Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
TUESDAY, JULY 24, 2018
6:00 P.M.

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

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

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Proclamation declaring August 7, 2018 as "Purple Heart Day." (Mayor Croft)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

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

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

6. CONSENT AGENDA

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

a. Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2018-2019 financial contribution from the District to the Town for flood control improvements. (Frank Marbury, Public Works Director/Town Engineer)

b. Consideration and possible action to approve the 2018 Town of Chino Valley Strategic Plan. (Cecilia Grittman, Town Manager)

c. Consideration and possible action to adopt a Pension Funding Policy for the Town of Chino Valley Public Safety Personnel Retirement System. (Joe Duffy, Finance Director)

d. Consideration and possible action to approve the Amended and Restated Agreement for Professional Consulting Services between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation in an amount not to exceed $39,500. (Laura Kyriakakis, Human Resources Director)

e. Consideration and possible action to approve the Covenant of Purpose and Use by the Town of Chino Valley for the benefit of the United States Department of Commerce, Economic Development Administration related to the Old Home Manor Industrial Park. (Joe Duffy, Finance Director)

f. Consideration and possible action to accept the June 26, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

a. WITHDRAWN REQUEST - (Brook Apartments) Rezone of 6.85 acres of real property generally located approximately 1,400 feet west of State Route 89 and 620 feet south of West Road 2 North at 740 West Road 1 North, from MR-1 (Multiple Family Residential-1 acre minimum) zoning district to MR-1 PAD (Multiple Family Residential-1 acre minimum) zoning district with a Planned Area Development Overlay zoning district to modify the density development standard in the MR-1 zoning district. (Jason Sanks, Development Service Director)

Recommended Action: Take no action.

b. Consideration and possible action to adopt Ordinance No. 18-851, rezoning 8.7 acres of 15.8 acres of real property, Assessor's Parcel No. 306-18-013C, located approximately 0.75 miles east of the southeast corner of North Road 1 East and East Perkinsville Road at 1821 East Perkinsville Road, from AR-5 (Agricultural Residential-5 acre minimum) to SR-1 (Single Family Residential-1 acre minimum). Owner/Applicant: David and Candy Rotering. (Alex Lerma, Planner)

Recommended Action: Adopt Ordinance No. 18-851 to rezone 8.7 acres of a 15.8 acre site from AR-5 to SR-1.

c. Consideration and possible action to approve a Conditional Use Permit (CUP18-005) to allow a food truck court on CL (Commercial Light) zoned property, 1.38 acres of real property, Assessor's Parcel No. 306-23-057, located approximately 0.25 miles north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89. Owner: 246 Holdings, LLC; Applicant: Bruce Eldredge. (Jason Sanks, Development Service Director)

Recommended Action: Approve a Conditional Use Permit (CUP18-004) for APN 306-23-057 to allow a food truck court on a CL (Commercial Light) zoned property, subject to the four (4) conditions recommended by staff and the Planning and Zoning Commission.

d. Consideration and possible action to approve a Conditional Use Permit (CUP18-005) to allow the existing single family residential use within the CL (Commercial Light) zoning district for 0.55 acres of real property, Assessor's Parcel No. 306-20-127B, located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North. Owners/Applicants: Nathan Peabody and Ana Hurtado. (Alex Lerma, Planner)

Recommended Action: Approve a Conditional Use Permit (CUP18-005) for APN 306-20-127B to allow the existing single family residential use within the CL (Commercial Light) zoning district.

e. Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed $375,579.41 for the Road 1 East Construction Project. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award construction contract to Sunland Asphalt in an amount not to exceed $375,579.41 for the Road 1 East Construction Project.

8. EXECUTIVE SESSION

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

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 19th day of July, 2018.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **2.a.**

Meeting Date: 07/24/2018

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

Department: Council

Estimated length of Staff Presentation: 5 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation declaring August 7, 2018 as "Purple Heart Day." (Mayor Croft)

SITUATION & ANALYSIS:

The Arizona State Legislature officially proclaims August 7 of each year as Purple Heart Day. Purple Heart Week is also observed August 7-11.

Attachments

Proclamation-Purple Heart Day

Office of the Mayor

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

PROCLAMATION

Purple Heart Day – August 7, 2018

Whereas, on August 7, 1782, General George Washington established the Badge of Military Merit to honor enlisted soldiers of the Continental Army and was the first award made available to the common soldier to recognize outstanding valor or merit; and

Whereas, today this honor is known as the Purple Heart. The Purple Heart is an American military decoration awarded in the name of the President of the United States to members of the Armed Forces wounded in combat, or posthumously to the next of kin for those killed or who die of wounds received in action by an instrument of war in the hands of the enemy while serving. Approximately 1.8 million Purple Hearts have been awarded since 1932; and

Whereas, through the unselfish acts of their bravery and sacrifices in preservation of the United States of America, national interests at home and abroad, our citizens and communities are afforded the ability to maintain their freedom and way of life; and

Whereas, the Arizona State Legislature, officially proclaims August 7th of each year as Purple Heart Day; and

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, do hereby acknowledge **August 7, 2018** as **Purple Heart Day** in Chino Valley, Arizona, and urge all of our citizens to recognize August 7th as Purple Heart Day and August 5th through August 11th as Purple Heart Week in perpetuity to properly honor all those who were killed in action, or became wounded in defense of our country and, remember that 'All gave some. Some gave all;'

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this **24th** day of **July, 2018**.

_____
Darryl L. Croft, Mayor

ATTEST: _____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Frank Marbury, Public Works Director/Town Engineer
	Phone: 928-636-7140 x-1226
Department:	Public Works
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2018-2019 financial contribution from the District to the Town for flood control improvements. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2018-2019 financial contribution from the District to the Town for flood control improvements.

SITUATION AND ANALYSIS:

Each year the Town must enter into an IGA with Yavapai County Flood Control District to receive a yearly allocation of funds for approved flood control projects. The project for FY 18/19 is the Road 1 East Low Water Crossings.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	05-90-5515
Available:	210,159.00
Funding Source:	

Funds will be accounted for in the Capital Improvement Fund

Attachments

RES 18-1130 YCFD IGA

RESOLUTION NO. 18-1130

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FLOOD CONTROL DISTRICT.

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

SECTION 1. The Intergovernmental Agreement with the Yavapai County Flood Control District (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of July, 2018.

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 18-1130 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on July 24, 2018, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 18-1130

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CHINO VALLEY
FOR THE FISCAL YEAR 2018-2019 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF CHINO VALLEY, FOR THE FISCAL YEAR 2018-2019 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this 18th day of July, 2018, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the Town of Chino Valley, Arizona, a municipal corporation of the State of Arizona (the "TOWN"). The District and the Town are sometimes collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS:

A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.

B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.

C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.

D. A portion of the TOWN lies within the legal boundaries of the DISTRICT.

E. The DISTRICT, the TOWN, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.

F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") §§11-952, 48-3603, and 9-240, and TOWN's Code.

G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.

H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter "Funds") has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.

J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.

K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing the following improvements: Road 1 East Low Water Crossings (hereinafter referred to as the "Project").

L. The TOWN desires to receive DISTRICT Funds for the 2018-2019 fiscal year to be used for its Project.

M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed Two-Hundred Ten Thousand One-Hundred Fifty-Nine Dollars ($210,159) for fiscal year 2018-2019 which begins on July 1, 2018.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN's Project. Such funding for fiscal year 2018-2019 shall not exceed Two-Hundred Ten Thousand One-Hundred Fifty-Nine Dollars ($210,159).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

A. The completion of the Project as determined by the TOWN;
B. The exhaustion of the Funds allocated to the TOWN for the Project;
C. The end of the fiscal year 2018-2019; or
D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The TOWN shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration. and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2018-2019.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2019 (for work completed in fiscal year 2018-2019).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN in fiscal year 2018-2019 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2019.

C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this Agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.

2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Town, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF CHINO VALLEY	DISTRICT
Cecilia Grittman, Town Manager	Yavapai County Flood Control District Director
202 N. State Route 89	1120 Commerce Drive
Chino Valley, AZ 86323	Prescott, AZ 86305

B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.

C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.

D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The Parties further agree to ensure that each subcontractor that performs any work under

this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

_____

Rowle Simmons, Chairman Date
Board of Directors
Yavapai County Flood Control District

TOWN OF CHINO VALLEY

_____

Darryl Croft, Mayor Date
Town of Chino Valley

ATTEST:

_____

Kim Kapin Date
Clerk of the Board of Directors

_____

Jami Lewis Date
Chino Valley Town Clerk

DETERMINATIONS OF COUNSEL

FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CHINO VALLEY

FOR THE FISCAL YEAR 2018-2019 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Town of Chino Valley. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Chino Valley.

_____

Attorney Date
Town of Chino Valley

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

_____

Deputy County Attorney Date
Flood Control District

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 07/24/2018
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:
Consideration and possible action to approve the 2018 Town of Chino Valley Strategic Plan.

RECOMMENDED ACTION:
Approve the 2018 Chino Valley Strategic Plan.

SITUATION AND ANALYSIS:
The Town Council has met February 21 and April 4th in planning sessions with staff members to discuss their strategic vision. They also participated in budget talks to hone in on their priorities. On July 17th a draft Strategic Plan was presented to the Town Council, where they asked for one change to the work priorities for the next year. That change has been incorporated into the document and staff is asking Council to formally adopt the Plan for this Fiscal Year.

Fiscal Impact

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

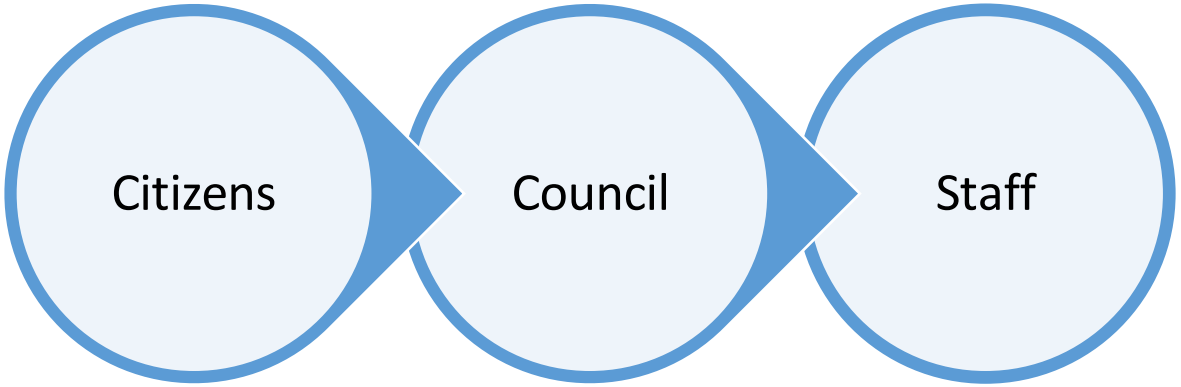
Attachments

Strategic Plan 2018

TOWN OF CHINO VALLEY

Strategic Plan

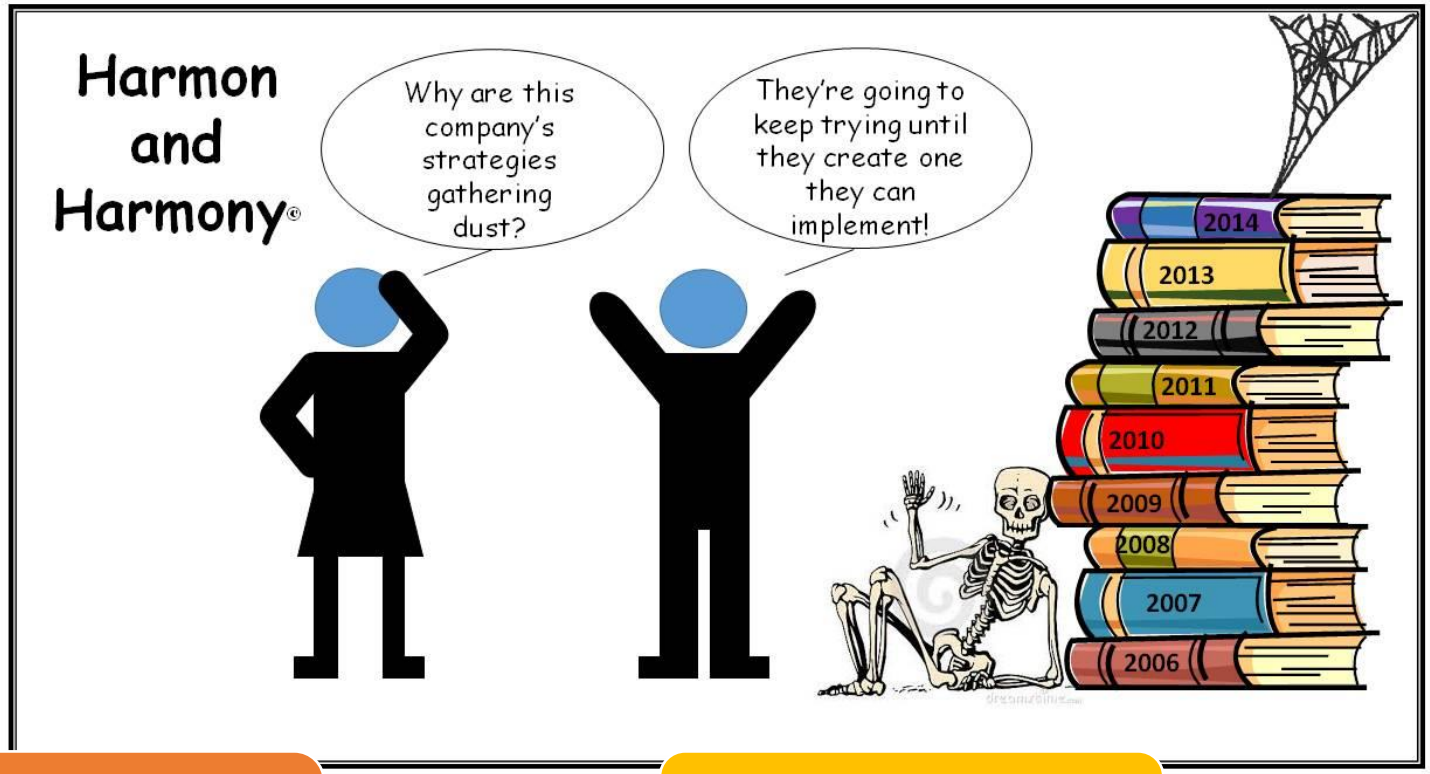
2017 - 18



Mayor and Council

Mayor Darryl Croft
Vice Mayor Lon Turner
Council Member Mike Best
Council Member Cloyce Kelly
Council Member Annie Lane
Council Member Corey Mendoza
Council Member Jack Miller

What is the process?



one Council meets in an all-day retreat with staff and gets updates on departmental initiatives and priorities

two Council updates previous Strategic Plan

three Council meets for Strategic Planning Meeting with staff

four Council Adopts Strategic Plan formally

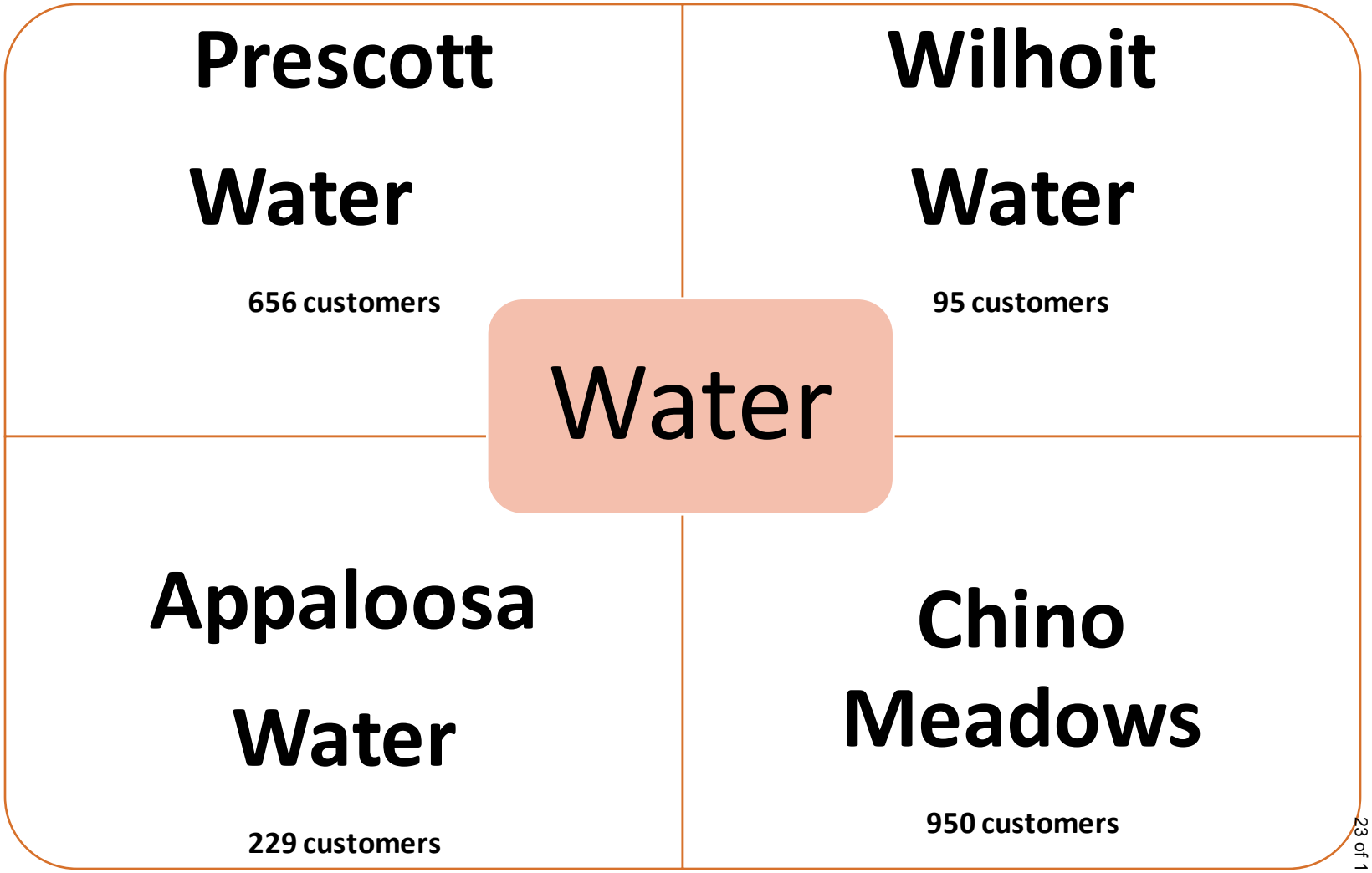
Dept	Item
Pub Works / TM	Water Acquisitions
With Utility Committee	Additional Well to create Redundancy
With Ec Dev Committee	Extension of Sewer and Water at OHM
With Utility Committee	Extension of sewer and/or water in Low Income/High density areas
	Master Plan for Municipal facilities
With Water Resources, Atty	Asset Analysis of real property
With Utility Committee	Inventory of Town wells, production levels
With Water Resources, Atty	Development Agreement Analysis
With Roads Committee	Transportation Strategic Plan
Town Mgr	Renegotiate Concessionaire Agmt

Dept	Item
Ec Dev / TM with Econ Dev Committee	Old Home Manor –Economic Development Strategic Plan
Ec Dev / TM with Econ Dev Committee	Economic Development Strategic Plan – outside of the Industrial Park
Dev Svcs with UDO re-write Committee	Re-write of the Unified Development Ordinance
Dev Svcs /Ec Dev with Econ Dev Committee	Planned Area Development for the Industrial Park
Comm Svcs / Pub Works / Ec Dev / Dev Svcs	Exploration of RV Park at OHM

Ec Dev / Pub Works	Analysis of Infrastructure at the Industrial Park, Challenges
Comm Svcs	50th Birthday Party

Fiscal Year 18 - 19

Various Private Water Companies



ASSET ANALYSIS

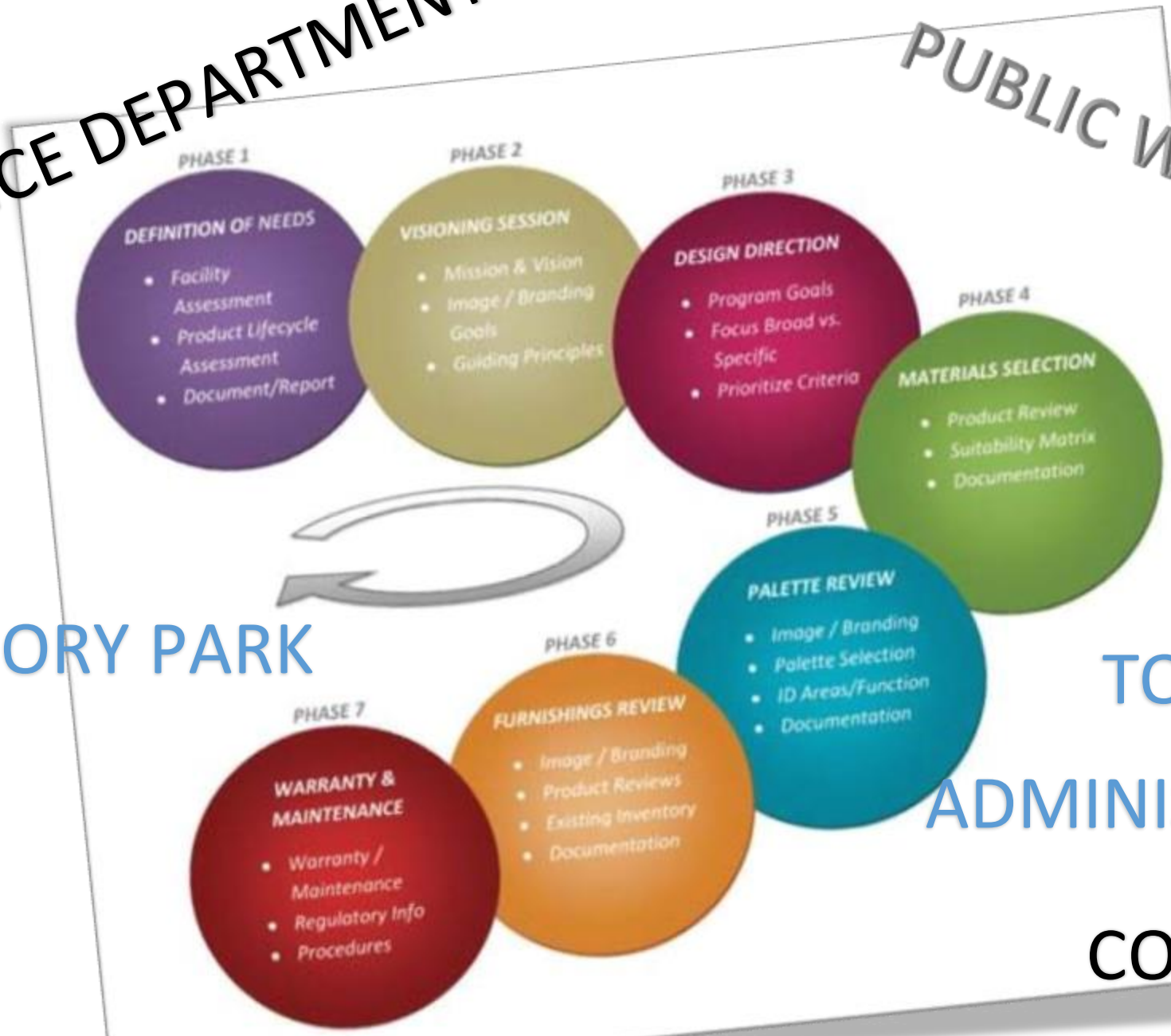
examples

The Town owns land in Paulden it purchased for its water rights

The Town owns some land in Highlands Ranch that they had set aside for a well

POLICE DEPARTMENT

PUBLIC WORKS



MEMORY PARK

TOWN ADMINISTRATION

COUNCIL CHAMBERS

DEVELOPMENT SVCS

Future

2+ years out

- Plan for the Expansion of the Waste Water Treatment Plant
  - Design
  - Septage Acceptance
  - Under Construction
- Water Storage Tank
- Develop Commercial Design Guidelines for the Community Core
- Develop Infrastructure Master Plan

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt a Pension Funding Policy for the Town of Chino Valley Public Safety Personnel Retirement System.

RECOMMENDED ACTION:

Adopt a Pension Funding Policy for the Town of Chino Valley Public Safety Personnel Retirement System.

SITUATION AND ANALYSIS:

During the 2018 Legislative Session HB2097 was approved and signed by the Govenor. HB2097 requires all governing bodies participationg in the Public Safety Personnel Retirement System (PSPRS) to establish a Pension Funding Polity and post the policy on the governing body's website.

The attached policy was prepared using the guide provided by the Arizona Leagues of Cities and Towns.

The Town's will continue to make the Annual Required Contribution (ARC) and will make additional payments after reviewing the ?unexpended contingency funds in the general fund at the end of each fiscal year and make an additional payment above the ARC with a portion of the unexpended contingency funds.

Fiscal Impact

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

Attachments

RES 18-1128 - PSPRS Pension Funding Policy

RESOLUTION NO. 18-1128

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, ADOPTING A PENSION FUNDING POLICY.

WHEREAS, the Fifty-Third Legislature, during the 2018 Second Regular Session, adopted House Bill 2097, which requires the Town of Chino Valley (the "Town") to annually adopt a pension funding policy for public safety employees participating in the Public Safety Personnel Retirement System ("PSPRS") who were hired before July 1, 2017; and

WHEREAS, the Mayor and Council of the Town of Chino Valley (the "Town Council") desires to adopt the required policy (the "Pension Funding Policy") and to annually evaluate the Pension Funding Policy to determine the amount to be contributed beyond the Town's annual required contribution in order to continually reduce the amount of the Town's unfunded liability until the funding ratio of 100% is achieved; and

WHEREAS, at its regular meeting on June 12, 2018, the Town Council authorized using $300,000 from the Town's General Fund Contingency Account to reduce the PSPRS unfunded liability amount consistent with the Pension Funding Policy.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Pension Funding Policy is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. Prior to the end of each fiscal year following adoption of this Resolution, the Town Manager and the Town Finance Director shall prepare a recommendation for action by the Town Council to: (i) approve the amount of the unfunded liability contribution for that year; and (ii) update and re-authorize the Pension Funding Policy as necessary to account for the annual additional contribution.

SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of July, 2018.

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 18-1128 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on July 24, 2018, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 18-1128

[Pension Funding Policy]

See following pages.

Town of Chino Valley
Public Safety Personnel Retirement System
Pension Funding Policy
Fiscal Year 2018-19

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with statutory requirements of ARIZ. REV. STAT. § 38-863.01, as amended.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Town's police employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund

has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Chino Valley has one trust fund for police employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2017, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Chino Valley Police	$4,537,847	$8,177,973	$3,640,126	55.5%
Town of Chino Valley Totals	$4,537,847	$8,177,973	$3,640,126	55.5%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Chino Valley's liability
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council plans to take the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY19 is $449,255 (page A-2) and will be able to be paid from operating funds without diminishing Town services.
- Additional payments above the ARC
    - Annually evaluate unexpended contingency funds in the general fund at the end of each fiscal year and make an additional payment above the ARC with a portion of the unexpended contingency funds.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2017, Actuarial Valuation.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Laura Kyriakakis, Human Resources Director
	Phone: 928-636-2646 x-1204
Department:	Human Resources
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Amended and Restated Agreement for Professional Consulting Services, dated July 24, 2018, between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation.

RECOMMENDED ACTION:

Approve Amended and Restated Agreement for Professional Consulting Services, dated July 24, 2018, between the Town of Chino Valley and Mark Holmes, LLC, not to exceed $39,500.

SITUATION AND ANALYSIS:

The Consultant and the Town entered into an Agreement for Professional and Consulting Services, dated March 27, 2018. The Agreement was for the Consultant to provide the Town professional consulting services on water issues as they arise. The Town and the Consultant now desire to amend and restate the Original Agreement to (i) modify the hourly rate for the Consultant, (ii) increase the maximum compensation permitted, and (iii) modify the scope of work.

The modifications to the Agreement include changing the compensation for services from $75.00/hour down to $39.98/hour, with an average of 19 hours of work per week. The Agreement shall not exceed $39,500 (up from $20,000) and the term shall be from 7/24/2018 through 6/30/2019.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	01-95-5555
Available:	$39,500
Funding Source:	

Attachments

Mark Holmes LLC Amended and Restated Consulting Agreement

AMENDED AND RESTATED
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AMENDED AND RESTATED AGREEMENT (this "Agreement") is entered into as of July 24, 2018, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as "Town" and Mark Holmes, LLC, an Arizona limited liability company hereinafter referred to as the "Consultant."

RECITALS

A. The Consultant and the Town entered into that certain Agreement for Professional and Consulting Services, dated March 27, 2018 (the "Original Agreement"), for Consultant to provide the Town professional consulting services on water issues as they arise, hereinafter referred to as the "Project."

B. The Town and the Consultant now desire to amend and restate the Original Agreement to (i) modify the hourly rate for the Consultant, (ii) increase the maximum compensation permitted, and (iii) modify the scope of work.

AGREEMENT

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

1. SERVICES AND RESPONSIBILITIES

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

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

1.3 Responsibility of the Consultant.

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

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

1.3.3 Consultant shall tour Town sites where there are issues on which he is consulting and become familiar with existing conditions, as needed, prior to commencing the Services on that portion of the Project and shall notify Town of any constraints associated with the site relevant to Consultant's Services.

1.3.4 Consultant understands and agrees that although Town is waiving insurance requirements for this Agreement, Consultant is an independent consultant and may not be covered by Town's insurance policies for any loss, damages, errors and omissions, workmen's compensation, or other damages or liabilities Consultant may incur while acting in pursuance of this Agreement.

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

1.3.6 Consultant shall not engage any other consultants or subcontractors without prior written approval of Town. If additional consultants or subcontractors are required, Town shall contract directly with such consultant or subcontractor and Consultant shall not be responsible for any payment to such consultant or subcontractor.

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

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

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

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

1.3.11 Consultant shall comply with all Town ordinances and state and federal laws and regulations.

1.4 Responsibility of Town.

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

1.4.2 Town designates Frank Marbury, Public Works Director as its Project Representative. All communications to the Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from July 24, 2018 through June 30, 2019. All services identified herein shall be completed to the satisfaction of the Town no later than June 30, 2019.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant shall be paid at a rate of $39.98 per hour in an amount not exceed $39,500 unless agreed to in writing by the Town.

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

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INDEMNIFICATION

4.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses,

relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by Consultant, its agents, employees or any tier of Consultant's subcontractors (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement. Consultant's duty to hold harmless and indemnify Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services 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 shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Town, which approval shall not be unreasonable withheld or delayed. If Consultant neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against Town for a claim covered under this Agreement shall conclusively establish Consultant's liability to Town in connection with such recovery or judgment, and if Town desires to settle such dispute, Town shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

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

5. TERMINATION OF THIS AGREEMENT

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

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

6. ASSURANCES

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

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

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

6.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

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

6.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Town at its option may terminate the Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Consultant or subcontractor employee who works on the Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

6.8 Non-Boycott of Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

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

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

6.11 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.

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

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

TOWN:	CONSULTANT:
Town Manager Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323	Mark A. Holmes, LLC 531 West Valleri Ann Road Paulden, AZ 86334

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

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

7. SUSPENSION OF WORK

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

7.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

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 Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

9. ASSIGNABILITY

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

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

TOWN OF CHINO VALLEY

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

CONSULTANT

_____
Mark A. Holmes, LLC

EXHIBIT A
SCOPE OF WORK

1. Any project-based work as assigned by the Town Manager.

2. As assigned, prepare feasibility and technical review comments and enter said comments into the Town's Citizen Serve software (login to be provided by Town), prepare formal statements of entitlement projects.

3. Upon request, provide expert knowledge and opinions on general and /or specific water-related questions.

4. Provide compliance assistance on reporting requirements with state and federal agencies related to water resources and quality.

5. Provide guidance and consulting advice on the protection and potential expansion of the Town's water rights and entitlements.

6. Perform project review of water resources, rights and related applications, as assigned, at the discretion of the Town.

7. As requested by Town, attend and participate in site visits, meetings, and hearings as a representative of Town and act in furtherance of the Town's best interests.

8. Perform such other duties, projects, activities, and coordination with third parties as the Town may request from time to time.

EXHIBIT B
CONSULTANT'S KEY PERSONNEL

KEY PERSONNEL:

Mark A. Holms, P.G.

EXHIBIT C
PAYMENT SCHEDULE

A. Compensation

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

2. Consultant shall be paid for his services at an hourly rate of $39.98 per hour, with an average of 19 hours worked per week. Consultant's fees for services performed under this Agreement shall not exceed $39,500 unless otherwise agreed in writing by Town and Consultant.

B. Method of Payment

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

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

EXHIBIT D
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN [ ]
CONSULTANT [ ]
OTHER [ ]

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

CHANGES: The Agreement is changed as follows:

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

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____ _____
Consultant Town of Chino Valley
By _____ By _____

Date _____ Date _____

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the Covenant of Purpose and Use by the Town of Chino Valley for the benefit of the United States Department of Commerce, Economic Development Administration related to the Old Home Manor Industrial Park. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve the Covenant of Purpose and Use by the Town of Chino Valley for the benefit of the United States Department of Commerce, Economic Development Administration.

SITUATION AND ANALYSIS:

In 2015 the Town of Chino Valley was awarded a grant for $1,600,074 to construct water, sewer and roadway infrastructure improvements to the Old Home Manor Industrial Park.

Now that the project is complete the EDA is requesting the Town approve the attached Covenant of Purpose and Use.

The Covenant will record that the Industrial Park Property must be used for the next 20 years for purposes consistent with industrial and business operation and consistent with the grant application and reward and consistent with all the other conditions of the Covenant of Purpose and Use.

Fiscal Impact

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

Attachments

Covenant of Purpose and Use

When recorded please return to:

Jami Lewis, Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

COVENANT OF PURPOSE AND USE

This Covenant of Purpose and Use ("Covenant") dated this _____day of _____, 2018, is made by Town of Chino Valley ("Owner") for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, NW, Washington, DC 20230 with a regional office at The Jackson Federal Building, 915 Second Ave., Seattle, WA 98174 ("EDA"):

RECITALS:

WHEREAS, pursuant to the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) ("PWEDA"), Owner applied to, received and accepted from EDA a Financial Assistance Award dated August 24, 2015 ("Award"), in the amount of one million six hundred thousand seventy-four Dollars ($1,600,074) ("EDA Award Amount") for EDA Award No. 07-01-07213; and

WHEREAS, the Award is subject to certain terms and conditions pursuant to which Owner agreed to comply with, *inter alia*, the applicable requirements of EDA's regulations at 13 C.F.R. Chapter III and 2 C.F.R. Part 200; and

WHEREAS, pursuant to the application submitted by Owner requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application ("Grant Application") and pursuant to the Award, the EDA Award Amount is to be used for the purpose of financing the acquisition of and/or improvements to infrastructure that will benefit the real property described in "Exhibit A," attached hereto and made a part hereof (the "Benefitting Property"); and

WHEREAS, The Benefitting Property was identified in the Grant Application as Old Home Manor Industrial Park and is an area for future industrial and business development promoting economic growth; and

WHEREAS, 20 years from the recording of this Covenant is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the EDA funded infrastructure improvements; and

WHEREAS, the Award provides, *inter alia*¸ that the Benefitting Property will be used consistent with the Award and Grant Application and will not be used for purposes other than, or different from, the industrial and business operation purposes identified in the Award and the Grant Application made by Owner ("Project Purposes"), such use being prohibited by 13 C.F.R. Part 314 and by 2 C.F.R. Part 200; and

WHEREAS, in accordance with PWEDA, an authorized purpose of the Award is to develop land in order to lease or sell the land for a specific use, such lease or sale of the Benefitting Property or a portion thereof is permitted if the benefiting Property continues to be used for Project Purposes and the lease or sale is for adequate consideration; and

WHEREAS, Owner of the Benefitting Property agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of all or part of the Benefitting Property.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to ensure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Owner consistent with the Project Purposes, Owner hereby covenants and agrees as follows:

1. COMPLIANCE WITH AWARD AND REGULATIONS

Owner shall comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 C.F.R. Part 200.

2. OWNERSHIP.

Owner hereby represents and warrants that it holds good title to the Benefitting Property.

3. RESTRICTIONS DURING ESTIMATED USEFUL LIFE

For the Estimated Useful Life set forth above (i.e., 20 years from the date of recording of this Covenant), the Benefitting Property must be used consistent with the Project Purposes of industrial and business operations and consistent with the Grant Application and Award, including but not limited to the environmental requirements and restrictions on religious use and discriminatory practices. Any sale, lease, transfer, or conveyance of the Benefitting Property must be for adequate consideration as defined in 13 C.F.R. § 314.1.

4. LEASE OF BENEFITTING PROPERTY

The Grant Application provides for and the Award authorizes Owner to lease the Benefitting Property. Each lease arrangement shall be consistent with the Award, Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which the Benefitting Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and the lease is for adequate consideration, as defined in 13 C.F.R. § 314.1.

5. PROJECT PURPOSES OF BENEFITTING PROPERTY

Owner further covenants that in the event the Benefitting Property is used for purposes other than the Project Purposes or inconsistent with the Award, Grant Application, or this

Covenant, Owner will compensate the Federal Government in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA, such amount being: (a) EDA's pro-rata share of the fair market value of the infrastructure supporting the Benefitting Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of grant funds actually disbursed.

6. INDEMNIFICATION

To the extent permitted by law, Owner agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Benefitting Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Owner or any of its predecessors (other than the Federal Government or its agents) on the Benefitting Property. *See also* 13 C.F.R. § 302.19 ("Indemnification").

7. INSPECTION

EDA may make or cause to be made reasonable entries upon and inspection of Benefitting Property by EDA or an authorized representative of EDA.

8. FOREBEARANCE NOT A WAIVER

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

9. RELEASE

So long as the possession and use of the Benefitting Property has been only for the Project Purposes, then after the Estimated Useful Life of 20 years this Covenant may be released.

10. GOVERNING LAW; SEVERABILITY

This Covenant shall be governed by applicable federal law, if any, and if there is no applicable federal law, by the laws of the State of Arizon, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

11. RECORDING COVENANT AGAINST TITLE

Pursuant to 13 C.F.R. part 314, Owner further agrees that Owner shall execute and place on record against the title to the Benefitting Property, this Covenant. Owner shall furnish EDA with the original, recorded Covenant as executed or a certified copy. Owner further agrees that whenever the Benefitting Property is sold, leased or otherwise conveyed pursuant to 13 C.F.R.

Part 314, Owner or transferor shall add to the document conveying such interest in and to the real estate an express reference to this Covenant whereby the purchaser or tenant expressly accepts and agrees to be bound by this Covenant. A copy of the document conveying such interest shall be sent to the EDA Seattle Regional Office within a reasonable time after execution.

12. RESTRAINT ON TITLE

It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Benefitting Property.

13. COVENANT RUNS WITH LAND

This Covenant shall run with the land.

14. AUTHORITY TO EXECUTE COVENANT

Owner represents and warrants to and covenants with EDA that Owner has been duly authorized by Owner's governing body by all necessary action and has received all necessary third party consents to enter into this Covenant.

IN WITNESS WHEREOF, Owner has hereunto set its hand as of the day first written above by its duly authorized officer.

OWNER

_____

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of _____, 2018, before me personally appeared _____, Owner of the property described on Exhibit A, and who executed and acknowledged the foregoing Covenant of Use and Purpose.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

Exhibit A

Property Description

(attached)

Old Home Manor Industrial Park Legal Descriptions

Parcel No.: 306-02-001J
The Northeast Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Parcel No.: 306-02-001L
The Northwest Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Parcel No.: 306-02-001N
The Southwest Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Parcel No.: 306-02-001S
The Northeast Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

Parcel No.: 306-02-001U
The Northwest Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 07/24/2018

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 26, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Attachments

June 26, 2018 minutes

D R A F T

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

TUESDAY, JUNE 26, 2018
6:00 P.M.

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 26, 2018.

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

Staff Present: Town Manager Cecilia Grittman; Town Attorney Andrew McGuire (electronically); Economic Development Project Manager John Coomer; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Associate Planner Alex Lerma; Community Services Director Scott Bruner; Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

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

Craig Brown, Yavapai County District 4 Supervisor, and Chair of the Central Yavapai Metropolitan Planning Organization, spoke about applying for a BUILD grant for $20-$25 million to address projects in Yavapai County, including the Town's Road 1 North signal and highway improvements from Perkinsville Road to Road 5 North.

Anita DeMello and Mary Racchio spoke about a dance being held at the Senior Center on June 28.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Croft spoke about the 2018 Frontier Days rodeo parade on June 30.

Vice-Mayor Turner spoke about the Town's Fourth of July celebration. Community Services Director Scott Bruner spoke about the precautions being taken with regard to fireworks fire safety.

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

Ms. Grittman reported on:

- The new Bailiff position and a letter of commendation from the Court regarding Police Lt. Vince Schaan's assistance with training the new employee.
- Upcoming Council meetings.

Community Services Director Scott Bruner reported that the Yavapai Trails Association received a $10,000 grant to pay for a 10-year state land lease to allow connection between the Town's and Prescott's portion of the Peavine Trail.

6) CONSENT AGENDA

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

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

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to appoint applicants to fill vacancies on the Board of Adjustment, Public Safety Retirement Board, Industrial Development Authority, Municipal Property Corporation, Parks and Recreation Advisory Board, Senior Center Advisory Board, and Roads and Streets Committee. (Jami Lewis, Town Clerk)

b) Consideration and possible action to accept the June 12, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

a) Consideration and possible action to adopt Ordinance 18-850, rezoning 6.85 acres of real property generally located approximately 1,400 feet west of State Route 89 and 620 feet south of West Road 2 North at 740 West Road 1 North, from MR-1 (Multiple Family Residential-1 acre minimum) zoning district to MR-1 PAD (Multiple Family Residential-1 acre minimum) zoning district with a Planned Area Development Overlay zoning district to modify the density development standard in the MR-1 zoning district. (Jason Sanks, Development Service Director)

Recommended Action: Postpone this item to the July 24, 2018 Town Council regular meeting.

Associate Planner Alex Lerma reported that staff was asking for a continuation to July 24. The item will be heard before the Planning and Zoning Commission on July 3 and presented to Council at its July 17 study session.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to postpone this item to the July 24, 2018 Town Council regular meeting.

Vote: 7 - 0 PASSED - Unanimously

b) Consideration and possible action to award a construction contract to Asphalt Paving and Supply, Inc. in an amount not to exceed $266,866.66 for the Chino Valley 2018 Chip Seal Program Construction Contract. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award construction contract to Asphalt Paving and Supply, Inc. in an amount not to exceed $266,866.66 for Chino Valley 2018 Chip Seal Program.

Mr. Marbury reported on this item:

- The Town received two bids, with Asphalt Paving and Supply (AP&S) being the low bid. Another contractor will be engaged to pulverize the pavements needing the double chip and Town forces will prepare the roads for the chip sealing.
- He reviewed the roads that will be receiving either single chip seal coat or double chip seal coat. AP&S's work was scheduled to begin around August 15.
- Staff recommended awarding the bid to AP&S.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to award construction contract to Asphalt Paving and Supply, Inc. in an amount not to exceed $266,866.66 for Chino Valley 2018 Chip Seal Program.

Vote: 7 - 0 PASSED - Unanimously

c) Public Hearing and consideration and possible action to adopt Resolution No. 18-1126 adopting a Final Budget for fiscal year 2018/2019, and proposed expenditure limitation for the same year, in the amount of $ 24,525,200. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing; and (2) Adopt Resolution No. 18-1126 adopting a Final Budget and proposed expenditure limitation for fiscal year 2018/2019 in the amount of $24,525,200.

Town Attorney McGuire commented that the public hearing for this item could be held, but Resolution 18-1126 could not be adopted because of an odd law that required the final budget to be adopted in a "special meeting." Because the agenda did not contain a "special meeting" section that would meet the statutory requirement, Resolution 18-1126 must be brought back at a later "special" meeting for approval; he anticipated it would be July 17th.

MOVED by Mayor Darryl Croft, seconded by Vice-Mayor Lon Turner to open the public hearing.
Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Mayor Darryl Croft, seconded by Vice-Mayor Lon Turner to close the public hearing.
Vote: 7 - 0 PASSED - Unanimously

d) Public Hearing and consideration and possible action to adopt Resolution No. 18-1125, adopting the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2018/2019, which shall constitute the budgets of the Districts for fiscal year 2018/2019. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing; and (2) Adopt Resolution No. 18-1125, approving the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2018/2019, which shall constitute the budgets of the Districts for fiscal year 2018/2019.

Town Attorney McGuire commented that the public hearing for this item could be held, but Resolution 18-1125 could not be adopted because of an odd law that required the final budget to be adopted in a "special meeting." Because the agenda did not contain a "special meeting" section that would meet the statutory requirement, Resolution 18-1125 must be brought back at a later "special" meeting for approval; he anticipated it would be July 17th.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to open the public hearing.
Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to close the public hearing.
Vote: 7 - 0 PASSED - Unanimously

e) Consideration and possible action to approve Arizona Municipal Risk Retention Pool (AMRRP) as the insurance provider for Workers Compensation coverage, effective July 1, 2018.(Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve AMRRP as the Town of Chino Valley's continued provider for property and casualty coverage, and add AMRRP workers compensation coverage for fiscal year 2018/2019, effective July 1, 2018.

Ms. Kyriakakis introduced Ed Bantel, AMRRP Program Administrator, who presented on this item:

- *History:* Municipal pools started in the 1980s. AMRRP was the largest insurer of municipalities in Arizona. Chino Valley, a member since 1989, was one of the early founding members.
- *Philosophy:* The Pool provided coverage that met needs, and provided rate stability, dividends from excess funds, and proactive programs.
- *AMRRP programs:* These included claims reduction; building safety review; educational roundtables; lobbying through the League of Arizona Cities and Towns; and brokered coverage for items not covered by AMRRP.
- *Member benefits:* These included programs related to personnel assistance; EEOC/ACRD; land use; human resources; safety; intergovernmental agreements; law enforcement; employee injury; and property appraisal.

Council asked why staff was recommending this change now. Ms. Kyriakakis explained that:

- The Town had not gone out for bid in many years. Staff had wanted to use AMRRP before for Workers Comp, but the cost had been higher than Copperpoint, the Town's current provider. AMRRP recently started bundling and their bid was $1,000 under Copperpoint's and offered a 15% permanent discount on premiums Without bundling, AMRRP's coverage would be $30,000 higher.
- AMRRPs customer service, experience, knowledge, and turnaround was topnotch.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to approve AMRRP as the Town of Chino Valley's continued provider for property and casualty coverage, and add AMRRP workers compensation coverage for fiscal year 2018/2019, effective July 1, 2018.

Vote: 7 - 0 PASSED - Unanimously

f) Consideration and possible action to approve increasing the Mayor's annual compensation to $6,000, to be paid in 12 consecutive monthly installments of $500, and to approve increasing each Councilmember's annual compensation to $3,600, to be paid in 12 consecutive monthly installments of $300, with the first installment being paid at the beginning of a Mayor's new term and a councilmembers new term. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve Resolution 18-1124, repealing Resolution 16-1088 dated July 26, 2016, and fixing and setting the compensation of Mayor and Councilmembers at $6,000 per year and $3,600 per year, respectively, which shall become effective at the beginning of a new term.

Mayor Croft reported that he requested this item as a possible incentive to get some younger folks on Council.

Councilmember Mendoza, Vice-Mayor Turner, and Councilmember Lane did not disagree with the reason behind the proposal, but they were not comfortable giving themselves a raise, since they were currently running for office unopposed. They did support giving the mayor a raise, though, due to the time he invested.

Ms. Kyriakakis reported that staff last recommended an increase in July 2016. Prior to that, there had been no increases since 1983. The Town currently provided the lowest compensation of other communities of like population size. The proposed increase would put the Council in the 40th percentile. The increase would not go into effect until the Council's new terms started.

Public Comment:

- Ron Romley, a former councilmember and vice-mayor, stated that he understood how councilmembers felt about giving themselves a raise, but they were deserving of the compensation for their work in the community.
- Craig Brown, County Supervisor, spoke about the county having the same issue with elected constables. He supported elected officials being compensated due to the grief they received and their participation in events, often paying out of their own pockets.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to approve Resolution 18-1124, repealing Resolution 16-1088 dated July 26, 2016, and fixing and setting the compensation of Mayor and Councilmembers at $6,000 per year and $3,600 per year, respectively, which shall become effective at the beginning of a new term.

Vote: 4 - 3 PASSED

NAY: Vice-Mayor Lon Turner
Councilmember Annie Lane
Councilmember Corey Mendoza

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to go into executive session at 6:45 p.m.

Vote: 7 - 0 PASSED - Unanimously

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

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:18 p.m. and reported that Council gave direction to staff and will continue discussions with Prescott.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Annie Lane to adjourn the meeting at 7:19 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of June, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 24th day of July, 2018.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.a.**

Meeting Date:	07/24/2018
Contact Person:	Jason Sanks, Development Services Director
	Phone: 928-636-2646 x-1217
Department:	Development Services
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Generally located approximately 1,400 feet west of State Route 89 and 620 feet south of West Road 2 North at 740 West Road 1 North, Chino Valley, AZ 86323.

AGENDA ITEM TITLE:

WITHDRAWN REQUEST - (Brook Apartments) Rezone of 6.85 acres of real property generally located approximately 1,400 feet west of State Route 89 and 620 feet south of West Road 2 North at 740 West Road 1 North, from MR-1 (Multiple Family Residential-1 acre minimum) zoning district to MR-1 PAD (Multiple Family Residential-1 acre minimum) zoning district with a Planned Area Development Overlay zoning district to modify the density development standard in the MR-1 zoning district. (Jason Sanks, Development Service Director)

RECOMMENDED ACTION:

There is no recommendation: the applicant has officially withdrawn the application.

Fiscal Impact

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

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Alex Lerma, Associate Planner
	Phone: 928-626-4427 x-1295
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Located approximatley 150 feet east of the southeast corner of East Perkinsville Road and Salida de Sol at 1821 East Perkinsville Road.

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 18-851, rezoning 8.7 acres of 15.8 acres of real property, Assessor's Parcel No. 306-18-013C, located approximately 0.75 miles east of the southeast corner of North Road 1 East and East Perkinsville Road at 1821 East Perkinsville Road, from AR-5 (Agricultural Residential-5 acre minimum) to SR-1 (Single Family Residential-1 acre minimum). Owner/Applicant: David and Candy Rotering. (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission recommend that Town Council adopt Ordinance 18-851 to rezone 8.7 acres of a 15.8 acre site from AR-5 (Agricultural Residential-5 acre minimum) to SR-1 (Single Family Residential-1 acre minimum).

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

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

Attachments

Rotering Staff Report
ORD 18-851 - Rotering Rezoning

TOWN COUNCIL
STAFF REPORT

APPLICATION SUMMARY

File Number:	Z18-000009
Assessor's Parcel Number:	306-18-013C
Site Location:	Located approximately 150 feet east of the southeast corner of East Perkinsville Road and Salida del Sol at 1821 East Perkinsville Road.
Property Owners:	David and Candy Rotering
Applicants:	David and Candy Rotering
Request:	Request to rezone 8.7 acres of a 15.8 acre site from AR-5 (Agricultural Residential-5 acre minimum) to SR-1 (Single Family Residential- 1 acre minimum).

SITE DATA

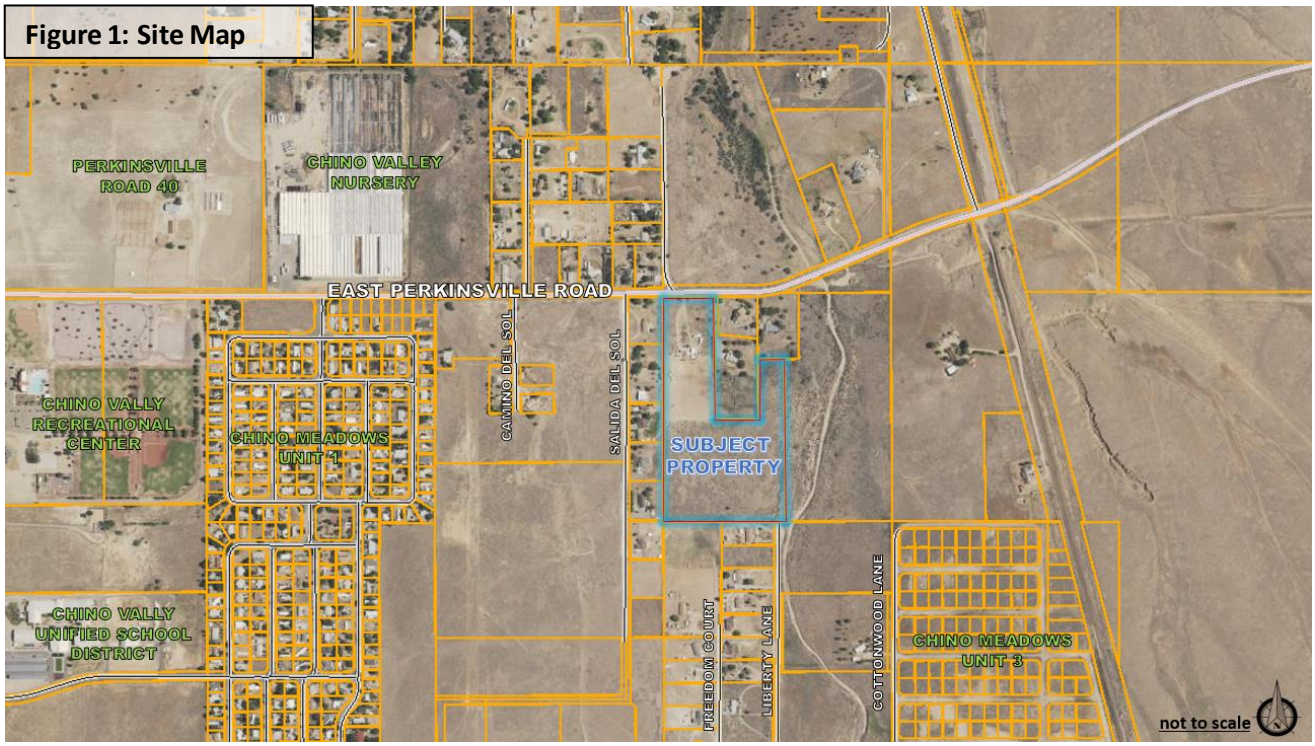
Existing Zoning	AR-5 (Agricultural Residential-5 Acre Minimum)
Lot Size	15.87 acres (approx. 691,297 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less)
Existing Land Use	Single Family Residence with accessory structures

BACKGROUND

SITE DESCRIPTION

The subject property is located approximately 100 feet east of the southeast corner of East Perkinsville Road and Salida del Sol at 1821 East Perkinsville Road. The property is currently accessed through East Perkinsville Road. The site has a zoning classification of AR-5 (Agricultural Residential-5 Acre Minimum) under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Medium Density Residential (2 acres or less) under the Town of Chino Valley General Plan Potential Land Use Map. Existing improvements on the property include an accessory structure. **See Figure 1.**

Figure 1: Site Map



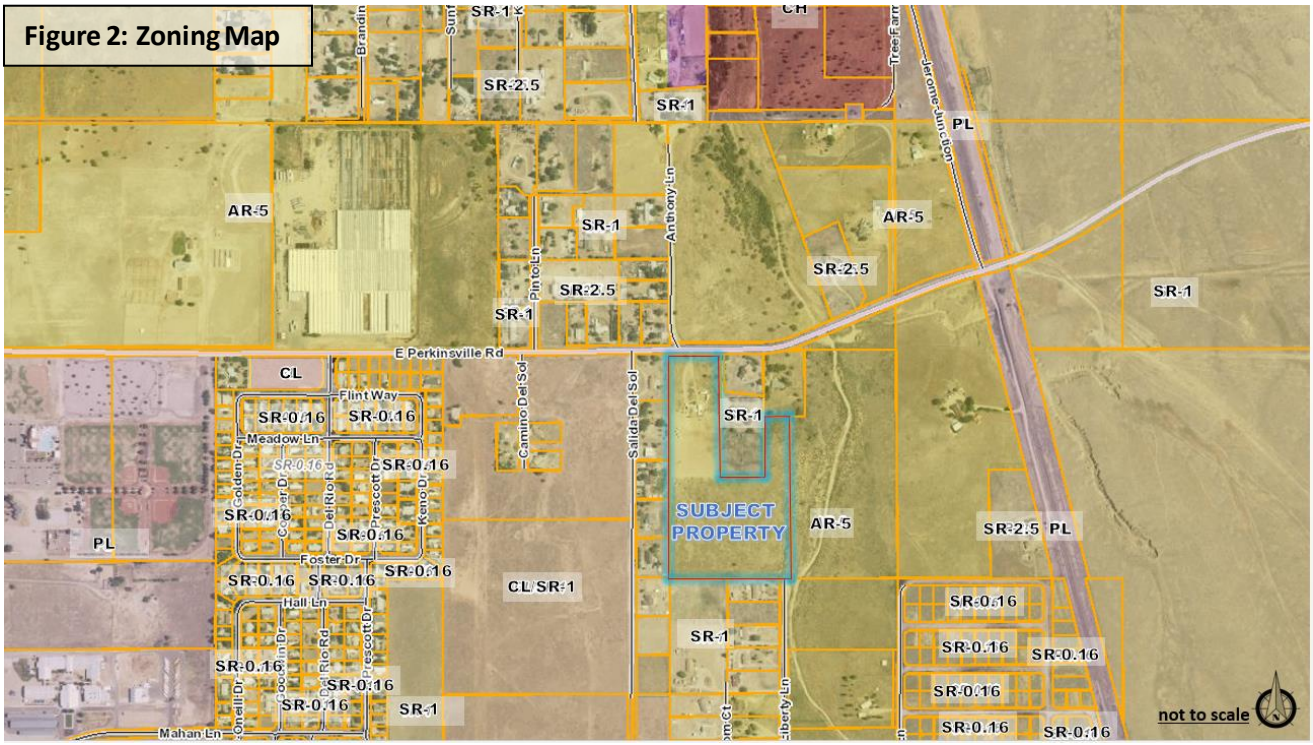
SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly low/medium density single family residential. The properties directly north are zoned SR- 2.5 (Single Family Residential- 2.5 Acre Minimum) and SR-1 (Single Family Residential- 1 Acre Minimum) with single family residential homes and vacant land. To the west, properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum) and CL/SR-1 (Commercial Light/Single Family Residential- 1 Acre Minimum) with single family residential homes and vacant land. Further west is the Chino Meadows Unit 1 Subdivision with a SR-0.16 (Single Family Residential- 7,000 sq. ft. Minimum) classification. Directly south, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and SR-1 (Signal Family Residential- 1 Acre Minimum) with single family residential homes and vacant lots. To the east of the subject parcel, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and SR-0.16 (Single Family Residential- 7,000 sq. ft. Minimum) with Chino Meadows Unit 3 Subdivision. **See Figure 2**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	SR-2.5, SR-1	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant
West	SR-1, CL/SR-1, SR-0.16	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant Land, Chino Meadows Unit 1 Subdivision
South	AR-5, SR-1	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant

East	AR-5, SR-0.16	Medium Density Residential (2 ac or less)	Vacant, Chino Meadows Unit 3 Subdivision

Figure 2: Zoning Map



PROJECT DESCRIPTION

The property is currently being used as a non-profit animal rescue and for the sale of hay. The applicant is requesting to rezone 8.7 acres of a 15.8 acre site from AR-5 (Agricultural Residential- 5 acre minimum) to SR-1 (Single Family Residential- 1 acre minimum) If the applicant is successful in receiving the approval of the request zone change, they intend to subdivide the 8.7 acres. **See Figure 3.**

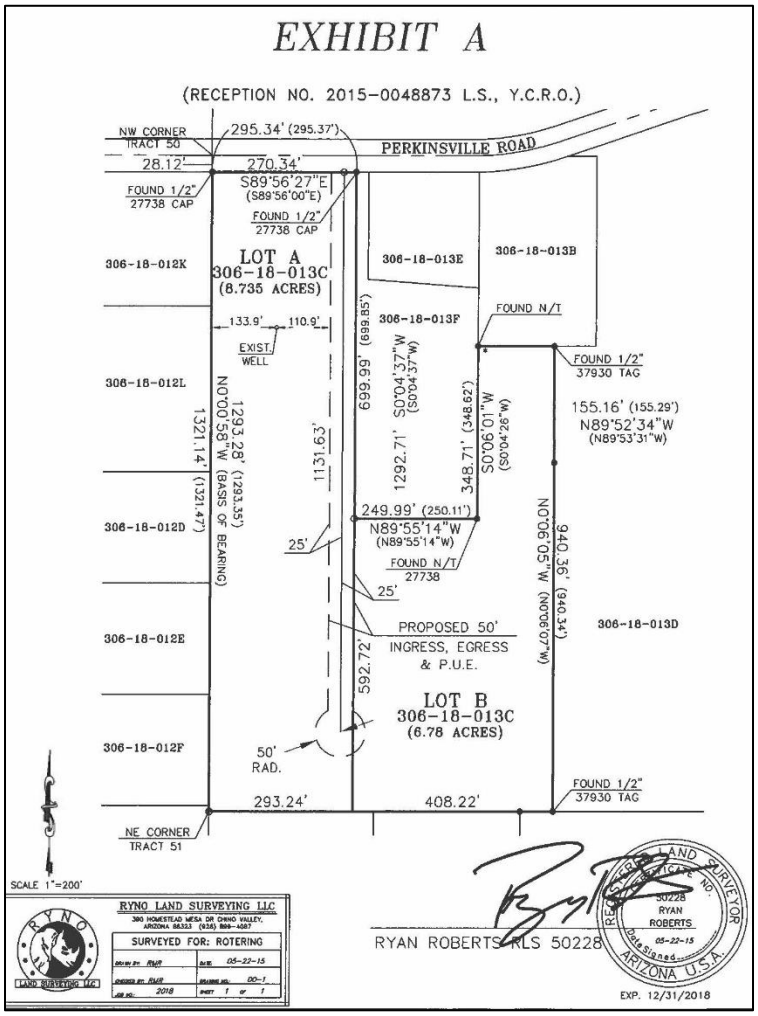
PUBLIC REVIEW & HEARING PROCESS

Town Staff notified property owners within a 300' radius, resulting in twenty-two (22) notices of the neighborhood meeting and public hearings. Property owners received information regarding the applicant request for a zone change. To date, Staff has not received any calls from a neighbor regarding the project.

The neighborhood meeting was held on June 27, 2018 at Town Hall. The neighborhood meeting had no attendees.

The item went before the Planning and Zoning Commission on July 3, 2018. Staff gave a brief history of the site and its current uses. Staff explained that the applicant wanted to rezone a portion of the property, 8.7 acres specifically, to SR-1 zoning district and leave the rest of it to AR-5 zoning district to continue the use of the animal rescue and the sale of hay. The Chair nor the Commissioners had any questions or issues regarding the applicants request for a zone change.
The Commission forwarded a recommendation of approval to Town Council. Vote: **7-0 Passed-Unanimously**

Figure 3: Land Survey



STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

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

ZONING

The parcel's current AR-5 zoning is intended to promote and preserve low-density single-family residential and agricultural development. The district's regulations and development standards are designed to protect the single-family residential and agricultural character of the district and to prohibit all

incompatible activities. Development patterns in the general surrounding area show that properties that were once low-density single-family residential and agricultural have transitioned into medium-density single-family residential properties – including the properties directly west and south of the subject property. The applicant's request for a SR-1 zone change will be supported by the same zoning district identified to the north, west and south of the subject property. The regulations and property development standards of the SR-1 zoning district will protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend that Town Council approve Ordinance 18-851 to rezone 8.7 acres of a 15.8 acre site from AR-5 (Agricultural Residential- 5 acre minimum) to SR-1 (Single Family Residential- 1 acre minimum) for APN 306-18-013C.

ORDINANCE NO. 18-851

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 15.87 ACRES OF REAL PROPERTY GENERALLY LOCATED APPROXIMATELY 150 FEET EAST OF THE SOUTHEAST CORNER OF EAST PERKINSVILLE ROAD AND SALIDA DEL SOL, AT 1821 EAST PERKINSVILLE ROAD, FROM 15.87 ACRES OF AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO REZONE 8.7 ACRES OF THE 15.87 ACRE SITE TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM), ZONING DISTRICT.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley Official Zoning Map for a ±15.87 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to rezone 8.7 acres of the 15.87 acre site to SR-1 (Single Family Residential – 1 acre minimum); and

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

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

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

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

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

Section 1. The recitals above are incorporated as if fully set forth herein.

Section 2. The Official Zoning Map is hereby amended for property consisting of approximately 15.87 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, to rezone 8.7 acres of the 15.87 acre site from AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum) zoning district.

Section 3. The Property described in Section 2 above shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of July, 2018 by the following vote:

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 18-851 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on July 24, 2018, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 18-851

[Legal Description]

See following pages.

Parcel A

±8.74 ACRES

All that portion of Tract 50, Section 14, Township 16 North, Range 2 West of Gila and Salt River Base and Meridian in Yavapai County, more particularly described as follows.

Commencing at the Northwest corner of Tract 50;

Thence South 00°00'58" East, a distance of 28.12 feet TO the point of beginning;

Thence South 89°56'27" East, a distance of 295.34 feet;

Thence South 0°04'37" West, a distance of 1292.71 feet;

Thence South 89°56'49" West, a distance of 293.24 feet;

Thence North 00°00'58" West along the Basis of Bearing, a distance of 1293.28 feet to THE POINT OF BEGINNING.

CONTAINING 8.74 ACRES MORE OR LESS.

RESERVING, SUBJECT TO and TOGETHER WITH a 50.00 foot INGRESS, EGRESS and PUBLIC UTILITY EASEMENT laying 25.00 feet on each side of the following described centerline;

Commencing at the Northwest corner of Tract 50;

Thence South 00°00'58" East, a distance of 28.12 feet

Thence South 89°56'27" East, a distance of 270.34 feet to THE POINT OF BEGINNING.

Thence South 0°04'37" West, a distance of 1131.63 feet to the center of a Cul-De-Sac having a Radius of 50.00 feet and THE END OF THIS EASEMENT;

RESERVING, SUBJECT TO and TOGETHER WITH all easements of record.

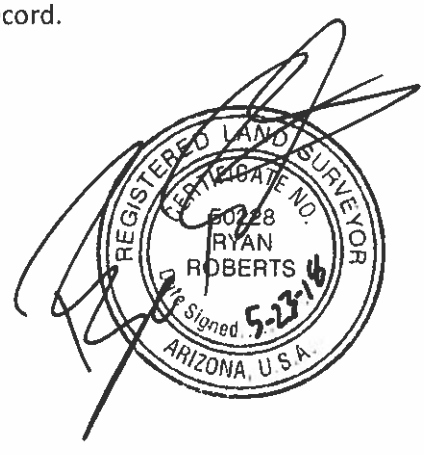
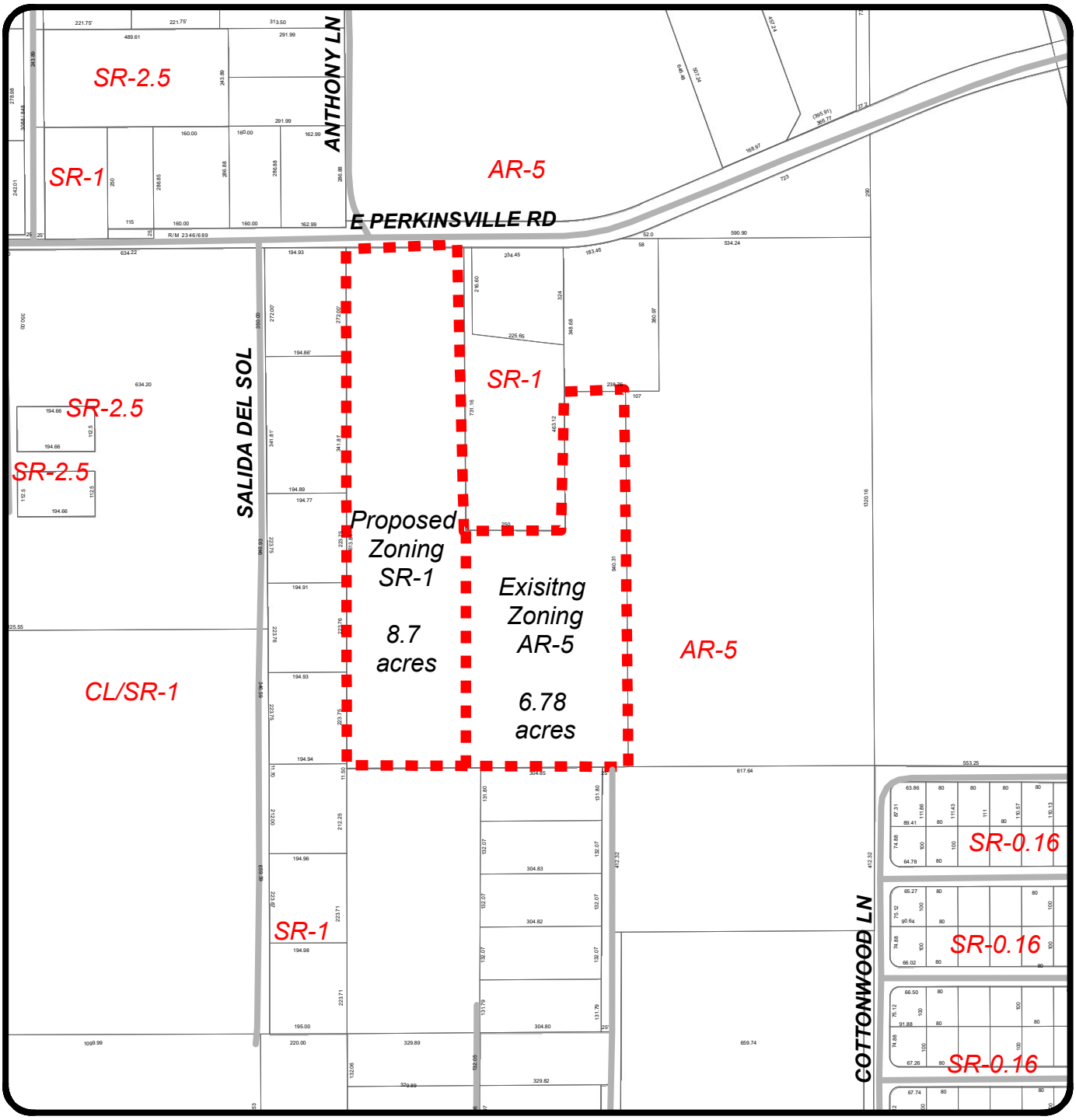


EXHIBIT 2
TO
ORDINANCE NO. 18-851

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



Z18-000009: Rotening

Subject Property

Applicant: David & Candy Rotering

Request: Rezone 8.7 acres of the 15.8 acres from AR-5 (Agricultural Residential- 5 acre minimum) to SR-1 (Single Family Residential- 1 Acre Minimum)

Location: 1821 E. Perkinsville Road, Chino Valley, AZ, 866323
APN- 306-31-005C

N

Not to Scale

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	07/24/2018
Contact Person:	Alex Lerma, Associate Planner
	Phone: 928-626-4427 x-1295
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Located appormimatley .25 miles north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89.

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit (CUP18-005) to allow a food truck court on CL (Commercial Light) zoned property, 1.38 acres of real property, Assessor's Parcel No. 306-23-057, located approximately 0.25 miles north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89. Owner: 246 Holdings, LLC; Applicant: Bruce Eldredge. (Jason Sanks, Development Service Director)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission recommend that Town Council approve a Conditional Use Permit (CUP18-004) for APN 306-23-057 to allow a food truck court on a CL (Commercial Light) zoned district, subject to the following conditions:

1) All food trucks shall be located in the designated food truck court area shown on site plan.
2) Food trucks shall be limited to up to three (3) food truck subject to Development Services site plan approval.
3) Trash and recycle receptacles shall be provided on site, and must be emptied and maintained.
4) Paved access shall be provided between the parking area and the food truck court.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

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

Attachments

Eldredge Site Plan
Eldredge Staff Report
Eldredge CUP Letter (Draft)

PROJECT DATA	
APN:	306-23-057
Site Address:	246 North State Route 89
Site Area:	1.38 Acres (60,112 sf)
Existing Zoning:	Commercial Light
General Plan Land Use Designation:	Commercial/Multi-Family Residential
Site Improvements:	Two (2) Commercial Buildings
Parking Spaces Provides:	21 Parking Spaces
Proposed Project Description:	Conditional Use Permit To Allow A Food Truck Court In the Commercial Light Zoning District

NOT TO SCALE

TOWN COUNCIL
STAFF REPORT

APPLICATION SUMMARY

File Number:	C18-000004
Assessor's Parcel Number:	306-23-057
Site Location:	Located approximately .25 mile north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89.
Property Owner:	246 Holdings, LLC
Applicant:	Bruce Eldredge
Request:	Request for a Conditional Use Permit (CUP) to allow a food truck court on a CL (Commercial Light) zoned site.

SITE DATA

Existing Zoning	CL (Commercial Light)
Lot Size	1.38 acres (approximately 60,112 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Commercial/ Multi-Family Residential
Existing Land Use	Two (2) Office Buildings

BACKGROUND

SITE DESCRIPTION

The subject property is located approximately .25 mile north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89. The property is accessed by State Route 89. The site is identified with a CL (Commercial Light) zoning district under the Town of Chino Valley UDO (Unified Development Ordinance). The parcel has a General Plan Land Use Designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. Existing improvements on the property include a two (2) office buildings. The bigger office building is 2,140 sq. ft. in floor area with the smaller building being 1,260 sq. ft. in floor area. (**See Figure 1. Aerial Map)**

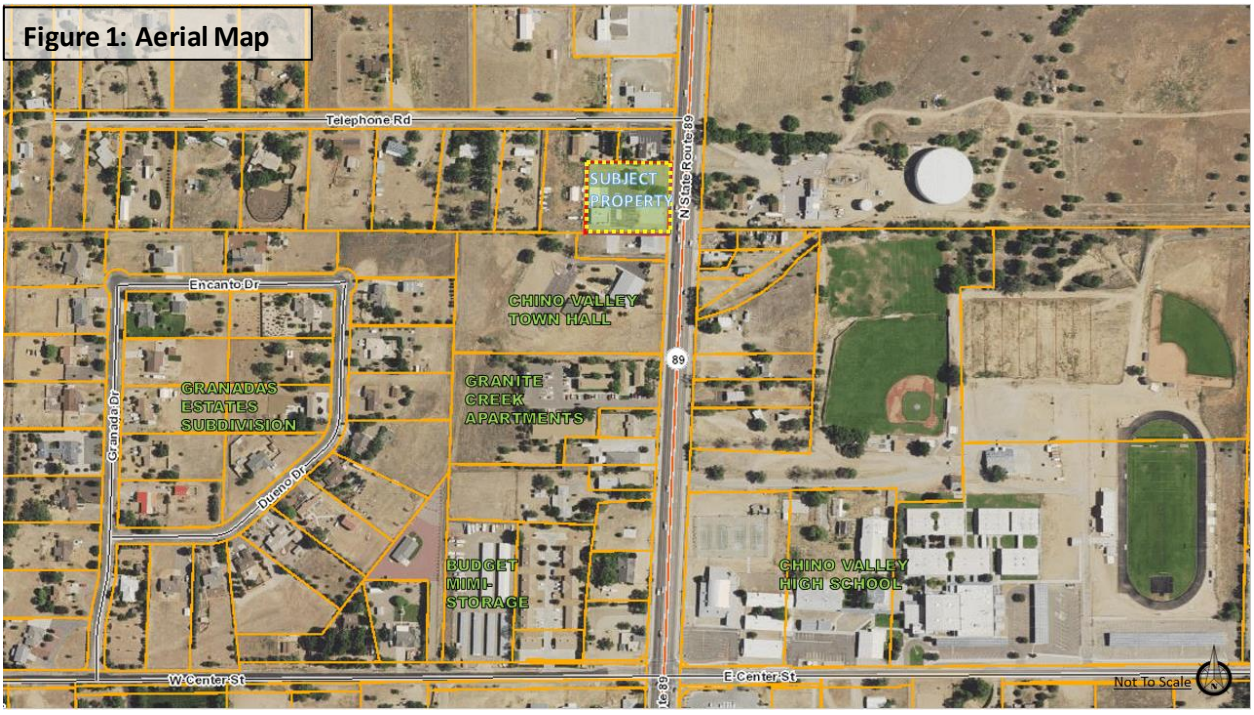


Figure 1: Aerial Map

PROJECT HISTORY

The main building on site has been used by MDI Financial Serves, offering financial assistance at this location since 2006. The other building was used as a hair salon form 2011 to 2017. Currently it is being used by Mi Phone Connection for retail. In February 14, 2018, the 5000 Food Unit applied and was issued a business license to locate on site as a mobile merchant food truck on February 14, 2018.

Mr. Eldredge, the property owner, spoke to Staff in late March of this year to inquire about locating and additional food truck on site. The location of an additional food truck on site would be considered a food court as interpreted by the Zoning Administrator and confirmed with legal counsel. In addition, Staff defines a food truck as an accessory business to the main business to the site and does not allow a second accessory business. Food trucks and food courts are not clearly defined in UDO (Unified Development Ordinance) and have become a challenge to regulate in the past.

Tiger Express Food Truck was allowed to locate on site as the second food truck on April 4, 2018 with a temporary permit which would need to be renewed every time the permit expired. The 5000 Food Unit is no longer located on site and Tiger Express Food Truck remains as the only food truck on site. Mr. Eldredge has expressed the desire to continue forward and would like to locate up to three (3) food trucks at the location on a permanent bases. Staff has directed the applicant to apply for a Conditional Use Permit.

PROJECT DESCRIPTION

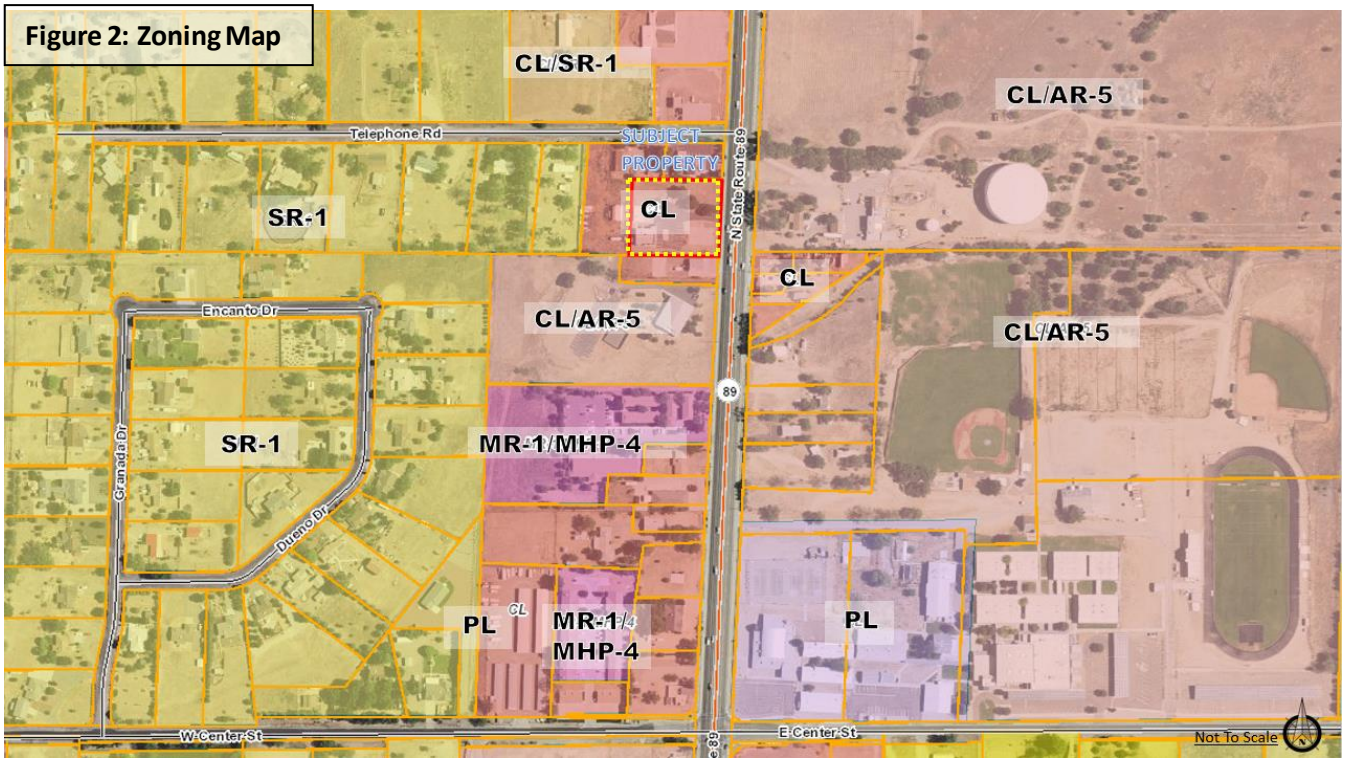
The applicant has applied for a Conditional Use Permit to allow a food court with a maximum of 3 food trailers on property zoned CL (Commercial Light). The applicant believes the site is appropriate for a food court, expressing that the site has a concrete slab with highway frontage access, power and water utilities on the slab. He has further stated that the location has secure trash cans, restrooms and adequate parking for a food court. The food trucks are not proposed to be parked in any portion of the existing parking lot. **(See Appendix A: Site Plan)**

Staff has been on site on several occasions to inspect the property. The site currently provides twenty one (21) parking spaces for the two existing commercial buildings. The parking spaces are distributed between the two buildings with the larger building with eight (8) spaces and the smaller building with six (6) spaces. The additional seven (7) spaces are provided along the concrete slab. Based on the size of the lot, the only place the makes sense to locate the food trucks would be on the concrete slab located on the front of the property. Locating the food trucks outside the concrete slab will cause interior traffic flow issues and might create safety issues.

SURROUNDING PROPERTIES ZONING AND LAND USES

The property is located on the State Route 89 commercial corridor, the area is predominantly made up of a mix of commercial and residential uses. The properties directly north have a zoning classification of CL (Commercial Light) and CL/SR-1 (Commercial Light/ Single Family Residential- 1 Acre Minimum). Directly west, properties are zoned CL and SR-1 with single family residences along Telephone Road. To the south properties are zoned CL, CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum), MR-1/MHP-4 (Multi-Family Residential- 1 Acre Minimum/ Mobile Home Park- Residential- 4 Acre Minimum) with Chino Valley Town Hall and Granite Creek Apartments to the south. To the east, across State Route 89, properties are zoned CL/AR-5 and CL with the Prescott Pump House location. **(See Figure 2: Zoning Map)**

Figure 2: Zoning Map



AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	EXISITING LAND USE
North	CL, CL/SR-1	Commercial/ Multi-Family Residential	Commercial Properties Single Family Residence

West	CL, SR-1	Commercial/ Multi-Family Residential Medium Density Residential (2 ac or less)	Commercial Properties Single Family Residence Granados Estate Subdivision
South	CL, CL/AR-5, MR1-MHP-4	Commercial/ Multi-Family Residential	Commercial Property Chino Valley Town Hall Granite Creek Apartments
East	CL, CL/AR-5	Commercial/ Multi-Family Residential	Prescott Pump House

PUBLIC REVIEW PARTICIPATION

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

The neighborhood meeting was held on May 21, 2018. At said meeting, there were no property owners in attendance. The item will go before the Planning and Zoning Commission on June 5th, 2018.

The item went before the Planning & Zoning Commission as a discussion item on June 5, 2018. Staff provided some general information on the different types of rules and regulation food trucks are enforced by in different municipalities. Staff considers a food truck an accessory use to a primary business. Several food trucks clustered together on one property are considered a food truck court, which was not currently defined in the Unified Development Ordinance, and would be considered a small business.

Most of the concerns that were brought up during the discussion are regulated and enforced by Yavapai Environmental Services, any violations will be cited by County Health, not the Town.

Planning and Zoning Commission unanimously voted for a continuation of the item for consideration and possible action to the regular July 3, 2018 Planning and Zoning Commission Meeting.

The item went before the Planning and Zoning Commission of July 3, 2018. Staff presented general information pertaining to the project and the applicant's intent to have a food court on site. Staff mentioned that one of the Commissioners raised the concern about accessibility to the proposed foot truck court area during the last meeting. Staff mentioned that they have worked with the applicant and that they would provide a paved surface to connect and smooth out the area between the parking area and the foot truck court area.

One of the other issues that was raised was the amount of food trucks allowed on site. Initially Staff recommended that no more than two food trucks be allowed on site even though the applicant was requesting three food tucks to be located in the proposed food truck court area. After further discussion, Staffed deemed that if the food trucks that would be located on site are small in nature, up to three food trucks would be subject to development services site plan approval. The Commission forwarded a recommendation of approval to Town Council with several conditions.
Vote: **7-0 Passed-Unanimously**

STAFF ANALYSIS AND RECOMMENDATION

The proposed use is not one that is well-defined in the UDO (Unified Development Ordinance). This stated, the Zoning Administrator, with the assistance of legal counsel, has determined that the closest comparable use and related entitlement path would be to seek a Conditional Use Permit for the property to allow a Food Truck Court.

The Town currently has no cluster of food trucks in town that serve as a primary use of the property – in the form of the proposed "court" with outdoor seating and potential entertainment areas in the center of the cluster. After staff review of the proposal and experience with similar facilities, we found that Food Truck Courts are very different than a typical restaurant and are not inherently the same use classification based solely on the fact that food is generated for public consumption. Restaurants are facilities where the following activities are conducted nearly entirely within an enclosed facility:

1) Food preparation with internal air handling systems
2) Patron/Employee interface for the purpose of food ordering, serving, consumption, and clean up
3) Associated refuse processing, then transported to outdoor refuse enclosures
4) Sites are stationary buildings with permanent utility connections, building setbacks, and other development standards

In our interpretation of the code that our legal counsel has reviewed and accepted, we find that a Food Truck Court use in the Light Commercial zoning district is most closely found in the Temporary Use Section, where a Temporary Use Permit is required for similar uses such as Outdoor Retail Sales and Swap Me ets. The time limit on a Temporary Use Permit cannot exceed 15 days (by Zoning Administrator Approval), but there is a provision for the Town Council to approve the Temporary Use for as long as it sees fit. An alternative to Temporary Use Permit is the Conditional Use Permit which will allow a longer duration of time for a specific use. The Conditional Use Permit is subject to discretionary approval by Council if the location and context of the site is suitable for the requested use. The Conditional Use Permit process also offers the Town Council the ability to set specific operating parameters and mitigating limits related to hours of operation, allowance of outdoor music, periodic review assessments, and so forth. This said, we believe the use is subject to the Citizen Review process and approval by Town Council – particularly since there are adjacent residential uses to the west. With assistance by legal counsel, Staff had recommended that the applicant apply for a Conditional Use Permit.

The Town currently has (3) three active business licenses for food truck, these food trucks are located within the parking lots of commercial establishments. In the past, Staff have brought a similar item to both Planning and Zoning and Town Council Study Session, at the time that applicant intentions of having a food truck court in a different located with the possibility of locating 4 to 6 independently operated food truck with live music on special occasions. During the study session the following items were discussed:

1) Noise and smells related to the semi-outdoor production of food
2) Noise generated by the outdoor purchase and consumption of food
3) Access and traffic generated by the use, with vendors coming and going on a varied basis
4) Outdoor trash receptacles and maintenance related to disposable dinnerware and food waste
5) Potential noise related to outdoor broadcast and live music related to special events.

Mr. Eldredge request for a food truck court is somewhat different in nature. Mr. Eldredge does not intend to have live music on special occasions and will be strictly dedicated to providing food. Mr. Eldredge

intends to only locate 2 to 3 food trucks on site which will be less impactful regarding noise and traffic compared to having 4 to 6 food trucks.

Based on the site visits Staff has done on site. The parking spaces (21 parking spaces) provided on site will only be sufficient enough to support the two commercial buildings and no more than two food trucks at a time. Furthermore the area designated to the food truck court will only be able to locate up to 3 food truck without the area becoming compacted. Staff recommends that no more than three (3) food trucks be located on site subject to Development Services site plan approval.

Staff and Planning and Zoning Commission recommend that Town Council approve a request for a Conditional Use Permit (CUP18-004) for APN 306-23-057 to allow a food truck court on a CL (Commercial Light) zoned district, subject to the following conditions:

1) All food trucks shall be located in the designated food truck court area shown on site plan.
2) Food trucks shall be limited to up to three (3) food truck subject to Development Services site plan approval.
3) Trash and recycle receptacles shall be provided on site, and must be emptied and maintained.
4) Paved access shall be provided between the parking area and the food truck court.

Appendix A: Site Plan

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

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

July _, 2018

Bruce Eldrege
P.O. Box 6358
Chino Valley, AZ 86323

RE: Conditional Use Permit (C18-004)
Food Truck Court in the CL zoning district

On July 24, 2018, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 1.38 acres of property located at 246 North State Route 89, as shown on Exhibits 1 (legal description) and 2 (map), which are attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit allows operation of a "food truck court" limited to no more than three (3) food trucks. The use and operation permitted by the Use Permit shall substantially conform to the Site Plan, attached hereto and incorporated herein as Exhibit 3.

This Use Permit is subject to the following conditions:

1) All food trucks shall be located in the designated "food truck court" area shown on the final site plan approved by the Town's Development Services Director or designee.
2) No more than three (3) food trucks are permitted to be operating within the approved site plan area, and no food truck shall be located outside the approved site plan area.
3) Trash and recycle receptacles shall be provided on site, and must be emptied and maintained as necessary, but no less frequently than at the end of each day food trucks are operating within the approved site plan area.
4) Paved access shall be provided between the parking area and the "food truck court."

This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including provisions related to termination and/or revocation. The effective date of this Use Permit is the date upon which the final site plan is approved by the Development Service Director or designee.

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

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

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

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

Sincerely,

Alejandro Lerma
Planner

Enclosure (Exhibits):
1. Legal Description
2. Map
3. Site Plan

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

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

Exhibit 1 – Legal Description

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

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

That portion of the Southeast quarter of Section 22, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING 460 feet South of Survey Stake in the Northeast corner of the Southwest quarter of the Northwest quarter of the Southeast quarter, lying West of pipeline road in Section 22, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County Arizona;

Thence West 300 feet to a point;

Thence South 200 feet;

Thence East 300 feet;

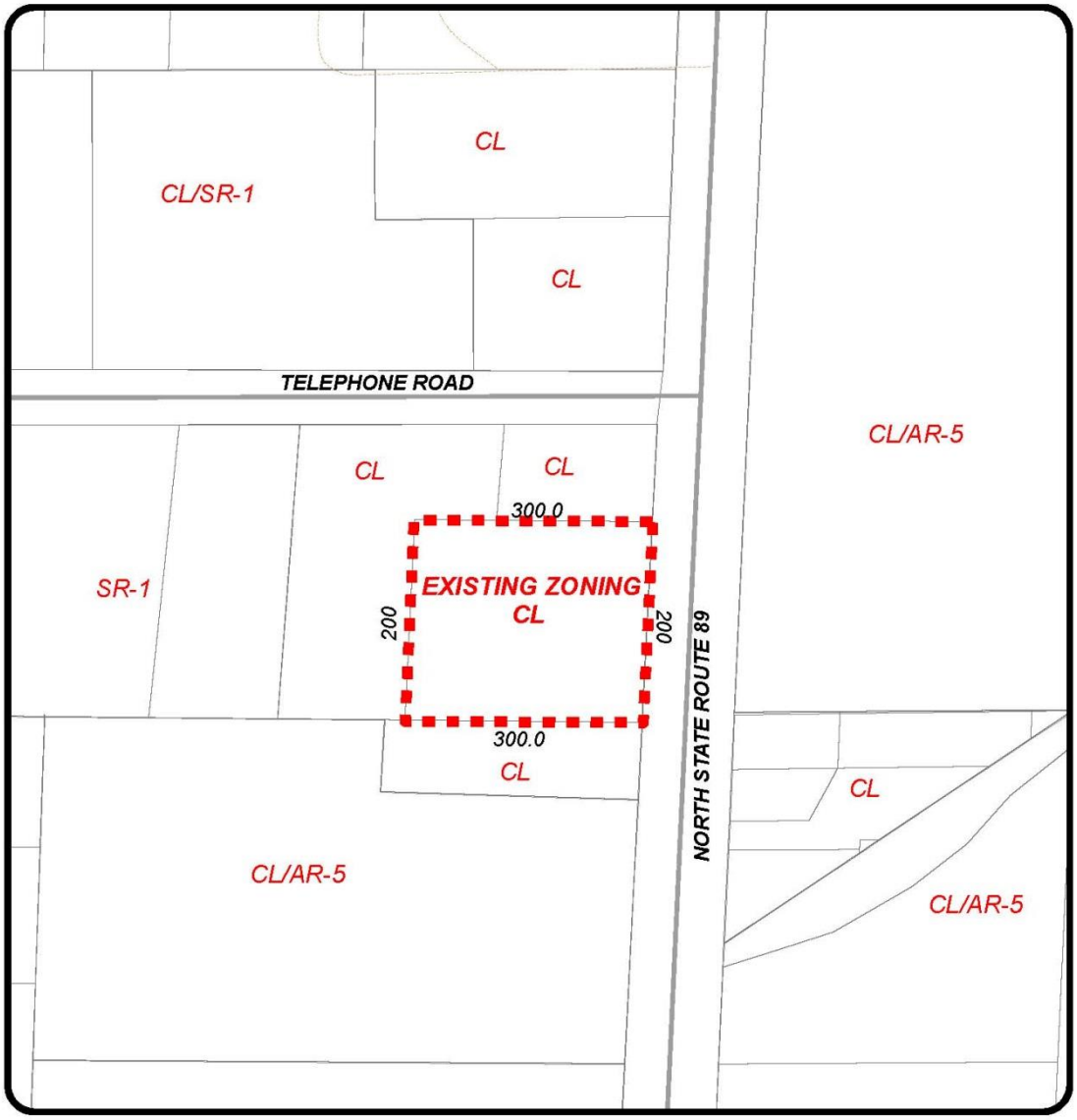
Thence North 200 feet to THE POINT OF BEGINNING.

Exhibit 2 – Map

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

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

EXHIBIT 2



Z18-00004: Eldredge Food Court

Subject Property

Applicant: Bruce Eldredge

Request: CUP to allow a food truck court

Location: 246 North State Route 89
APN- 306-23-057

N

Not to Scale

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

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

Exhibit 3 – Site Plan

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

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

Exhibit 3 – Site Plan

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.d.**

Meeting Date:	07/24/2018
Contact Person:	Alex Lerma, Associate Planner
	Phone: 928-626-4427 x-1295
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	Located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North.

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit (CUP18-005) to allow the existing single family residential use within the CL (Commercial Light) zoning district for 0.55 acres of real property, Assessor's Parcel No. 306-20-127B, located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North. Owners/Applicants: Nathan Peabody and Ana Hurtado. (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission recommend that Town Council approve a Conditional Use Permit (CUP18-005) for APN 306-20-127B to allow the existing single family residential use within the Commercial Light zoning district.

SITUATION AND ANALYSIS:

See attached Staff Report.

Fiscal Impact

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

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

Attachments

Peabody Site Plan
Peabody Staff Report
Peabody CUP Letter (Draft)

EAST ROAD 3 NORTH

NORTH ROAD 1 EAST

152.46’

152.47’

156.82’

156.89’

64.7’
Single Family
Residence
1734 sf
64.7’
26.8’
26.8’

32’
Detached
Garage
896 sf
32’
28’
28’

PROJECT DATA	
APN:	306-20-127B
Site Address:	985 East Road 3 North
Site Area:	0.55 Acres (23,958 sf)
Existing Zoning:	Commercial Light
General Plan Land Use Designation:	Commercial/Multi-Family Residential
Site Improvements:	Single Family Residence & Detached Garage
Proposed Project Description:	Conditional Use Permit to make the existing use in conformance in the CL (Commercial Light) zoning district.

NOT TO SCALE

N

TOWN COUNCIL
STAFF REPORT

APPLICATION SUMMARY

File Number:	C18-000005
Assessor's Parcel Number:	306-20-127B
Site Location:	Located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North.
Property Owners:	Nathan Peabody and Ana Hurtado
Applicants:	Nathan Peabody and Ana Hurtado
Request:	Request for a CUP (Conditional Use Permit) to allow the existing single-family residential use within the CL (Commercial Light) zoning district.

SITE DATA

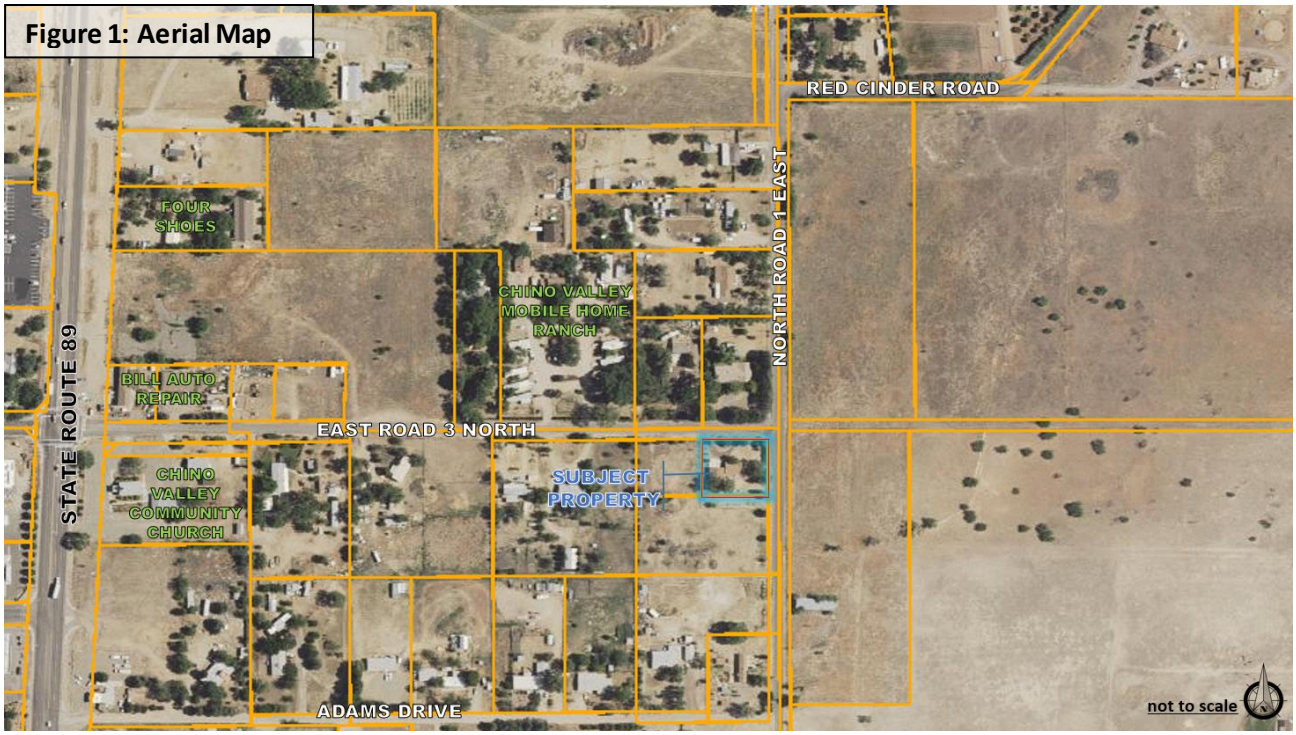
Existing Zoning	CL (Commercial Light)
Lot Size	0.55 acres (approx. 23,958 sf)
Subdivision	N/A
General Plan Land Use Designation	Commercial/ Multi-Family Residential
Existing Land Use	Single family residence w/ detached garage

BACKGROUND

SITE DESCRIPTION

The subject property is located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North. The property is accessed by East Road 3 North. The site is identified with a CL (Commercial Light) zoning classification under the Town of Chino Valley UDO (Unified Development Ordinance). The parcel has a General Plan Land Use Designation of Commercial/ Medium Density Residential under the Town of Chino Valley General Plan Potential Land Use Map. Existing improvements on the property include a 1734 sq. ft. single family residential home and a detached 896 sq. ft. garage. **(See Figure 1. Aerial Map)**

Figure 1: Aerial Map



HISTORY

The existing single family residence was constructed on site in 2000. The home was originally located on 2.20 acres. On December 15, 2005 the property owner at the time recorded a land division to the subject property creating two (2) 1.20 acre lots identified with APN 306-20-127 and 306-20-127A.

On April 27, 2006, Town Council adopted Ordinance No. 06-646 providing for the rezoning of APN 306-20-127 and 306-20-127A for SR-1 (Single Family Residential- 1 acre minimum) zoning district to CL (Commercial Light) zoning district. The effect of the rezoning converted the existing single family residential use to a legal non-conforming use.

PROJECT DESCRIPTION

The applicant has applied and has requested approval for a conditional use permit to allow the existing residence use to be in conforming in the CL (Commercial Light) zoning district. The UDO (Unified Development Ordinance) regulates a legal non-conforming use or structure from expanding in any way that enlarges or reinforces the non-conformity. Base on this regulation the property owner has not been able to do site improvements on the property. **(See Exhibit A: Site Plan)**

SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly made up of a mix of commercial and residential uses, with commercial uses abutting State Route 89. The properties directly north have a zoning classification of SR-1 (Single Family Residential- 1 acre minimum) with residential uses. Directly west, the property is zoned CL (Commercial Light) and is currently vacant. Further west, properties are zoned SR-2.5 (Single Family Residential- 2.5 acre minimum) with residential uses. To the south the property is zoned CL (Commercial Light) and is currently vacant. Further south, properties are zoned SR-1 (Single-Family Residential- 1 Acre Minimum) with residential uses. To the east properties are zoned AR-5 (Agricultural Residential- 5 acre minimum), these areas is currently vacant and undeveloped. **(See Figure 2: Zoning Map)**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	EXISITING LAND USE
North	SR-1, CL	Commercial/ Multi-Family Residential	Single Family Residence Chino Valley Mobile Home Ranch
West	SR-2.5	Commercial/ Multi-Family Residential	Single Family Residence
South	CL, SR-1	Commercial/ Multi-Family Residential	Single Family Residence
East	AR-5	Medium Density Residential (2 ac or less)	Vacant

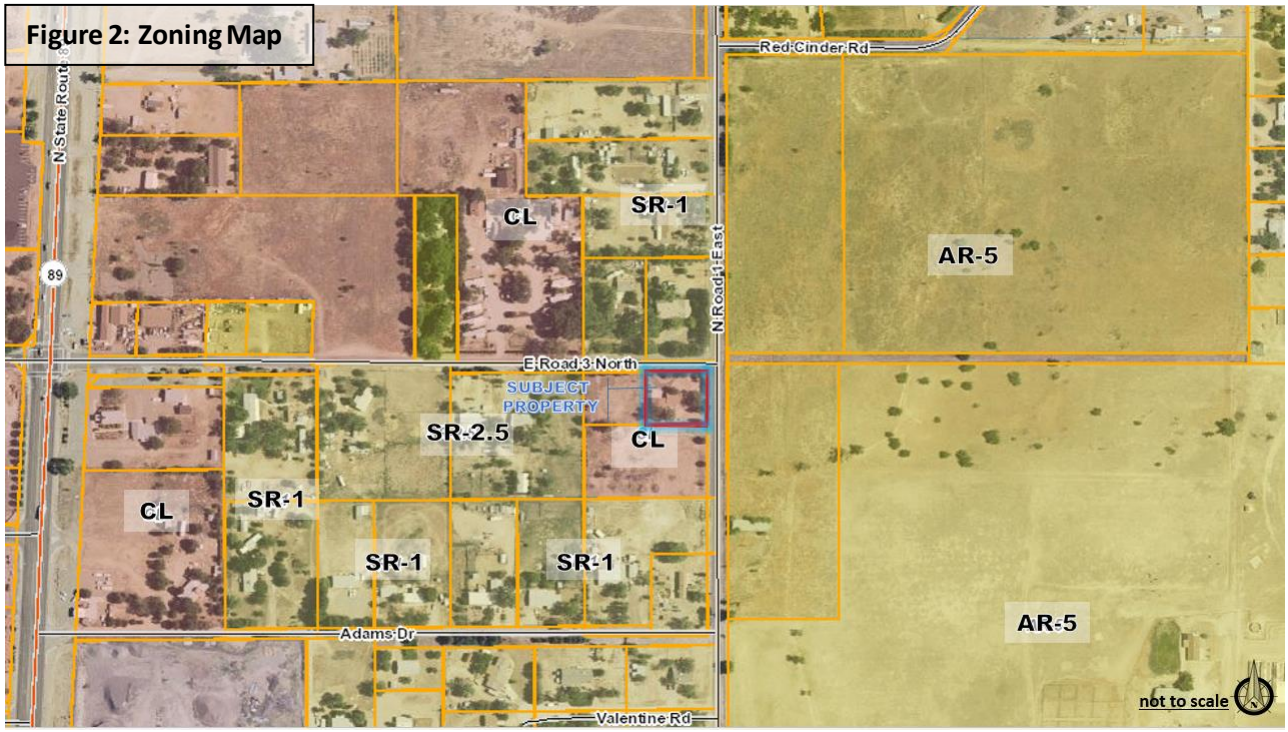


Figure 2: Zoning Map

PUBLIC REVIEW PARTICIPATION

The Town Staff notified property owners within a 300' radius, resulting in eleven (11) letters to surrounding property owners. Those owners received information regarding the applicant's request for a Conditional Use Permit to make the current residential legal non-conforming use into conformance in the Commercial Light zoning district. To date, no responses to those letters have been received by the Town. The general public also received notification with the citizens review and public review dates.

The neighborhood meeting was held on June 27, 2018 at Town Hall. The neighborhood meeting had no attendees.

The item went before the Planning and Zoning Commission on July 3, 2018. Staff gave a brief history of the site and discussed the issue of the non-conformity of the lot. Staff explained that with the

CUP will give flexibility to the property owner to expand the single family residence on the property. Staff noted that the property owner do not have any planes to create the property into a commercial property but that the current CL zoning district permits some types of commercial uses.

The Commission forwarded a recommendation of approval to Town Council. Vote: **7-0 Passed-Unanimously**

STAFF ANALYSIS AND RECOMMENDATION

Section 2.1 of the UDO (Unified Development Ordinance) defines Non-conforming use as followed:

A structure or land which was lawfully established and maintained prior to the adoption of this Ordinance, or any amendment thereto or any annexation to the Town, which does not conform to the use regulations for the district in which it is located.

The Unified Development Ordinance definition of a non-conforming use fits the criteria of the subject property, and has been identified as such for the past few years. In 2006, when the property owner received approval for a zone change on the property, he failed to concurrently apply for a Conditional Use Permit to make the single family residence into compliance within the Commercial Light zoning district. There is no documentation in the property history file to indicate that a CUP was ever filed for the property nor is there any language in Ordinance No. 06-646 that would convey that the property would be in conformance subsequent to the rezoning.

Section 4.20.D of the UDO states as followed:

No non-conforming building, use of building or use of land shall be expanded on in any way that enlarges or reinforces the non-conformity.

Based on the non-conforming use on the property, the applicant and potential buyers of the home will not be able to add onto the home as expansion of a non-conforming status is not allowed. The applicant had originally proposed that the property be rezoned to a single family residential zoning district. From a land use perspective rezoning the property to single family residential would be considered spot zoning, which would put the desired zoning at odds with adjacent zoning districts. Furthermore the desired single family residential zoning will not be in conformance with the properties General Plan land use designation of Commercial/ Multi-Family Residential. In this case a requesting for a minor General Plan map amendment just wouldn't make sense.

Section 3.15.C.1 list Single-family residence as a permitted us in the Commercial Light zoning district with a Conditional Use Permit. The Conditional Use Permit is subject to discretionary approval by Council if the location and context of the site is suitable for the requested use. The subject property is located in a residential area with single family residence to the north and west, with the property the east being zoned for residential use.

Staff and Planning and Zoning Commission recommend that Town Council approve a Conditional Use Permit (CUP18-005) for APN 306-20-127B to allow the existing single family residential use within the Commercial Light zoning district.

EXHIBIT A: Site Plan

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

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

July _, 2018

Nathan Peabody & Ana Hurtado
985 East Road 3 North
Chino Valley, AZ 86323

RE: Conditional Use Permit (C18-005)
Allowing existing single family residential use within the CL zoning district.

On July 24, 2018, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 0.55 acres of real property located on the southwest corner of North Road 1 East and East Road 3 North at 985 East Road 3 North, as shown on Exhibits 1 (legal description) and 2 (map), which are attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit permits the existing single family residential use within the CL (Commercial Light) zoning district. The existing single family residential use shall substantially conform to the Site Plan, attached hereto and incorporated herein as Exhibit 3.

This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. The effective date of this Use Permit is the date upon which Town Council approved said permit.

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

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

Sincerely,

Alejandro Lerma
Planner

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

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

Enclosure (Exhibits):
1. Legal Description
2. Map
3. Site Plan

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

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

Exhibit 1 – Legal Description

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

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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 15, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15;

THENCE SOUTH 00°09'32" WEST, ALONG THE EAST LINE OF SAID SECTION 15 A DISTANCE OF 24.93 FEET;

THENCE NORTH 89°50'28" WEST, A DISTANCE OF 25.OO FEET TO A ½" REBAR WITH CAP RLS 33872, SAID POINT OF THE TRUE POINT OF BEGINNING;

THENCE SOUTHE 00°08'54" WEST, A DISTANCE OF 156.89 FEET;

THENCE NORTH 89°39'26" WEST, A DISTANCE OF 152.47 FEET;

THENCE NORTH 00°09'16" EAST, A DISTANCE OF 156.82 FEET;

THENCE SOUTH 89°41'01" EAST, A DISTANCE OF 152.46 FEET TO THE TRUE POINT OF BEGINNING,

RESERVING UNTO THE GRANTORS, THERE HEIRS AND/OR ASSIGNS, A 25.00 FOOT EASEMENT FOR INGRESS EGRESS AND PUBLIC UTILITIES, LYING 12.50 FEET ON EACH SIDE OF, RUNNING PARELLEL WITH AND ADJOINS THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL.

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

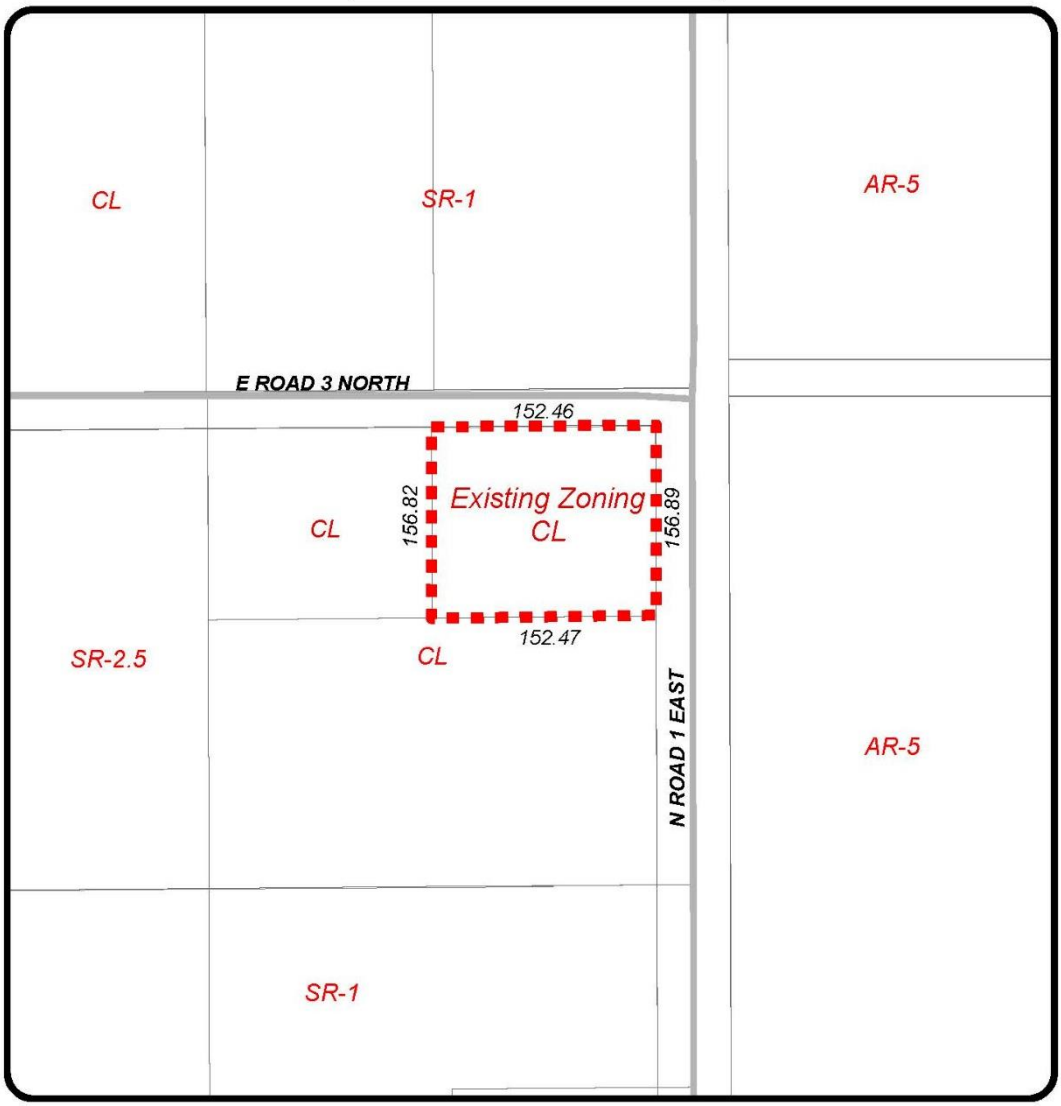
Phone number: (928) 636-4427
Fax number: (928) 636-6937
www.chinoaz.net

Exhibit 2 – Map

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

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

EXHIBIT 2



C18-0005: Peabody_Hurtado

Subject Property

Applicant: Nathan Peabody & Ana Hurtado

Request: CUP to make existing single family residance into conformance in the CL zoining district.

Location: 985 E. Road 3 North, Chino Valley, AZ. 86323
APN- 306-20-127B

N

Not to Scale

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

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

Exhibit 3 – Site Plan

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

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

Exhibit 3 – Site Plan

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.e.**

Meeting Date:	07/24/2018
Contact Person:	Frank Marbury, Public Works Director/Town Engineer
	Phone: 928-636-7140 x-1226
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed $375,579.41 for the Road 1 East Construction Project.

RECOMMENDED ACTION:

Award construction contract to Sunland Asphalt in an amount not to exceed $375,579.41 for the Road 1 East Construction Project.

SITUATION AND ANALYSIS:

Streets included in the project include:

- South Road 1 East from East Road 3 South to East Road 4 South
- South Road 1 East from East Road 4 South to East Kalinich Avenue
- East Kaliinich Avenue from South State Route 89 to South Road 1 East
- East Road 4 1/2 East from South State Route 89 to South Road 1 East
- East Gheral Brownlow Drive from South State Route 89 to South Road 1 East

The work includes crushing, sizing, and placing approximately 7,500 tons of millings that are currently located at the project site. Additional work includes the placement of a double chip seal surface with a fog seal.

The Total cost of the work is an amount not to exceed $375,579.41 as detailed in the cost proposal attached. The Contract used is an attached Cooperative Contract advertised and issued by the City of Buckeye.

Other Pertinent Documents Available Upon Request:

The complete Cooperative Purchasing Agreement with Exhibits is available for viewing on the Town website at www.chinoaz.net/AgendaCenter under the July 24, 2018 Council meeting.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5512

Available: 375,579.41

Funding Source:

As of June 30, 2018 the Town had $364,039 in remaining Road Impact Fees. The addional amount will come from the HURF Fund Road Materials Budget.

Attachments

CPA Sunland Asphalt without exhibits

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 24, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Sunland Asphalt & Construction, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Buckeye, Arizona ("Buckeye") entered into Contract No. 2014-006, dated March 4, 2014, as amended by Change Order No. 1, dated August 14, 2014, Change Order No. 2, dated June 18, 2015, Change Order No. 3, dated August 26, 2015, Change Order No. 4, dated March 17, 2016, Change Order No. 5, dated May 3, 2017, and Change Order No. 6, dated March 7, 2017 (collectively, the "Buckeye Contract"), for the Contractor to provide street maintenance. A copy of the Buckeye Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Buckeye Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the Buckeye Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Buckeye Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with street maintenance, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 13, 2019, unless terminated as otherwise provided in this Agreement or the Buckeye Contract.

2. Scope of Work. Contractor shall provide the Materials and Services under the terms and conditions of the Buckeye Contract and as more particularly set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Buckeye Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an amount not to exceed $375,579.41 for Materials and Services at the unit rates set forth in the Buckeye Contract and as more particularly set forth in the Proposal.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Buckeye Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Buckeye Contract will be subject to rejection and may be returned.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

7. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 8 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying

such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

12. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Buckeye Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Buckeye Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Buckeye Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

14. Rights and Privileges. To the extent provided under the Buckeye Contract, the Town shall be afforded all of the rights and privileges afforded to Buckeye and shall be the "City" (as defined in the Buckeye Contract) for the purposes of the portions of the Buckeye Contract that are incorporated herein by reference.

15. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Buckeye to the extent provided under the Buckeye Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement.

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

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

With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	Sunland Asphalt & Construction, Inc. 775 West Elwood Street Phoenix, Arizona 85041 Attn: Craig A. Bennetts

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

"**Town**"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Vendor**"

SUNLAND ASPHALT &
CONSTRUCTION, INC.
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

[Buckeye Contract]

See following pages.