Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, June 25, 2013
6:00 P.M.

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

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 criticism.

4) RESPONSE TO THE PUBLIC

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

a) Funding source used to eliminate the employee furlough, as proposed in the fiscal year 2013/2014 budget.

b) Council consideration of alternate route to the highway for the proposed Road 1 East extension.

5) CURRENT EVENT SUMMARIES AND REPORTS

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

a) Status update on the SR 89 improvements project. (Ron Grittman, Town Engineer)

b) Status update on legislative conference calls held Monday, June 24, 2013. (Joe Duffy, Finance Director; Jami Lewis, Town Clerk)

6) CONSENT AGENDA

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

a) Consideration and possible action to extend the existing month-to-month lease for the Food Bank an additional 90 days. (Robert Smith, Town Manager)

b) *Postponed from June 11, 2013:* Consideration and possible action to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mayday Consulting, LLC for HUD Home Owner Occupied Housing Rehabilitation Program and Consulting Services for fiscal year 2013/2014. Funds to come from Contingency. (Cecilia Watts, General Services Director)

c) *Postponed from June 11, 2013:* Consideration and possible action to adopt Resolution No. 13-1013 authorizing the Town of Chino Valley to submit an application for State Housing Funds and certifying that said application will meet the Community's Housing and Community Development needs and the requirements of the State Housing programs, and authorizing all actions necessary to implement and complete the activities outlined in said application. (Cecilia Watts, General Services Director)

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

e) Consideration and possible action to approve recommended budget adjustments for the Fiscal Year Ending June 30, 2013, resulting in the Contingency Budget being reduced from $323,047 to $252,047. (Joe Duffy, Finance Director)

f) Consideration and possible action to approve the yearly Indigent Legal Services Contracts for court misdemeanors between the Town of Chino Valley Municipal Court and Emily C. Dolan and Ingrid Blasik, in the amount of $7,500 per contract, for a total of $15,000. Funds to come from Court professional services line. (Ronda Apolinar, Court Administrator)

g) Consideration and possible action to approve the purchase of Driveable Grass from Soil Retention Products Inc., in the amount of $20,924.80 and approve change orders 1, 2, and 3 to the contract with R. Blume Underground in the amount of $50,786.08 for the Road 3 North stormwater project. These change orders and the purchase of this material, along with the deletion of the shotcrete, will reduce the project total from $270,152.01 to $256,864.49. (Ron Grittman, Town Engineer)

7) ACTION ITEMS

a) Consideration and possible action to adopt Ordinance No. 13-770 approving the issuance of a Conditional Use Permit to allow a Light Emitting Diode (LED) Message Reader Board for Assessor's Parcel Number 306-14-007E, located at 2062 N. State Route 89 in Chino Valley. Property Owner: St. Catherine Laboure Catholic Church. Applicant: St Catherine Laboure Catholic Church and Signs Plus. (Dennis Price, Associate Planner)

Recommended Action: Adopt Ordinance No. 13-770 approving the issuance of a Conditional Use Permit (CUP) to allow a Light Emitting Diode (LED) Message Reader Board for Assessor's Parcel 306-14-007E.

b) PUBLIC HEARING and consideration and possible action to approve Resolution No. 13-1015 adopting a Final Budget for fiscal year 2013-2014, and proposed expenditure limitation for the same year, in the amount of $16,769,266, which includes the statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing; and (2) Approve Resolution No. 13-1015 adopting a Final Budget and proposed expenditure limitation for fiscal year 2013-2014 in the amount of $16,769,266.

c) Consideration and possible action to adopt Resolution No. 13-1014, to support the extension and expansion of Town roads using collected and on-hand impact fees that can only be used for expansion of the Town's road network. (Robert Smith, Town Manager)

Recommended Action: Adopt Resolution No. 13-1014.

d) Consideration and possible action to appoint Councilmembers to Council Committees. (Jami Lewis, Town Clerk)

Recommended Action: Appoint Councilmembers to Council Committees.

e) Consideration and possible action to update the appointment of Councilmembers and staff to various regional and state entity committees. (Jami Lewis, Town Clerk)

Recommended Action: Appoint Councilmembers and/or staff to fill vacant positions on various entity committees and update existing appointments, as applicable.

f) Consideration and possible action to cancel the August 27, 2013 regular meeting due to a conflict with the annual League Conference. (Jami Lewis, Town Clerk)

Recommended Action: Cancel the August 27, 2013 regular meeting.

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).

a) Consideration and possible action to recess the Regular Meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) &(4) for discussion or consultation with the Town Attorney for legal advice and in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an intergovernmental agreement with the City of Prescott, Arizona, related to payments for the transportation of water that is the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, including the matter of City of Prescott v. Town of Chino Valley, Yavapai Superior Court No. 46161. (Robert Smith, Town Manager)

b) Consideration and possible action to amend or approve the Intergovernmental Agreement between the Town of Chino Valley and the City of Prescott relating to Payments for the Transportation of Water.

9) ADJOURNMENT

Dated this 20th day of June, 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. 6. a.**

Meeting Date: 06/25/2013
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: 1943 Voss Drive, Town's North Campus

AGENDA ITEM TITLE:
Consideration and possible action to extend the existing month-to-month lease for the Food Bank an additional 90 days.

RECOMMENDED ACTION:
Approve a 90-day extension to the existing, month-to-month lease for the Food Bank.

SITUATION AND ANALYSIS:
The Food Bank has been working to create a new operational location but is not complete on the construction. An extension of the month-to-month lease will allow the organization time to finish it's new location and move in. Although the Food Bank's architect has contacted staff about setting up a final inspection, staff recommends extending the lease with enough time to give them a cushion should they need it, and to avoid staff having to come to Council several times for extensions if a shorter time period was not sufficient.

Other Pertinent Documents Available Upon Request:
Existing lease document is available at Town Hall.

Fiscal Impact

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

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
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 approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mayday Consulting, LLC for HUD Home Owner Occupied Housing Rehabilitation Program and Consulting Services for fiscal year 2013/2014.

RECOMMENDED ACTION:

Approve Agreement for Professional Consulting Services between the Town and Mayday Consulting, LLC for HUD Home Owner Occupied Housing Rehabilitation Program and Consulting Services for fiscal year 2013/2014, in an amount not to exceed $4,000.00.

SITUATION AND ANALYSIS:

On May 28th, 2013 the Town Council heard a presentation from Ruth Mayday, Planner / Housing Rehabilitation Manager for the Town of Prescott Valley, and principal of Mayday Consulting, LLC regarding the Owner Occupied Housing Rehabilitation Program (Grant) offered through the HOME Investment Partnership Act.

The Town would like to submit a proposal for such grant, and would utilize the expertise and resources of Mayday Consulting, LLC for the initial preparation for the grant, the writing of the grant, and the administration of the grant.

Funding will be as follows and is annotated in the Agreement:
a) $50.00 / hour for pre-application activities, not to exceed $1,500.00, funds to come from the General Fund;
b) $50.00 / hour for composition of application, not to exceed $2,500.00, funds to come from the General Fund;
c) if Town receives an award, an hourly rate for program design and contract management, not

to exceed ten percent (10%) of HOME funds awarded, funds to come from grant funds.

Ms. Mayday will work with Town staff and the community in qualifying persons for the grant. She will also coordinate the inspections of properties, prepare the necessary RFPs and perform all the necessary postings for any consideration of repairs to any properties. This data will all be included in the material for submission of the grant. She will submit the grant in timely fashion to the Department of Housing. If the grant Is funded, she will administer the grant and will maintain all project files during the duration of the grant.

Mayday Consulting, LLC, has experience and success in applying and administering this particular grant. If awarded, the Town could receive up to $400,000.00 of funding for housing rehabilitation for qualified, owner-occupied housing in Chino Valley.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

Available: 4,000.00

Funding Source:

Item was not bugeted in fiscal year 2014. Staff recommends using contingency funds.

Attachments

Agreement for Professional Consulting Services

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR HUD HOMEOWNER OCCUPIED HOUSING REHABILITATION PROGRAM

This Agreement is made and entered into this 11th day of June, 2013, between the Town of Chino Valley, an Arizona municipal corporation ("Town"), and Mayday Consulting LLC, an Arizona limited liability company ("Consultant").

RECITALS

A. Town desires to retain a qualified firm to apply for HUD HOME funds to provide Owner Occupied Housing Rehabilitation services to qualified residents of the community; implement said program, and manage said program.

B. Consultant represents to Town that it is fully qualified to conduct the services desired.

C. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced said terms to writing.

AGREEMENT

FOR THE PURPOSE of providing professional consulting services for the Town in securing and administering HUD Homeowner Occupied Housing Rehabilitation Program grants (the "Project"), Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

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

1.2 Scope of Services. Consultant shall provide the Town with the following services:

1.2.1 Prepare and submit in a timely fashion and in compliance with all deadlines, all documentation required for a complete application to the Arizona Department of Housing (ADOH). Prepare any and all resolutions or other items for Council approval, if required.

1.2.2 Consultant will submit the application on behalf of Town of Chino Valley; Town is ultimate recipient of funding.

1.2.3 All pre-application activities including, but not limited to, preparation of documents for resident applications, file management, qualification of applications, community outreach, and inspection forms and materials.

1.2.4 Should contract be awarded by ADOH, Consultant shall perform all contract management activities. However, Town is responsible for submitting Requests for Payments (RFPs) and receiving reimbursements from ADOH. Consultant shall timely prepare and provide complete RFPs and contract documents, using Town's standard forms, if available, to Town staff for review and approval prior to submittal.

1.2.5 Nothing herein shall preclude the Town from using its own staff to carry out similar work, separately or in cooperation with the Consultant. Furthermore, nothing herein shall preclude the Town from entering into additional agreements for similar services with other consultants.

1.3 Responsibility of Consultant.

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

1.3.2 Consultant shall designate _____ as its Project Representative. Consultant's Representative shall coordinate its activities with and submit its reports to Town's representative.

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

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

1.3.5 Time of Performance. Consultant shall begin work on The Project upon receipt of a fully executed Agreement and shall work diligently and continuously to provide all the required services and activities described herein.

1.4 Responsibility of Town.

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

1.4.2 Town designates Cecilia Watts as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term.

1.5.1 Contract Term; Renewal. This Agreement commences upon execution of the Agreement and continues through December 31, 2016.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. As compensation for all services of Consultant in performance of this agreement, Town shall pay Consultant $50.00 per hour for services rendered.

2.1.1 Payments shall be in three (3) installments:

(1). Hourly rate for pre-application activities, not to exceed $1,500, due upon completion of the pre-application activities;

(2). Hourly rate for composition of application, not to exceed $2,500, due upon timely submittal of application to ADOH;

(3). If Town receives award, hourly rate for program design and contract management, not to exceed ten percent (10%) of HOME funds awarded.

2.1.2 Payments prescribed herein shall constitute all compensation to Consultant for all costs of service, including but not limited to: direct costs of labor of employees engaged by Consultant, telephone charges, typing, duplication, computer time, travel expenses, and other costs, expenses and charges of Consultant, its agents and employees.

2.2 Method of Payment. Payments prescribed herein shall be paid to Consultant monthly. Consultant shall prepare monthly invoices and progress reports which clearly itemize the work and services performed for the previous month, and a work plan for the following month. Payment by Town shall be made within 15 days of receipt of such invoice.

3. DOCUMENTATION: RETENTION OF MATERIALS

3.1 Consultant shall maintain adequate documentation to substantiate its charges for hours and materials as required by Section 2 of this Agreement.

3.2 Consultant shall maintain both Program and Project files in an orderly fashion, and provide such files to ADOH and/or HUD as requested. Consultant shall provide both Program and Project files to Town for audit and record retention purposes.

4. INDEMNIFICATION

4.1 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 Consultant, its agents, employees or any tier of Consultant's subconsultants 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 subconsultant 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.

4.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant, 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, Consultant's 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.

5. 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 the 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.

6. TERMINATION

6.1 Termination. This Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party of its intent to terminate the Agreement.

6.2 Payment to Consultant upon Termination. Upon such termination, Consultant shall submit to Town an itemized invoice for services performed to the date of termination in accordance with Section 2 of this Agreement. Said services may include both completed work and work in progress at the time of termination. Town shall pay Consultant for any such work for which compensation has not previously been made by Town within 15 days of receipt of said invoice.

7. ASSURANCES.

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

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

7.3 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.

7.4 Independent Consultant. This Contract 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 Contract shall not be construed as creating any joint employment relationship between Consultant and Town, and Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

7.5 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.

7.6 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.

7.7 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 Consultant to perform

work pursuant to the Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

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

7.9 Ownership of Programs and Materials. All documents (whether printed or stored as electronic, magnetic, or digital information) including, but not limited to program design, materials produced, notes, and files are and shall remain the property of Town. Consultant shall, upon completion of the services or at the conclusion of this Agreement (whichever is earlier), deliver to Town all documents (whether complete or partially complete) produced or collected by Consultant in Consultant's performance under this Agreement. Consultant may, at Consultant's expense, reproduce and retain a copy of all documents and materials produced or collected under this Agreement.

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

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

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

7.13 Notices. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN: Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

CONSULTANT: Mayday Consulting LLC
402 Ben J Trail
Chino Valley, AZ 86323

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

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

8 INTERESTS AND BENEFITS

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

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

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

9. ADDITIONAL SERVICES

9.1 If Town makes a decision to change the scope of work, as delineated in Paragraph 1.2 above, all such changes shall be by written amendment to this Agreement and shall be paid for on the hourly charge basis set forth in Section 2, Paragraph A.

10. CHANGES TO THE SCOPE OF SERVICES.

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

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

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

CONSULTANT

By: _____
Its: _____

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
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 adopt Resolution No. 13-1013 authorizing the Town of Chino Valley to submit an application for State Housing Funds and certifying that said application will meet the Community's Housing and Community Development needs and the requirements of the State Housing programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

RECOMMENDED ACTION:

Adopt Resolution No. 13-1013 authorizing the Town of Chino Valley to submit an application for State Housing Funds and certifying that said application will meet the Community's Housing and Community Development needs and the requirements of the State Housing programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

SITUATION AND ANALYSIS:

Should Council adopt the Agreement between Mayday Consulting, LLC, and the Town of Chino Valley authorizing Mayday Consulting, LLC to prepare and submit a Housing Rehabilitation grant from the Department of Housing for fiscal year 2013 /2014, and authorizing the Mayor to sign the grant and any appropriate paperwork associated with the grant and requiring the Mayor's signature.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Resolution 13-1013

RESOLUTION NO. 13-1013

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUNDS), CERTIFYING THAT SAID APPLICATION(S) WILL MEET THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION

WHEREAS, The Mayor and Common Council of the Town of Chino Valley is desirous of undertaking affordable housing development activities and support the ongoing efforts to repair, rehabilitate, or replace substandard housing in the community; and

WHEREAS, The State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the activity in the proposed application will address the community's low-income population housing needs; and

WHEREAS, this grant and this resolution will encompass housing activities for funding year 2013/2014; and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal Statutes and regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA:

1. authorizing and directing staff to prepare and submit an application to the State of Arizona for funding from the State Housing Fund; and

2. authorizing Chris Marley, Mayor, to sign an application or contract or grant documents for receipt and use of these funds; and

3. authorizing Mayday Consulting, LLC, to take all actions necessary to implement and complete the activities submitted in said application(s), as set forth in and pursuant to the Agreement between Mayday Consulting, LLC and the Town of Chino Valley.

This Resolution shall be effective after its passage and approval according to law.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 11th day of June, 2013.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney
By: Phyllis Smiley

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Joe Duffy,
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended May 31, 2013.

RECOMMENDED ACTION:

Approve Financial Report for the month ended May 31, 2013.

SITUATION AND ANALYSIS:

The Finance Department per Town Code is preparing Monthly Financial Reports for the Mayor, Council, Staff and Community.

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

The report includes the following sections;

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

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

Other Information - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year. Additional items will be added in the future.

The Finance Director will supplement these reports with periodic presentations and other

information throughout the fiscal year.

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

May 2013 Report

Town of Chino Valley

Arizona

Monthly Financial Report

To The Town Council

For the eleven months ending May 31, 2013

Town of Chino Valley
Revenue and Expense Summary
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	$ 110,408	$ 106,837	$ (3,571)		$ 143,500	
Tax Revenues	$ 2,119,545	$ 2,367,688	$ 248,143		$ 2,292,000	
Licenses & Permits	$ 259,762	$ 155,839	$ (103,923)		$ 180,030	
Intergovernmental	$ 2,348,983	$ 2,497,799	$ 148,816		$ 2,797,095	
Charges for Service	$ 108,194	$ 402,396	$ 294,202		$ 427,132	
Fines and Forfeitures	$ 139,801	$ 117,226	$ (22,575)		$ 186,100	
Other Revenues	$ 30,806	$ 4,369	$ (26,437)		$ 14,850	
Contributions and Donations	$ 17,538	$ 11,740	$ (5,798)		$ 23,800	
Investment Earnings	$ 588	$ 487	$ (101)		$ 500	
Transfers In	$ 504,808	$ 403,770	$ (101,038)		$ 438,654	
Total Revenues	**$ 5,640,433**	**$ 6,068,150**	**$ 427,717**	**8%**	**$ 6,503,661**	**93%**

Total Revenues for the General Fund increased by $427,717 over the previous fiscal year. Tax Revenues are up 12% due to a one time construction sales tax receipt. Intergovernmental Revenues are up 7% primarily due to a 21% increase in State Shared Income Tax. Both revenue categories show a favorable trend. The largest increase is in Charges for Services due to a one time Tower Rental Payment of $328,990. Transfers In were reduced in the current years budget over the prior year. The total General Fund Revenues are up 8% compared to the same period last year. Overall General Fund Revenues are on track YTD.

Town of Chino Valley
Revenue and Expense Summary
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	$ 94,277	$ 93,730	$ (547)		$ 107,737	
Town Clerk	$ 170,162	$ 168,690	$ (1,472)		$ 213,351	
Town Manager	$ 269,803	$ 292,553	$ 22,750		$ 306,844	
Human Resourses	$ 42,031	$ 48,562	$ 6,531		$ 67,179	
Municipal Court	$ 209,819	$ 240,845	$ 31,026		$ 268,554	
Finance	$ 224,702	$ 227,743	$ 3,041		$ 248,154	
Management Information Systen	$ 95,756	$ 90,635	$ (5,121)		$ 138,889	
Geographical Info Systems	$ 44,143	$ 60,618	$ 16,475		$ 68,659	
Mayor and Council	$ 25,378	$ 24,764	$ (614)		$ 29,730	
Planning	$ 145,904	$ 114,239	$ (31,665)		$ 128,598	
Building Inspection	$ 73,141	$ 159,395	$ 86,254		$ 150,893	
Dispatch	$ 134,485	$ 128,517	$ (5,968)		$ 140,201	
Police	$ 1,869,347	$ 1,938,306	$ 68,959		$ 2,134,957	
Animal Control	$ 61,240	$ 73,425	$ 12,185		$ 87,120	
Recreation	$ 55,933	$ 27,872	$ (28,061)		$ 62,815	
Library	$ 237,262	$ 233,157	$ (4,105)		$ 261,281	
Senior Center	$ 152,663	$ 172,048	$ 19,385		$ 195,577	
Parks Maintenance	$ 245,584	$ 294,487	$ 48,903		$ 350,883	
Aquatic Center	$ 292,697	$ 140,885	$ (151,812)		$ 276,247	
Public Works Administration	$ 16,382	$ 16,344	$ (38)		$ 19,355	
Facilities Maintenance	$ 248,273	$ 247,360	$ (913)		$ 342,319	
Fleet Maintenance	$ 251,241	$ 271,104	$ 19,863		$ 319,774	
Engineering	$ 30,827	$ 39,655	$ 8,828		$ 43,252	
Non Departmental	$ 519,026	$ 421,514	$ (97,512)		$ 923,740	
Total Expenditures	**$ 5,510,076**	**$ 5,526,447**	**$ 16,371**	**0%**	**$ 6,886,109**	**80%**
Total Revenue Over (Under) Total Expenditures	**$ 130,357**	**$ 541,703**	**$ 411,346**		**$ (382,448)**	

GENERAL FUND (Continued)

Total General Fund Expenditures are at 80% of budget this fiscal year with 92% of the fiscal year complete. Expenditures are $16,371 higher to date than last fiscal year. The following departments are projected to be over budget at June 30, 2013; Prosecutor $2,000, Town Manager $20,000, Municiple Court $3,000, Finance $5,000,Building Inspection $28,000, Police 10,000 and Engineering $3,000. Overall, the General Fund is projected to be under budget by $521,617 at the end of the fiscal year.

Town of Chino Valley
Revenue and Expense Summary
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	$ 620,326	$ 687,901	$ 67,575	11%	$ 771,261	89%
Expenditures						
Road Maintenance	$ 520,385	$ 541,403	$ 21,018	4%	$ 784,257	69%
Total Revenue Over (Under) Total Expenditures	**$ 99,941**	**$ 146,498**	**$ 46,557**		**$ (12,996)**	
Total Fund Revenues are up 11% over the prior fiscal year, while department expenses are up slightly at 4%.						
WATER ENTERPRISE FUND						
Water Revenues	$ 358,499	$ 384,712	$ 26,213		$ 419,060	
Transfers In	$ 274,098	$ 332,739	$ 58,641		$ 362,990	
Total Revenues	**$ 632,597**	**$ 717,451**	**$ 84,854**	13%	**$ 782,050**	92%
Expenditures						
Water Utility Operations	$ 304,160	$ 373,928	$ 69,768		$ 518,667	
Water Resources Division	$ 64,864	$ 75,664	$ 10,800		$ 141,964	
Capital Improvements	$ -	$ -	$ -			
Debt Service/Reserve	$ 20,698	$ 14,010	$ (6,688)		$ 173,208	
Total Expenditures	**$ 389,722**	**$ 463,602**	**$ 73,880**	19%	**$ 833,839**	56%
Total Revenue Over (Under) Total Expenditures	**$ 242,875**	**$ 253,849**	**$ 10,974**		**$ (51,789)**	
Total Water Enterprise Fund Revenues are up 13% over the prior fiscal year. Water Service Fees are up 7%. Expenditures are at 56% Year to date, up 19% over last fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	**$ 1,333,035**	**$ 1,248,166**	**$ (84,869)**	-6%	**$ 1,389,920**	90%
Expenditures						
Sewer	$ 713,171	$ 720,325	$ 7,154		$ 900,253	
Grant Expenditures	$ 176,274	$ 55,000	$ (121,274)		$ 130,000	
Debt Service/Reserve	$ 241,153	$ 233,478	$ (7,675)		$ 976,642	
Total Expenditures	**$ 1,130,598**	**$ 1,008,804**	**$ (121,794)**	-11%	**$ 2,006,895**	50%
Total Revenue Over (Under) Total Expenditures	**$ 202,437**	**$ 239,362**	**$ 36,926**		**$ (616,975)**	
Total Sewer Enterprise Fund Revenues ar down 6% over last fiscal year due to the receipt of $157,790 in grant funds from the EECBG Solar Plant Project. Excluding this item Revenues are up 6% over last fiscal year. Operating expenditures are down 11% over the prior fiscal year, however expenditures are only at 50% of budget year to date.						

Town of Chino Valley
Revenue and Expense Summary
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	**$ 1,062,654**	**$ 1,192,578**	$ 129,924	**12%**	**$ 3,146,650**	**38%**
Capital Improvements	$ 45,420	$ 180,405	$ 134,984		$ 2,000,000	
Transfers	$ 790,607	$ 1,245,189	$ 454,582		$ 1,358,390	
Total Expenditures	**$ 836,027**	**$ 1,425,594**	**$ 589,566**	**71%**	**$ 3,358,390**	**42%**
Total Revenue Over (Under) Total Expenditures	**$ 226,627**	**$ (233,016)**	**$ (459,642)**		**$ (211,740)**	

Capital Improvement Fund Revenues are up 12% over the prior fiscal year primarily due to the increase in construction sales tax collections. Capital Improvements included the Road 2 North Box Culvert projected to cost $196,087. $370,000 was paid with Road Impact Fees. Transfers were increased in the Fiscal Year 12/13 Budget.

OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
Grants Fund	$ 227,369	$ 486,436	$ 259,066		$ 650,915	
Special Revenue Fund Court	$ 15,250	$ 11,521	$ (3,729)		$ 17,065	
Capital Asset Replacement	$ 148,152	$ 462	$ (147,691)		$ 45,050	
Police Impact Fee Funds	$ 977	$ 3,171	$ 2,194		$ 1,530	
Library Impact Fee Funds	$ 522	$ 561	$ 39		$ 635	
Parks/Rec Impact Fee Funds	$ 1,716	$ 1,592	$ (124)		$ 1,915	
Roads Impact Fee Funds	$ 9,088	$ 23,084	$ 13,996		$ 16,440	
Special Revenue Fund PD	$ 15,856	$ 27,303	$ 11,447		$ 20,002	
CVSLID Districts	$ 1,758	$ 1,691	$ (66)		$ 3,958	
Total Revenues	**$ 420,687**	**$ 555,820**	**$ 135,133**	**32%**	**$ 757,510**	**73%**
Grants Funds	$ 266,056	$ 297,441	$ 31,384		$ 650,915	
Special Revenue Fund - Court	$ 35,733	$ 9,911	$ (25,822)		$ 74,687	
Capital Replacement Fund	$ 7,477	$ 3,997	$ (3,480)		$ 268,865	
Police Impact Fee Funds	$ 59,430	$ 1,953	$ (57,477)		$ 58,354	
Library Impact Fee Funds	$ 12,641	$ 19,529	$ 6,888		$ 111,608	
Parks/Rec Impact Fee Funds	$ 5,847	$ 55,603	$ 49,756		$ 117,952	
Roads Impact Fee Funds	$ 58,909	$ 638,568	$ 579,659		$ 370,000	
Special Revenue Fund PD	$ 11,400	$ 27,189	$ 15,789		$ 20,002	
CVSLID Districts	$ 3,084	$ 3,095	$ 11		$ 3,958	
Total Expenditures	**$ 460,577**	**$ 1,057,286**	**$ 596,709**	**130%**	**$ 1,676,341**	**63%**
Total Revenue Over (Under) Total Expenditures	**$ (39,889)**	**$ (501,466)**	**$ (461,576)**		**$ (918,831)**	

Road Impact Fees Expenditure are up due to the Road 2 North Box Culvert. Total Road Impact projects are $ 268,000 over what was budgeted in the Road Impact Fee Fund.

Town of Chino Valley
Revenue and Expense Summary
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

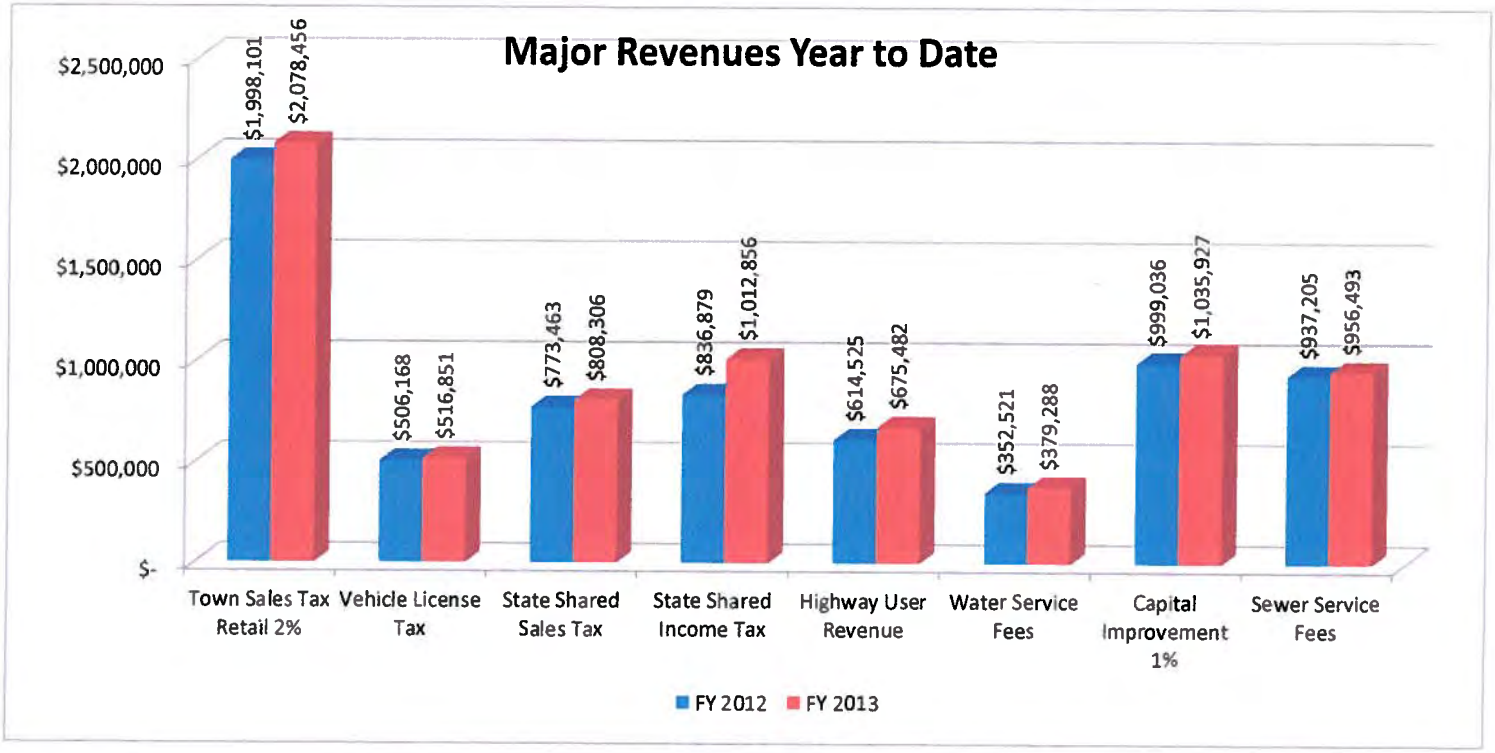
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year Amount	Actual vs Prior Year % FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
TOTAL ALL FUNDS						
Total Revenue All Funds	$ 9,709,732	$ 10,470,066	$ 760,334	**8%**	$ 13,351,052	**78%**
Total Expenditures All Funds	$ 8,847,384	$ 10,023,135	$ 1,175,751	**13%**	$ 15,545,831	**64%**
Total Revenue Over (Under) Total Expenditures All Funds	**$ 862,347**	**$ 446,931**	**$ (415,416)**		**$ (2,194,779)**	

(1) Budget does not include Carryover Amounts from Prior Fiscal Years
(2) Year to date amounts include actual expenditures paid to date.

Town of Chino Valley
Major Revenue Summary
For the Eleven Months Ending May 31, 2013

	Actual Year to Date FY 2011-12	Annual Budget 2012-13	Actual Year to Date 2012-13	% of Budget YTD	Actual vs Prior Year Amount	Actual vs Prior Year %
Town Sales Tax Retail 2%	$ 1,998,101	$ 2,165,000	$ 2,078,456		$ 80,355	4%
Vehicle License Tax	$ 506,168	$ 562,089	$ 516,851		$ 10,683	2%
State Shared Sales Tax	$ 773,463	$ 904,520	$ 808,306		$ 34,843	5%
State Shared Income Tax	$ 836,879	$ 1,104,833	$ 1,012,856		$ 175,977	21%
Highway User Revenue	$ 614,525	$ 762,561	$ 675,482		$ 60,957	10%
Water Service Fees	$ 352,521	$ 408,240	$ 379,288		$ 26,767	8%
Capital Improvement 1%	$ 999,036	$ 1,082,500	$ 1,035,927		$ 36,891	4%
Sewer Service Fees	$ 937,205	$ 1,025,000	$ 956,493		$ 19,288	2%
Major Revenues Y.T.D.	**$ 7,017,898**	**$ 8,014,743**	**$ 7,463,658**	93%	**$ 445,760**	6%
Total Revenue All Funds	**$ 9,709,732**	**$ 13,351,052**	**$ 10,470,066**	78%	**$ 760,334**	8%
	72%	**60%**	**71%**			

The Major Revenues are up $445,760 or 6% over the prior fiscal year continuing a positive trend. Total Revenues All Funds are up $760,334 or 8% over the prior fiscal year.



Impact Fee Fund Recaps
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

	Police Impact Fees	Library Impact Fees	Parks/Rec Impact Fees	Roads Impact Fees
Beginning Fund Balance @ 6/30/12	$ 76,636	$ 106,295	$ 118,000	$ 2,594,975
Impact Fees Revenue to Date	$ 3,171	$ 562	$ 1,592	$ 23,084
Impact Fees Expenditures to Date	$ 1,953	$ 19,529	$ 55,603	$ 638,569
Ending Fund Balance to Date	**$ 77,855**	**$ 87,328**	**$ 63,988**	**$ 1,979,491**
Budgeted Expenditures FY 12/13	$ 58,354	$ 111,608	$ 117,952	$ 370,000

General Fund Contingency Budget
For the Eleven Months Ended May 31, 2013 92% of the Fiscal Year

	Actual Year to Date 2012-13	Annual Budget 2012-13 (1)
Adopted Budget FY 2012/13		$ 323,047
Encumbered to Date		
Caselle Software Upgrade	$ 22,231	$ 17,925
Citizens Survey	$ 5,894	$ 6,000
Strategic Financial Plan		$ 28,340
Prescott Valley EDF Membership	$ 500	$ 500
Abatement Program	$ 130	$ 10,000
Town Hall Storage Additions	$ 13,120	$ 13,000
Balance of Contingency Budget	**$ 41,875**	**$ 247,282**

Annual Debt Service Summary By Fund
Fiscal Year Ended June 30, 2013

Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2012	FY 2013 Principal	FY 2013 Interest
General Government					
GADA Loan 2007A	7/1/2011	$ 3,825,000	$ 3,825,000	$ 65,000	$ 178,744
US Bank Series 2010	12/15/2010	$ 7,280,000	$ 7,280,000		$ 331,638
		$ 11,105,000	$ 11,105,000	$ 65,000	$ 510,382
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	$ 745,000	$ 745,000	$ 45,000	$ 28,020
Sewer Enterprise Fund					
WIFA	1/10/2007	$ 1,580,000	$ 1,311,629	$ 71,782	$ 34,195
WIFA	1/11/2008	$ 4,853,000	$ 4,425,536	$ 222,795	$ 118,265
USDA	2/16/2007	$ 1,595,000	$ 1,486,130	$ 35,642	$ 60,634
USDA	4/10/2008	$ 1,505,000	$ 1,438,422	$ 32,120	$ 58,732
USDA	4/16/2008	$ 1,332,000	$ 1,273,917	$ 28,383	$ 52,016
		$ 10,865,000	$ 9,935,634	$ 390,722	$ 323,842
Total Town of Chino Valley Debt		**$ 22,715,000**	**$ 21,785,634**	**$ 500,722**	**$ 862,244**

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve recommended budget adjustments for the Fiscal Year Ending June 30, 2013.

RECOMMENDED ACTION:

Approve recommended budget adjustments for Fiscal Year Ending June 30, 2013.

SITUATION AND ANALYSIS:

The Town of Chino Valley adopts a budget by department each fiscal year. Only the Town Council has authority to approve budget adjustments between departments. Although the total General Fund is projected to be under budget by $ 521,617, several of the Departments within the General Fund will exceed their budget in Fiscal Year 2013 and require a budget adjustment to prevent them from going over budget.

The Departments requiring a budget adjustment are:

Prosecutor 41 - $ 2,000. Professional Services is over due to Prosecutors Insurance not being budgeted.
Town Manager 42 - $ 20,000 Professional Services, Travel and Training up due to hiring a new Town Manager.
Municipal Court 45 - $ 3,000 Salaries and Wages are more than budget due to hiring new Magistrate.
Finance 46 - $ 5,000 Professional Services is over due to hiring a new Finance Director.
Building Inspection 56 - $ 28,000 Salaries and Wages are over budget due to a full time position only budgeted part time in error.
Police Department 60 - $ 10,000 Public Safety Retirement Contributions were not budgeted at

the correct rate.
Engineering 74 - $ 3,000 Professional Services over original budget.

The total budget adjustment for the General Fund is $ 71,000.

Staff is recommending reducing the Contingency Fund Budget to make the budget adjustment.

Fiscal Impact

Fiscal Impact?: 71000
If Yes, Budget Code: 01955600
Available: 71000

Funding Source:
The Contingency Budget will be reduced from $323,047 to $252,047.

Attachments

Final FY 2013 Budget Adjustments

Town of Chino Valley						
Total Projected Expenditures by Department						
	Description	2012-13 Adopted Budget	Original Budget 2012-13 Estimate	Revised 2012-13 Estimate @ 6/17/13	Net Estimate (over)/under Budget	Recommended Budget Adjustments
GENERAL FUND						
41	PROSECUTOR	107,737	109,905	108,000	(263)	2,000
42	TOWN CLERK	213,351	183,129	183,129	30,222	
43	TOWN MANAGER	306,844	324,414	324,414	(17,570)	20,000
44	HUMAN RESOURCES	67,179	52,636	56,000	11,179	
45	MUNICIPAL COURT	268,554	271,254	270,254	(1,700)	3,000
46	FINANCE	248,154	252,283	252,283	(4,129)	5,000
47	MGMT INFORMATION	207,548	193,898	186,000	21,548	
50	MAYOR AND COUNCIL	29,730	28,675	28,675	1,055	
55	PLANNING	128,598	105,858	127,000	1,598	
56	BUILDING INSPECTION	150,893	172,720	178,000	(27,107)	28,000
60	POLICE	2,275,158	2,291,250	2,284,000	(8,842)	10,000
61	ANIMAL CONTROL	87,120	82,628	81,500	5,620	
63	RECREATION	62,815	33,950	33,950	28,865	
64	LIBRARY	261,281	265,400	258,000	3,281	
66	SENIOR CENTER	195,577	191,212	190,000	5,577	
68	PARKS MAINTENANCE	350,883	335,042	325,000	25,883	
69	AQUATICS CENTER	276,247	248,833	210,000	66,247	
70	PULBIC WORKS ADMIN	19,355	18,764	18,764	591	
71	FACILITIES MAINTENANCE	342,319	321,071	290,000	52,319	
73	FLEET MAINTENANCE	319,774	317,705	310,000	9,774	
74	ENGINEERING	43,252	45,523	45,523	(2,271)	3,000
95	NON DEPARTMENTAL	923,740	634,580	604,000	319,740	(71,000)
TOTAL GENERAL FUND		6,886,109	6,480,730	6,364,492	521,617	-
					-	
HIGHWAY USER REVENUE FUND					-	
278	ROAD MAINTENANCE	784,257	687,078	660,000	124,257	
					-	
CDBG GRANTS					-	
390	CDBG PROJECTS	313,000	315,162	315,162	(2,162)	
					-	
WATER ENTERPRISE FUND					-	
482	WATER UTILITY OPERATION	570,789	490,188	425,000	145,789	
495	WATER ENTERPRISE FUND EXP	263,050	59,010	165,000	98,050	
		833,839	549,198	590,000	243,839	
					-	
CAPITAL IMPROVEMENT FUND					-	
590	MISC CAPITAL PROJECTS	3,358,390	1,533,390	1,533,390	1,825,000	
					-	

Town of Chino Valley

Total Projected Expenditures by Department

	Description	2012-13 Adopted Budget	Original Budget 2012-13 Estimate	Revised 2012-13 Estimate @ 6/17/13	Net Estimate (over)/under Budget	Recommended Budget Adjustments
SEWER ENTERPRISE FUND					-	
683	SEWER	900,253	841,510	841,510	58,743	
695	CAP/DEBT CONTINGENCIES	1,106,642	811,748	811,748	294,894	
		2,006,895	1,653,258	1,653,258	353,637	-
					-	
GRANTS FUND					-	
7	GRANTS	650,915	528,000	528,000	122,915	
					-	
DEBT SERVICE FUND					-	
8	DEBT SERVICE	851,975	844,905	844,905	7,070	
					-	
SPECIAL REVENUE FUND COURT					-	
9	SPECIAL REV FUND	74,687	16,000	16,000	58,687	
					-	
CAPITAL ASSET REPLACEMENT					-	
10	ASSET REPLACEMENT EXPENSE	268,865	12,000	12,000	256,865	
					-	
IMPACT FEE FUNDS					-	
11	TOTAL IMPACT FEES	657,914	941,500	941,500	(283,586)	
					-	
SPECIAL REVENUE FUND PD					-	
16	VEHICLE IMPOUND EXPEND	-	20,002	-	-	
					-	
LIGHTING IMPROVEMENT DISTRICTS					-	
40	CVSLID	3,958	3,958	3,958	-	
					-	
TOTAL EXPENDITURES		16,690,804	13,585,182	13,462,665	3,228,139	-
					-	
	GENERAL FUND TRANS	(57,666)	(57,666)	(57,666)	-	
	HURF FUND TRANS	(26,263)	(13,267)	(13,267)	(12,996)	
	CAP IMPROVE FUND TRANS	(1,358,390)	(1,358,390)	(1,358,390)	-	
	POLICE SPECIAL FUND TRANS		(20,002)	(20,002)	20,002	
	ROAD IMPACT FEE FUND TRANS				-	
		15,248,485	12,135,857	12,013,340	3,235,145	-

Equals Adopted Budget Amount of $15,248,485

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Rhonda Apolinar, Court Coordinator
	Phone: 928-636-2646 x-1289
Department:	Municipal Court
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	Chino Valley Municipal Court

AGENDA ITEM TITLE:

Consideration and possible action to approve the yearly Indigent Legal Services Contracts for court misdemeanors between the Town of Chino Valley Municipal Court and Emily C. Dolan and Ingrid Blasik, in the amount of $7,500 per contract, for a total of $15,000.

RECOMMENDED ACTION:

Approve the yearly Indigent Legal Service Contracts for court misdemeanors between the Town of Chino Valley Municipal Court and Emily C. Dolan and Ingrid Blasik, in the amount of $7,500 per contract, for a total of $15,000.

SITUATION AND ANALYSIS:

The Town and the Chino Valley Municipal Court in and for the County of Yavapai, hereinafter called "Court," have determined that execution of indigent legal service agreements with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6.1 of the Rules of Criminal Procedure for Arizona, and for certain other types of legal proceedings.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	01-45-5212
Available:	$15,000.00

Funding Source:

Funding will come from the Professional Services line item. Each contract will be $7500.00.

Attachments

Emily C. Dolan
Ingrid Blasik
Criminal Rule of Procedure 6.1

INDIGENT LEGAL SERVICES AGREEMENT
Chino Valley Municipal Court Misdemeanors

This Agreement by and between the Town of Chino Valley, hereinafter called "Town," and **Emily C. Dolan** hereinafter called "Attorney."

RECITALS

WHEREAS, the Town and the Chino Valley Municipal Court in and for the County of Yavapai, hereinafter called "Court," have determined that execution of Indigent Legal Services Agreements with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6 of the Rules of Criminal Procedure for Arizona and for certain other types of legal proceedings; and

WHEREAS, the Court and Town have determined that Attorney is licensed to practice law in the State of Arizona and is competent to provide legal services as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE TOWN

A. **Compensation.** For services rendered pursuant to this Agreement, Town agrees to pay Attorney a Base Contract Amount of $7500.00.00 to provide legal services of up to thirty (30) hours per appointed case not to exceed Twenty (20) cases which shall represent payment for all representation, ordinary expenses and related work necessary to provide indigent legal services. The Base Contract Amount shall be paid in twelve (12) equal payments on the first of each month during the effective term of this Agreement.

B. **Compensation in Excess of Base Contract Amount.** Attorney shall be compensated in excess of the Base Contract Amount for the following.

1. Extraordinary Expenses. Included, but are not limited to, transcripts, audio and video tapes, depositions, expert witnesses, investigators and interpreters. Prior to incurring obligations for such expenditures, the Attorney shall apply to the Presiding Judge for approval of expense items. Reimbursement for extraordinary expenditures shall be made monthly upon submission of an itemized listing approved by the Presiding Judge. Failure to secure approval in advance for extraordinary expenditures may be grounds for denial by the Town of any claim for payment of such expenditures.

2. **Excess Hours.** If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Judge. The request shall contain at least the following:

a) An itemized listing of the specific services provided up to the date of the request showing the amount of time spent on each item.

b) A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.

c) A specific explanation of the circumstances affecting the length and/or complexity of the trial court proceedings.

d) Logs, time sheets and other activity records pertaining to the case.

For on-going cases, billings for excess hours shall be submitted at intervals not to exceed 90 days unless a more frequent interval is specified by the Court. Additional compensation, if approved will be paid at the rate of $110.00 per hour.

3. **Excess Cases.** Upon execution of this Agreement, Attorney may elect to accept case assignments in excess of Twenty (20) assigned cases. The Attorney shall be compensated for each such assignment at the rate of $250.00 per case to provide legal services of up to thirty (30) hours per appointed case. If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Judge. Additional compensation, if approved will be paid at the rate of $110.00 per hour.

C. **Non-Legal Tasks.** Total contract amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. The Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the contract amount as described in Section I (B) of this Agreement.

II. DUTIES OF ATTORNEY

A. **In General.** Attorney shall provide professional legal representation in the assigned cases based upon the express warranties that any person providing such representation pursuant to this Agreement is licensed to practice law in the state of Arizona and that such persons are qualified by reason of competence, training and experience to provide the designated indigent defense services.

B. **Good Standing**. During the term of the Agreement or any renewal thereof, Attorney will report any bar complaints, malpractice claims or lawsuits in which a determination, finding or decision adverse to the Attorney has been made to the Presiding Judge within five (5) working days of becoming aware of, or receiving notice of the existence or occurrence of such determination, finding or decision. Suspension or loss of the license to practice law in the State of Arizona shall immediately void this Agreement.

C. **Local Availability.** The Town and the Court expect that the Attorney will be fully prepared to provide effective representation to clients and an appropriate level of service to the Court and the justice system. Attorney agrees that, during the effective term of this Agreement, he/she will maintain office facilities within the boundaries of Yavapai County and that such facilities will be located and equipped to effectively discharge the duties and responsibilities set forth in this Agreement. It is understood and agreed that Attorney shall establish and maintain communications capability that will allow prompt receipt of and responses to electronic communications including, but not limited to telephone and facsimile, and that Attorney will be available to receive and promptly respond to such communications. The Attorney further agrees to be physically present in Yavapai County at such times as may be required to make court appearances and to meet with clients, justice system personnel and other parties as necessary or to make provisions for substitute representation as specified in Section II(G) of this Agreement.

D. **Acceptance of Assignments.** The Attorney agrees to accept cases appointed by the Court during the effective term of this Agreement unless Attorney is not ethically permitted to accept the representation under the Arizona Rules of Professional Conduct. It is understood and agreed that the Base Contract Amount is based upon provision of services for the specified number of cases. The Attorney shall represent assigned indigent defendants throughout their trial court proceedings subject to withdrawal or substitution only as provided in this Agreement or in accordance with Rule 6.3, Arizona Rules of Criminal Procedure. The duty of representation continues until each case is terminated by dismissal, acquittal, and sentence, suspension of sentence or imposition of terms of probation and shall include any necessary post verdict proceedings pursuant to Rule 24, Arizona Rules of Criminal Procedure.

E. **Representation of Defendants.** Upon notification of an assignment of an indigent defendant, the Attorney shall promptly initiate personal contact with that defendant and shall maintain a frequency and nature of such contacts as are reasonably deemed necessary to provide effective representation until the case is terminated as provided in Section II (D) of this Agreement. The Attorney shall be responsible for representation of each defendant at all court proceedings as required. The Attorney shall use reasonable diligence to notify each indigent defendant of necessary court appearances and of any court actions taken as a result of the defendant’s non-appearance.

F. **Indigent Status.** Assignment of a defendant, pursuant to this Agreement, is based upon an initial court determination that the subject defendant is legally indigent. In the event there is a redetermination of the indigent status of any assigned defendant and the Attorney is, thereby, permitted to withdraw as a court-appointed attorney, Attorney agrees not to represent that person in that case for a private fee without prior approval of the assigned trial judge. The Attorney shall not accept a private fee without full disclosure of the terms of this Agreement to the client and shall notify the assigned trial judge of the arrangements made for the private fee. The Attorney shall not solicit a private fee from any indigent defendant.

G. Substitute Representation. The parties contemplate that, unless otherwise specifically provided in writing in this Agreement or attachments thereto, substantially all services to be rendered pursuant to this Agreement are to be provided by the designated Attorney. The **parties understand and agree that from time to time, illness, vacation or other circumstances may prevent the designated Attorney from providing some services personally. In that event, it shall be the responsibility of the Attorney to provide qualified substitute representation at no additional cost to the Town. All substitute attorneys not currently contracted to provide indigent legal services to the Town are subject to prior approval by the trial judge. The Attorney shall not broker or subcontract cases or portions of cases to other attorneys.**

H. **Activity Records.** The Attorney agrees to maintain case logs, final disposition records, time sheets and other pertinent activity records, which shall include the number of days the case was open, the names of the officers involved in each case and any co-defendants for each assigned case and to transmit these records to the Presiding Judge upon request.

I. **No Additional Compensation.** Attorney may not solicit, accept, or agree to accept, private or additional compensation of any kind, including attorney's fees in any pending, terminated, or completed assignment pursuant to this agreement, other than compensation as specified in this Agreement, except as provided in subsection II (f). Should attorney engage in any claim, lawsuit or other litigation against the Town, its officers, employees or agents, by any party arising from damages, injuries or other losses allegedly sustained by a person during arrest, incarceration and/or prosecution related to a case for which Attorney provided representation to that person. Attorney agrees to promptly notify the Town and Presiding Judge of the existence of such engagement. This provision does not require the Attorney to divulge specific or detailed information that would violate the Arizona Rules of Professional Conduct.

III. INDEPENDENT CONTRACTOR STATUS

In performance of the duties set forth herein, it is mutually understood and agreed that the Attorney is, at all times, acting as an independent provider of indigent legal defense services. It

is further understood and agreed that Town shall not seek to exercise control or direction over the methods by which Attorney shall provide services to assigned defendants in individual cases excepting that Attorney does, by this Agreement agree to perform said duties in strict accordance with legal and ethical standards governing the provisions of legal services.

IV. TERM AND TERMINATION

A. **Effective Term of Agreement.** Unless otherwise specified, the effective term of each Agreement shall run from July 1, 2013 through June 30, 2014.

B. **Termination of Agreement; General.** The town may terminate this Agreement without cause and in its sole discretion, upon thirty (30) days written notice to the Attorney. The Attorney may terminate this Agreement without cause and in his/her sole discretion upon thirty (30) days written notice to the Town and the Presiding Judge. If this Agreement is terminated by either party pursuant to this Section IV (B), Attorney shall complete representation of all indigent defendants previously assigned, as provided in Section II (D) of this Agreement, unless Attorney is given permission to withdraw by the Presiding Judge.

Receipt of permission to withdraw shall not terminate Attorney's financial liability for the costs of completion of representation for all cases assigned prior to the effective date of termination.

Attorney's liability upon termination shall include all costs incurred by the Town to retain substitute counsel as needed to complete representation of clients and any other costs associated with such representation that would not have been incurred had Attorney completed representation pursuant to this Agreement. It is understood and agreed that, upon notice of termination, or at such time when it reasonably appears that Attorney may be unwilling or unable to perform pursuant to this Agreement, the Town may, in its sole discretion, withhold any amounts then or subsequently owed to Attorney pursuant to this Agreement pending a final determination of the costs of completion of representation. Upon such final determination, the amounts owed, less costs of completion, shall be paid to Attorney.

V. TEMPORARY MODIFICATIONS.

In the event that circumstances arise which prevent Attorney from providing effective assistance of counsel, Town representatives and the Presiding Judge may confer with the Attorney to identify the issues and attempt to resolve any problems. The Town may make temporary modifications of the Agreement to the extent that the legitimate interests of the parties and the interests of justice may be served thereby.

VI. APPROVALS

Attorney:

_____

Date:_____

Town:

_____

By:

_____

Title:

Date: _____

INDIGENT LEGAL SERVICES AGREEMENT
Chino Valley Municipal Court Misdemeanors

This Agreement by and between the Town of Chino Valley, hereinafter called "Town," and **Igrid Blasik** hereinafter called "Attorney."

RECITALS

WHEREAS, the Town and the Chino Valley Municipal Court in and for the County of Yavapai, hereinafter called "Court," have determined that execution of Indigent Legal Services Agreements with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6 of the Rules of Criminal Procedure for Arizona and for certain other types of legal proceedings; and

WHEREAS, the Court and Town have determined that Attorney is licensed to practice law in the State of Arizona and is competent to provide legal services as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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b) A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.

c) A specific explanation of the circumstances affecting the length and/or complexity of the trial court proceedings.

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II. DUTIES OF ATTORNEY

A. **In General.** Attorney shall provide professional legal representation in the assigned cases based upon the express warranties that any person providing such representation pursuant to this Agreement is licensed to practice law in the state of Arizona and that such persons are qualified by reason of competence, training and experience to provide the designated indigent defense services.

B. **Good Standing**. During the term of the Agreement or any renewal thereof, Attorney will report any bar complaints, malpractice claims or lawsuits in which a determination, finding or decision adverse to the Attorney has been made to the Presiding Judge within five (5) working days of becoming aware of, or receiving notice of the existence or occurrence of such determination, finding or decision. Suspension or loss of the license to practice law in the State of Arizona shall immediately void this Agreement.

C. **Local Availability.** The Town and the Court expect that the Attorney will be fully prepared to provide effective representation to clients and an appropriate level of service to the Court and the justice system. Attorney agrees that, during the effective term of this Agreement, he/she will maintain office facilities within the boundaries of Yavapai County and that such facilities will be located and equipped to effectively discharge the duties and responsibilities set forth in this Agreement. It is understood and agreed that Attorney shall establish and maintain communications capability that will allow prompt receipt of and responses to electronic communications including, but not limited to telephone and facsimile, and that Attorney will be available to receive and promptly respond to such communications. The Attorney further agrees to be physically present in Yavapai County at such times as may be required to make court appearances and to meet with clients, justice system personnel and other parties as necessary or to make provisions for substitute representation as specified in Section II(G) of this Agreement.

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III. INDEPENDENT CONTRACTOR STATUS

In performance of the duties set forth herein, it is mutually understood and agreed that the Attorney is, at all times, acting as an independent provider of indigent legal defense services. It

is further understood and agreed that Town shall not seek to exercise control or direction over the methods by which Attorney shall provide services to assigned defendants in individual cases excepting that Attorney does, by this Agreement agree to perform said duties in strict accordance with legal and ethical standards governing the provisions of legal services.

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Receipt of permission to withdraw shall not terminate Attorney's financial liability for the costs of completion of representation for all cases assigned prior to the effective date of termination.

Attorney's liability upon termination shall include all costs incurred by the Town to retain substitute counsel as needed to complete representation of clients and any other costs associated with such representation that would not have been incurred had Attorney completed representation pursuant to this Agreement. It is understood and agreed that, upon notice of termination, or at such time when it reasonably appears that Attorney may be unwilling or unable to perform pursuant to this Agreement, the Town may, in its sole discretion, withhold any amounts then or subsequently owed to Attorney pursuant to this Agreement pending a final determination of the costs of completion of representation. Upon such final determination, the amounts owed, less costs of completion, shall be paid to Attorney.

V. TEMPORARY MODIFICATIONS.

In the event that circumstances arise which prevent Attorney from providing effective assistance of counsel, Town representatives and the Presiding Judge may confer with the Attorney to identify the issues and attempt to resolve any problems. The Town may make temporary modifications of the Agreement to the extent that the legitimate interests of the parties and the interests of justice may be served thereby.

VI. APPROVALS

Attorney:

_____

Date:_____

Town:

_____

By:

_____

Title:

Date: _____

Arizona Court Rules Forum
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16A A.R.S. Rules Crim.Proc., Rule 6.1
Rule 6.1. Rights to counsel; waiver of rights to counsel

16A A.R.S. Rules Crim.Proc., Rule 6.1

Arizona Revised Statutes Annotated Currentness
Rules of Criminal Procedure
III. Rights of Parties
Rule 6. Attorneys, Appointment of Counsel
➡Rule 6.1. Rights to counsel; waiver of rights to counsel

a. Right to be Represented by Counsel. A defendant shall be entitled to be represented by counsel in any criminal proceeding, except in those petty offenses such as traffic violations where there is no prospect of imprisonment or confinement after a judgment of guilty. The right to be represented shall include the right to consult in private with an attorney, or the attorney's agent, as soon as feasible after a defendant is taken into custody, at reasonable times thereafter, and sufficiently in advance of a proceeding to allow adequate preparation therefor.

b. Right to Appointed Counsel. An indigent defendant shall be entitled to have an attorney appointed to represent him or her in any criminal proceeding which may result in punishment by loss of liberty and in any other criminal proceeding in which the court concludes that the interests of justice so require.

c. Waiver of Rights to Counsel. A defendant may waive his or her rights to counsel under (a) and (b), in writing, after the court has ascertained that he or she knowingly, intelligently and voluntarily desires to forego them. When a defendant waives his or her rights to counsel, the court may appoint an attorney to advise him or her during any stage of the proceedings. Such advisory counsel shall be given notice of all matters of which the defendant is notified.

d. Unreasonable Delay in Retaining Counsel. If a non-indigent defendant, or an indigent defendant who has refused appointed counsel in order to retain private counsel, appears without counsel at any proceeding after having been given a reasonable opportunity to retain counsel, the court may proceed with the matter, with or without securing a written waiver or appointing counsel under section (c) to advise the defendant during the proceeding.

e. Withdrawal of Waiver. A defendant may withdraw a waiver of his or her rights to counsel at any time. The defendant will not be entitled to repeat any proceeding previously held or waived solely on the grounds of the subsequent appointment or retention of counsel.

CREDIT(S)

Amended May 7, 1975, effective Aug. 1, 1975; July 28, 1993, effective Dec. 1, 1993.

COMMENT

Rule 6.1(a). This section entitles the defendant to the aid of counsel during all phases of the criminal process from an arrest or grand jury proceeding and initial appearance through a preliminary hearing and competency hearing, if any, trial or plea, sentencing hearing, sentencing, appeal, post conviction proceeding, and probation revocation.

Rule 6.1(b). This provision is adopted from Gideon v. Wainwright, 83 S.Ct. 792, 372 U.S. 335, 9

L.Ed.2d 799, 93 A.L.R.2d 733 (1963), on remand 153 So.2d 299; Argersinger v. Hamlin, 92 S.Ct. 2006, 407 U.S. 25, 32 L.Ed.2d 530 (1972); ABA, Standards Relating to Providing Defense Services, § 4.1 (Approved Draft, 1968) and Burrage v. Superior Court In and For Mohave County, 105 Ariz. 53, 459 P.2d 313 (1969).

Counsel may be appointed at any point in the proceedings.

Rule 6.1(c). Section (c) provides the standards for waiver of the rights to counsel, applicable throughout these rules. It adopts the constitutional standard set down in Johnson v. Zerbst, 58 S.Ct. 1019, 304 U.S. 458, 82 L.Ed. 1461 (1938); Von Moltke v. Gillies, 68 S.Ct. 316, 332 U.S. 708, 92 L.Ed. 309 (1948); Miranda v. Arizona, 86 S.Ct. 1602, 384 U.S. 436, 16 L.Ed.2d 694, 10 A.L.R.3d 974 (1966), rehearing denied 87 S.Ct. 11, 385 U.S. 890, 17 L.Ed.2d 121; Argersinger v. Hamlin, supra; and State v. Martin, 102 Ariz. 142, 426 P.2d 639 (1967). Generally, a defendant must be advised of the charges against him, of the possible maximum sentence, whether, if convicted, he is likely to be sentenced to a term of imprisonment, and of his rights to be represented by counsel and to have counsel appointed if he is indigent.

The second sentence allows but does not require the court to appoint advisory counsel whenever a defendant seeks to proceed *pro se*. A number of cases have recognized a defendant's absolute right to represent himself, *e.g.*, United States v. Plattner, 330 F.2d 271 (2d Cir.1964); State v. Martin, supra; State v. Betts, 2 Ariz.App. 27, 406 P.2d 229 (1965), but this right is not infringed by appointment of advisory counsel.

Rule 6.1(d). This rule incorporates the standard of the 1956 Ariz.Rules of Criminal Procedure, as amended, Rule 19(b) to protect the court against dilatory tactics of the defendant in retaining counsel. It applies to all stages of the proceedings, not just the preliminary hearing.

Rule 6.1(e). The defendant can decide at any time that he was mistaken to waive counsel; the court should encourage an unrepresented defendant, at all stages, to obtain counsel. The defendant's right to withdraw a waiver of counsel is unlimited; however, he is not allowed to use late appointment or retention of counsel to disrupt orderly and timely processing of his case. Thus, he cannot delay a scheduled proceeding, nor repeat one already held, solely because of a change of heart concerning his ability to represent himself.

HISTORICAL NOTES

Source:

Pen.Code 1901, § 858.

Pen.Code 1913, § 968.

Laws 1927, Ch. 22, § 1.

Rev.Code 1928, § 5001.

Laws 1931, Ch. 71, § 1.

Code 1939, §§ 44-904, 44-905.

Rules Cr.Proc. § 201.

1956 Rules Cr.Proc., Rules 16 to 19, 163.

16A A. R. S. Rules Crim. Proc., Rule 6.1, AZ ST RCRP Rule 6.1

Current with amendments received through 10/1/12

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Ron Grittman, Town Engineer
	Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Road 3 North at the Town Complex

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of Driveable Grass from Soil Retention Products Inc., in the amount of $20,924.80 and approve change orders 1, 2, and 3 to the contract with R. Blume Underground in the amount of $50,786.08 for the Road 3 North stormwater project. These change orders and the purchase of this material, along with the deletion of the shotcrete, will reduce the project total from $270,152.01 to $256,864.49.

RECOMMENDED ACTION:

Approve the purchase of Driveable Grass from Soil Retention Products Inc., in the amount of $20,924.80 and approve change orders 1, 2, and 3 to the contract with R. Blume Underground in the amount of $50,786.06 for the Road 3 North stormwater project.

SITUATION AND ANALYSIS:

On May 14, 2013, the Town Council approved the award of the construction of the Road 3 North stormwater project to R. Blume Underground in an amount not to exceed $270,152.01. Attached is the detailed bid schedule that outlines the price associated with distinct work tasks. Line 28 on page 2 of the bid schedule shows the price of lining the channel with a concrete shotcrete at a total bid price of $84,998.40.

The Driveable Grass product is a series of concrete "muffins" approximately 4"x4" that are tied together into a 2'x2' malleable mat that can be shaped to any contour. The project was developed by a company called Soil Retention. The product is designed to line various soil surfaces, including drainage channels, such that grasses and weeds will grow through the openings yet allow for a vehicle to drive over the top of it. This material is an erosion prevention product. The cost of the driveable grass is $19,917

plus the 5.6% use tax in the amount of $1,007.80 for a total price of $20,924.80.

The cost to install the driveable grass material is summarized in change order number 1 in the amount of $40,920.00. Change order number 2 is for the relocation of a gas line that serves as the main connection to the Town system in the amount of $9,582.03. Change order number 3 is for a waterline service connection relocation in the amount of $284.05. The total of all three change orders is $50,786.08.

The total costs of the purchase of the driveable grass and the three change orders is $71,710.88. By the deletion of the shotcrete and these revisions, the total project saving is $13,387.52 resulting in a new project amount of $256,864.49

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5516
Available: $256,864

Funding Source:
Funds to come from the cost savings from the Road 3 North Drainage Project.

Attachments

Price Quote
Bid Schedule
Brochure
Change Order 1
Change Order 2
Change Order 3

SOIL RETENTION
PRODUCTS INC.

DATE: Tuesday, June 11, 2013

PROJECT #: DG1304022 Revised 6-11-13

TO: Town of Chino Valley
Richard Straub
1982 Voss Drive
Chino Valley, AZ 86323
928-636-7140 rstraub@chinoaz.net

PROJECT: Community Center Park – Chino Valley, AZ

DRIVABLE GRASS® MATERIALS BID

Please find our proposal for the delivery of 8,880 square feet of **DRIVABLE GRASS®** materials for your project at an overall unit cost of $ 2.24/ square foot.

2,220	***Drivable Grass®*** Paving Mat (2 ft. x 2 ft. = 4 sq ft/mat)Buff/Tan	@	$7.20 ea.	$15,984.00
37	Pallets*	@	$9.00 ea.	$333.00
3	Truck loads**	@	$1,200.00 load	$3,600.00
			TOTAL	$19,917.00

- *Each pallet will cover 240 square feet; 60 mats per pallet (each mat is 2 ft. x 2 ft. = 4 sq. ft.) **Pallet quantities only**
- **A full travel load consists of 16-17 pallets of **DRIVABLE GRASS®. You will need to provide a forklift with competent operator for offloading.** Offloading time of 45 minutes is included. If more time is required, the extra time is billed at the rate of $75.00 per hour.
- Color will be Buff/Tan, unless otherwise specified.
- Customer is responsible for local sales tax.
- Terms: Check or credit card at time of order. A 2.5% convenience fee will apply to all credit card orders. If net 30 terms, all accounts not paid within 30 days after receipt of material will carry a FINANCE CHARGE of 2% per month, which is an annual rate of 24%. All costs, charges and expenses, including attorney fees and court costs incurred by Seller in collecting money due on any account, will be added to the account, and the Buyer agrees to pay all such sums.
- This proposal is valid for 30 days. Please place your orders in writing and fax to 760-966-6099.
- Freight is outsourced for quotes and rates could be subject to change at any time.
- Determination of all quantities required for the completion of project is the responsibility of customer.

Thank you for giving us the opportunity to present this proposal. Should you have any questions, please don't hesitate to call us at 760-966-6090. If the above dollar amount and conditions of delivery of the **DRIVABLE GRASS®** material are acceptable please sign the bottom of this document and fax it back to our sales office at 760-966-6099. This signed document will serve as your purchase order for the delivery of the **DRIVABLE GRASS®** material.

Sincerely,

Jan Erik Jansson
President

Sales Contact: Danny Reynaga

Authorized Signature: Richard Straub Date 6/12/13

Richard Straub

4. BIDDER will complete the Work for the following price(s):

Bid Schedule

Road 3 North at Town Hall Flood Control Project

Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization	1	LS	5,000.00	5,000.00
2	Earthwork - Drainage Improvements	3530	CY	12.50	44,125.00
3	Saw Cutting	160	LF	1.50	240.00
4	Remove Existing Chip Seal Surface	250	SY	1.50	375.00
5	Remove Existing 2-24" CMP	40	LF	10.00	400.00
6	Remove Existing 18" CMP	100	LF	10.00	1,000.00
7	Remove Existing Fence	1380	LF	2.18	3,008.40
8	Asphaltic Concrete, Type C 3/4", 3" Thick	360	SY	33.75	12,150.00
9	Aggregate Base Course	60	CY	163.80	9,828.00
10	Thickened Pavement Edge	282	LF	3.75	1,057.50
11	6" Roadway Subgrade Prep	360	SY	5.62	2,023.20
12	ADOT W-Beam Guardrail G4(1W)	287	LF	24.53	7,040.11
13	ET-Plus Guardrail End Section	4	EA	2,254.00	9,016.00
14	24" RGRCP	134	LF	46.19	6,189.46
15	Headwall, MAG 501-1	2	EA	2,250.00	4,500.00
16	54" Headwall Handrail	141	LF	40.00	5,640.00
17	Install Existing Precast 8' x 4' Box Culvert - Road 3 North	50	LF	136.20	6,810.00
18	Install Existing Precast 8' x 4' Box Culvert - Gilson Street	40	LF	136.20	5,448.00
19	5' Inlet Wings, Concrete	13.7	CY	400.00	5,480.00
20	5' Inlet Wings, Steel	909	LB	.83	754.47
21	5' Outlet Wings, Concrete	18.3	CY	400.00	7,320.00
22	5' Outlet Wings, Steel	641	LBS	.86	551.26
23	Box Culvert Headwall, Concrete	1.3	CY	576.93	750.01

24	Box Culvert Headwall, Steel	75	LBS	.50	37.50
25	Aggregate Base Course Under Box Culverts	65	CY	81.90	5,323.50
26	Erosion Mattress, North American Green CL350	924	SY	7.55	6,976.20
27	Dumped Rip-Rap (D50=9")	17	CY	85.30	1,450.10
28	Shotcrete Channel Lining	2330	SY	36.48	84,998.40
29	Seeding (Hydraulic, Prescott Seed Mix)	1	AC	500.00	500.00
30	Existing 1" Water Service Line & 1" Valve Relocation	1	LS	1,800.00	1,800.00
31	New Fence (Match Existing Residential)	1842	LF	11.95	22,011.90
32	New Fence 4' Man Gate	1	EA	770.00	770.00
33	New Fence 16' Vehicle Gate	1	EA	2,178.00	2,178.00
35	Storm Water Pollution Plan	1	LS	200.00	200.00
36	Traffic Control	1	LS	200.00	200.00
37	Client Directed Work	1	LS	5,000	5,000

Total Bid: 270,152.01

Note: This project is bid as a lum sum project. The above bid schedule is for the purpose of establishing unit prices for any possible additional work.

DRIVABLE GRASS®

A revolutionary, permeable, flexible and **plantable** concrete pavement system.

Drivable Grass® comes in 2' x 2' x 1.5" flexible mats that weigh about 45lbs each, allowing for easy homeowner installation. The plantable area is 61%.

Drivable Grass® mats consist of concrete "muffins" that are connected by a grid system. The mats can flex and conform to minor ground movements and imperfections. **Drivable Grass®** eliminates sharp edges common in other products, and won't crack and break like large rigid concrete blocks.

Installation is similar to conventional pavers except laying **Drivable Grass®** is much easier due to the size of the mat. This thin profile, permeable, and flexible concrete paving mat promotes superior root penetration and moisture containment beneath the product resulting in healthy turf.

Your Part in Helping the Environment.

At Soil Retention we believe it's up to all of us to help keep our neighborhoods healthy and clean. The permeable properties of Drivable Grass® enable precipitation to infiltrate into the underlying soil, thus increasing on-site storm water storage and minimizing storm water runoff that goes into the ocean, rivers and lakes… helping solve one of the biggest environmental problems facing our country today.

Alternative In-Fills

SAND | GRAVEL | DIRT

SOD | GROUND COVER | ARTIFICIAL GRASS

Tested and Proven!

When the Oceanside Fire Department needed to find an environ-mentally friendly solution to their wash down area runoff problem, they called Soil Retention. Tested in real world conditions many times harsher than common residential applications, Drivable Grass® stood up to the heavy traffic of fire equipment on a daily basis and helped eliminate the problem of runoff entering the San Luis Rey River Watershed.

"Soil Retention's Drivable Grass® product was just the solution we were looking for. Providing the strength and durability we require while at the same time solving our runoff water issue." **– Oceanside Fire Chief**

Do-it-yourself instructions inside

R. Blume Underground, Inc.
2895 N Hwy 89
Chino Valley, AZ 86323
(928) 227-8032
(928) 636-1767 Fax

Change Order #	1

Customer	Town of Chino Valley
Contact	Richard Straub
Address	1982 Voss Drive
City, State Zip	Chino Valley, AZ 86323
Date	6/12/2013
Email	rstraub@chinoaz.net
Project	Road 3 North Flood Control Project

CHANGE ORDER REQUEST

SCOPE & DESCRIPTION:

Delete line item 28 (Shotcrete Channel Lining) from original contract in the amount ($84,998.40) see attached email and replace with Driveable Grass supplied by the Town of Chino Valley. R Blume Underground has agreed to accept the grade that has been completed for the shotcrete stating no changes need to be made to the elevations we have already achieved. We will need to add one additional set of soil retention on each side of the ditch. This means we will now be 5 foot high on the slope from the bottom. This will provide additional stablization see attached email . We have since continued our excavation with sub grade elevations to accommodate the concrete mats. R Blume Underground to supply labor only to install the concrete mats per the Town of Chino Valley guidelines at a cost of $42,352.20 (see attached breakdown)

EXCLUSIONS:
R. Blume Underground will not be responsible for any defects or problems that may arise with this product, therefore the two year warranty per the contract does not apply for the concrete mats.
R. Blume Underground to install per Town of Chino Valleys instructions deviating from the manufacturers instructions to install (no sand under mats) see attached.

R BLUME UNDERGROUND, INC. TO PROVIDE:
Provide all support equipment and labor to install the above mentioned

CUSTOMER TO PROVIDE:
Obtain any and all necessary permits, licenses and permission from all authorities and private landowners
Supply the concrete mats

CONDITIONS:
All work to be performed in a workmanlike and professional manner
All conditions of this proposal become part of the contract

Proposal acceptance:

By: Date:	By: Date:
Richard Straub	Randy Blume
Town of Chino Valley	R Blume Underground, Inc.
1982 Voss Drive	(928) 227-8032
Chino Valley, AZ 86323	rblumeunderground@gmail.com

Change Order #1 - Drivable Grass

Description	Units	Cost	Total
Supervision	1	$6,000.00	$6,000.00
Labor	1	$21,000.00	$21,000.00
Equipment	80	$10,200.00	$10,200.00
		Total	$37,200.00
		O/P	$3,720.00
		~~Bond~~	~~$1,432.20~~
		Grand Total	$42,352.20
			$40,920.00

R. Blume Underground, Inc.
2895 N Hwy 89
Chino Valley, AZ 86323
(928) 227-8032
(928) 636-1767 Fax

Change Order #	2

Customer	Town of Chino Valley
Contact	Richard Straub
Address	1982 Voss Drive
City, State Zip	Chino Valley, AZ 86323
Date	6/12/2013
Email	rstraub@chinoaz.net
Project	Road 3 North Flood Control Project

CHANGE ORDER REQUEST

SCOPE & DESCRIPTION:
Gas service line was found to be in conflict with the running line of the 24" culverts on Voss Drive. This line comes from the master meter running due west then turning and heading south under Voss Dr 125 feet of this east west line will need to be relocated line will need to be relocated approximately 25 feet to the south and be re-tied in with the north south line. This will abandon 145 feet of this line clearing the way for the new 24" culverts.

Description	Units	Cost	Total
Supervision	10	$500.00	$500.00
Labor	30	$900.00	$900.00
Material	1	$600.00	$600.00
Equipment	1	$500.00	$500.00
Misc.	1	$300.00	$300.00
Sub: Hot AZ Hell	1	$4,915.00	$4,915.00
		Total	$7,715.00
		O/P	$1,543.00
		Bond	$324.03
		Grand Total	$9,582.03

EXCLUSIONS:
No warranty on system or materials downstream from connections.

R BLUME UNDERGROUND, INC. TO PROVIDE:
Provide all support equipment and labor to install the above mentioned

CUSTOMER TO PROVIDE:
Obtain any and all necessary permits, licenses and permission from all authorities and private landowners
Supply the concrete mats

CONDITIONS:
All work to be performed in a workmanlike and professional manner
All conditions of this proposal become part of the contract

Proposal acceptance:

By: Date:	By: Date:
Richard Straub	Randy Blume
Town of Chino Valley	R Blume Underground, Inc.
1982 Voss Drive	(928) 227-8032
Chino Valley, AZ 86323	rblumeunderground@gmail.com

R. Blume Underground, Inc.
2895 N Hwy 89
Chino Valley, AZ 86323
(928) 227-8032
(928) 636-1767 Fax

Change Order #	3

Customer	Town of Chino Valley
Contact	Richard Straub
Address	1982 Voss Drive
City, State Zip	Chino Valley, AZ 86323
Date	6/12/2013
Email	rstraub@chinoaz.net
Project	Road 3 North Flood Control Project

CHANGE ORDER REQUEST

SCOPE & DESCRIPTION:
Found additional waterline at Kidd's meter setter. Moved this additional waterline with valve and box and reinstalled alongside new setter. Re-plumb to irrigation systems.

Description	Units	Cost	Total
Supervision	1	$50.00	$50.00
Labor	4	$120.00	$120.00
Material	1	$10.00	$10.00
Equipment	1	$50.00	$50.00
Misc.			
		Total	$230.00
		O/P	$46.00
		Bond	$8.05
		Grand Total	$284.05

EXCLUSIONS:
No warranty on system or materials downstream from connections.

R BLUME UNDERGROUND, INC. TO PROVIDE:
Provide all support equipment and labor to install the above mentioned

CUSTOMER TO PROVIDE:
Obtain any and all necessary permits, licenses and permission from all authorities and private landowners
Supply the concrete mats

CONDITIONS:
All work to be performed in a workmanlike and professional manner
All conditions of this proposal become part of the contract

Proposal acceptance:

By: Date:	By: Date:
Richard Straub	Randy Blume
Town of Chino Valley	R Blume Underground, Inc.
1982 Voss Drive	(928) 227-8032
Chino Valley, AZ 86323	rblumeunderground@gmail.com

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Mary Brasher, Administrative Clerk
	Phone: 928-636-2646 x-1216
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	St. Catherine Laboure Catholic Church, 2062 N. State Route 89, Chino Valley AZ 86334

AGENDA ITEM TITLE:

CUP 13-001: Consideration and possible action to adopt Ordinance No. 13-770 approving the issuance of a Conditional Use Permit to allow a Light Emitting Diode (LED) Message Reader Board for Assessor's Parcel Number 306-14-007E, located at 2062 N. State Route 89 in Chino Valley. Property Owner: St. Catherine Laboure Catholic Church. Applicant: St. Catherine Laboure Catholic Church and Signs Plus.

RECOMMENDED ACTION:

Adopt Ordinance No. 13-770 approving the issuance of a Conditional Use Permit (CUP) to allow a Light Emitting Diode (LED) Message Reader Board for Assessor's Parcel 306-14-007E.

SITUATION AND ANALYSIS:

The St. Catherine Laboure Catholic Church located at 2062 N. SR 89, Chino Valley, Arizona 86323 (approximately 240 feet north of the northwest corner of the intersection of N. SR 89 and W. Road 3 North) is proposing to replace its existing freestanding monument sign with a new 32 square-foot sign which features a 16 square-foot Light Emitting Diode (LED) Message Reader Board. Signs such as the LED Message Reader Boards are prohibited by the Town's Unified Development Ordinance (UDO) except as sanctioned by a Conditional Use Permit.

FREESTANDING MONUMENT SIGN with READER BOARD: The proposed sign will be constructed in the same location as the existing monument sign. The proposed sign will be limited to an overall height of 8 feet and shall be 2 feet in depth. The sign cabinet shall be double-faced with 32 sq. ft. of sign area and mounted on a 3-foot tall base constructed of CMU with stacked-stone veneer.

The top half of the painted aluminum sign cabinet will feature the name of the church in routed-out lettering over white acrylic sheet which shall be internally illuminated with fluorescent lighting. The lower half of the sign cabinet (approximately 16 square-feet) will be a reader board. Each side of the reader board is capable of displaying three lines of 5.5-inch tall copy.

Flat-cut 8-inch aluminum address numbers “2062” will be installed on the 2-foot wide side of the sign cabinet that will face State Route 89.

The UDO allows 32 sq. ft. of sign area.

No other sign changes or additions are proposed for the premises.

Fiscal Impact

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

Attachments

Ordinance 13-770
Zoning/Location
Future Land Use Map
P&Z Packet
Minutes from P&Z

ORDINANCE NO. 13-770

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR ASSESSOR'S PARCEL NUMBER 306-14-007E TO ALLOW A FREE STANDING MONUMENT SIGN WHICH INCLUDES A LIGHT EMITTING DIODE (LED) MESSAGE READER BOARD, SUBJECT TO CONDITIONS

WHEREAS, St. Catherine Laboure Catholic Church and Signs Plus have filed an application with the Town of Chino Valley requesting a Conditional Use Permit for Assessor's Parcel Number 306-14-007E to allow a free standing monument sign which includes a light emitting diode (LED) message reader board for the St. Catherine Laboure Catholic Church; and

WHEREAS, the Town Council has solicited and received public input regarding the proposed conditional use permit through notice and public hearings as required by law; and

WHEREAS, the Town Council has received a recommendation from the Town of Chino Valley Planning and Zoning Commission regarding the proposed conditional use permit("Commission") conducted a Public Hearing on June 4, 2013, during which testimony was presented by Town staff, the property owner's agent and others; and

WHEREAS, the Town Council finds that authorizing the use permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, the neighborhood, or to the public welfare and the proposed use is reasonably compatible with uses permitted in the surrounding area;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1. That a Conditional Use Permit is hereby issued for that certain real property located at 2062 N. State Route 89, Chino Valley, Arizona 86323, also known as Yavapai County Assessor's Parcel Number 306-14-007E, to allow a free standing monument sign which includes a light emitting diode (LED) message reader board subject to the following conditions:

1. Prior to issuance of a Final Inspection, the luminous intensity of the LED reader board (NIT level) shall be reviewed by staff for day time and night time use.

2. The LED reader board will consist of a fixed digit display that does not scroll or flash but will remain constant for a period of not less than thirty (30) seconds.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the UDO herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of June, 2013.

Chris Marley, Mayor

ATTEST:

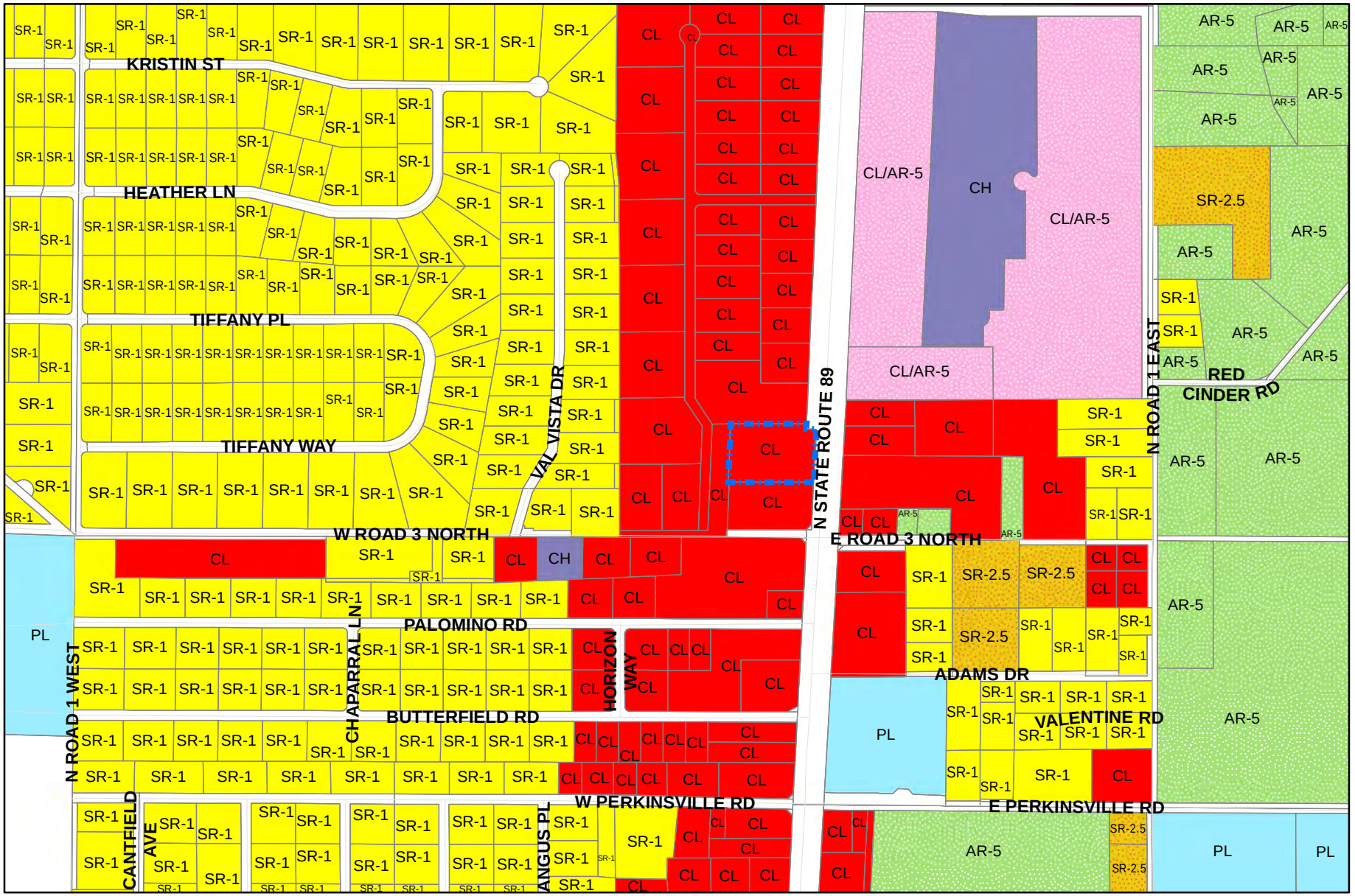
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

ST CATHERINE LABOUR APN 306-14-007E

CUP 13-001



Town of Chino Valley
1020 West Palomino Road
Chino Valley, AZ 86323
(928) 636-2646 FAX (928) 636-2144

Legend
Town Boundary 082308
306-14-007E
StreetNames
Chino_Parcels040813

Zoning
AR-5, CL, CL/AR-5, CL/SR-1, CH, CH/AR-5, I, PL, SR-2.5, SR-1, SR-2, SR-0.16, MR-1/MHP-4, State, AR-4, AR-36, SR-1.6, OS, MR1/CL, MR1, MHP-4, I/CH

1 inch = 700 feet

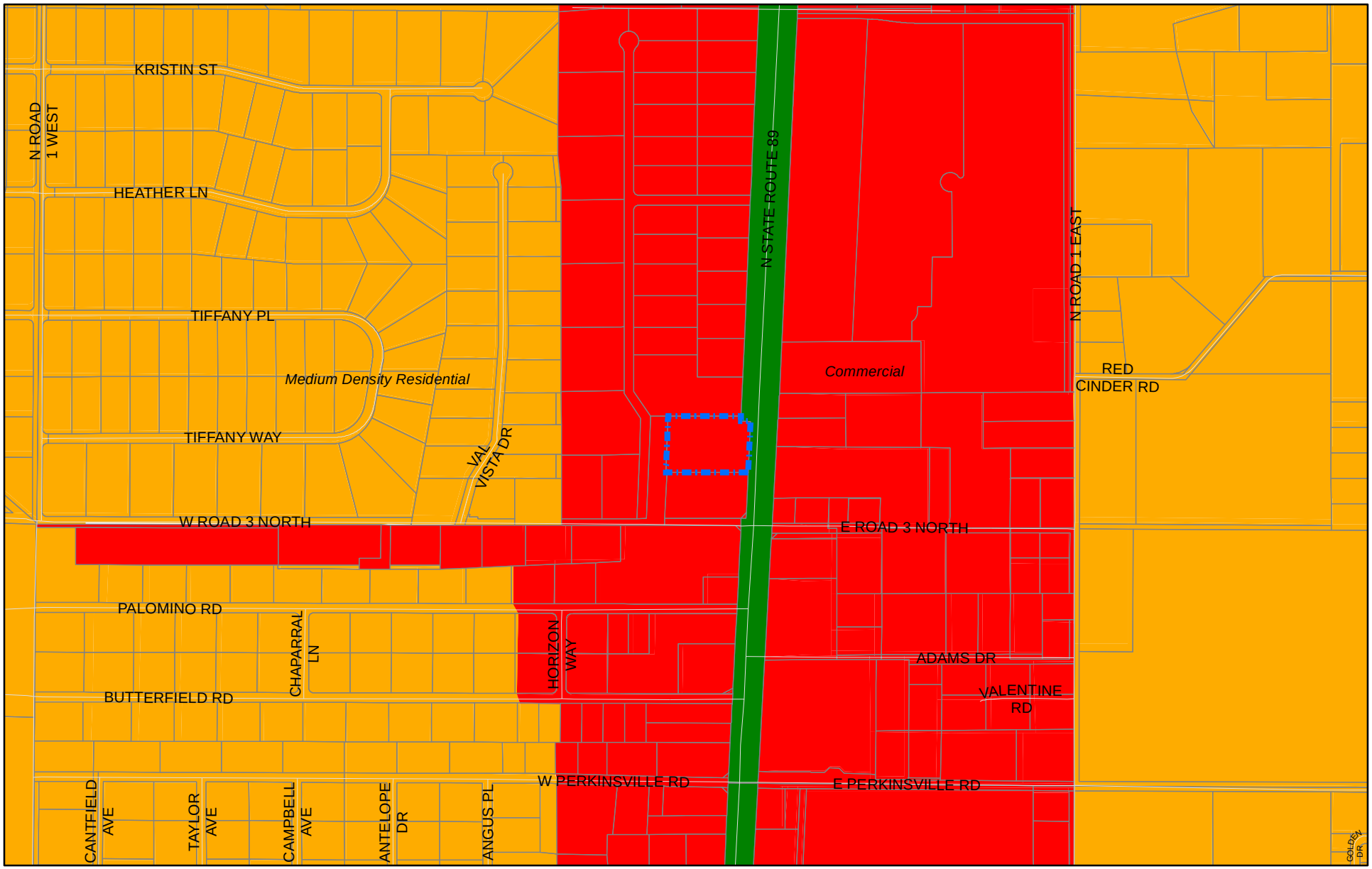
N

The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

ST. CATHERINE LABOUR APN 306-14-007E

GENERAL PLAN - AMENDED FUTURE LAND USE MAP

CUP 13-001



Legend

Chino_Parcels040813
206-14-007E
StreetNames

Schools
Existing Schools
Future Schools

Flood Plain
Highway 89
Industrial Overlay
Industrial Overlay - Amended Area
Commercial Zoning - Amended Area

Old Home Manor
Peavine Trail

Zoning_GeneralPlan
Commercial
Low Density Residential Greater than 2 Acres
Medium Density Residential 2 acres or Less

Public Land
Special Development Areas
State Land

1 inch = 700 feet

N

Town of Chino Valley
1020 West Palomino Road
Chino Valley, AZ 86323
(928) 636-2646 FAX (928) 636-2144

The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

ITEM 6A

DEVELOPMENT SERVICES DEPARTMENT
1982 Voss Drive #203
Chino Valley, Arizona 86323

TOWN HALL (928) 636-2646
DEVELOPMENT SERVICES (928) 636-4427
FAX (928) 636-2144

PLANNING COMMISSION,
STAFF REPORT

TOWN OF CHINO VALLEY, ARIZONA
June 4, 2013

LEGAL AD

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Planning and Zoning Commission of the Town of Chino Valley, Arizona, in the Council Chambers at Town Hall, 202 N. State Route 89, Chino Valley, Arizona 86323 at 6:00 p.m. on Tuesday, June 4, 2013. This hearing will be conducted for consideration, discussion and possible recommendation to the Town Council regarding the issuance of a Conditional Use Permit to allow a Light Emitting Diode (LED) Message Reader Board. The proposed location of the Message Reader Board is 2062 State Route 89, Chino Valley, Arizona 86323, also described as Assessor's Parcel Number 306-14-007E. Property owner: St. Catherine Laboure. Applicant: St. Catherine Laboure and Signs Plus.

A. LOCATION: Please see Exhibit"A" Location Maps

B. FACTS:

1. Owner: .....St. Catherine Laboure Catholic Church
2. Applicant: .....Signs Plus
3. Sign Company:.....Signs Plus
4. Architect:.....Not Specified
5. Freestanding Monument Sign Area:.....32 square feet
6. Attached Sign Area:.....32 square feet including a 16 square-foot reader board
7. Existing Zoning:.....Commercial Light
8. Adjacent Zoning and Use:
   North..... "CL" undeveloped
   South..... "CL" with existing residence
   East..... "CL" undeveloped parcel & barber/beauty shop
   West..... "CL" undeveloped

DEVELOPMENT SERVICES DEPARTMENT
1982 Voss Drive #203
Chino Valley, Arizona 86323

TOWN HALL (928) 636-2646
DEVELOPMENT SERVICES (928) 636-4427
FAX (928) 636-2144

C. The Citizen Participation protocol as indicated in the Town Code resulted in eight letters to surrounding landowners announcing that the proposal would be presented at a neighborhood meeting on May 15, 2013, were sent via certified mail. To date, no responses to those letters have been received by the Town. The neighborhood meeting was held at St. Catherine Laboure Catholic Church at 4:00 p.m. to 5:00 p.m. on May 15, 2013. The meeting was attended by Signs Plus representative Bill Mayo, Town staff planner, Dennis Price, Father Fred LaClaire, and Church staff member, Barbara Braendle. No land owners or other members of the community attended.

D. ANALYSIS: The St. Catherine Laboure Catholic Church located at 2062 N. SR 89, Chino Valley, Arizona 86323 (approximately 240 feet north of the northwest corner of the intersection of N. SR 89 and W. Road 3 North) is proposing to replace its existing freestanding monument sign with a new 32 square-foot sign which features a 16 square-foot Light Emitting Diode (LED) Message Reader Board. Signs such as the LED Message Reader Boards are prohibited by the Town's Unified Development Ordinance (UDO) except as sanctioned by a Conditional Use Permit.

UDO Section 4.21.11

> ***PROHIBITED SIGNS:***
> *Signs that are animated or audible, or rotate or have intermittent or flashing illumination or emit audible sound or visible matter; except time and/or temperature units or to drive-up menu Boards, except as otherwise approved through the Conditional Use Permit (CUP) processes, in a comprehensive sign plan (Section 4.21.11.F).*

Signs Plus, has, on behalf of the St. Catherine Laboure Catholic Church, submitted a CUP application including a comprehensive sign plan describing, in detail, all of the proposed signage (One freestanding monument sign with an LED Reader Board).

Light Emitting Diode (LED) Message Reader Board:

Special effects include a variety of scrolling, wiping, twinkling, flashing, images and animations. Staffs' concerns with the LED Message Reader Board are the following:

1. Brightness, luminous intensity
2. Scrolling
3. Flashing
4. Time between message changes

DEVELOPMENT SERVICES DEPARTMENT
1982 Voss Drive #203
Chino Valley, Arizona 86323

TOWN HALL (928) 636-2646
DEVELOPMENT SERVICES (928) 636-4427
FAX (928) 636-2144

Animated/flashing/scrolling signs are regulated by municipalities as they may constitute a distraction to drivers and therefore a public safety issue. By regulating certain facets of the sign such as brightness and the time period of the display the level of distraction can be mitigated.

Staff would suggest that the Conditional Use Permit be conditioned to require the brightness to be adjusted to the same luminosity as that associated with a lexan can sign and that the message change no more often than once every 30 seconds.

SIGN AREA SUMMARY (Exhibit "C")
FREESTANDING MONUMENT SIGN with READER BOARD: The proposed sign will be constructed in the same location as the existing monument sign. The proposed sign will be limited to an overall height of 8 feet and shall be 2 feet in depth. The sign cabinet shall be double-faced with 32 sq. ft. of sign area and mounted on a 3-foot tall base constructed of CMU with stacked-stone veneer.

The top half of the painted aluminum sign cabinet will feature the name of the church in routed-out lettering over white acrylic sheet which shall be internally illuminated with fluorescent lighting. The lower half of the sign cabinet (approximately 16 square-feet) will be a reader board. Each side of the reader board is capable of displaying three lines of 5.5-inch tall copy.

Flat-cut 8-inch aluminum address numbers "2062" will be installed on the 2-foot wide side of the sign cabinet that will face State Route 89.

The UDO allows 32 sq. ft. of sign area.

No other sign changes or additions are proposed for the premises.

E. RECOMMENDATION:

Staff recommends approval of the issuance of Conditional Use Permit following the Findings and Stipulations.

FINDINGS:

1. That the Citizens Participation protocols and Notice as prescribed by the Unified Development Ordinance (UDO) have been complied with; and
2. That as conditioned, the authorization of a Conditional Use Permit (CUP) to allow the St. Catherine Laboure Catholic Church located at 2062 N. State Route 89, Chino Valley, AZ (approximately 240 feet north the northwest corner of the intersection of SR 89 and W. Road 3 North) to construct a new freestanding monument sign on the State Route 89 frontage that utilizes a Light Emitting

DEVELOPMENT SERVICES DEPARTMENT
1982 Voss Drive #203
Chino Valley, Arizona 86323

TOWN HALL (928) 636-2646
DEVELOPMENT SERVICES (928) 636-4427
FAX (928) 636-2144

Diode (LED) Message Reader Board will not, as conditioned, be materially detrimental to persons residing or working in the vicinity of the property or the motoring public; and,

3. That the proposed CUP to allow a LED Message Reader Board is reasonably compatible with uses and other signs that have been permitted in the surrounding area.

STIPULATIONS:

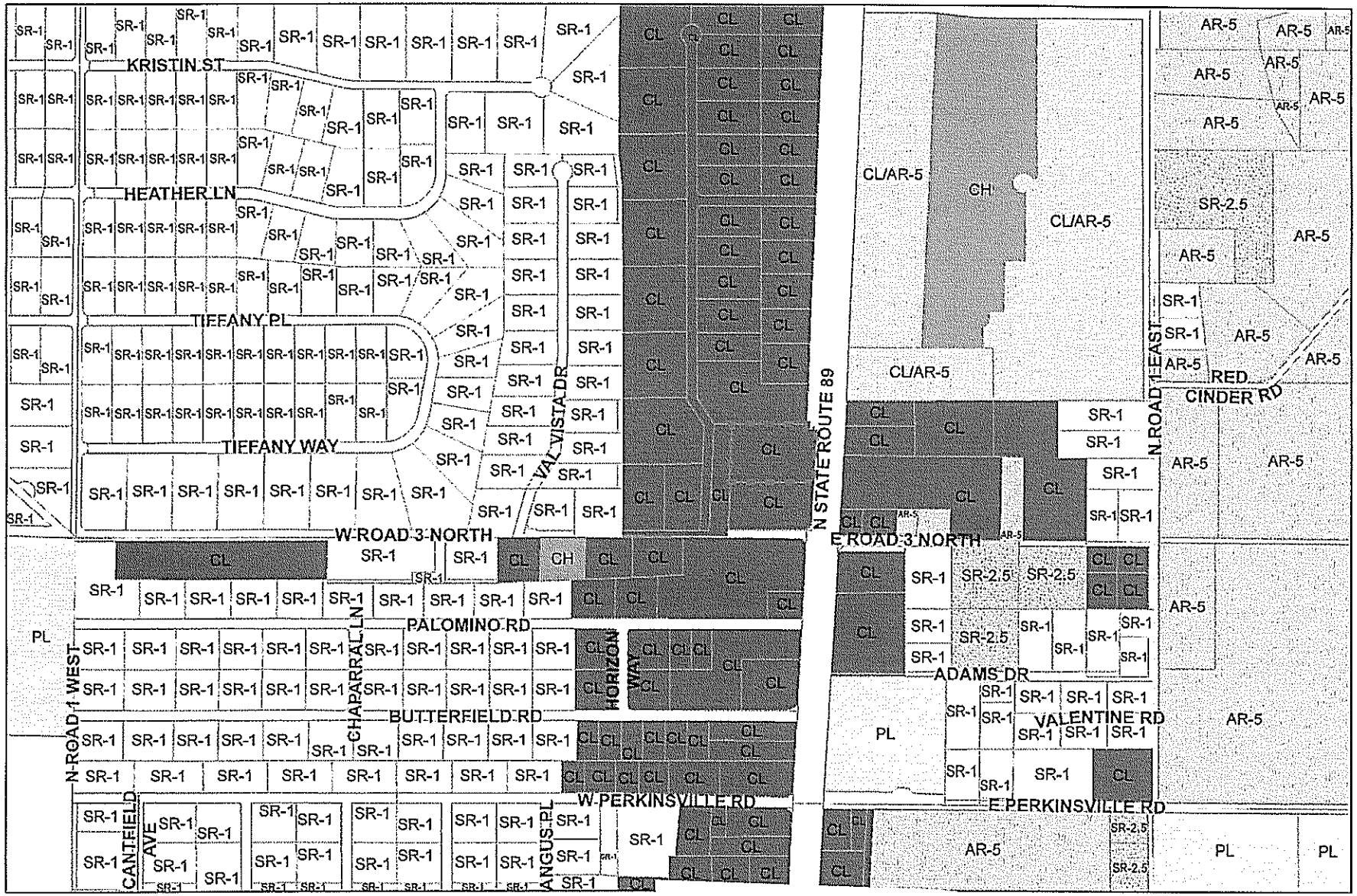
1. That the luminous intensity of the LED Reader Board shall not exceed that associated with an interior lit lexan faced can sign. Details to be approved by staff prior to issuance of a building permit.
2. That the LED Reader Board will consist of a fixed digit display with a fixed digit display that does not scroll or flash but will remain constant for a period of not less than thirty (30) seconds.

ATTACHMENTS:

Conditional Use Permit Application
Exhibit "A" Location and Zoning Map
Exhibit "B" Future Land Use Map
Exhibit "C" General Project Data & Site Plan and Proposed Monument Sign with LED Reader Board

ST CATHERINE LABOUR APN 306-14-007E

CUP 13-001



Town of Chino Valley

Legend

1 inch = 700 feet

N

EXHIBIT "A"

The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

ST. CATHERINE LABOUR APN 306-14-007E

GENERAL PLAN - AMENDED
FUTURE LAND USE MAP

CUP 13-001

Town of Chino Valley

EXHIBIT "B"

The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

RECEIVED
2013
CUP 13-001

CONDITIONAL USE PERMIT APPLICATION

1.	PROPERTY OWNER NAME MAILING ADDRESS TELEPHONE NUMBER FAX NUMBER	ST. CATHARINE LABOURE CATHOLIC CHURCH P.O. BOX 152 CHINO VALLEY 928-636-4071
2.	APPLICANT NAME MAILING ADDRESS TELEPHONE NUMBER FAX NUMBER	SIGNS PLUS 9200 VALLEY RD PRESCOTT VALLEY FAX 928-772-7327
3.	REQUEST SPECIAL USE PERMIT TO ALLOW: PHONE 928-772-4070 IN THE _____ ZONING DISTRICT	
4.	SITE LOCATION	2062 N. HWY 89
5.	ASSESSORS PARCEL NUMBER(S)	306-14-007E
6.	SITE DIMENSIONS	
7.	SITE AREA (GROSS)	2.82 ACRES
8.	PARKING REQUIRED	
9.	PARKING PROVIDED	YES
10.	SITE ZONING	
11.	SITE USE (EXPLAIN) ST CATHERINE LABOURE CATHOLIC CHURCH	

12.	**ADJACENT ZONING** NORTH: CL SOUTH: CL EAST: CL WEST: SR1	**ADJACENT LAND USE** NORTH: Vacant SOUTH: Residence EAST: Vacant WEST: Vacant

13.	WHY IS THE PROPOSED USE APPROPRIATE IN THE INTENDED LOCATION? CHURCH SERVICES FOR ST CATHERINE LABOURE CHURCH
14.	WHAT DESIGN OR SITE FEATURES ARE PROPOSED TO INSURE THAT THE INTENDED USE WILL NOT HAVE AN ADVERSE EFFECT ON THE HEALTH, SAFETY, AND WELFARE OF THE ADJACENT PROPERTIES AND SURROUNDING NEIGHBORHOOD? SIZE IS THE SAME AS EXISTING, AND DOES NOT EFFECT ADJACENT PROPERTIES 6'4" X 5' PLUS BASE

15.	FULLY DESCRIBE THE NATURE AND SCALE OF THE PROPOSED USE:
	PURPOSED LED MESSAGE CENTER, TO HELP IN THE UP COMMING EVENTS

OWNER'S SIGNATURE: [signature] DATE 4-10-13

APPLICANT'S SIGNATURE: SIGNS PLUS DATE 4/10/2013

EXHIBIT B

LEGAL DESCRIPTION

SW¼ SE¼ SOUTH WEST PARCEL CORNER APPROXIMATELY 274' NORTH AND 526' EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION CONTAINING 2.82 ACRES

ST. CATHERINE LABOURE CATHOLIC CHURCH - 2062 N. Hwy 89, Chino Valley, AZ

MONUMENT SIGN -

Double-faced aluminum cabinet, 24" depth. Light tex-coat and painted with Matthews Acrylic Polyurethane.

Routed faces backed up with white acrylic. Interior fluorescent lighting.

(2) Optec amber LED displays (1 each side) capable of 3 lines of 5.5" text.

Angle iron and plywood base with aluminum cap and faux stone work.

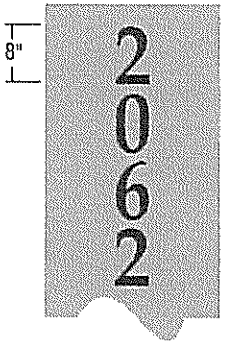
Flat-cut 8" aluminum address numbers, "2062" to be installed on side of cabinet facing highway.

Sign Area: 32 sq.ft.

Scale: 1/2" = 1'

PROPOSED

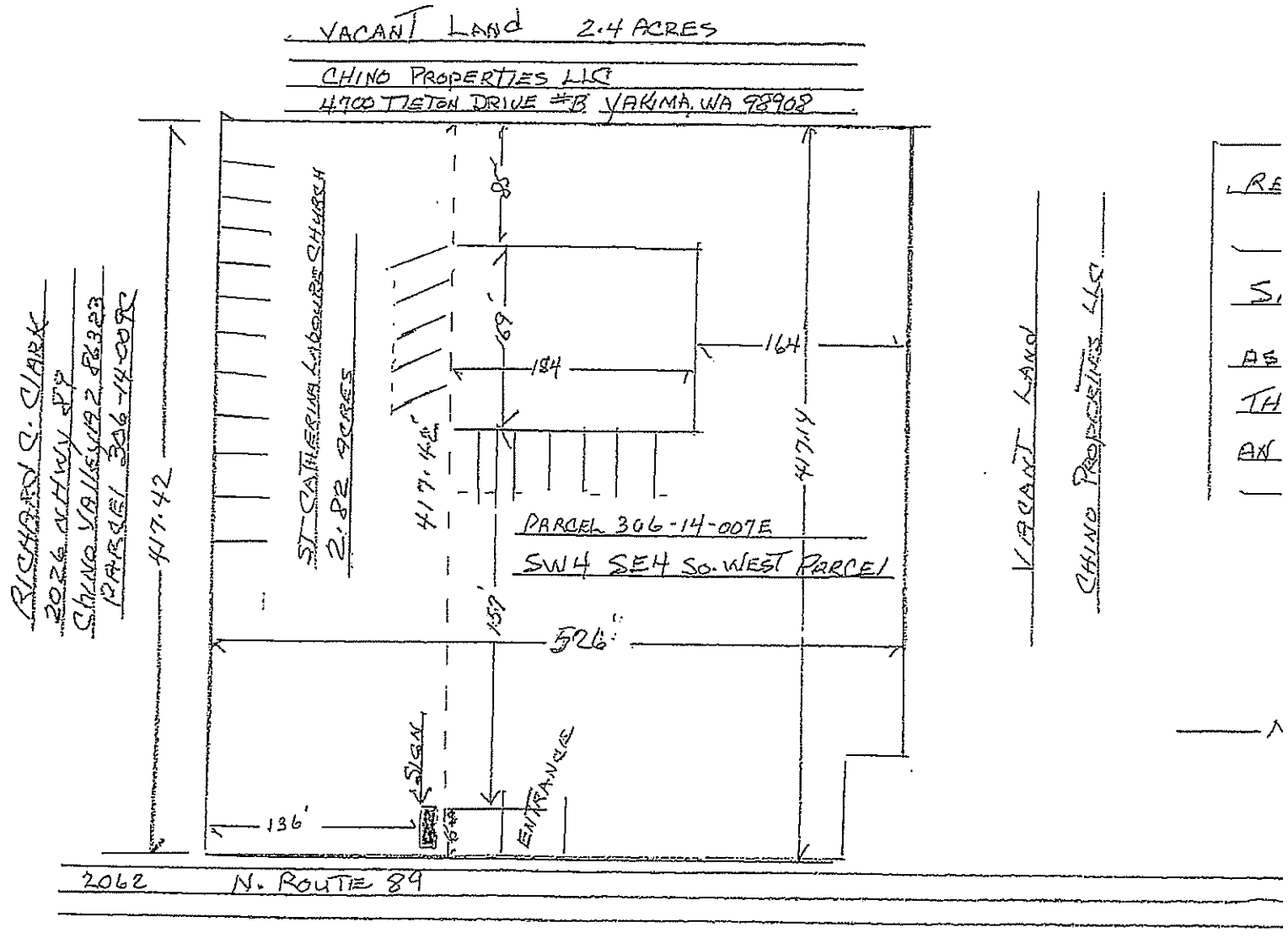
EXISTING



SIGNS PLUS
9200 Valley Road
Prescott Valley, AZ 86314
800-257-5095

CUSTOMER: St. Catherine Labouré Catholic Church
LOCATION: Chino Valley, AZ
DATE: 12/6/12
SALES REP: Bill Mayo

EXHIBIT "C"


VACANT LAND 2.4 ACRES
CHINO PROPERTIES LLC
4700 TIETON DRIVE #B YAKIMA, WA 98908
RICHARD S. CLARK
2026 ACHEY RD
CHINO VALLEY AZ 86323
PARCEL 306-14-009E
417.42
ST CATHERINA LABOURE CHURCH
2.82 ACRES
85'
169'
184'
164'
417.14'
417.14'
PARCEL 306-14-007E
SW4 SE4 SO. WEST PARCEL
157'
526'
VACANT LAND
CHINO PROPERTIES LLC
SIGN
136'
ENTRANCE
2062 N. ROUTE 89

TOWN OF CHINO VALLEY
PLANNING AND ZONING COMMISSION
Regular Meeting Minutes
Chino Valley South Campus
202 N. State Route 89
June 4, 2013
6:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

Meeting was called to order at 6:00 p.m.

Members Present:	Garland Miner, Vice Chairperson Charles Merritt, Commissioner Robert McCaullay, Commissioner Michael Edmonds, Commissioner Jack Owen, Commissioner
Staff Absent:	Florence Sloan, Commissioner Gwen Rowitsch, Chairperson
Staff Present:	Dennis Price, Associate Planner Mary Brasher, Administrative Technician

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

4A. For consideration, discussion, and possible action regarding the regular meeting minutes of February 19, 2013.

Commissioner Merritt MOVED, seconded by Commissioner Owen to approve the regular meeting minutes of February 19, 2013.
MOTION CARRIED: 4-0

For consideration, discussion, and possible action regarding the regular meeting minutes of May 21, 2013.

Chairperson Miner forwarded the minutes to the next regular meeting due to lack of quorum of those present at the May 21, 2013 meeting.

DRAFT

5. **STAFF REPORT:** Dennis Price, Associate Planner mentioned that the article that was emailed to the Commissioners regarding Land Use Regulations as it pertains to Proposition 207 could be obtained in hard copy from the Development Services Department upon their request.

6. **PUBLIC HEARING:** Acting Chairperson Miner opened the public hearing.

6A: For consideration, discussion and possible recommendation to the Town Council regarding a requested issuance of a Conditional Use Permit (CUP) to allow a Light Emitting Diode (LED) Message Reader Board. The proposed Message Reader Board is located 2062 N. State Route 89. Chino Valley, Arizona and further described as APN: 306-14-007E. Applicant/Owner; Signs Plus/St. Catherine Laboure

Dennis Price, Associate Planner briefly described that the applicant wishes to replace the current monument sign with a double sided LED Message Reader Board that will display three lines of amber letters. The applicant complied with the public notification process, including a neighborhood meeting in which no citizens from the community attended. The requested LED Message Reader Board sign complies with the Town's Unified Development Ordinance (UDO) and is compatible with other signs that have been permitted in the area.

Commissioner Edmonds asked about the intensity of the display and if it would be downward facing.

Bill Mayo, representative for Signs Plus stated this sign would be the same as the one at the Baptist church at the south end of Town. This sign would not be any brighter than other signs in the Town. He commented that this sign would not be as bright as the one located at Walgreens, and that they are aware the message would need to be displayed for thirty seconds.

Commissioner Edmonds asked if the sign would be lit twenty four hours per day.

Mr. Mayo stated he did not know that would be up to the church, but didn't think it would.

Commissioner Edmonds commented he was concerned with light pollution.

Mr. Mayo stated the lighting on this sign would not be aggressive.

Commissioner McCaullay asked if it would be a fixed or trailing message.

Mr. Mayo indicated it would be a standard fixed message.

Commissioner Merritt asked if the sign would be as bright and/or active as the one at the High School.

DRAFT

Mr. Mayo stated the brightness would be less than what is at the High School and more in line with the sign located at the Baptist Church.

Acting Chairperson Miner opened the public portion of the meeting.

With no comments heard Acting Chairperson Miner closed the public portion of the meeting.

Commissioner Merritt MOVED, seconded by Commissioner Owen to recommend to the Town Council approval of the requested CUP to allow a Light Emitting Diode (LED) Message Reader Board with the findings and stipulations as noted in the staff report. MOTION CARRIED: 4-0

7. **PUBLIC COMMENTS**: Acting Chairperson Miner opened for public comments. No comments heard.

8. **ADJOURN:** 6:15 p.m.

_____
Acting Chairperson Miner Date: June 4, 2013

DRAFT

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action-Presentation
Estimated length of staff presentation:	15 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

PUBLIC HEARING and consideration and possible action to approve Resolution No. 13-1015 adopting a Final Budget for fiscal year 2013-2014, and proposed expenditure limitation for the same year, in the amount of $16,769,266, which includes the statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts.

RECOMMENDED ACTION:

(1) Hold public hearing; and (2) Approve Resolution No. 13-1015 adopting a Final Budget and proposed expenditure limitation for fiscal year 2013-2014 in the amount of $16,769,266.

SITUATION AND ANALYSIS:

On May 28, 2013 the Mayor and Council adopted Resolution No. 13-1010, adopting the Tentative Budget for the Fiscal Year 2013/2014, and setting the Expenditure Limitation at $16,769,266.

The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Chino Valley Review.

After the public hearing, staff recommends approving Resolution No. 13-1015 and adopting the Final Budget for Fiscal Year 2013/2014.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: All

Available:

Funding Source:

Adoption of this item establishes a final budget and the expenditure limitation for FY 2013-2014

Attachments

State Budget Forms

Budget Memo To Council

Resolution 13-1015

OFFICAL BUDGET FORMS

TOWN OF CHINO VALLEY

Fiscal Year 2014

TOWN OF CHINO VALLEY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES ** 2013	FUND BALANCE/ NET ASSETS*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>	TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
1. General Fund	$ 6,828,443	$ 6,423,064	$ 1,583,692	Primary: $	$ 7,358,350	$	$	$ 65,480	$	$ 9,007,522	$ 7,402,230
2. Special Revenue Funds	1,800,554	1,536,931	1,132,081	Secondary:	1,510,028				10,000	2,632,109	1,758,456
3. Debt Service Funds Available	851,975	844,905	271,003					585,120		856,123	590,620
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	851,975	844,905	271,003					585,120		856,123	590,620
6. Capital Projects Funds	2,926,779	1,128,500	3,085,829		4,793,600			1,000,000	1,860,600	7,018,829	4,700,000
7. Permanent Funds											
8. Enterprise Funds Available	2,840,734	2,202,457	1,944,522		1,780,000			220,000		3,944,522	2,317,960
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	2,840,734	2,202,457	1,944,522		1,780,000			220,000		3,944,522	2,317,960
11. Internal Service Funds											
12. TOTAL ALL FUNDS	$ 15,248,485	$ 12,135,857	$ 8,017,127	$	$ 15,441,978	$	$	$ 1,870,600	$ 1,870,600	$ 23,459,105	$ 16,769,266

EXPENDITURE LIMITATION COMPARISON	2013	2014
1. Budgeted expenditures/expenses	$ 15,248,485	$ 16,769,266
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	15,248,485	16,769,266
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 15,248,485	$ 16,769,266
6. EEC or voter-approved alternative expenditure limitation	$ 15,248,485	$ 16,769,266

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

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

TOWN OF CHINO VALLEY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
GENERAL FUND			
Local taxes			
Sales Taxes	$ 2,292,000	$ 2,620,802	$ 3,911,000
Franchise Taxes	143,500	132,484	138,500
Licenses and permits			
Building Permits	71,280	64,228	65,000
Business Licenses	65,000	58,669	53,000
Plan Check Fees	36,750	40,543	40,000
Other Licenses and Permits	7,000	6,045	7,000
Intergovernmental			
State Shared Sales Tax	904,520	897,678	935,000
State Shared Income Tax	1,104,833	1,104,700	1,207,000
Vehicle License Tax	562,089	562,768	563,000
Yavapai County Library Funds	126,753	107,599	110,000
Police Dept Grants	31,500	35,826	2,500
Senior Nutrition Grant	50,500	49,657	71,000
Miscellaneous Intergovernmental	16,900	3,920	3,900
Charges for services			
Engineering Fees	4,650	4,016	4,100
Parks & Recreation Fees	10,900	4,695	6,000
Senior Nutrition Program Fees	8,500	9,445	9,000
Facility Use Fees	348,900	352,912	15,500
Police Report Fees	4,000	2,468	3,000
Aquatic Center Fees	49,000	64,099	64,000
Library Fees	150		
Other Charges for Services	1,032	502	700
Fines and forfeits			
Animal Control Fees	25,050	25,042	26,000
Library Fines	3,800	3,301	3,500
Court Fines and Forfeitures	157,250	97,984	103,000
Interest on investments			
Interest	500	566	550
Contributions			
Sponsorships	15,500	9,788	8,000
Senior Center Thrift Store	1,000	727	1,000
Senior Center Donations	2,500		
Friends of the Library	4,800	4,800	4,800
Miscellaneous			
Other Revenues	14,850	4,016	2,300
Total General Fund	$ 6,065,007	$ 6,269,280	$ 7,358,350

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

TOWN OF CHINO VALLEY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	$ 762,561	$ 751,073	$ 763,000
Interest	1,500	1,502	1,500
Miscellaneous	7,200	10,599	1,350
	$ 771,261	$ 763,174	$ 765,850
CDBG Grants	$ 313,000	$ 315,162	$
	$ 313,000	$ 315,162	$
Miscellaneous Grants	$ 546,635	$ 700,000	$ 700,000
	$ 546,635	$ 700,000	$ 700,000
Special Revenue Fund-Court	$ 17,065	$ 14,477	$ 15,600
Special Revenue Fund-PD	20,002	27,512	25,000
Lighting Improvement Districts #1, #2, #3	3,958	3,958	3,578
	$ 41,025	$ 45,947	$ 44,178
Total Special Revenue Funds	$ 1,671,921	$ 1,824,283	$ 1,510,028
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	$ 20,520	$ 34,791	$ 2,300
Capital Improvements Fund	3,146,650	1,275,320	4,790,800
Replacement Fund	45,050	530	500
	$ 3,212,220	$ 1,310,641	$ 4,793,600
Total Capital Projects Funds	$ 3,212,220	$ 1,310,641	$ 4,793,600
ENTERPRISE FUNDS			
Water Enterprise Fund	$ 419,060	$ 451,931	$ 472,000
Sewer Enterprise Fund	1,389,920	1,263,216	1,308,000
	$ 1,808,980	$ 1,715,147	$ 1,780,000
Total Enterprise Funds	$ 1,808,980	$ 1,715,147	$ 1,780,000
TOTAL ALL FUNDS	$ 12,758,128	$ 11,119,351	$ 15,441,978

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

TOWN OF CHINO VALLEY
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2014

FUND	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>
GENERAL FUND				
Capital Improvement Fund	$	$	$ 55,480	$
PD Special Revenue			10,000	
Total General Fund	$	$	$ 65,480	$
SPECIAL REVENUE FUNDS				
HURF	$	$	$	$
Special Revenue - PD				10,000
Misc Grants				
Total Special Revenue Funds	$	$	$	$ 10,000
DEBT SERVICE FUNDS				
Capital Improvement Fund	$	$	$ 585,120	$
Total Debt Service Funds	$	$	$ 585,120	$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	$	$	$ 1,000,000	$ 860,600
Road Impact Fee Fund				1,000,000
Total Capital Projects Funds	$	$	$ 1,000,000	$ 1,860,600
PERMANENT FUNDS				
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water Enterprise	$	$	$ 220,000	$
Total Enterprise Funds	$	$	$ 220,000	$
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$	$	$ 1,870,600	$ 1,870,600

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
GENERAL FUND				
Prosecutor	$ 107,737	$	$ 109,905	$ 118,650
Town Clerk	213,351		183,129	233,850
Town Manager	306,844		324,414	348,850
Human Resources	67,179		52,636	66,950
Magistrate Court	268,554		271,254	294,800
Finance	248,154		252,283	279,050
Mgmt Info Systems	207,548		193,898	244,500
Mayor & Council	29,730		28,675	29,550
Planning	128,598		105,858	139,350
Building Inspection	150,893		172,720	231,030
Police	2,134,957		2,291,250	2,491,650
Dispatch	140,201			
Animal Control	87,120		82,628	91,400
Recreation	62,815		33,950	74,250
Library	261,281		265,400	281,050
Senior Center	195,577		191,212	199,450
Parks	350,883		335,042	385,300
Aquatic Center	276,247		248,833	277,500
Public Works Admin	19,355		18,764	
Facilities Maintenance	342,319		321,071	349,000
Vehicle Maintenance	319,774		317,705	332,350
Engineering	43,252		45,523	64,900
Non-Departmental	543,027		472,843	547,300
Contingency	323,047		104,071	321,500
Total General Fund	$ 6,828,443	$	$ 6,423,064	$ 7,402,230
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	$ 757,994	$	$ 673,811	$ 1,019,550
CDBG Grant Fund	313,000		315,162	
Miscellaneous Grants Fund	650,915		528,000	700,000
Special Revenue Fund -- Court	74,687		16,000	15,100
Special Revenue Fund -- PD				20,000
Lighting Improvement Districts	3,958		3,958	3,806
Total Special Revenue Funds	$ 1,800,554	$	$ 1,536,931	$ 1,758,456
DEBT SERVICE FUNDS				
Debt Service Fund	$ 851,975	$	$ 844,905	$ 590,620
Total Debt Service Funds	$ 851,975	$	$ 844,905	$ 590,620
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	$ 2,000,000	$	$ 175,000	$ 4,584,000
Impact Fees Funds	657,914		941,500	86,000
Asset Replacement Fund	268,865		12,000	30,000
Total Capital Projects Funds	$ 2,926,779	$	$ 1,128,500	$ 4,700,000
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water Enterprise Fund	$ 833,839	$	$ 549,198	$ 634,595
Sewer Enterprise Fund	2,006,895		1,653,259	1,683,365
Total Enterprise Funds	$ 2,840,734	$	$ 2,202,457	$ 2,317,960
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 15,248,485	$	$ 12,135,857	$ 16,769,266

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

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES * 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Mayor & Council				
General Fund	$ 29,730	$	$ 28,675	$ 29,550
Department Total	$ 29,730	$	$ 28,675	$ 29,550
Town Manager				
General Fund	$ 306,844	$	$ 324,414	$ 348,850
Department Total	$ 306,844	$	$ 324,414	$ 348,850
Magistrate Court				
General Fund	$ 268,554	$	$ 271,254	$ 294,800
Special Revenue Fund	74,687		16,000	15,100
Misc Grants Fund	25,000		3,000	25,000
Department Total	$ 368,241	$	$ 290,254	$ 334,900
Finance				
General Fund	$ 248,154	$	$ 252,283	$ 279,050
Department Total	$ 248,154	$	$ 252,283	$ 279,050
Human Resources				
General Fund	$ 67,179	$	$ 52,636	$ 66,950
Department Total	$ 67,179	$	$ 52,636	$ 66,950
Town Clerk				
General Fund	$ 213,351	$	$ 183,129	$ 233,850
Department Total	$ 213,351	$	$ 183,129	$ 233,850
Prosecutor				
General Fund	$ 107,737	$	$ 109,905	$ 118,650
Department Total	$ 107,737	$	$ 109,905	$ 118,650
Mgmt Info Systems				
General Fund	$ 207,548	$	$ 193,898	$ 244,500
Department Total	$ 207,548	$	$ 193,898	$ 244,500
Police				
General Fund	$ 2,275,158		2,291,250	2,491,650
Misc Grants Fund	297,903		150,000	100,000
Vehicle Impounds			20,002	20,000
Impact Fee Fund	58,354	$	$ 1,500	$ 50,000
Department Total	$ 2,631,415	$	$ 2,462,752	$ 2,661,650
Animal Control				
General Fund	$ 87,120	$	$ 82,628	$ 91,400
Department Total	$ 87,120	$	$ 82,628	$ 91,400

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES * 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Recreation				
General Fund	$ 62,815		33,950	74,250
Misc Grants Fund	15,000			25,000
Impact Fee Fund (Parks&Rec)	117,952		90,000	29,000
Department Total	$ 195,767	$	$ 123,950	$ 128,250
Aquatic Center				
General Fund	$ 276,247	$	$ 248,833	$ 277,500
Department Total	$ 276,247	$	$ 248,833	$ 277,500
Parks				
General Fund	$ 350,883		335,042	385,300
Misc Grants Fund	16,000	$	$	$ 25,000
Department Total	$ 366,883	$	$ 335,042	$ 410,300
Senior Center				
General Fund	$ 195,577	$	$ 191,212	$ 199,450
Misc Grants Fund	222,012		25,000	25,000
Department Total	$ 417,589	$	$ 216,212	$ 224,450
Library				
General Fund	$ 261,281	$	$ 265,400	$ 281,050
Misc Grants Fund	25,000		50,000	50,000
Impact Fee Fund	111,608		100,000	7,000
Department Total	$ 397,889	$	$ 415,400	$ 338,050
Planning				
General Fund	$ 128,598	$	$ 105,858	$ 139,350
Misc Grants Fund	25,000			25,000
Department Total	$ 153,598	$	$ 105,858	$ 164,350
Building Inspection				
General Fund	$ 150,893	$	$ 172,720	$ 231,030
Department Total	$ 150,893	$	$ 172,720	$ 231,030
Code Enforcement				
General Fund	$	$	$	$ -
Department Total	$	$	$	$ -
Public Works Admin				
General Fund	$ 19,355	$	$ 18,764	$
Misc Grants Fund	25,000			
Department Total	$ 44,355	$	$ 18,764	$
Facilities Maintenance				
General Fund	$ 342,319	$	$ 321,071	$ 349,000
Department Total	$ 342,319	$	$ 321,071	$ 349,000
Vehicle Maintenance				
General Fund	$ 319,774	$	$ 317,705	$ 332,350
Department Total	$ 319,774	$	$ 317,705	$ 332,350

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES * 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Engineering				
General Fund	$ 43,252	$	$ 45,523	$ 64,900
Grant Fund			200,000	375,000
Department Total	$ 43,252	$	$ 245,523	$ 439,900
Non-Departmental				
General Fund	$ 866,074	$	$ 634,580	$ 868,800
Highway User Rev Fund	29,990			
CDBG Grant	313,000		315,162	
Debt Service Fund	851,975		844,905	590,620
Capital Improvement Fund	2,000,000		1,533,390	4,584,000
Asset Replacement Fund	268,865		12,000	30,000
Water Enterprise Fund	263,050			
Grant Fund Transit			100,000	50,000
Sewer Enterprise Fund	1,106,642			
Department Total	$ 5,699,596	$	$ 3,440,037	$ 6,123,420
Water Utilities				
Water Enterprise Fund	$ 466,211	$	$ 549,198	634,595
Department Total	$ 466,211	$	$ 549,198	$ 634,595
Water Resources				
Water Enterprise Fund	$ 104,578	$	$	$
Department Total	$ 104,578	$	$	$
Sewer Utilities				
Sewer Enterprise Fund	$ 900,253	$	$ 1,653,259	$ 1,683,365
Department Total	$ 900,253	$	$ 1,653,259	$ 1,683,365
Roads				
HURF	$ 728,004	$	$ 700,074	$ 1,019,550
Impact Fee Fund	370,000		750,000	
Department Total	$ 1,098,004	$	$ 1,450,074	$ 1,019,550
Street Lighting Improvement District				
SLID Fund	$ 3,958	$	$ 3,958	$ 3,806
Department Total	$ 3,958	$	$ 3,958	$ 3,806
TOTAL ALL DEPARTMENTS	$ 15,248,485	$	$ 13,598,178	$ 16,769,266

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

TOWN OF CHINO VALLEY
Full-Time Employees and Personnel Compensation
Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
GENERAL FUND	69.0	$ 3,560,443	$ 477,470	$ 508,703	$ 341,172	= $ 4,887,788
SPECIAL REVENUE FUNDS						
Highway User Revenue	11.0	$ 485,122	$ 53,013	$ 72,072	$ 57,705	= $ 667,912
Total Special Revenue Funds	11.0	$ 485,122	$ 53,013	$ 72,072	$ 57,705	= $ 667,912
ENTERPRISE FUNDS						
Water Enterprise Fund	3.5	$ 147,121	$ 16,977	$ 26,853	$ 15,225	= $ 206,176
Sewer Enterprise Fund	3.5	147,121	16,977	26,853	15,251	206,202
Total Enterprise Funds	7.0	$ 294,242	$ 33,954	$ 53,706	$ 30,476	= $ 412,378
TOTAL ALL FUNDS	87.0	$ 4,339,807	$ 564,437	$ 634,481	$ 429,353	= $ 5,968,078

202 N State Route 89
CHINO VALLEY, AZ 86323

TELEPHONE (928) 636-2646
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www.chinoaz.net

MEMORANDUM

TO: Mayor and Council
FROM: Joe Duffy, Finance Director
DATE: June 18, 2013
RE: Final Budget

On May 28, 2013, the Town of Chino Valley's Tentative Budget was adopted by the Town Council. The Expenditure Limitation was also set at $16,769,266. The final adopted budget cannot be greater than this amount.

After the adoption of the tentative budget, an error was discovered in the Engineering Departments budget on page 114. The Indirect In amount of $28,500 did not add into the department's total budget, thus understating the budget by $28,500. An adjustment was made increasing the department's budget and decreasing the Contingency line item from $350,000 to $321,500. The Interdepartmental Charges, page 37 was also adjusted to reflect the change.

The adjustment was made prior to publishing the State Forms in the Chino Review. The total budget did not change.

After adoption the following changes will be made to the Tentative budget distributed on May 28, 2013:

- Page 33 - A signed copy of Resolution No. 13-1010 will be added.
- Page 35 - A signed copy of Resolution No. 13-1015 will be added.
- Page 37 - Interdepartmental charges schedule will be updated.
- Page 38 - Town Financial Policies will be updated to reflect changes made on May 28, 2013.
- Page 62 - Total Expenditure Summary for General fund will be updated.
- Page 114 - Engineering Department schedule will be updated.
- Page 172 – State Budget Forms will be updated.

The final budget will be posted on the website and distributed to Council via email.

Please let me know if you have any further questions.

RESOLUTION NO. 13-1015

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2013-2014 AND SETTING AN EXPENDITURE LIMITATION TO GOVERN THE TOWN OF CHINO VALLEY BUDGET FOR THE FISCAL YEAR 2013/2014; DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE TOWN OF CHINO VALLEY FOR SAID FISCAL YEAR; PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and ARS Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley did, on March 12, 2013, adopt an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 424, which set forth said Alternative Expenditure Limitation, provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the Town Council did, on May 28, 2013 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Chino Valley and approved a tentative budget for the Town of Chino Valley for Fiscal Year 2013-2014; and

WHEREAS, in accordance with said statutes, the Town set a public hearing date and published notice of the hearing and a summary of the statements and estimates of expenses; and

WHEREAS, the Council held a public hearing on June 25, 2013, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates not to exceed $16,769,266, together with a Public Notice that the Town Council would meet on June 25, 2013, in the Town's Council Chambers for the purpose of hearing any and all citizens who wished to speak in favor of or against any of the proposed expenditures; and

WHEREAS, the Mayor and Common Council desire now to establish an expenditure limitation and budget expenditures for Fiscal Year 2013-2014, which expenditures do not exceed the published tentative budget;

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

1. That the expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2013-2014 is hereby established in an amount not to exceed **$16,769,266.**

2. That the estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and expressly made a part hereof, are hereby adopted as the budget of the Town of Chino Valley for Fiscal Year 2013-2014.

3. That this Resolution shall be effective from and after its passage and approval according to law.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of June, 2013.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

I hereby certify the above foregoing Resolution No. 13-1015 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 25, 2013, and that a quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Councilmembers were absent or excused.

_____
Jami Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Robert Smith, Town Manager
	Phone: 928-636-2646 x-1201
Department:	Town Manager
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 13-1014, to support the extension and expansion of Town roads using collected and on-hand impact fees that can only be used for expansion of the Town's road network.

RECOMMENDED ACTION:

Adopt Resolution No. 13-1014.

SITUATION AND ANALYSIS:

The resolution indicates the Town's intent to make roadway improvements in the Town, and in what order those roadway improvements will be constructed. This resolution will assist in the Town's efforts to negotiate with Deep Well Ranches and secure right of way along Road 4 South to allow for improvements to access along that right of way, as well as the Peavine right of way and Center Street right of way. The proposed work will augment and extend Center Street so that it is a through street to Hwy 89, extend Road 4 South in an easterly direction to connect with the Town-owned Peavine right of way, and create a 2 lane road within the Peavine right of way to connect Road 4 South to Center Street. The conclusion of this work will bring much needed ingress and egress improvements to the east side of the Town, providing an alternate North-South link to Hwy 89. Funds for all work to come from impact fee funds which are on hand, and which must be used to extend existing transportation networks or expand the capacity of same.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: Impact Fee

Available:

Funding Source:

All Capacity Enhancement work to come from Impact fees -- which have already been recieved.

Projected Road Impact fee balance at June 30, 2013 is $ 1,873,963.

Attachments

Resolution 13-1014

RESOLUTION NO. 13-1014

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, IN SUPPORT OF THE CONSTRUCTION OF CAPACITY BUILDING TRANSPORTATION ENHANCEMENTS IN THE TOWN OF CHINO VALLEY

WHEREAS, the Town of Chino Valley (the "Town") receives and has saved Transportation Impact Fees which must be spent on capacity building enhancements to its transportation network; and

WHEREAS, such Transportation Impact Fees may only be spent on roadway projects that increase the capacity of the Town's transportation network; and

WHEREAS, the Town recognizes that its transportation network lacks a north-south route on the east side of Town; and

WHEREAS, the Town of Chino Valley desires to improve the access and ingress/egress of its transportation network around the Center Street area; and

WHEREAS, the Town of Chino Valley owns certain lands known locally as the 'Peavine Right Of Way'; and

WHEREAS, the Peavine Right Of Way is wide enough to accommodate a two lane road without modifications to the existing trail located within the right of way;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AS FOLLOWS:

The Town of Chino Valley will endeavor to complete the following improvements to its transportation network in the order/schedule noted below:

1. Acquire the remaining necessary right of way to extend Road 4 South in an easterly direction to connect it to the Peavine Right Of Way, and also to terminate Road 4 South on the eastern end at Deep Well Ranches Property. The Town intends to fund this work with its Road Impact Fees which are already on hand and restricted for this type of purpose, and to accomplish this work first, within the 2013 – 2014 Budget Cycle; and

2. Complete an existing, approved County Flood Control project at the Eastern extremity of Center Street, to cross the Santa Cruz Wash and provide adequate flood control to allow the extension of Center Street in an easterly direction. The

Town intends to fund this work with approved County Flood Control funds and to accomplish the work within the 2013 – 2014 Budget Cycle; and

3. Acquire any necessary right of way and extend Center Street, from Highway 89, in an easterly direction, to connect it to the Peavine Right Of Way, terminating Center Street at the intersection with the Peavine Right Of Way. The Town intends to fund this work with its Road Impact Fees which are already on hand and restricted for this type of purpose and to accomplish this work within the 2014 – 2015 Budget Cycle; and

4. Construct a roadway within the Town's Peavine Right Of Way, in a manner such that the existing trail within that right of way shall not be disturbed. The constructed road shall provide a North-South link from the eastern terminus of Road 4 South to the eastern terminus of Center Street. The Town intends to fund this work with its Road Impact Fees which are already on hand and restricted for this type of purpose and to accomplish this work within the 2015 – 2016 Budget Cycle.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of June, 2013.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:
Consideration and possible action to appoint Councilmembers to Council Committees.

RECOMMENDED ACTION:
Appoint Councilmembers to Council Committees.

SITUATION AND ANALYSIS:
In 2001, the Council established several committees, each consisting of 3 of its members, with applicable staff liaisons, and in one case, an outside agency representative. Since 2001, some of these committees and their purposes were formalized by resolution, others were changed, and one was merged with a citizen committee. With new Councilmembers on board, it is necessary to adjust the members of these committees. Council has the discretion to modify, discontinue, or add new committees as needed. A brief description and current status of each committee is as follows:

Appointments – Established in 2001 to recommend candidates for appointment to Town corporations, boards, commission, and committees ("public bodies"). Meets when openings occur in these public bodies, reviews applications, conducts interviews, and makes recommendation to Council for appointment. This committee is active during recruitment periods.

Finance – Established in 2001 to review finance and budget matters coming before the Council, such as to review proposals for auditing services and banking services, conduct research, or address financial or budgetary matters. This is the most active committee, often meeting monthly.

Economic Development – Established in 2001 to conduct research with regard to economic development. Since then it has assisted staff with negotiating funding agreements with the Chamber of Commerce. This committee meets as needed.

Public Safety – Established in 2001 and made formal in 2004 by Resolution No.04-697 to quickly address issues of public safety and traffic control that impact safety in Town. When the Roads and Streets Advisory Board, now called the Roads and Streets Committee, was established in 2009, it took on some of these items. This committee's last action was to assist with a rewriting of the Animal Control Ordinance in 2012.

Water and Utilities – Established in 2001 and made formal in 2004 by Resolution No.04-699 to provide direction and review reports on utilities impacting the Town, negotiate utility franchise agreements as they come due, provide review and proposals for resource acquisitions to include private water companies and wells, and plan for future waste water system needs. This committee has met as needed, most recently to review utility fee schedules and mandatory sewer hookups.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Council Committees as of June 11, 2013

COUNCIL COMMITTEES
as of June 12, 2012

Appointments Council: *Linda Hatch ~~Carl Tenney~~ Lon Turner Staff: Town Clerk	**Finance** Council: Linda Hatch Chris Marley *~~Carl Tenney~~ Staff: Town Manager Finance Director	**Economic Development** Council: Mike Best Darryl Croft *~~Dean Echols~~ Staff: Town Manager Development Services Director Other: Chamber CEO
Public Safety Council: *Mike Best Darryl Croft ~~Dean Echols~~ Staff: Police Chief Town Manager	**Water & Utilities** Council: Linda Hatch Chris Marley *Lon Turner Staff: Town Manager Water Resources Director (Town Engineer)	

* Committee Chair

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to update the appointment of Councilmembers and staff to various regional and state entity committees.

RECOMMENDED ACTION:

Appoint Councilmembers and/or staff to fill vacant positions on various entity committees and update existing appointments, as applicable.

SITUATION AND ANALYSIS:

Over the years, the Town Council has been asked to participate in various intergovernmental or other entity committees. Generally, this involves the Council appointing one of its members or a staff member to represent the Town and Council in the entity's meetings. Currently, there are 19 such positions, most of which also have a designated alternate. The town manager is also requesting that Council create a new appointment of liaison to the Chino Valley Fire District Board.

The attached table lists all the current entities, the appointed representative and alternate, the appointment date, and the current status of the position. The second attachments gives a brief description of each entity. Positions needing to be filled due to the departure of the former Vice-Mayor Carl Tenney and Councilmember Dean Echols are highlighted. Councilmembers should review the list, and notify the Mayor, before or during the meeting, if they desire to change any of their current appointments or be appointed to an open position.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:
Available:
Funding Source:

Attachments

Entity Appointments
Entity Descriptions

	ENTITY	REP	ALT	APPOINTED DATE	CURRENT STATUS
a)	Yavapai County Water Advisory Committee (WAC)	Councilmember Lon Turner	Mayor Chris Marley	7/26/2011	Position typically filled by elected official.
b)	WAC Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman	Grittman designee	7/26/2011	Position typically filled by staff members and/or technical community members
c)	Upper Verde River Watershed Protection Coalition (UVRWPC)	~~Councilmember Carl Tenney~~	Councilmember Lon Turner	7/26/2011	Position typically filled by elected official.
d)	UPRWPC Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman	Grittman designee	7/26/2011	Position typically filled by staff members and/or technical community members
e)	Northern Arizona Municipal Water User's Association (NAMWUA)	Mayor Chris Marley	Councilmember Lon Turner	7/26/2011	Position typically filled by elected official.
f)	NAMWUA Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman	Grittman designee	7/26/2011	Position typically filled by staff members and/or technical community members
g)	Groundwater Users Advisory Council (GUAC)	Vice-Mayor Carl Tenney	N/A		Position appointed by the Governor and is *not* tied to the Town. Term is 6 years and he was re-appointed again in 2011. He will continue serving and keep Council apprised of any pertinent information.
h)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Councilmember Darryl Croft	Croft designee (Councilmember Mike Best)	6/28/2011	Position typically filled by elected official.
i)	CYMPO Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman	Grittman designee	6/28/2011	Position typically filled by staff members and/or technical community members
j)	Northern Arizona Council of Governments (NACOG) Regional Council	Councilmember Linda Hatch	Mayor Chris Marley	6/28/2011	Position typically filled by elected official.
k)	NACOG Economic Development Committee	Councilmember Linda Hatch	Town Manager, Robert Smith	7/26/2012	Position typically filled by elected official.
l)	Greater Arizona Mayors Association (GAMA)	Mayor Chris Marley	~~Vice-Mayor Carl Tenney~~	6/14/2011	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
m)	League Resolutions Committee	Mayor Chris Marley	~~Vice-Mayor Carl Tenney~~	7/24/2012	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
n)	Yavapai Regional Medical Center (YRMC) Council of Electors	Councilmember Linda Hatch	Mayor Chris Marley	6/28/2011	Position typically filled by elected official.
o)	Chamber of Commerce	Councilmember Darryl Croft	~~Councilmember Dean Echols~~	6/28/2011	The Chamber typically elects a representative from the Council with Council ratifying the action.
p)	Arizona Municipal Risk Retention Pool (AMRRP)	~~Vice-Mayor Carl Tenney~~	~~Tenney~~ designee	6/28/2011	Appointee may be elected official or staff member, who may participate in nominations for this board.

~~q)~~	~~Yavapai Gala Centennial Committee~~	~~Councilmember Dean Echols~~	~~Councilmember Darryl Croft~~	~~6/28/2011~~	Ad Hoc position for State Centennial. As the Centennial has ended, this entity no longer exists.

	ENTITY	REP	ALT	APPOINTED DATE	CURRENT STATUS
r)	Central Arizona Partnership (CAP) Regional Economic Development (RED) Team	~~Councilmember Dean Echols~~	Councilmember Darryl Croft	6/28/2011	Position to be filled by elected official.
s)	Yavapai Combined Trust (YCT)	General Services Director, Cecilia Watts	HR Analyst, Tiffany Resendez	3/27/12 (CW) 2/12/2013 (TR)	Position typically filled by staff members.
t)	Liaison to Chino Valley Fire District (CVFD) Board			6/25/2013	Proposed new position.

DESCRIPTION OF ENTITIES	
a)	**WAC** is composed of members from the Arizona Department of Water Resources (ADWR), Apache/Yavapai Prescott Tribe, Yavapai County, and nine municipalities, and it was established by the County Board of Supervisors to ultimately develop and recommend a regional water management strategy.
b)	Technical Advisory Committee under **WAC**.
c)	**UVRWPC** consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.
d)	Technical Advisory Committee under **UVRWPC**.
e)	**NAMWUA** was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.
f)	Technical Advisory Committee under **NAMWUA**.
g)	The 1980 Groundwater Code established a Groundwater Users Advisory Council **(GUAC)** in each active management area consisting of five members. Members of the council are appointed by the governor to represent the users of groundwater in the active management area and on the basis of their knowledge of, interest in and experience with problems relating to the development, use and conservation of water.
h)	**CYMPO** is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.
i)	Technical Advisory Committee under **CYMPO**.
j)	**NACOG** is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.
k)	Economic Development Committee under **NACOG**.
l)	**GAMA** was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.
m)	The League **Resolutions Committee** meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League's Annual Business Meeting and became the League's Policy Statement for the next legislative session.

DESCRIPTION OF ENTITIES	
n)	**YRMC** Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.
o)	Chino Valley Area **Chamber of Commerce** exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.
p)	**AMRRP,** a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.
q)	2011-2012 only.
r)	**CAP's** mission is to advocate responsible growth on behalf of those who believe in a balance between economic and ecological sustainability in Central Arizona, judicious management of natural resources and truthful examination and debate on matters of public importance relative to growth in the region. The **RED** Team is to be comprised officials from regional entities and staff believes it would be beneficial to appoint a representative.
s)	**YCT** is the entity through whom the Town contracts with for medical insurance for its emplyees.
t)	**CVFD** is the local fire district, a special taxing district (not part of the Town government).

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	06/25/2013
Contact Person:	Jami Lewis, Town Clerk
	Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to cancel the August 27, 2013 regular meeting due to a conflict with the annual League Conference.

RECOMMENDED ACTION:

Cancel the August 27, 2013 regular meeting.

SITUATION AND ANALYSIS:

Per Town Code Sect. 30.065, "The Council shall hold regular meetings on the second and fourth Thursday of each month at 6:00 p.m. When deemed appropriate, any regular meeting date of the Council may be canceled or rescheduled by the affirmative vote of a majority of the Council except that at least 1 regular meeting a month must be held and that the notice of the canceled or rescheduled meeting shall be given to the public as is reasonable and practicable under the circumstances."

The annual League Conference will take place on August 27-30. Council's second meeting in August is scheduled for the 27th, and as four council members are registered for the conference, there will not be a quorum for that meeting. Council has traditionally canceled this meeting. Should items come up that can not wait for the first regular meeting in September, Council may schedule a special meeting.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.