culmination many years of seeking an alternative to an ongoing drainage problem for the Town of Chino Valley. Over the past same many years the area of Road 3 North in the vicinity of the Town Complex has flooded. This flooding has inundated many homes as well as Road 3 North itself. This project will construct an open channel, which will be lined, between the detention basin at Road 3 North and the Public Works Building to the Appaloosa Meadows drainage system. The project has been designed such that the Appaloosa Meadows system is capable of accepting the stormwater.

On April 24, 2013, the Town of Chino Valley opened bid for the project. Six bids were received with the following results:

Contractor	Bid Amount
R. Blume Underground	$270,152.01
Vastco	$273,973.20
ALC Underground	$297,573.11
WMC	$316,892.08
CJ Excavating	$331,802.63
Fann Contracting	$357,209.00

The funding for the project will come from a grant from the Yavapai County Flood Control District and the Town of Chino Valley Public Works Department. To date the County will contribute $268,250 less design funds in the amount of $52,075 for the total funding from Yavapai County of $216,175.00. The project was bid with the channel lining being a project called “shot crete.” Alternatives will be sought for this channel lining material. The Public Works Department will commit funding from the County above the available amount of $216,175.00 in an amount not to exceed $53,977.01 for roadway paving and other HURF related expenses associated with the project in order to keep the project fully funded.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available: $216,175

Funding Source:

Funds to come from a Yavapai County Flood Control District Grant. Projected will be recorded in the Capital Improvement Fund.

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5430
Available: $53,977.01

Funding Source:

Funds to come from the Capital Improvement Fund, Misc. Capital Projects line item.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	05/14/2013
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Highway 89

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555.00 for financial consulting services relating to the water and sewer project along Highway 89.

RECOMMENDED ACTION:

Approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555.00 for financial consulting services relating to the water and sewer project along Highway 89.

SITUATION AND ANALYSIS:

The Council has approved the exploration of the extension of water and sewer services along Highway 89 between Road 3½ North and Kalinich Avenue. The financial analysis of this proposed project requires the analysis of many alternatives. These alternatives are being presented to the Council appointed citizen committee that has been tasked with presenting a recommendation regarding this project. These tasks are currently underway.
Ms. Walker has been tasked with keeping the citizen committee on task, while providing financial analysis assistance. Ms. Walker's contract is subdivided into two components with the Council's call for a bond election as being the separation between these phases. Ms. Walker will assist the citizen committee in the development of appropriate financial analysis that will help bring this committee to make a recommendation to the Council. as to the financing options for this project. Should the Town Council chose to call for a bond election, Ms. Walker will assist the Town in the necessary steps to comply with State of Arizona requirements for a municipality to call for such an election. Should the Council choose not to call for a bond election, Ms. Walker's contract will conclude with phase I as identified in her scope of services.

Ms. Walker will work with other financial consultants that the Town has contracted with along with Stone & Youngberg and Greenberg Traurig attorneys as bond counsel. Ms. Walker will make herself available to attend many meetings, both public and private, during the duration of this contract.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	5215
Available:	$21,555

Funding Source:

Funds to come from the Professional Services line (5215) in the Water and Wastewater Fund.

Attachments

Professional Services Agreement

Scope of Work

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of May 14, 2013, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Pat Walker Consulting, LLC, ("Consultant").

RECITALS

A. The Town has need of certain financial consulting services related to the funding of the SR89 Utility Project (the "Project").

B. Consultant has expertise in the analysis of financial and utility systems and Town desires to engage Consultant for the Project.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Engagement and Scope of Services. Town hereby engages Consultant to render and provide those professional services to the Town set forth herein and in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference, in accordance with all the terms and conditions contained in this Agreement.

2. Additional Services. In addition to those services identified in Exhibit A, Consultant shall perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of Consultant's duties and responsibilities.

3. Responsibilities of Consultant/Subcontractors. 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 6.

4. Contract Term. The term of this Agreement shall be from May 14, 2013 through November 15, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than November 15, 2013. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, either for Town's convenience or because of the failure of Consultant to fulfill its contract obligations. Upon receipt of such notice, 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 as may have been accumulated by Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure

by Town to fulfill its obligations.

5. Independent Consultant. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent Consultant 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 Agreement 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 the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. If Consultant is a sole proprietor, Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits, which shall be attached hereto and incorporated by reference.

6. Compensation and Payments.

a. Compensation. Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Seventeen Thousand Dollars ($17,000.00) for fees and costs for the complete performance of all services specified in Phase 1 as shown on Exhibit A and Four Thousand Five Hundred Fifty-Five Dollars ($4,555.00) for fees and costs for the complete performance of all services specified in Phase 2 as shown on Exhibit A. The total contract amount paid to Consultant for both phases shall not exceed Twenty-One Thousand Five Hundred Fifty-Five Dollars ($21,555.00), calculated by using the hourly rates set forth in Exhibit A.

b. Invoices and Payment. Payment shall be based on monthly invoices sent by Consultant to Town, setting forth the hourly rates and hours actually worked during the billing period. Consultant shall submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. Town shall make payment to Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of Town's receipt of the invoice. Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified herein.

c. 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.

7. Ownership of Documents and Other Data. All original and/or sealed drawings, specifications, and other work product prepared by Consultant in connection with the services performed under this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by the 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.

8. Indemnification. To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, 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 the Consultant, its agents, employees or any tier of Consultant's subcontractors related to the Services in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify Town, its agents, 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 the Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including Town. Such indemnity does not extend to Town's negligence.

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, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of Town by attorney of Consultant, or if covered by insurance, Consultants' insurer, all of which must be approved by Town, which approval shall not be unreasonably withheld or delayed. Town shall 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 unreasonably 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.

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.

9. Insurance. 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.

At Consultant's sole expense, Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars ($1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy 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.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

(d) Fire and extended coverage insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of the Town in an amount of at least One Hundred Percent (100%) of the amount to be paid by the Town to the Consultant under this Agreement.

(e) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars ($1,000,000) each claim.

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) disease for each employee, and One Million Dollars ($1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. 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 are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to Town, and any insurance maintained by Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, officers, officials and employees for any claims arising out of Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Town, under such policies. Consultant shall be solely responsible for the deductible and/or self-insured retention. Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. Town shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from or be deemed a waiver of, Town's right to insist on strict fulfillment of Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, Consultant shall furnish Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

10. 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 Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

11. 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.

12. 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 Contract that is subject to penalties up to and including termination of the Contract. Consultant is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Consultant shall not be deemed in material breach of this Contract 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 Contract 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.

13. Sudan and Iran. Consultant warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Contractor to perform work pursuant to the Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

14. General.

(a) Third Party Rights. This Agreement is not intended to create any rights on behalf of any third parties.

(b) Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

(c) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) 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.

(e) 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.

(f) Amendments. Any amendment to this Agreement shall be in writing and executed by each party hereto.

(g) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(h) 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.

(i) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

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

(k) 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.

(l) 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.

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

(n) 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:

To Town at: Town Manager
Town of Chino Valley
P O Box 406
Chino Valley, AZ 86323

To Consultant at: Ms. Pat Walker
Pat Walker Consulting, LLC.
2040 W. Harrison, Street
Chandler AZ 85224

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

CONSULTANT:

Pat Walker Consulting, a Limited Liability Corporation

By: ___________________________
Pat Walker, President

TOWN:

TOWN OF CHINO VALLEY

By: ___________________________
Chris Marley, Mayor

APPROVED AS TO FORM

____
CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.
Town Attorney

EXHIBIT A
SCOPE OF WORK

April 5, 2013

Ron Grittman, Public Works Director
Town of Chino Valley
202 N. State Rt. 89
Town of Chino Valley, AZ 86323

Dear Ron:

It is a pleasure that I present this scope of work to the Town of Chino Valley to assist the Town in the successful completion of the SR89 Utility Project. In order to successfully complete this project, the Town needs to work in collaboration with not only Town Staff, but financial consultants, Town Attorney and Bond Counsel.

Services to Be Provided

At your request and under your direction, the following services will be provided:

Phase 1:

1. Discussion of details of 89 Utility Project with Town Staff and outside Consultants.
2. Prepare & discuss with staff/bond counsel potential bond election calendar for funding of 89 Utility Project.
3. Assist the Public Works Director in preparation of presentation to Council and selection process of Citizen Committee for review of 89 Utility Project and funding sources.
4. Attendance at April 23, 2013 Council Meeting for selection of 89 Utility Citizen Bond Committee.
5. Coordinate citizen committee meetings with Town Staff/outside consultants.
6. Assist in preparation materials and attend 3 Citizen Bond Committee Meetings.
7. In collaboration with Town financial consultants, bond counsel, City Attorney and Town staff, prepare analysis and recommend potential funding sources for 89 Utility Project Funding.
8. Assist in preparation of recommendation to Council of funding sources to pursue.
9. Attendance at Finance Committee meeting prior to May 23/28, 2013 Council meetings.
10. Prepare recommendations and presentation for Town Council for May 23 and May 28, 2013 Council Study Session and Council Meetings. (Cannot attend meetings)
11. Preparation and attendance June 11, 2013 Council meeting for potential call of bond election for November 5, 2013.
12.

<u>Phase 2: (If bond election is called)</u>

1. Preparation, coordination and attendance at internal staff bond election meeting.
2. Development of voter informational pamphlet and ballot in conjunction with Town's financial advisor, bond counsel and staff.
3. Attendance at 1 meeting with Town Staff and 1 meeting with Town Council to provide assistance in analysis/coordination and final steps required with bond election.

Fees/Time/Withdrawal

The fees for ***Phase 1*** of the engagement are estimated to be in an amount of $16,500, 100 hours at an hourly rate of $165 plus an estimated $500 in expenses for a total amount of $17,000.

The fees for ***Phase 2*** of the engagement are estimated to be in the amount of $4,455, 27 hours at an hourly rate of $165 plus an estimated $100 in expenses for a total amount of $4,555.

The total "not to exceed" amount for this project totals $21,555. This engagement commences immediately upon the approval of this engagement letter as a "notice to proceed." Invoices will supplied to the Town monthly with hours broken out by tasks phases described above.

Conclusion

This letter describes the entire agreement relating to the consulting services described above for two separate phases. Any material amendments or modifications of this agreement that may require additional hours above the hours outlined for Phase 1, & 2 in this letter require approval in writing, signed by both parties, before any additional hours to this agreement is performed.

If this letter correctly describes our engagement, please sign below in executing a contract.

Sincerely,

Patricia Walker

Patricia Walker, Principal Owner
Pat Walker Consulting LLC

The above letter confirms our understanding of the services to be performed and the limitations of those services.

Robert Smith, Town Manager

____

Signature

____

Date

Ron Grittman, Public Works Director

____

Signature

____

Date