



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
Tuesday, August 11, 2015
6:00 P.M.**

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Proclamation declaring August 2015 as "America the Beautiful & Bag Ready Jobs Month," sponsored by the Mayors and Councils of the Quad Cities.
- b. Proclamation by Governor Douglas A. Ducey declaring August 2015 as "Child Support Awareness Month."

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a. Response to the need for dust abatement on Center Street.

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 Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

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

- a. Consideration and possible action to accept the July 14, 2015 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. Presentation by Scott Freitag, Fire Chief of the Central Yavapai and Chino Valley Fire Districts, and discussion regarding Fire Authority. (Robert Smith, Town Manager)
- b. Consideration and possible action to approve the Professional Services Agreement with Civil Tec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project. in an amount not to exceed \$175,120.00. Funds to come from the grant line item and will not be expended until final Economic Development Administration (EDA) funding is secured. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Approve the professional services agreement with Civil Tec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project. in an amount not to exceed \$175,120.00.

- c. Consideration and possible action to direct staff to schedule a Strategic Planning Retreat for the Town Council, to be scheduled by the end of October 2015. (Cecilia Grittmann, Assistant Town Manager)

Recommended Action: Direct staff to work with the Mayor in scheduling a Strategic Planning Retreat for the Town Council, to be scheduled by the end of October 2015.

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

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

- e. Consideration and possible action to fill vacancies and/or modify members on Council subcommittees (Appointments, Economic Development, Finance, Program Review, Public Safety, and Water and Utilities). (Jami Lewis, Town Clerk)

Recommended Action: Fill vacancies and modify subcommittee members as discussed.

- f. Consideration and discussion regarding the procedure to appoint a councilmember to the vacant position and possible action to instruct staff to proceed with such procedure. (Mayor Marley)

Recommended Action: Instruct staff to proceed with appointment procedure per Council's discussion.

- g. Discussion regarding the effect of modifying sections 50.56, 51.137, and 51.155 of the Town Code (Town sewer ordinance mandatory hookup requirements) (Mayor Marley)

Recommended Action: Refer to the Water & Utilities Subcommittee.

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.

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 6th day of August, 2015.

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

Item No. 2. a.

Meeting Date: 08/11/2015
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 2015 as "America the Beautiful & Bag Ready Jobs Month," sponsored by the Mayors and Councils of the Quad Cities.

SITUATION & ANALYSIS:

N/A

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. b.

Meeting Date: 08/11/2015
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 by Governor Douglas A. Ducey declaring August 2015 as "Child Support Awareness Month."

SITUATION & ANALYSIS:

N/A

Attachments

Proclamation

Letter from Division of Child Support Services

Douglas A. Ducey
Governor

Office of the Governor

* CHILD SUPPORT AWARENESS MONTH *

WHEREAS, children need parental support and stability from both parents for their financial, emotional and physical growth; and

WHEREAS, establishing strong partnerships between community and parents is necessary when it comes to identifying valuable resources for parents and caretakers; and

WHEREAS, community partnerships serve children and families through a variety of programs and targeted resources, which helps support Arizonans by promoting awareness of needs, and assistance to meet those needs, while encouraging individual responsibility and working toward greater self-sufficiency; and

WHEREAS, ensuring improved academic, occupational and literacy skills enables parents to be more competitive in the workforce, improves self-esteem, provides for better paying jobs and improves financial support for children; and

WHEREAS, children need to feel safe and secure in order to believe in themselves and know they have a future; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal accountability promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, an informed parent can help make the child support system work, and with the state, local and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

WHEREAS, with the focus on a change in culture, the Arizona Department of Economic Security Division of Child Support Services is committed to engaging with parents and families through improved accessibility, providing personal development and employment opportunities to assist Arizonans to reach their full potential, humbly serving Arizonans with excellence, respect, integrity and kindness, and being a champion for economic growth and opportunity.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim August 2015 as

* CHILD SUPPORT AWARENESS MONTH *

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-eighth day of July in the year Two Thousand and Fifteen, and of the Independence of the United States of America the Two Hundred and Fortieth.

ATTEST:

Michelle Reagan
Secretary of State



**DEPARTMENT OF ECONOMIC SECURITY***Your Partner For A Stronger Arizona*

Douglas A. Ducey
Governor

Timothy Jeffries
Director

July 30, 2015

Dear Child Support Community,

The Division of Child Support Services (DCSS) is committed to serve our child support families and encourage both parents to be engaged in every stage of a child's life. We partner with many organizations to promote parental responsibility so that children receive support from the parents, even when they live in separate households.

While DCSS is charged with being a fiduciary for establishing legal parentage and establishing and enforcing support orders, the ultimate goal is to improve the lives of the children and families we serve.

We are grateful for Governor Ducey's acknowledgement of August 2015 as Child Support Awareness Month. We appreciate the many organizations that contribute to the child support mission and work tirelessly to ensure a successful future for the children and families of Arizona.

We invite you to join us throughout August in promoting Child Support Awareness Month. We also welcome your ideas for promoting Child Support Awareness within your community. Please contact Melissa Eklofe-Thompson with any ideas or event information at (602) 771-6242.

Thank you for your commitment in lending a helping hand for our children and families.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Lekan", is written over a horizontal line.

Scott Lekan
Acting Assistant Director, IV-D Director
Division of Child Support Services

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 08/11/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 14, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 14, 2015 regular meeting minutes.

Attachments

July 14, 2015 minutes

DRAFT

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

**TUESDAY, JULY 14, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 14, 2015.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Lon Turner; Councilmember Don Wojcik

Absent: Councilmember Pat McKee

Staff: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittmann; Town Attorney Phyllis

Present: Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Officer Jonathan Ferris; Town Engineer/Public Works Director Ron Grittmann; Assistant Public Works Director/Town Engineer Michael Lopez; Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m.

Vice-Mayor Croft gave the invocation; Mayor Marley 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 concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Ilona Dean, Center Street resident, spoke about issues with dust, flooding, and heavy traffic along her property, and the need for Center Street to be part of the upcoming paving project.

Ronald Maines, resident, spoke about problems with recent amendments to the Unified Development Ordinance relative to protest letters (Ordinance No. 15-797, dated June 23, 2015), due to the Town's four-day work week, 15-day publication requirements, and lack of addressing those outside of the 150 feet who desire to protest. Mayor Marley asked Town Manager Smith to look into this matter.

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) Report regarding the July 6, 2015 Appointments Subcommittee meeting and the Council appointment process. (Vice-Mayor Croft; Councilmember Best; Councilmember Turner)

Vice-Mayor Croft reported that:

- On May 28, 2015, Council directed its Appointments Subcommittee to review the applications received for the vacant Council position and make a recommendation to Council of the top five candidates.
- The subcommittee met on July 6, 2015 to review the appointment process. They met on July 14 and will meet again on July 21 and 22 to interview and rank the applicants, and present the top five to Council on July 28. Council will have the option to appoint the top candidate or go into executive session to interview the five candidates prior to selecting the appointee, who will be sworn in and seated that evening.

- b) Status reports by Mayor and Council regarding current events.

Mayor Marley:

- Acknowledged Dennis Gizzy, the Recreational Foundation, Word of Life Church, Rotary Club, Lions Club, and many other individuals for a successful 4th of July celebration.
- Acknowledged former councilmember Pat Purdin upon her passing.
- Read a complementary letter regarding improvements to Development Services processes.
- Read the Monthly Mayor's Report, which pertained to Town efforts toward a sustainable economy.
- Reported that Chino Valley Public Library volunteers had worked 6,420 hours during the past fiscal year.

- c) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith recognized Cyndi Thomas at the Senior Center for her efforts toward improvements to the center.

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 Darryl Croft, seconded by Councilmember Mike Best to approve consent agenda item 6a.

Vote: 5 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the intergovernmental agreement between the Town of Chino Valley and Yavapai County authorizing payment for the Chino Meadows Units 2 and 5 Drainage Project. The project in the amount of \$650,000 was budgeted for and will be accounted for in the Capital Improvement Fund. (Ron Grittman, Public Works Director/Town Engineer)

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 Resolution No. 15-1063, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2015/2016, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution No. 15-1063, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016.

Mr. Duffy reported that this was the last step in approving the \$4,000 total tax for the three Street Lighting Improvement Districts.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adopt Resolution No. 15-1063, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016.

Vote: 5 - 0 PASSED - Unanimously

- b) Consideration and possible action to adopt Resolution No. 15-1064 to authorize staff to pursue the right-of-way acquisition for construction of Road 1 East between Road 3 South and Road 4 South. Funds to come from Roads Impact Fees. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 15-1064 to authorize staff to pursue the right-of-way acquisition for construction of Road 1 East between Road 3 South and Road 4 South.

Mr. Grittman reported that:

- As part of the Town's intergovernmental agreement with the Arizona Department of Transportation that authorized construction of the roundabout at Kalinich Road and SR 89, the Town committed to construct Road 1 East between Road 3 South and Road 4 South, Kalinich and Brownlow Avenues, and Road 4½ South within six months of the SR 89 project completion in August.
- This resolution will formally authorize staff to acquire the real property necessary for the project's right-of-way (ROW) through purchase, dedication, or condemnation.

- In addition to obtaining ROW, some adjacent ROW not needed for this project will be abandoned via a separate resolution.
- The Town will acquire all needed ROW at no cost by donation, except one. Glenarms asked for \$500,000 for its ROW. The property appraised at \$8,000 and the Town offered \$12,000. Glenarms preferred that the Town exercise its right of eminent domain. Every effort will be made to avoid this, but if an impasse became a threat to the project's viability, the Town might seek this avenue.
- Staff expected to begin construction around October 2015.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adopt Resolution No. 15-1064 to authorize staff to pursue the right-of-way acquisition for construction of Road 1 East between Road 3 South and Road 4 South.

Vote: 5 - 0 PASSED - Unanimously

- c) Discussion and possible action to require Councilmembers to pay all costs associated with any records request generated by that Councilmember. (Mayor Chris Marley)

Recommended Action: Require Councilmembers to pay all costs associated with any records request generated by that Councilmember.

Mayor Marley reported that:

- No formal policy existed to provide direction to Council and staff regarding records requests that were submitted by councilmembers.
- Currently, the public paid for records requests, but councilmembers did not, unless a councilmember declared that the request being submitted was of a personal nature and he/she desired to pay for the request.
- Staff polled several municipalities on this issue. Half the municipalities polled charged all citizens, including elected officials, for records requested. The primary exception to this rule was records requested that were associated with their council-duties. Historically, the Town's councilmembers had only submitted formal records requests for records related to them personally.

Town Manager Smith added that councilmembers had a unique position in that they did not have to submit a records request to receive Town records. If a councilmember was not satisfied with the data received, he/she could ask Council to request it as an official work item. Records requests could be used as a third venue for obtaining information.

Council discussion: Council generally agreed that they should not be charged for records associated with their duties, but they should pay for requests of a personal nature.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to require councilmembers to pay all costs associated with any records request generated by that Councilmember for non-Council related purposes.

Vote: 5 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to go into executive session following a 10 minute break at 6:42 p.m.

Vote: 5 - 0 PASSED - Unanimously

Mayor Marley reconvened the regular meeting at 7:34 p.m.

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town's Attorney in order to consider its position and instruct the Town's Attorney regarding the Town's position on a contract that is the subject of negotiations concerning acquisition of a portion of the City of Prescott water system. (Cynthia Chandley, Water Attorney)

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adjourn the meeting at 7:34 p.m.

Vote: 5 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of July, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of August, 2015.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 08/11/2015
Contact Person: Robert Smith, Town Manager
Phone: 928-636-2646 x-1201
Department: Town Manager
Estimated length of Staff Presentation: 15 minutes
Physical location of item: Chino Valley Fire District

AGENDA ITEM TITLE:

Presentation by Scott Freitag, Fire Chief of the Central Yavapai and Chino Valley Fire Districts, and discussion regarding Fire Authority. (Robert Smith, Town Manager)

SITUATION & ANALYSIS:

Per Fire Chief Freitag in an effort to contain costs and continue to provide the highest level of service to our communities, the Central Yavapai and Chino Valley Fire Districts have been looking for ways to work more closely together. After researching and analyzing the options available to us under Arizona State Statutes, we have determined that the best solution is for the two agencies to come together under an Intergovernmental Agreement (IGA) to create a Fire Authority. An Authority will control and reduce costs, decrease redundant positions, and provide a more sustainable future. We are not creating more government rather we are creating a smaller more efficient government. This would be the first Fire Authority in the State and thus requires more explanation.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 08/11/2015
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Civil Tec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project. in an amount not to exceed \$175,120.00.

RECOMMENDED ACTION:

Move to approve the professional services agreement with Civil Tec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project. in an amount not to exceed \$175,120.00.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley has been pursuing the development of an industrial park located at Old Home Manor. Recently, the Town has received a series of grants from various private, State, and Federal sources. This item will develop the necessary construction documents to prepare a bid ready set of construction plans that will meet the various requirements for each funding source. These construction plans cannot be prepared in-house because the level of detail required by these grants far exceeds the capability of the current staff, given the current workload.

Applicable "Policy"

n/a

Satisfaction of "Policy"

The approval of this design contract will meet the obligations with the Arizona Commerce Authority (ACA) grant. One significant stipulation of this grant is to begin the project before August 19, 2015, preserving the \$250,000 grant funds that constitute the majority of the Town's match obligation to the Economic Development Administration (EDA).

Summary of Issues and Staff Rationale

Layering of funding is typical in economic development such as the OHM Industrial Park. Coordinating the various layers of funding can be tricky as deadlines do not always coincide with each other. Because Congress did not approve an appropriations bill timely, the 2014 bill ran out, leaving no funding for the December 2014 round; it was canceled and all applications were forwarded to the March 2015 round.

This delayed the project three (3) months, which conflicts with the terms of the ACA Rural Economic Development Grant (REDG) that requires initiation of the project within six (6) months of signing the contract for the REDG with ACA. Staff then petitioned the ACA for an extension; the ACA extended the contract by 60 days, bringing us to the August 19, 2015 deadline. Staff will control the work of the engineering so that the significant portion of engineering will be performed upon final approval of funding by the EDA. The EDA will also have the final approval of construction plans.

Any professional services contract can be canceled at any time for any reason. In the unlikely event that the EDA not fund this project, this professional services contract can be canceled. Staff expects that final notice of the award will occur between August 1 and August 19, 2015.

Findings of Fact

n/a

Fiscal Impact

Fiscal Impact?: yes

If Yes, Budget Code: 07-70-5413

Available: 175,120.00

Funding Source:

Funds to come from the grant line item and will not be expended until final EDA funding is secured.

Attachments

PSA

Scope of Work

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this 11th day of August, 2015, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Civil Tec Engineering, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing professional consulting services for the Town on the Development of engineering construction plans and specifications for the Old home Manor Industrial Park Development, hereinafter referred to as the “Project,” Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

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

1.2 Scope of Services. The Consultant shall do, perform and carry out 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. The Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the Consultant.

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

1.3.2 Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to Consultant’s Services.

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

1.3.4 Consultant shall designate Richard Shroads, P.E., as 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.

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

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

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

1.3.8 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.

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

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. Consultant shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Ron Gritman, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from August 11, 2015 through August 1, 2016. All services identified herein shall be completed to the satisfaction of the Town no later than August 1, 2016.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed \$175,120.00 unless agreed to in writing by the Town.

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

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

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

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

4.11 Required Coverage:

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

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

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

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

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

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

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the Consultant, its subconsultants, employees or any other persons used by Consultant or its subconsultants (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement. Consultant's duty to indemnify and hold harmless 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 negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

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

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to Consultant for Services performed through the date of termination, Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by Consultant in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure by Town to fulfill its obligations.

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

7. ASSURANCES

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

7.2 Examination of Records. Consultant agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to Consultant of intent to examine, and done within normal business hours at the mutual convenience of Town and Consultant.

7.3 Ownership of Document and Other Data. The Town acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the Consultant, or, in the event of termination, payment in full of all monies due to the Consultant at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the Consultant. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

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

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

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

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

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

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

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

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

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

7.12 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:

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

CONSULTANT:

Mr. Richard Shroads, P.E.
Civil Tec Engineering, Inc.
2050 Willow Creek Road
Prescott, AZ 85301

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

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

7.14 Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, Lyon Engineering & Surveying, Inc., an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay Consultant all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, Consultant may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

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

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

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

10. ASSIGNABILITY

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

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

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

CONSULTANT

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

Rick Shroads

Chris Duza

Jeff Fanning

SUBCONSULTANTS:

None

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount
-------------	--------

B. Method of Payment

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

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

C. Reimbursable Costs

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

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

2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.
4. Costs of faxes at \$_____ per page.
5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution:	TOWN	[]
	CONSULTANT	[]
	OTHER	[]

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

CHANGES: The Agreement is changed as follows:

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

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Consultant
By _____

Date _____

Town of Chino Valley
By _____

Date _____



June 24, 2015

Town of Chino Valley
Attn: Mr. Ron Grittmann, PE
Public Works Director/Town Engineer
1982 Voss Drive
Chino Valley, AZ 86323

Subject: Professional Engineering and Surveying Services for the Extension of Road 4 North and Jerome Junction and Water and Sewer System Improvements near Gavin Court and the Peavine Trail.

Dear Mr. Grittmann:

Civiltec Engineering, Inc. is pleased to provide you with the following Scope of Services for the aforementioned project.

Project Understanding

There are 4 major components to this project:

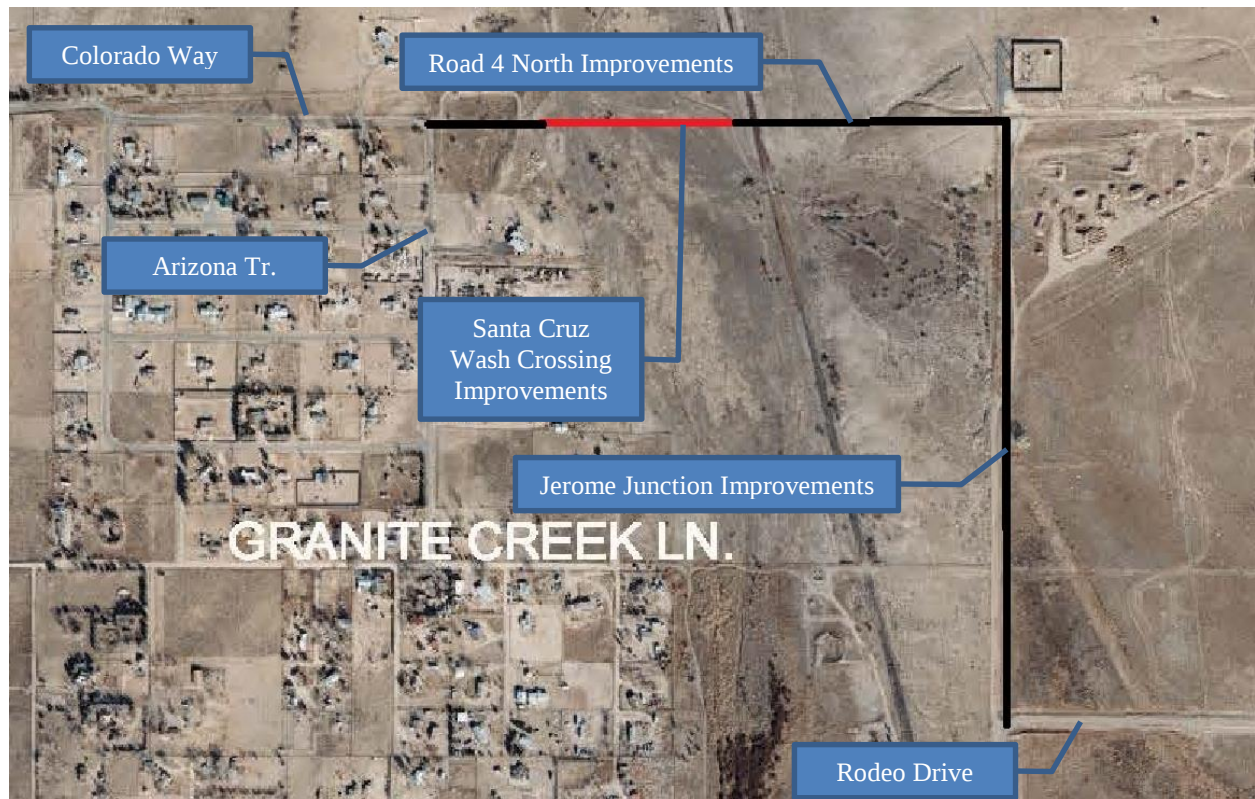
1. Roadway Improvements

Road 4 North will be extended from Arizona Trail to Jerome Junction (approximately 2,400 linear feet). Jerome Junction will be extended from Road 4 North to Rodeo Drive (approximately 2,500 linear feet).

2. Santa Cruz Wash Crossing

Santa Cruz Wash will cross Road 4 North between Arizona Trail and the Peavine Trail. A new 100 year event drainage structure (concrete box culverts) will be constructed at this location. A CLOMR/LOMR will be completed for the new crossing.

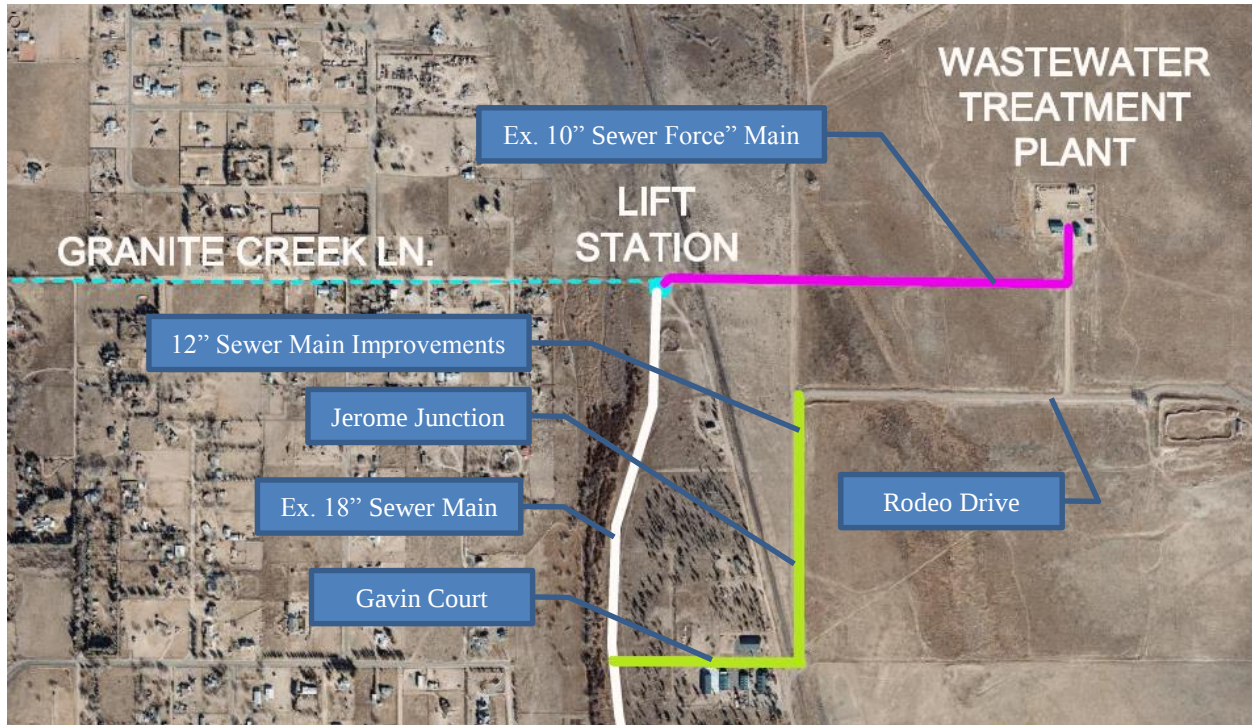
Chino Valley Rd 4 N, Jerome Junction, Water & Sewer Improvements



Chino Valley Rd 4 N, Jerome Junction, Water & Sewer Improvements

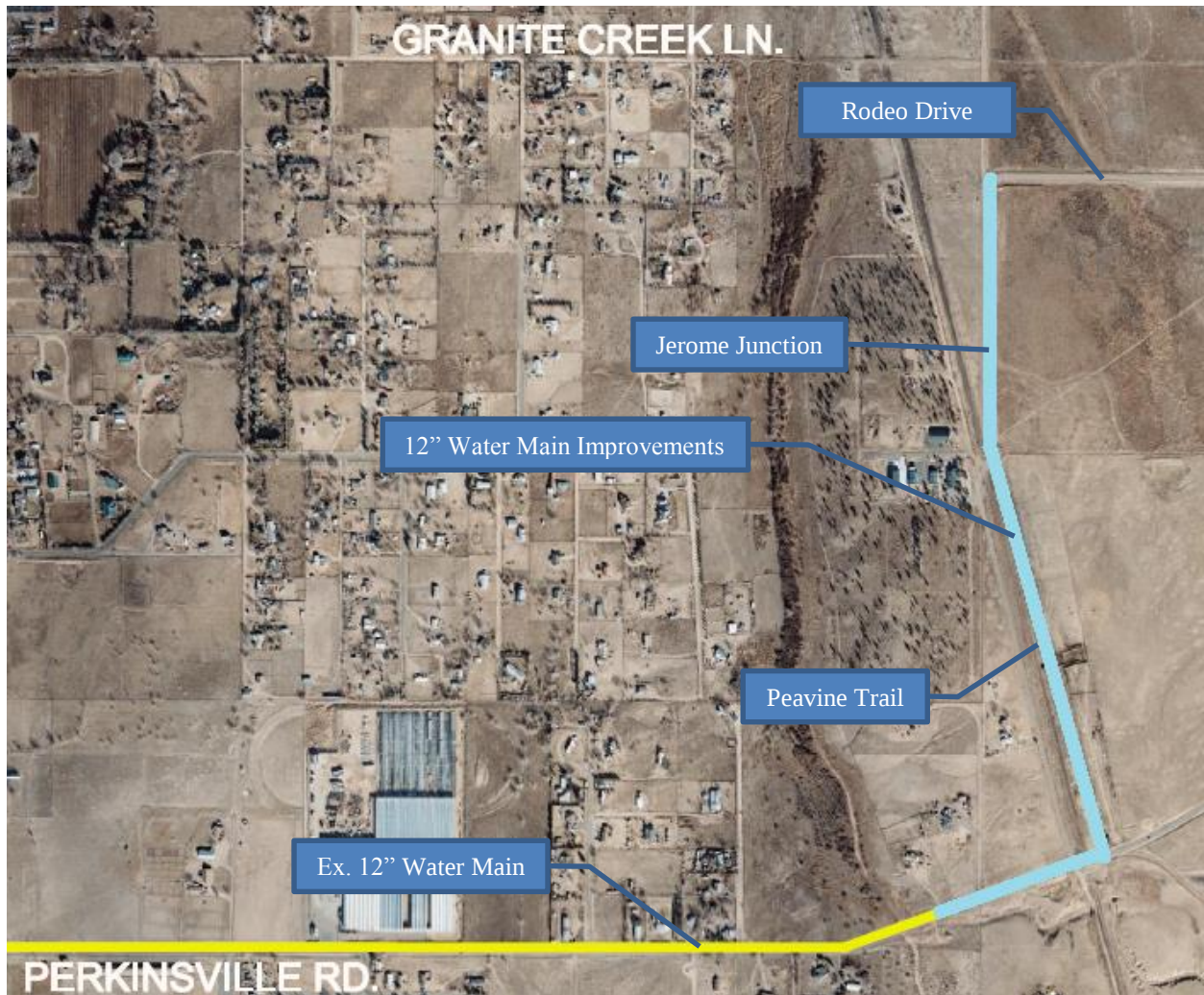
3. Sewer Main Improvements

A new 12" sewer main line will be constructed from the existing 18" main line along Santa Cruz Wash, along Gavin Court to Jerome Junction (approximately 1,100 linear feet). A new 12" sewer main line will also be constructed along Jerome Junction from Gavin Court to Rodeo Drive (approximately 1,400 linear feet).



*Chino Valley Rd 4 N, Jerome Junction, Water & Sewer Improvements***4. Water Main Improvements**

A new 12" water main line will be constructed from the end of the existing 12" main line at Perkinsville Road along the Peavine Trail to Jerome Junction (approximately 2,900 linear feet). A new 12" water main line will also be constructed along Jerome Junction from the Peavine Trail to Rodeo Drive (approximately 1,700 linear feet).



Scope of Services

Phase 1 – Design Services

Task 1 – Kickoff Meeting

Civiltec will schedule a Kickoff Meeting with the Town of Chino Valley to discuss the project. The meeting will be held at the Town's offices. We will review the project limits, approach, objectives, and schedule. Known environmental, geotechnical, land, and any other project constraints or concerns should be presented at this meeting. Up to 2 Civiltec staff members will attend this meeting.

Task 2 – Supplemental Design Field Survey

Civiltec will provide field survey along the proposed street, sewer, and water line alignments to supplement the existing topographic mapping and aerial imagery. We will detail relevant existing improvements within the project improvement areas.

Prior to the survey, we will call in a Blue Stake request in the project area. The survey will include all Blue Stake marking.

Task 3 – Base Map Preparation

All project plans will be developed using the Chino Valley 2009 aerial mapping and imagery. The existing mapping in this area is 1" = 100' with a 2' contour interval. The mapping will be supplemented with field survey.

Based on field survey, we will prepare a project base map showing existing utility locations, improvements, easements, and right of way.

Task 4 – Utility Research

This task will include the following research;

- Utility company facility maps for the project area
- As-built information for utilities
- GIS records of utility locations

Task 5 – Utility Company Coordination

Civiltec will provide utility coordination with each respective local utility company. We will coordinate utility relocations with the utility companies as necessary.

Task 6 – 60% Preliminary Construction Plans

Civiltec will prepare 60% Preliminary Construction Plans using AutoCAD Civil 3D Version 2014 format (plan and profile). The plans will be prepared at a horizontal scale of 1-inch = 40 feet (plan view) and a vertical scale of 1-inch = 4 feet (profile view). The 60% Preliminary Construction Plans will include the proposed road, water, and sewer alignments in plan and profile, title sheet, vicinity and location map, abbreviations, legend, utility contacts, survey control, easements, property lines, rights-of-way, typical sections, Santa Cruz Wash crossing preliminary details, and pertinent topographic survey data. The 60% Preliminary Construction Drawings will be provided to the Town of Chino Valley and the utility companies for review.

Task 7 – 60% Preliminary Special Provisions

Civiltec will prepare 60% Preliminary Special Provisions for the project. The Technical Specifications for the project will be the Maricopa Association of Governments (MAG) Specifications. Any modifications or revisions to these Technical Specifications will be reflected in the Preliminary Special Provisions. The 60% Preliminary Special Provisions will be provided to the Town of Chino Valley and the utility companies for review.

Task 8 – 60% Preliminary Cost Estimate

Civiltec will prepare a 60% Preliminary Construction Cost Estimate based on the 60% preliminary design. The cost estimate will be provided to Town of Chino Valley for review.

Task 9 – 60% Design Review Meeting

Civiltec will schedule a 60% Design Review Meeting with the Town of Chino Valley. The meeting will be held at the Town's offices. Up to 2 Civiltec staff members will attend this meeting. Civiltec will provide meeting minutes for this meeting.

Task 10 – Gavin Court ROW/Easement Services

Civiltec will provide legal descriptions and exhibits for either the modification of the existing ingress and egress/public utility easements along Gavin Court to include the Town of Chino Valley or the conversion of the existing ingress and egress/public utility easements along Gavin Court to Town of Chino Valley right-of-way. There are 8 existing properties associated with the easements.

Task 11 – 90% Pre Final Construction Plans

Civiltec will prepare 90% Pre Final Construction Plans. The 90% Pre Final Construction Plans will consider all 60% review comments and will include all

pre final horizontal and vertical design elements and project details. The 90% Pre Final Construction Plans will be provided to the Town of Chino Valley and the utility companies for review.

Task 12 – 90% Pre Final Special Provisions

Civiltec will prepare 90% Pre Final Special Provisions for the project. The Pre Final 90% Special Provisions will consider all 60% review comments and updates to the construction drawings from the 60% submittal. The 90% Pre Final Special Provisions will be provided to the Town of Chino Valley and the utility companies for review.

Task 13 – 90% Pre Final Cost Estimate

Civiltec will prepare a 90% Pre Final Construction Cost Estimate based on the 90% preliminary design. The cost estimate will be provided to the Town of Chino Valley for review.

Task 14 – 90% Pre Final Design Technical Memorandums

Civiltec will coordinate with the Town to obtain pertinent data and analyses to prepare 90% Pre Final Design Technical Memorandums for submittal to ADEQ for the approval to construct the water and sewer improvements. No hydraulic modeling will be required. All hydraulic data will be provided by the Town. The Preliminary Design Technical Memorandums will be provided to the Town of Chino Valley for review.

Task 15 – 90% Design Review Meeting

Civiltec will schedule a 90% Design Review Meeting with the Town of Chino Valley. The meeting will be held at Town's offices. Up to 2 Civiltec staff members will attend this meeting. Civiltec will provide meeting minutes for this meeting.

Task 16 – 100% Final Construction Plans

Civiltec will prepare 100% Final Construction Plans. The 100% Final Construction Plans will consider all 90% review comments and will include all final horizontal and vertical design elements and project details. The 100% Final Construction Plans will be provided to the Town of Chino Valley and Town of Chino Valley and the utility companies.

Task 17 – 100% Final Special Provisions

Civiltec will prepare 100% Final Special Provisions for the project. The Final 100% Special Provisions will consider all 90% review comments and updates to

the construction plans from the 90% submittal. The 100% Final Special Provisions will be provided to Town of Chino valley and the utility companies.

Task 18 – 100% Final Cost Estimate

Civiltec will prepare a 100% Final Cost Estimate based on the 100% final design. The cost estimate will be provided to Town of Chino Valley.

Task 19 – 100% Final Design Technical Memorandums

Civiltec will incorporate all comments from the 90% Pre Final Design Technical Memorandums review and prepare the 100% Final Design Technical Memorandums for submittal to ADEQ for the approval to construct the water and sewer improvements.

Task 20 – Permitting

Civiltec will provide permitting assistance to obtain all necessary permits for the construction of the project. It is anticipated that the following permits will be needed;

- *ADEQ Approval to Construct*, Civiltec will complete the applications and coordinate with ADEQ and the Town of Chino Valley to obtain the permits for the sewer and water improvements.
- *CLOMR*, Civiltec will complete the application, hydraulic modeling, and exhibits to obtain a CLOMR for the Santa Cruz Wash crossing

All fees associated with the CLOMR submittal and ADEQ submittal will be provided by the Town of Chino Valley.

Phase 2 – Post Design Services

Task 1 – As-Builts for LOMR

Upon completion of the construction phase of the project, Civiltec will provide hardcopy and electronic as-built drawings based on field survey data obtained after construction. Electronic versions of the as-built drawings will be provided in both a PDF and CAD format.

Task 2 – Permitting

Civiltec will provide permitting assistance to obtain all necessary permits after the construction of the project. It is anticipated that the following permits will be needed;

Chino Valley Rd 4 N, Jerome Junction, Water & Sewer Improvements

- *ADEQ Approval of Construction*, Civiltec will complete the applications and coordinate with ADEQ and the Town of Chino Valley to obtain the permits for the sewer and water improvements.
- *LOMR*, Civiltec will complete the application, and exhibits to obtain a LOMR for the Santa Cruz Wash crossing based on the CLOMR

All fees associated with the LOMR submittal and ADEQ submittal will be provided by the Town of Chino Valley.

The estimated fee for the project based on the above scope of services is \$175,120.00. A man hour breakdown per task is attached.

Thank you for the opportunity to work with the Town of Chino Valley. We are excited about this project and can begin work immediately.

Please contact me if you have any questions or concerns.

Sincerely,
CIVILTEC ENGINEERING, INC.



Chris Dusza, PE, CFM
Vice President

Chino Valley Rd. 4N, Jerome Junction, Water & Sewer Improvements																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 08/11/2015
Contact Person: Cecilia Grittmann, Assistant Town Manager
 Phone: 928-636-2646 x-1202
Department: General Services
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to direct staff to schedule a Strategic Planning Retreat for the Town Council, to be scheduled by the end of October 2015.

RECOMMENDED ACTION:

Move to direct staff to work with the Mayor in scheduling a Strategic Planning Retreat for the Town Council, to be scheduled by the end of October 2015.

SITUATION AND ANALYSIS:

The last Town Council Strategic Planning Retreat was in 2013, and there was a Council Study Session in May 2014 to help prioritize the items brought forth in the retreat. It is appropriate for Council to revisit the Strategic Plan, create and prioritize tasks and goals, refine the mission statement, and communicate their vision.

The Mayor would like a day-long retreat, and asks that for the last two hours of the retreat the Town invite the Chamber of Commerce Board to attend, so that the two Boards may discuss and develop some common goals and vision.

The Mayor would like to direct staff to begin the planning process for such retreat, and asks that it be scheduled by the end of October 2015.

Fiscal Impact

Fiscal Impact?: Y

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. d.

Meeting Date: 08/11/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

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

RECOMMENDED ACTION:

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

SITUATION AND ANALYSIS:

Over the years, the Town has been asked to participate in various intergovernmental or other entity boards and committees. Generally, this involves the Council appointing one of its members or a staff member to represent the Town and Council in the entity's meetings.

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

Also attached is information related to the position of Council of Electors for the Yavapai Regional Medical Center, which will need to be filled.

If, for some reason, the Council vacancy is not filled by July 28, this item may be postponed.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Entity Appointments & Descriptions

YRMC Council of Electors Information

ENTITY		REP		APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
a)	Yavapai County Water Advisory Committee (WAC)	Councilmember Lon Turner		7/26/2011	Mayor Chris Marley	7/26/2011	Position typically filled by elected official.
b)	WAC Technical Advisory Committee (TAC)	Town Engineer Ron Gritman		7/26/2011	Town Engineer designee	7/26/2011	Position typically filled by staff members and/or technical community members
c)	Upper Verde River Watershed Protection Coalition (UVRWPC)	Councilmember Pat McKee		6/25/2013	Councilmember Lon Turner	7/26/2011	Position typically filled by elected official.
d)	UPRWPC Technical Advisory Committee (TAC)	Town Engineer Ron Gritman		7/26/2011	Town Engineer designee	7/26/2011	Position typically filled by staff members and/or technical community members
e)	Northern Arizona Municipal Water User's Association (NAMWUA)	Mayor Chris Marley		7/26/2011	Councilmember Lon Turner	7/26/2011	Position typically filled by elected official.
f)	NAMWUA Technical Advisory Committee (TAC)	Town Engineer Ron Gritman		7/26/2011	Town Engineer designee	7/26/2011	Position typically filled by staff members and/or technical community members
g)	Groundwater Users Advisory Council (GUAC)	Mayor Chris Marley			Councilmember Lon Turner		Position appointed by the Governor and is <i>not</i> tied to the Town.
h)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Vice-Mayor Darryl Croft		6/28/2011	Councilmember Mike Best	6/28/2011	Position typically filled by elected official.
i)	CYMPO Technical Advisory Committee (TAC)	Town Engineer Ron Gritman		6/28/2011	Gritman designee	6/28/2011	Position typically filled by staff members and/or technical community members
j)	Northern Arizona Council of Governments (NACOG) Regional Council	Mayor Chris Marley		6/23/2015	Vice-Mayor Darryl Croft	6/23/2015	Position typically filled by elected official.
k)	NACOG Economic Development Committee	Linda Hatch		7/26/2012	Town Manager Robert Smith	7/26/2012	Position filled at large by the the committee (may be recommended by Council) and serves at the pleasure of the committee
l)	Greater Arizona Mayors Association (GAMA)	Mayor Chris Marley		6/14/2011	Vice-Mayor Darryl Croft	6/25/2013	Position typically filled by mayor; alternate typically filled by Vice-Mayor.

ENTITY		REP		ALT	APPOINTED DATE	CURRENT STATUS
m)	League Resolutions Committee	Mayor Chris Marley	7/24/2012	Vice-Mayor Darryl Croft	7/24/2012	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
n)	Yavapai Regional Medical Center (YRMC) Council of Electors	TO BE FILLED	6/28/2011	Mayor Chris Marley	6/28/2011	Position typically filled by elected official.
o)	Chamber of Commerce	Vice-Mayor Darryl Croft	6/28/2011	Councilmember Mike Best	6/25/2013	The Chamber typically elects a representative from the Council with Council ratifying the action.
p)	Arizona Municipal Risk Retention Pool (AMRRP)	TO BE FILLED	6/25/2013	Vice-Mayor Darryl Croft	6/25/2013	Appointee may be elected official or staff member, who may participate in nominations for this board.
q)	Central Arizona Partnership (CAP) Regional Economic Development (RED) Team	Vice-Mayor Darryl Croft	6/25/2013	Councilmember Lon Turner	6/25/2013	Position to be filled by elected official.
r)	Greater Prescott Regional Economic Partnership (GPREP)	Mayor Chris Marley	8/5/2013	Vice-Mayor Darryl Croft	8/5/2013	Position filled by elected official, appointed by Mayor.
s)	Yavapai Combined Trust (YCT)	Assistant Town Manager Cecilia Gritman	3/27/2012	HR Analyst, Tiffany Resendez	2/12/2013	Positions typically filled by staff members.
t)	Liaison to Chino Valley Fire District (CVFD) Board	Councilmember Mike Best	6/25/2013	Vice-Mayor Darryl Croft	6/25/2013	First-time position in 2013.
u)	Liaison to Chino Valley Municipal Court	Mayor Chris Marley	2/24/2015			New position appointed by Council.

Rev. 6/24/2015

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

n)	YRMC Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.
o)	Chino Valley Area Chamber of Commerce exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.
p)	AMRRP , a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.
q)	CAP's mission is to advocate responsible growth on behalf of those who believe in a balance between economic and ecological sustainability in Central Arizona, judicious management of natural resources and truthful examination and debate on matters of public importance relative to growth in the region. The RED Team is to be comprised officials from regional entities and staff believes it would be beneficial to appoint a representative.
r)	GPREP's mission is to attract quality businesses, capital investment, and quality jobs to the Greater Prescott region, working cooperatively to project a regional identity and ensure a vibrant and self-sustaining regional economy.
s)	YCT is the entity through whom the Town contracts with for medical insurance for its employees.
t)	CVFD is the local fire district, a special taxing district (not part of the Town government).
u)	The Chino Valley Municipal Court is a Town department, whose liaison to the Council had been the Magistrate Evaluation Subcommittee. As the subcommittee was disbanded on February 24, 2015, the Council voted to appoint one of their members as liaison.



Two Great Hospitals ... One Caring Spirit

Main Switchboard (928)445-2700 · www.yrmc.org

June 12, 2015

RECEIVED
JUN 16 2015
By _____

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

Subject: Linda Hatch's vacated seat on YRMC Council of Electors

Dear Ms. Lewis:

Thank you for your letter dated June 8, regarding Linda Hatch's resignation from the Town of Chino Valley Council. Yavapai Regional Medical Center (YRMC) sincerely appreciates Linda Hatch for her many years of service to our organization, the community and for serving on the YRMC Council of Electors.

The purpose of the YRMC Council of Electors is to produce and appoint experienced, qualified hospital board members selected by the broadest possible electorate of community constituents. Attached are the 'Powers and Duties' associated with the Council of Electors position, as well as a proposed 2015-2016 calendar. Additional documents regarding membership and attendance policies are also attached.

We would love to continue to have the Town of Chino Valley represented on the Council of Electors. We look forward to hearing from you and appreciate your time in this matter. Please let me know if you have any questions.

Sincerely,

Jacki Kendig
Administrative Assistant
Human Resources

Attachments

YRMC West
1003 WILLOW CREEK RD.
PRESCOTT, AZ 86301

YRMC East
7700 E. FLORENTINE RD.
PRESCOTT VALLEY, AZ 86314

**YRMC Del E. Webb
Outpatient Center**
3262 N. WINDSONG DR.
PRESCOTT VALLEY, AZ 86314

YRMC Wellness Center
930 DIVISION ST.
PRESCOTT, AZ 86301

ARTICLE V

COUNCIL OF ELECTORS

5.1 POWERS AND DUTIES

5.1.1 POWERS

Except as otherwise provided by law, Articles of Incorporation or these Bylaws, the Council of Electors shall have and will exercise full power and authority to do all things deemed necessary and expedient to solicit, investigate and select members of the Board.

5.1.2 DUTIES

The Council, through Committee and Council action, and through cooperation and coordination with the Board, shall:

- (a) Select individuals to serve as members of the Board.
- (b) Increase its knowledge through educational means available.

5.1.3 COUNCIL OF ELECTORS POLICIES AND PROCEDURES

The Council will draft and recommend to the Board adoption of rules and regulations, and policies appropriate for the proper accomplishment of the identification, investigation, and selection of members of the Board. Policies shall include, but not be limited to:

- (a) Providing an acceptable vehicle for involvement of the representation of the Hospital membership in selection of Trustees.
- (b) Publication of criteria for selection of Trustees.
- (c) Publication of criteria for membership on the Council of Electors.
- (d) Requirement for notification when a named organization ceases to exist or changes its system of organization and structure.



YAVAPAI REGIONAL MEDICAL CENTER

Proudly Caring for Western Yavapai County

1003 Willow Creek Road, Prescott, Arizona 86301

Thumb Butte Room (unless otherwise noted)

COUNCIL OF ELECTORS

PROPOSED 2015-2016 Calendar

Monday, October 12, 2015: 5:30pm – Orientation and Organizational meeting: election of officers, review Board of Trustee recommendations, review process for recruitment, and selection of candidates. ***Begin recruiting for candidates.***

Monday, December 21, 2015: Deadline for resumes.

Tuesday, December 29, 2015: Candidate resumes mailed to Council members.

***Monday, January 4, 2016:** Orientation for candidates. All Council members are encouraged to attend from 6:00pm 7:30 p.m. in the Thumb Butte Room.

***Monday, February 1, 2016:** 5:30pm – Regular meeting. Review resumes and questionnaires, select candidates for interview. Review questions to be asked of candidates. Establish interview criteria. Make decision on a time limit for interviews. Recording Secretary sends letters and questionnaires to all selected candidates and letter of appreciation to candidates who do not meet qualifications.

Friday, February 13, 2015: Background searches on final candidates completed by Human Resources office. Recording Secretary sends finalized interview questions to all Council of Electors members.

***Monday, March 7, 2016:** 5:30pm to 8:30pm – Regular meeting. Interview candidates. Core questions asked by the President. Council members may ask additional questions. Vote by ballot to select Board of Trustees members. Ballots counted by Council officers. Appropriate notifications to candidates will be made as soon as possible.

March 2016: President officially presents names of new Board of Trustees members to the Board at their March meeting.

April 2016: 7:00pm – New Trustees introduced at the Annual Meeting of the Association

May 2016: New Trustees seated at the monthly meeting of the Board.

*These are “**mandatory**” meetings. Council members are required to attend at least two of these three meetings in order to vote during the interview and selection meeting. The selection meeting counts as one of the two mandatory meetings.



TITLE

COUNCIL OF ELECTORS MEMBERSHIP POLICY
ORIGINAL
CREATION
DATE

09/01/1994

DOCUMENT
OWNER

ADMINISTRATION

Printed copies are for reference only. Please refer to electronic copy for the latest version.

PURPOSE:

To publish criteria for membership on the Council of Electors and to establish a procedure appropriate for selecting a substitute Council of Electors organization when a currently named organization ceases to exist or does not participate for the specified period of time.

POLICY:

The Council of Electors, in accordance with Section 5.1.3 of the Yavapai Community Hospital Association's Bylaws, will define the criteria for membership on the Council of Electors and shall recommend to the Board of Trustees for approval a substitute organization, should one of the organizations listed in Section 5.2 in the list of organizations represented on the Council cease to exist or become unable to participate.

PROCEDURE:

- a. Public notice of the vacancy shall be made with a reasonable time frame for organizations to indicate interest in membership. Notice also may be given directly by mail to organizations which have indicated interest in being represented on the Council.
- b. Such notice shall include these general qualifications for organizations which are represented on the Council:
 - 1) The organization shall have broad public interests included in the purpose and exist within the hospital district. Groups which will qualify under this criterion include:
 - i) health care organizations,
 - ii) educational institutions which serve the community interest,
 - iii) ecumenical and ecclesiastical organizations which are not specific to one denomination,
 - iv) governmental agencies which serve the whole community; this excludes political action lobby at all levels of government, and partisan political organizations;
 - v) general associations which represent commercial and financial interests; this would exclude a specific individual company but allow membership organizations or associations of commercial or financial interest,
 - vi) voluntary service organizations, which promote community improvement.
 - 2) The organization's membership shall be open to all who are qualified for membership under the specific organization's guidelines for membership.



TITLE

COUNCIL OF ELECTORS MEMBERSHIP POLICY

ORIGINAL
CREATION
DATE

09/01/1994

DOCUMENT
OWNER

ADMINISTRATION

Printed copies are for reference only. Please refer to electronic copy for the latest version.

- 3) The organization shall annually appoint a person committed to serve on the Council for a full one year term. This appointed person must be eligible as a member of the Association as defined in Article 3.2 of the corporate bylaws of the Yavapai Community Hospital Association.
- 4) The Council of Electors shall review all applications submitted to them, and by majority vote, recommend an organization as their preference to the Board of Trustees for approval.
- 5) If the Board of Trustees agrees with the recommendation, the new organization's representative may be seated immediately on the Council.
- 6) The action of the Board of Trustees in approving a substitute organization shall annually be referred as an information item for inclusion in the agenda of the next Annual Meeting of the Hospital Association.
- 7) A complete and current list of organizations and individuals comprising the Electors shall be maintained in a separate policy of the Board of Trustees.

ATTACHMENT: None

Reviewed and Approved

Board Bylaws Committee – February 23, 2015 (no changes)

TITLE

COUNCIL OF ELECTORS VOTING AND MANDATORY MEETING ATTENDANCE POLICYORIGINAL
CREATION
DATE

05/01/1998

DOCUMENT
OWNER

ADMINISTRATION

Printed copies are for reference only. Please refer to electronic copy for the latest version.

PURPOSE:

To establish a procedure for determining mandatory meeting attendance and voting requirements for Council members.

POLICY:

The Council of Electors members are strongly encouraged to attend all meetings to insure the integrity of the recruitment, selection and interview process for Board of Trustee members. The Council of Electors in conjunction with Section 5.8.8 and Section 5.9 of the Yavapai Community Hospital Association's Bylaws will clarify the meeting attendance requirements and corresponding restrictions on voting for the selection of Board of Trustee candidates. Using the procedures below the Council will assure a voting process that is well informed and responsive to the important task of selecting future Board of Trustees members.

PROCEDURE:

- A. During the normal selection process as outlined by the Governing Board Selection Process Policy, Council members are expected to attend at least sixty-five percent (65%) of all scheduled mandatory meetings (Bylaws 5-5.9).
- B. Normally three mandatory meetings will be scheduled during the Council of Electors process. Those three mandatory meetings are: the Orientation for Board Candidates meeting, normally held in January; the meeting to review resumes and narrow the candidate pool to those to be interviewed, normally held in February; and the formal interview of the final candidates, normally held in March.
- C. Council members are required to attend at least two of these three meetings in order to vote during the interview and election meeting. The election meeting counts as one the three mandatory meetings.
- D. Council members are strongly encouraged to attend the other meeting scheduled beyond these three mandatory meetings.
- E. Council members are required to attend all of the interviews on the date of the interview/selection meeting in order to vote at that meeting. This requirement is in addition to requirements as listed above.

ATTACHMENT: None

Reviewed and Approved

Board Bylaws Committee – February 23, 2015 (no changes)



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 08/11/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to fill vacancies and/or modify members on Council subcommittees (Appointments, Economic Development, Finance, Program Review, Public Safety, and Water and Utilities).

RECOMMENDED ACTION:

Fill vacancies and modify subcommittee members as discussed.

SITUATION AND ANALYSIS:

Issue Statement

The Town Council has established six subcommittees (Exhibit 1). The current members on these subcommittees are listed in Exhibit 2. The recent vacancy on the Council also leaves vacancies on some of these subcommittees. Now that a person has been appointed to the vacant Council seat, staff recommends that Council appoint the newly-appointed councilmember to fill the current vacancies, or modify memberships by moving members around to take advantage of the new councilmember's particular interests and/or expertise.

Applicable "Policy"

Council Subcommittee Charters

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Exhibit 1 - Subcommittee Descriptions

Exhibit 2 - Subcommittee Members

**TOWN OF CHINO VALLEY
COUNCIL SUBCOMMITTEES**

Subcommittee	Purpose	Meeting Frequency	Staff Liaison
Appointments	Make recommendations to Council for appointments to public bodies	Annually and as needed (meets at least 2 times per year)	Town Clerk
Economic Development	Help the Town create a sustainable economy	Annually and as needed (meets occasionally)	Town Manager
Finance	Review financial and budgetary matters	Annually and as needed (generally meets several times a year)	Finance Director
Program Review Committee	Review the Town's current programs for impacts on the Town's General Fund and submit their findings to the Council Finance Committee	Annually and as needed (has not met in last 2 years)	Finance Director; Town Manager
Public Safety	Review and advise the Council on public safety and traffic control matters	Annually and as needed (generally meets 1 or 2 times a year)	Police Chief; Town Manager
Water & Utilities	Review utilities matters, franchise agreements, proposals for resource acquisitions, including private and municipal water companies and wells, and plan for future waste water system needs and other related matters	Annually and as needed (meets occasionally)	Public Works Director/Town Engineer

Membership & Appointment: 3 councilmembers appointed by Council

Term Lengths: 2 years (tied to election cycle)

Officers: Chair appointed by Mayor or Council at Mayor's discretion; other members appointed by Council

COUNCIL SUBCOMMITTEES as of May 12, 2015

Appointments Council: *Darryl Croft Mike Best Lon Turner Staff: Town Clerk	Finance Council: *Pat McKee Darryl Croft VACANT Staff: Town Manager Finance Director	Economic Development Council: *Don Wojcik Darryl Croft VACANT Staff/ Other: Town Manager Dev. Svs. Dir. Chamber CEO
Program Review Council: *Lon Turner Mike Best Darryl Croft Staff: Finance Director Town Manager	Public Safety Council: *Mike Best Chris Marley Pat McKee Staff: Police Chief Town Manager	Water & Utilities Council: *Lon Turner Don Wojcik VACANT Staff: Town Manager Town Engineer

*Subcommittee Chair



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 08/11/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and discussion regarding the procedure to appoint a councilmember to the vacant position and possible action to instruct staff to proceed with such procedure.

RECOMMENDED ACTION:

Instruct staff to proceed with appointment procedure per Council's discussion.

SITUATION AND ANALYSIS:

Issue Statement

On August 6, 2015, Councilmember Don Wojcik submitted his resignation from the Council, effective August 7, 2015. Mr. Wojcik's term ends December 2018. Pursuant to state law, because the resignation occurred more than 30 days before the nomination petition deadline for the next regularly scheduled council election (November 2016), an appointee will serve until the person elected at the November 2016 election is seated. The person elected at the November 2016 election to fill this seat will serve only the remaining two years of former Councilmember Wojcik's term.

When a vacancy of the Council occurred in May, 2015, the Town Attorney provided a memorandum explaining the relevant existing laws and Town policy, and offering several suggestions or options regarding a procedure (Exhibit C-Council only) for appointment of a new councilmember. Council discussed and formulated a timeline (Exhibit D) and instructed staff to proceed, resulting in an appointment on July 28, 2015.

For this new vacancy, the Town Attorney recommends following the same process.

Applicable "Policy"

- A.R.S. 9-235 - state law requirements
- A.R.S. 9-232 - qualifications for appointed member
- Town Code Section 30.004 - filling vacancies per state law (Exhibit A)

- Chino Valley Resolution No. 482 - appointments policy (Exhibit B)

Satisfaction of “Policy”

As long as Council follows state law and existing Town policy, or votes to suspend any provision of Town policy, they may determine the unspecified details of the procedure.

Summary of Issues and Staff Rationale

Staff desires Council's direction as to how to proceed with filling the new vacancy. .

Findings of Fact

- A vacancy has occurred through resignation.
- Council may appoint a person to the position to serve as a councilmember through December 2016.
- Aside from the qualifications set forth in State Law and Town policy, Council may determine a procedure to follow.

Fiscal Impact

Fiscal Impact?: TBD

If Yes, Budget Code:

Available:

Funding Source:

Fiscal impact will be determined by Council's direction on the process.

Attachments

Exhibit A - Town Code and A.R.S. provisions

Exhibit B - Resolution 482

Exhibit D - Previous process timeline

TOWN CODE § 30.004 Vacancies.

The Council shall fill any vacancy that may occur for whatever reason as provided by state law.

A.R.S. § 9-235 Vacancies in Council

A. The council shall fill a vacancy that may occur by appointment until the next regularly scheduled council election if the vacancy occurs more than thirty days before the nomination petition deadline, otherwise the appointment is for the unexpired term. This subsection does not apply to a charter city.

B. The member appointed shall meet the qualifications established in section 9-232.

A.R.S. § 9-232. Council; qualifications of members; oath; selection of mayor; vacancy

A. A person shall not be a member of a city or town council unless, at the time of the election, the person is eighteen years old, is a qualified elector residing within the city or town and has resided in the city or town for at least one year next preceding the election, or if an area has been annexed to the city or town for a period of less than one year next preceding the election has resided in such area for at least one year next preceding the election. If an annexed area is subject to the provisions of this subsection, a person may meet the residency requirements if the person has resided within the existing limits of the city or town for the one-year period.

B. Every member of the council shall hold the office for the term of two years, except the members of the council first appointed, and before entering on the duties of the office, the member shall take and subscribe the oath of office.

C. Except for a common council organized as prescribed by section 9-232.04, the common council shall assemble within twenty days after their appointment or election, and choose a mayor from among their number.

D. If a member of the council, at any time during the member's term of office, ceases to be a qualified elector of the city or town or ceases to reside in the city or town, the council seat held by the member is deemed vacant. The council seat shall be filled in the same manner as any vacancy on the council. on request, the county attorney for the county in which the city or town is located shall investigate and determine whether a vacancy exists pursuant to this subsection.

RESOLUTION NO. 482

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, REPEALING RESOLUTION NO. 454 AS AMENDED BY RESOLUTION NO. 472 AND ADOPTING A NEW APPOINTMENT POLICY.

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

SECTION 1. REPEAL OF PRIOR APPOINTMENT POLICY.

RESOLUTION NO. 454 AND RESOLUTION NO. 472 AND ANY AMENDMENTS THERETO ARE HEREBY REPEALED IN THEIR ENTIRETY.

SECTION 2. TOWN OF CHINO VALLEY APPOINTMENT POLICY FOR TOWN COUNCIL, PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT

1. APPLICATION, NOTICE AND DEADLINE. THERE SHALL BE AT LEAST A 15-DAY APPLICATION PERIOD FOR VACANCIES ON THE TOWN COUNCIL, PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT. THE 15-DAY APPLICATION PERIOD SHALL COMMENCE ON THE DATE OF THE FIRST PUBLICATION OF THE NOTICE OF VACANCY. THE PUBLISHED NOTICE SHALL INCLUDE THE DEADLINE FOR APPLICATIONS.

2. APPLICATION REQUIREMENTS. EACH APPLICANT SHALL SUBMIT A COMPLETED TOWN OF CHINO VALLEY APPLICATION FORM AND A CURRENT RESUME.

3. ELIGIBILITY REQUIREMENTS. APPLICANTS MUST DWELL IN AND MAINTAIN A RESIDENCE IN THE TOWN OF CHINO VALLEY FOR AT LEAST ONE YEAR PRECEDING APPLICATION FOR APPOINTMENT AND MUST BE A QUALIFIED AND REGISTERED ELECTOR AT THE TIME OF APPLICATION.

IF AN APPOINTEE FAILS TO CONTINUE TO MEET THE RESIDENCY OR VOTER REGISTRATION REQUIREMENTS DURING THE TERM OF HIS OR HER APPOINTMENT, THE APPOINTEE SHALL RESIGN THE APPOINTMENT OR THE POSITION SHALL BE DECLARED VACANT.

4. INTERVIEWS: APPLICANTS MAY BE INTERVIEWED IN EXECUTIVE SESSION TO PROVIDE THE COUNCIL WITH THE NECESSARY INFORMATION TO MAKE AN APPOINTMENT.

5. NO AUTOMATIC RE-APPOINTMENT: THERE WILL BE NO AUTOMATIC RE-APPOINTMENTS, PROVIDED, HOWEVER, THAT IF THE COUNCIL FAILS TO APPOINT A SUCCESSOR PRIOR TO THE EXPIRATION OF THE TERM OF OFFICE, THE APPOINTEE SHALL REMAIN IN OFFICE AFTER THE EXPIRATION OF HIS OR HER TERM UNTIL A SUCCESSOR IS NAMED AND QUALIFIED.

6. VOTING: APPOINTMENTS SHALL BE FOR THE UNEXPIRED PORTION OF THE TERM OF OFFICE TO BE FILLED.

A. AN APPLICANT RECEIVING VOTES FROM AT LEAST A MAJORITY OF MEMBERS PRESENT WILL BE APPOINTED AND SWORN INTO OFFICE IMMEDIATELY AT THE COMPLETION OF THE VOTING ON ALL OTHER VACANT POSITIONS.

B. IF AN APPOINTMENT CANNOT BE ACHIEVED WITHIN FOUR VOTES TAKEN BY THE COUNCIL, COUNCIL MAY ADJOURN TO AN EXECUTIVE SESSION TO DISCUSS THE QUALIFICATION OF THE APPLICANTS.

C. IF COUNCIL DOES NOT GO INTO EXECUTIVE SESSION OR IF AFTERTURNING FROM EXECUTIVE SESSION, THE COUNCIL REMAINS AT AN IMPASSE AFTER ONE ADDITIONAL VOTE, THE POSITION SHALL BE RE-ADVERTISED. TO BE CONSIDERED, APPLICANTS MUST RE-APPLY.

7. SUSPENSION OF RULES: ANY OF THE PROVISIONS OF THE APPOINTMENT POLICY MAY BE TEMPORARILY SUSPENDED BY A RECORDED VOTE OF TWO THIRDS (2/3) OF THE MEMBERS PRESENT, EXCEPT THAT THIS SECTION SHALL NOT BE CONSTRUED TO PERMIT ANY ACTION THAT IS CONTRARY TO STATE LAW.

8. REMOVAL: ANY PERSON, EXCEPT MEMBERS OF THE COUNCIL, APPOINTED TO THE PLANNING AND ZONING COMMISSION OR BOARD OF ADJUSTMENT MAY BE REMOVED FROM OFFICE, WITHOUT CAUSE, UPON THE VOTE OF AT LEAST THREE-FOURTHS (¾) MAJORITY OF THE MEMBERS OF THE TOWN COUNCIL.

SECTION 3. TOWN OF CHINO VALLEY APPOINTMENT POLICY FOR LIBRARY BOARD, SENIOR CENTER ADVISORY BOARD AND STANDING COMMITTEES

1. INTEREST LIST

A. THE TOWN MAY ESTABLISH A LIST OF CITIZENS INTERESTED IN BEING CONSIDERED FOR APPOINTMENT TO THE LIBRARY BOARD, SENIOR CENTER ADVISORY BOARD OR STANDING COMMITTEES AS FUTURE VACANCIES OCCUR.

B. COUNCILMEMBERS MAY ALSO NOMINATE INDIVIDUALS FOR APPOINTMENT AS VACANCIES OCCUR.

2. APPLICATION REQUIREMENTS. EACH APPLICANT/NOMINEE SHALL SUBMIT A COMPLETED TOWN OF CHINO VALLEY APPLICATION FORM AND A CURRENT RESUME.

3. ELIGIBILITY REQUIREMENTS.

A. COMMITTEES:

APPLICANTS FOR APPOINTMENT TO BOARDS AND COMMITTEES MUST DWELL IN THE TOWN OF CHINO VALLEY AND MUST BE QUALIFIED AND REGISTERED ELECTORS AT TIME OF APPLICATION.

B. LIBRARY BOARD AND SENIOR CENTER ADVISORY BOARD:

APPLICANTS MUST DWELL IN YAVAPAI COUNTY AND NEED NOT BE A QUALIFIED ELECTOR AT THE TIME OF APPLICATION.

EXCEPTION: ONE POSITION ON THE LIBRARY BOARD MAY BE A YOUTH POSITION.

IF AN APPOINTEE FAILS TO CONTINUE TO MEET THE RESIDENCY OR VOTER REGISTRATION REQUIREMENTS DURING THE TERM OF HIS OR HER APPOINTMENT, THE APPOINTEE SHALL RESIGN THE APPOINTMENT OR THE POSITION SHALL BE DECLARED VACANT.

4. NO AUTOMATIC RE-APPOINTMENT: THERE WILL BE NO AUTOMATIC RE-APPOINTMENTS, PROVIDED, HOWEVER, THAT IF THE COUNCIL FAILS TO APPOINT A SUCCESSOR PRIOR TO THE EXPIRATION OF THE TERM OF OFFICE, THE APPOINTEE SHALL REMAIN IN OFFICE AFTER THE EXPIRATION OF HIS OR HER TERM UNTIL A SUCCESSOR IS NAMED AND QUALIFIED.

5. VOTING: APPOINTMENTS SHALL BE FOR SPECIFIED TERMS.

AN APPLICANT RECEIVING VOTES FROM AT LEAST A MAJORITY OF MEMBERS PRESENT AT A SPECIAL OR REGULAR MEETING WILL BE APPOINTED. COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS THE QUALIFICATIONS OF APPLICANTS.

6. SUSPENSION OF RULES: ANY OF THE PROVISIONS OF THE APPOINTMENT POLICY MAY BE TEMPORARILY SUSPENDED BY A RECORDED VOTE OF TWO THIRDS (2/3) OF THE MEMBERS PRESENT, EXCEPT THAT THIS SECTION SHALL NOT BE CONSTRUED TO PERMIT ANY ACTION THAT IS CONTRARY TO STATE LAW.

7. REMOVAL: ANY PERSON, APPOINTED TO ANY BOARD OR COMMITTEE MAY BE REMOVED FROM OFFICE, WITHOUT CAUSE, UPON THE VOTE OF AT LEAST THREE-FOURTHS (¾) MAJORITY OF THE MEMBERS OF THE TOWN COUNCIL.

8. AD HOC AND SPECIAL COMMITTEES MAY BE FORMED AT THE WILL OF THE COUNCIL.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, THIS 28th DAY OF August, 1997.

Kate Nelson
KATE NELSON, MAYOR

ATTEST:

Delores Sliger
DELORES SLIGER, TOWN CLERK

APPROVED AS TO FORM:

William E. Farrell
WILLIAM E. FARRELL, TOWN ATTORNEY

Date/Timeframe	Action	Notes
May 29, no later than 3:00 p.m.	Submit class ad Review/Courier	
June 1	Submit news release to media outlets & social media	
June 1	Post ad on bulletin boards, website	
June 3, 10	Class ad in newspaper	
June 18	Earliest cutoff day for application submissions (Council can designate a longer period)	
June 19-26	Staff review applications for completeness	(Town Clerk will be on vacation June 15-26.)
June 29-July 5	Appointments Subcommittee meets to review applications and/or interview applicants, if so designated	
July 14	Council interviews applicants, if so desired, and selects candidate	



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. g.

Meeting Date: 08/11/2015
Contact Person: Liz Hart, Deputy Town Clerk/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion regarding the effect of modifying sections 50.56, 51.137, and 51.155 of the Town Code (Town sewer ordinance mandatory hookup requirements)

RECOMMENDED ACTION:

Refer to the Water & Utilities Subcommittee

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Attachments

Town Sewer Ordinance

CONNECTIONS TO PUBLIC SEWERS, PUMPING

§ 51.155 SEWER CONNECTIONS WITHIN THE TOWN.

(A) When the town's sanitary sewer mains are extended to within 400 feet of the property, property owners with existing businesses or residences requiring sewer service are required to connect to the town's sewer system within 120 days of written notice by the town that the service is available.

(B) In the event the town and/or county's Health Department shall determine that there exists, on any property having access to a sanitary main belonging to the town, a condition which is a menace to health arising from improper sewage disposal, the property owner shall connect his or her property to the sanitary sewer main within 60 days after receiving written notification from the town/county Health Department to do so.

(C) If the town shall determine that any property owner refuses after notice to connect, or does not have the financial ability necessary to make connection to a sanitary sewer main belonging to the town as herein required, the town shall have the right to install the sewer mains and facilities as are necessary to provide adequate sewer services to the affected property and to make labor and material charges therefor in an amount equal to the actual price for the labor and materials with the town at the time of the work, and the town shall have the further right to file a lien against the affected property for the amount of the foregoing charges in the manner and form provided by the statutes of the state.

(Ord. 04-578, passed 7-22-2004)