



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, AUGUST 14, 2018
6:00 P.M.**

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
3. **CALL TO THE PUBLIC**

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

4. **RESPONSE TO THE PUBLIC**

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

- a. Request for Council to reconsider a block wall for the JC Ranch development.
- b. Request for the Town to participate with funding for additional U.S. flags along State Route 89.

5. **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
- c. Presentation of Enterprise Document Management RFP selected vendor Databank MX. (Spencer Guest, IT Manager)

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 adopt Resolution No. 18-1127, 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 2018-2019, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)
- b. Consideration and possible action to adopt Resolution No. 18-1129, amending Resolution No. 08-862, Parks and Recreation Advisory Board Rules, Section 3 Membership, to increase board membership, and amend the residency and quorum requirements. (Jami Lewis, Town Clerk)
- c. Consideration and possible action to appoint applicants to fill new positions on the Parks and Recreation Advisory Board established by Resolution No. 18-1129, dated August 14, 2018 and effective September 13, 2018. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to accept the July 17, 2018 special meeting minutes. (Jami Lewis, Town Clerk)
- e. Consideration and possible action to accept the July 24, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

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

Recommended Action: Approve a Conditional Use Permit (CUP18-005) for Assessor's Parcel No. 306-23-057, located at 246 North State Route 89, to allow a food truck court on a CL (Commercial Light) zoned district, subject to the conditions recommended by Staff and the Planning and Zoning Commission.

- b. Consideration and possible action to approve the A-Team Electrical Services, Inc. bid to install lights on the ball field located at the southeast corner of the Recreation Center Complex. (Joe Duffy, Finance Director)

Recommended Action: Approve the bid from A-Team Electrical Services, Inc. for \$286,632.59 to install new ball field lights at the Recreation Center Complex.

- c. Consideration and possible action to approve the expenditure of approximately \$900.00 for the purchase of United States flags to line State Route 89 from where they terminate north of Road 2 North to Perkinsville Road. (Cecilia Grittman, Town Manager)

Recommended Action: Approve the expenditure of approximately \$900.00 for the purchase of United States flags to line State Route 89 from where they terminate north of Road 2 North to Perkinsville Road.

8. EXECUTIVE SESSION

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

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 9th day of August, 2018.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.c.

Meeting Date: 08/14/2018
Contact Person: Spencer Guest, IT Specialist
 Phone: 928-636-2646 x-1215
Department: Finance
Estimated length of Staff Presentation: 15 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation of Enterprise Document Management RFP selected vendor Databank MX. (Spencer Guest, IT Manager)

SITUATION & ANALYSIS:

On January 23rd 2018, the Town Council approved the Town's first technology plan. Within the plan, one of the major initiatives was the implementation of a Town-wide enterprise document management system and workflow system (EDMS). This system was planned to serve a key role to help staff properly handle the large volume of digital and paper information that is currently stored in paper files and Town's server file shares. This information has slowly become more and more difficult to organize, locate and retrieve by staff in a timely fashion. Additionally, the Town has needed a method to digitize the business processes and information routing and approval processes that are used between departments as well as servicing public requests. These needs have prompted MIS to begin the search, evaluation and selection of an enterprise document management system.

An RFP was posted and opened on February 10th, 2018 and closed on March 22nd. There were 10 total vendors that submitted proposals with 9 complete and valid submissions that were received (See bid opening document Chino Valley EDMS Bid Opening 3-29-2018). MIS did an exhaustive comparison based on a list of over 50+ comparative factors which allowed for the selection of 4 finalist vendors with the highest over all scoring. In accordance with the technology plan, a Technology Committee of 12 staff members was established to review these 4 finalist vendors. The vendors were asked to prepare an in-depth demonstration based upon a list of 8 common use cases scenarios for the Technology Committee.

After completion of the demonstrations and a final comparative evaluation of these 4 final vendors, a decision by the Technology Committee was reached. The Committee unanimously selected Databank MX and their On Base system proposal. Overall the Committee felt On Base was the best fit for the Town's staff, providing an interface that was viewed to be much easier for everyone to learn and use.

This system would constitute a larger IT investment for the Town (see attached Databank EDMS RFP Cost Proposal), but this is understandable considering how central such a software solution will be for the Town

operations. This EDMS system is planned to be utilized by every department and division within the Town and used to service the public as well. Staff is currently working with Databank MX to create a implementation schedule that will allow the Town to create procurement schedule that will work with the Town's budget and fiscal year cycles.

In an effort to provide Council with a better understanding of how the proposed system functions, Databank MX will be conducting a short demonstration of some of the basic system features. This is intended to allow Council to understand the added value provided by this solution to the Town.

Attachments

Chino Valley EDMS Bid Opening 3-29-2018

Town of Chino Valley EDMS RFP Bid Opening March 29, 2018

Company Name (Submitter)	Date & Time Bid Received	Bid Amount (Main)	Optional Bid 1	Optional Bid 2	Comments
DocUnited Imaging	3/21/2018	\$206,945.00			
MCCI	3/28/2018	\$54,440.00			
Knovos	3/28/2018	\$223,100.00			
DataBank	3/28/2018	\$187,102.40			
ICM	3/29/2018	\$112,252.77	\$82,381.00		
Armedia	3/29/2018	\$102,820.59			
FutureNet Group Inc	3/29/2018	\$205,097.60	\$67,975.00		
FileHold Systems Inc	3/29/2018				No cost proposal submitted
AppVizo	3/29/2018	\$115,460.00			
ECS Imaging Inc	3/29/2018	\$71,510.00			

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 08/14/2018
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 18-1127, 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 2018-2019, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Adopt Resolution No. 18-1127, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2018-2019 and ordering copies of the resolution to be delivered to the County Board of Supervisors and the Arizona Department of Revenue.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments

RES 18-2217 - SLID Levy

RESOLUTION NO. 18-1127

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2018/2019; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of A.R.S. § 48-616 require the governing body to levy taxes upon all property in a municipal street lighting improvement district necessary to pay the annual expenses of said districts; and

WHEREAS, the Mayor and Council of the Town of Chino Valley, having adopted annual statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts as the final budgets for the districts for fiscal year 2018/ 2019 on July 17, 2018, after a public hearing on the statements and estimates was held on June 26, 2018; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the Town of Chino Valley, the Town is required to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of Yavapai County, Arizona by the third Monday in August.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that for each street lighting improvement district listed on the Schedule of Estimated Assessments, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of each street lighting improvement district within the Town of Chino Valley, as listed in the attached Schedule, is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation as specified in the column labeled 2018/2019 Levy Request.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August, 2018 (August 20, 2018).

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

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 14th day of August, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

I hereby certify the above foregoing Resolution No. 18-1127 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 14, 2018, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and ___ abstentions. Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Statement of Estimates and Expenses

Fiscal Year - 2018/2019

Co. No.	Dist. No.	Town ID No.	Town ID Name	A 2017/2018 Estimated Actual Expenses	B 2017/2018 Levy Request	C 2017/2018 Difference on Expenses vs. Levy	D 2018/2019 Projected Expenses	E 2018/2019 Levy Request
	13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
	13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
	13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 910	\$ 1,000	\$ 90	\$ 1,000	\$ 1,000



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 08/14/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 18-1129, amending Resolution No. 08-862, Parks and Recreation Advisory Board Rules, Section 3 Membership, to increase board membership, and amend the residency and quorum requirements.

RECOMMENDED ACTION:

Consideration and possible action to adopt Resolution No. 18-1129, amending the Parks and Recreation Advisory Board Rules.

SITUATION AND ANALYSIS:

Mayor Croft recommends that Council increase the members of the Parks and Recreation Advisory Board from 7 to 9 to provide more support to staff for recreation and events planning. Also, during the Town's most recent recruitment, staff received applications from several qualified persons who live outside the Town limits. Because the Board's Rules limit out-of-town residents to 3, the Appointments Subcommittee could not forward a recommendation for 2 qualified and already-involved applicants. The proposed resolution would eliminate the Town residency requirement and allow members who reside in an area normally served by the Parks and Recreation Department.

Fiscal Impact

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

Attachments

RES 18-1129 PRAB by-laws amdt

RESOLUTION NO. 18-1129

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, AMENDING CERTAIN PROCEDURES FOR THE TOWN OF CHINO VALLEY PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") adopted Resolution No. 08-862 on January 24, 2008, adopting duties, responsibilities, and rules of procedure for the Parks and Recreation Advisory Board (the "Advisory Board"); and

WHEREAS, the Town Council desires to amend the rules of procedure for the Advisory Board (the "Board Rules") to modify the conditions of membership and the number of members of the Advisory Board.

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

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

SECTION 2. The Board Rules, Section 3 (Membership), is hereby amended as follows:

Section 3: MEMBERSHIP

- A. The Board shall consist of NINE ~~seven~~ (79) members appointed by the Mayor and Common Council ~~at the first regular Common Council meeting held after this Resolution becomes operative. Thereafter,~~ Upon expiration of each Board member's term, the members of the Board shall be appointed by the Mayor and Common Council at a Common Council meeting in June, OR AT SUCH OTHER TIMES AS A VACANCY OCCURS. Each member to serve for a term of two (2) years, with FIVE ~~three~~ (35) terms expiring on June 30 of even-numbered years and four (4) terms expiring on June 30 of odd-numbered years. Appointments to fill un-expired terms shall be for the remainder of the term.
- B. The Advisory Board shall make recommendations to the Mayor and Common Council for appointments to the Board to fill expired terms or vacancies on the Board. A person may be appointed to serve as a Board member for an unlimited number of terms.
- C. Members of the Board shall serve at the pleasure of the COMMON Council.
- D. Persons eligible to serve as Board members shall live within the ~~Town limits, except up to three (3) members who may reside outside Town limits in Yavapai County and in an area normally served by the Town's Parks and Recreation Department.~~
- E. Full and part-time Town employees are not eligible to serve as Board members; ~~An individual who works for the Town in the capacity of a temporary employeeS~~ is ARE eligible to serve as Board memberS.

SECTION 3. The Board Rules, Section 4 (Quorum), is hereby amended as follows:

Section 4: QUORUM

A majority of the Board, FIVE ~~four~~ (45) members, shall constitute a quorum.

SECTION 4. The Board Rules, Section 9 (Standing Rules), is hereby amended as follows:

Section 9: STANDING RULES

The Board may draft Standing Rules to govern procedures so long as they are not in conflict with the provisions of this resolution. Such Rules shall be adopted by an affirmative vote of SIX ~~two-thirds~~ (56) of the members of the Board.

SECTION 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 14th day of August, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 18-1129 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 14, 2018, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 08/14/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill new positions on the Parks and Recreation Advisory Board established by Resolution No. 18-1129, dated August 14, 2018 and effective September 13, 2018.

RECOMMENDED ACTION:

Appoint Celia van der Molen and Robert Johnson to the Parks and Recreation Advisory Board, to two-year terms starting July 1, 2018.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on June 14 to review applications for several public bodies. When reviewing the applications for the Parks and Recreation Advisory Board, they were unable to appoint Ms. van der Molen and Mr. Johnson, both qualified candidates, due to the limitations of the Board Rules with regard to both the number of members and members residing outside the Town limits. Subsequently, Mayor Croft expressed a desire to recommend to the Council that the Board be expanded to accommodate the greater number of interested applicants and amend the residency requirements to allow the Council to appoint the best-qualified candidates.

Council will be asked to adopt Resolution No. 18-1129 (agenda item 6b) to amend the by-laws to allow for these 2 provisions. Should Council adopt the resolution and approve appointment of these two applicants, the appointments will become effective in 30 days on September 13.

Other Pertinent Documents Available Upon Request:

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:
Funding Source:

Attachments	
<i>No file(s) attached.</i>	



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 08/14/2018

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 17, 2018 special meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 17, 2018 special meeting minutes.

Attachments

July 17, 2018 minutes

DRAFT

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

**TUESDAY, JULY 17, 2018
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 17, 2018.

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

Staff Present: Town Manager Cecilia Grittmann; Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Customer Service Manager JoAnn Brookins; Town Clerk Jami Lewis (recorder)

1) **CALL TO ORDER; ROLL CALL**

Mayor Croft called the meeting to order at 6:01 p.m.

2) **ACTION ITEMS**

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

Recommended Action: Adopt Resolution No. 18-1126 adopting a Final Budget and proposed expenditure limitation for Fiscal Year 2018/2019 in the amount of \$24,525,200.

Mr. Duffy presented highlights from the FY 2018/2019 budget:

- FY 2018/2019 budget was 6% higher than last year
- *Fund balance:* FY 2017/2018 started with \$5.7 million in the general fund and ended with \$6.46 million. Staff intended to spend some of that overage over the next fiscal year. He projected that water and sewer would break even, but he did not project any increase in construction activity.
- *General Fund highlights included:* paying down PSPRS liability; three possible elections; comp and class study; police body cameras; fireworks increased funding; Parks Maintenance new position; Memory Park restrooms; HURF overhead reduction; Town's 50-year celebration; ADWR water application study; document management project; and Peavine Trail state lane easement.
- *HURF highlights included:* \$150,000 over last year; equipment purchase; road materials; chip seal projects; and SR 89 maintenance.
- *Capital Improvements highlights included:* Memory Park expansion; Old Home Manor Master Plan; and new ballfield lights.
- *Water/Sewer highlights included:* new building; well upgrade, maintenance sewer lines;

and drying bed construction.

- *Other funds highlights included:* new bailiff position; Court security fencing; and CDBG Grant for Chino Meadows Unit 5 paving.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to open the public hearing.

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to close the public hearing.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to adopt Resolution No. 18-1126 adopting a Final Budget and proposed expenditure limitation for Fiscal Year 2018/2019 in the amount of \$24,525,200.

Vote: 7 - 0 PASSED - Unanimously

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

Recommended Action: Adopt Resolution No. 18-1125, approving the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2018/2019, which shall constitute the budgets of the Districts for Fiscal Year 2018/2019.

Mr. Duffy reported that the three Chino Valley Street Lighting Improvement Districts were all in Bright Star subdivision. If approved tonight, the County will levy the assessment. He also noted that Exhibit A to the Resolution in the packet was incorrect; the corrected version was provided to Council prior to the meeting and the vote needed to indicate approval as corrected.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to open the public hearing.

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to adopt Resolution No. 18-1125, approving the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2018/2019, which shall constitute the budgets of the Districts for Fiscal Year 2018/2019, including Exhibit A.

Vote: 7 - 0 PASSED - Unanimously

3) STUDY SESSION ITEMS

- a) Presentation and discussion regarding the 2017 Road 2 North Traffic Impact Study prepared by DOWL Engineering. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury presented the Traffic Impact Study Revision 1:

- *Revision history:* A study was done a couple years ago to assess the intersection's level of service and roadway improvements needed. DOWL modified the study to include six possible new developments.
- *Existing conditions:* Several places of business off the intersection made for a congested area. Right-of-way was limited and various throughout and needed to be perfected. As an example, some property lines went into parking lots.
- The study included tables, diagrams, and photographs relating to existing roadway characteristics; existing Road 2 North construction; traffic volumes on Road 2 North and related roads; rule of thumb traffic numbers; and intersections with the proposed improvements.
- *Levels of service:* Area intersections were currently rated as "A", "B", or "C". Projected traffic from the new developments would greatly diminish the future level of service, with some intersections falling to ratings of "D" or "F". With the recommended improvements, ratings would increase above "D", except for Safeway, which had no solution and would remain at "F".
- *Recommendations included:* (i) For new development and Road 2 North – one turn lane for each development; bike lanes and sidewalks; sight visibility; widening the Road 1 West/Road 2 North and Road 1 East/Road 2 North intersections; (ii) at SR89 and Road 2 North – dedicated right turn lane; update striping; re-time intersection; and (iii) for surrounding roadways – review clear zone and turning radiuses. The end result would be a three-lane roadway with improvements at SR89.
- *Road section standards:* Diagrams described standards per the Unified Development Ordinance and those recommended by the traffic study. Staff will expect developers to implement these standards. He proposed as an alternate keeping the same sections per code, but detaching multi-use pathways and tying those into the 2007 study.
- *Preliminary cost estimates and funding options:* Costs included \$3 million to \$4 million for roadwork; up to \$2 million for right-of-way; unknowns included utility relocations, and water and sewer alone could cost \$500,000 or more. Funding options included general funds; bond funds; special improvement district; or impact fee district.

Council and staff discussed the following in more detail:

- *Road 2 North/Road 1 East:* Staff estimated a four-way stop at least; power poles were a problem.
- *Improvements:* If the Town did not build the improvements as one project, it would add left turn lanes with each development. Staff's focus would be to put each new lane in the right place in the right-of-way to avoid wasting pavement in the future and not having to keep rebuilding it.
- *Future developments:* Council needed to pay attention to future projects that might force major funding to redo the intersection and could cause regional impacts that could not be tied to an individual project.
- *Pending developments:* There were no formal applications for Village North or Hawksnest. Hawksnest was multi-family and residential, Heritage Farms was single family residential, and Heritage Place was platted but not improved. Even without any of these developments,

the improvements recommended in the study would benefit the Town now.

- b) Presentation and discussion regarding Brook Apartments, a 6.85 acre project generally located approximately 1,400 feet west of State Route 89 and 620 feet south of West Road 2 North at 740 West Road 1 North. The applicant is proposing to rezone the property from (MR-1) Multi-Family Residential-1 Acre Minimum to (MR-1) Multi-Family Residential-1 Acre Minimum with a Planned Area Development Overlay to increase the density and allow 192 units on site. (Jason Sanks, Development Services Director)

Public Works Director Marbury informed Council that the Brook Apartments applicant had withdrawn their application as of last Friday. Any new development on that property will require a new application.

- c) Review and discussion regarding the draft 2018 Strategic Plan. (Cecilia Grittman, Town Manager)

Ms. Grittman presented on this item:

- *Timeline:* Council met to work on the Plan on February 21 and April 4 and will be on the July 24 agenda for adoption.
- *Focus areas included:* water/water companies; OHM Industrial Park/jobs; roads/maintenance and funding; infrastructure and Town utilities; and maintaining a rural community and business-friendly environment.
- *17 action items:* Most of these were related to public works and would be vetted through subcommittees.
- *Future considerations included:* wastewater treatment plant expansion; water storage tank; commercial guidelines for community core; and infrastructure master plan.

Vice-Mayor Turner noted that a few of these were actively being worked on and were moving forward nicely.

Council asked Ms. Grittman to include in the Plan a statement about the code enforcement and cleanup projects. Ms. Grittman related that she will do that and added that interviews for code enforcement were being held next week; and staff will report to the Council regarding the community outreach plan.

4) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Jack Miller to go into executive session at 6:42 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Croft reconvened the special meeting at 7:18 p.m.

7) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:18 p.m.

Vote: 7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 17th day of July, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of August, 2018.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.e.

Meeting Date: 08/14/2018

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 24, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 24, 2018 regular meeting minutes.

Attachments

July 24, 2018 minutes

DRAFT

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

**TUESDAY, JULY 24, 2018
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 24, 2018.

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

Absent: Vice-Mayor Lon Turner

Staff Town Manager Cecilia Gritman; Town Attorney Andrew McGuire (electronically); Economic

Present: Development Project Manager John Coomer; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Frank Marbury; Development Services Director Jason Sanks; Planner Alex Lerma; Administrative Technician Kathy Frohock (videographer); Customer Service Manager JoAnn Brookins (recorder)

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

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

Mayor Croft read the proclamation.

3) CALL TO THE PUBLIC

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

Bud Hanen with the Chino Valley Morning Lions requested that the Town have a float in the parade, the Council be the grand marshal, and the Town Manager and employees be on the float as well.

Wayne Moyer, resident near the JC Ranch development, requested that Council reconsider the block wall from Road 4 North to Bumblebee, as landscaping alone would not be sufficient to

avoid liability issues with new residents and horses in his neighborhood.

Jeff Champ, Farmers Insurance owner, spoke about being willing to pay half the cost to extend the sidewalk flags flown along SR89 on holidays to Perkinsville Road, and requested that the Town consider paying other half.

Mitch Padilla, candidate for Justice of the Peace, spoke about a recent ride-along he took with a Chino Valley police officer.

Richard Straub, former Acting Public Works Director/Town Engineer, commended staff for job well done on the small police range planning, design, and construction.

Robert Schoon, resident near JC Ranch development, asked Council to reconsider the six-foot wall between JC Ranch and their properties, as sidewalks will promote more pedestrian use in their neighborhood.

John Garden spoke about the Big Chino project's public meetings, statistics, the ITC's website, and an informational brochure.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Councilmember Lane spoke about recognizing school safety zones when school was back in session.

Councilmember Best reported on an upcoming planning meeting for the Town's birthday, as well as an upcoming Upper Verde River Watershed Protection Coalition meeting, at which ITC will make a presentation.

Mayor Croft reported that YRMC Physician Care was relocating to the Chino Valley Medical Center urgent care facility on SR89 and West Road 1 North in August.

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

Ms. Grittman reported on an addition to the Yellow Ribbon Honor Tree: Curtis Shelton, Marine Corps, deployed to the Pacific.

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

Mr. Sanks reported on:

- *Permits and plan review statistics:* Permits dropped off a little this quarter; builders were running out of finished lots; and growth pressures were still there.
- *Current development reviews included:* 62 new lots in Colonial Villas and 172 one-acre lots in Century Ranch.
- *Code compliance statistics:* Cases were up due to rain and weeds. Interviews for a second Code Compliance Officer were scheduled. The new officer will focus on proactive actions and keeping businesses along SR89 in compliance with a soft approach.

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 Councilmember Mike Best, seconded by Councilmember Cloyce Kelly to accept consent agenda items.

Vote: 6 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2018-2019 financial contribution from the District to the Town for flood control improvements. (Frank Marbury, Public Works Director/Town Engineer)
- b) Consideration and possible action to approve the 2018 Town of Chino Valley Strategic Plan. (Cecilia Grittman, Town Manager)
- c) Consideration and possible action to adopt a Pension Funding Policy for the Town of Chino Valley Public Safety Personnel Retirement System. (Joe Duffy, Finance Director)
- d) Consideration and possible action to approve the Amended and Restated Agreement for Professional Consulting Services between the Town of Chino Valley and Mark Holmes, LLC for the purpose of providing professional water consultation in an amount not to exceed \$39,500. (Laura Kyriakakis, Human Resources Director)
- e) Consideration and possible action to approve the Covenant of Purpose and Use by the Town of Chino Valley for the benefit of the United States Department of Commerce, Economic Development Administration related to the Old Home Manor Industrial Park. (Joe Duffy, Finance Director)
- f) Consideration and possible action to accept the June 26, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

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

Recommended Action: Take no action.

Mr. Sanks reported that this item had been withdrawn at the applicant's request.

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

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

Mr. Lerma presented on this item:

- *Request:* The applicants desired to rezone a portion of their property and divide the lot. They intended to continue current uses in the AR-5 portion and divide the SR-1 portion in the future.
- *Current condition:* The current lot was being used for animal rescue and hay sales. The General Plan designation was medium density residential. Surrounding uses were residential to the north, south and west.
- *Public comment:* No one from the public attended the neighborhood meeting or contacted staff with comments.
- *Recommendation:* The Planning and Zoning Commission and staff recommended approval.

Council asked if the applicants were aware of the restrictions for further subdividing the SR?1 portion of the property. Mr. Lerma stated that they knew they could only divide it into three parcels.

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adopt Ordinance No. 18-851 to rezone 8.7 acres of a 15.8-acre site from AR-5 to SR-1.

Vote: 6 - 0 PASSED - Unanimously

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

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

Mr. Sanks reported that staff had received a request to postpone this item to the next regular meeting.

MOVED by Councilmember Mike Best, seconded by Councilmember Jack Miller to postpone this item to the next meeting.

Vote: 6 - 0 PASSED - Unanimously

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

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

Mr. Lerma presented on this item:

- *Request:* Approval would place the home in conformance within the commercial zoning district and allow it to be expanded.
- *Current condition:* A single-family residential home and garage were located on the property. The parcel was surrounded by single-family residential to the north and west.
- *History:* In 2000, the home was constructed on a 2.20-acre parcel. In December 2005, the property owner recorded a lot split into two 1.20-acre lots. In April 2016, Council adopted an Ordinance to rezone the property to Commercial Light, creating a legal non-conforming use and a condition under which the home could not be expanded. The applicant could have applied for a CUP, or a rezone, which would require a general plan amendment. As the area was commercial, staff supported the CUP option.
- *Public comment:* One citizen contacted staff with a concern that the property owners would establish a commercial use on the site. While the CL zoning permitted some types of commercial uses, the property owners had no plans to convert to commercial use.
- *Recommendation:* The Planning and Zoning Commission and staff recommended approval.

Council asked how the CUP would affect the property, as the home was now for sale. Mr. Lerma stated that the CUP would be attached to the property regardless of who owned it.

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to approve a Conditional Use Permit (CUP18-005) for APN 306-20-127B to allow the existing single family residential use within the CL (Commercial Light) zoning district.

Vote: 6 - 0 PASSED - Unanimously

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

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

Mr. Marbury on this item:

- *Request:* Staff proposed to use a cooperative contract through Buckeye to hire Sunland to complete Road 1 East.
- *Millings:* Staff had hoped to recycle some existing millings for the project, but found it to be cost prohibitive. As an alternative, Sunland will crush the millings into road base, thus saving \$200,000. It was not ideal, but for the cost involved, this was the best way to go.
- *Timeframe:* Staff hoped to complete the project in mid-September.

Council asked if this will complete ADOT's requirements. Mr. Marbury stated that it would.

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to award construction contract to Sunland Asphalt in an amount not to exceed \$375,579.41 for the Road 1 East Construction Project.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:49 p.m.

Vote: 6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 24th day of July, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of August, 2018.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 08/14/2018

Contact Person: Alex Lerma, Associate Planner
Phone: 928-626-4427 x-1295

Department: Development Services

Item Type: Action-Presentation

**Estimated length
of staff presentation:** 5 minutes

Physical location of item: Located approximately .25 miles north of the northwest corner of Center Street and State Route 89 intersection at 246 North State Route 89.

AGENDA ITEM TITLE:

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

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission recommend that Town Council approve a Conditional Use Permit (CUP18-005) for APN 306-23-057 to allow a food truck court on a CL (Commercial Light) zoned district, subject to the following conditions:

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

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

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



TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

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

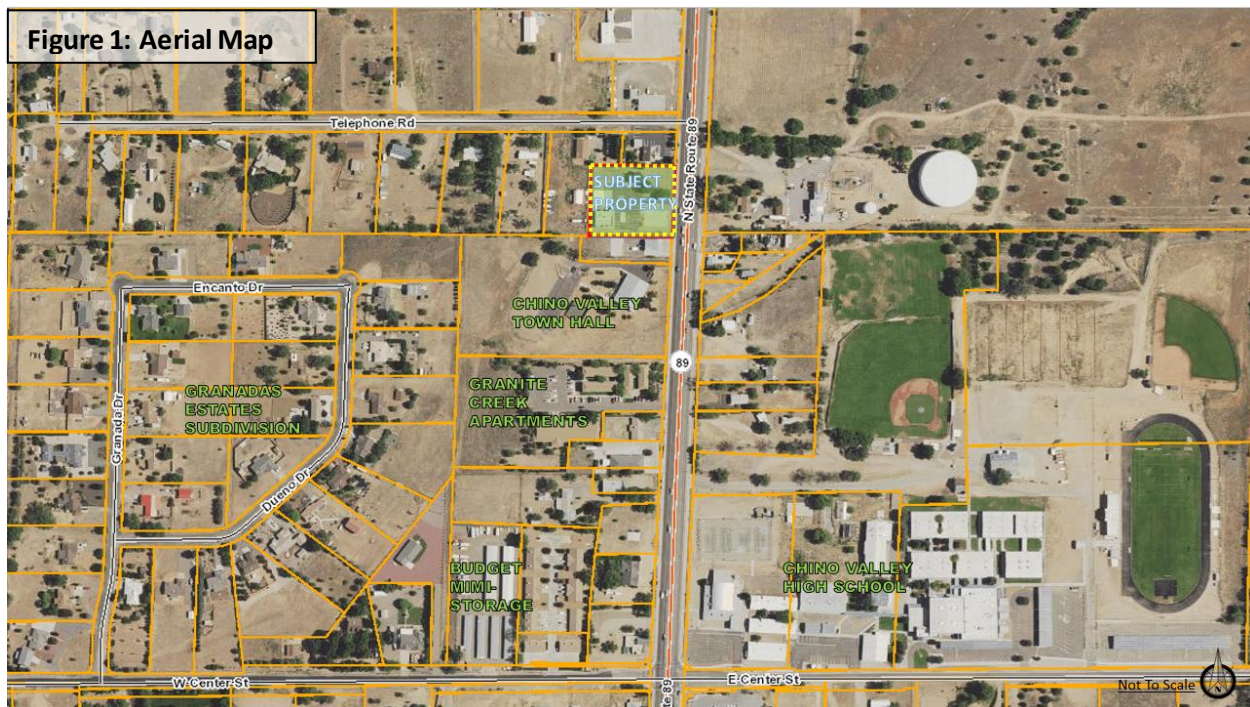
SITE DATA

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

BACKGROUND

SITE DESCRIPTION

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



PROJECT HISTORY

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

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

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

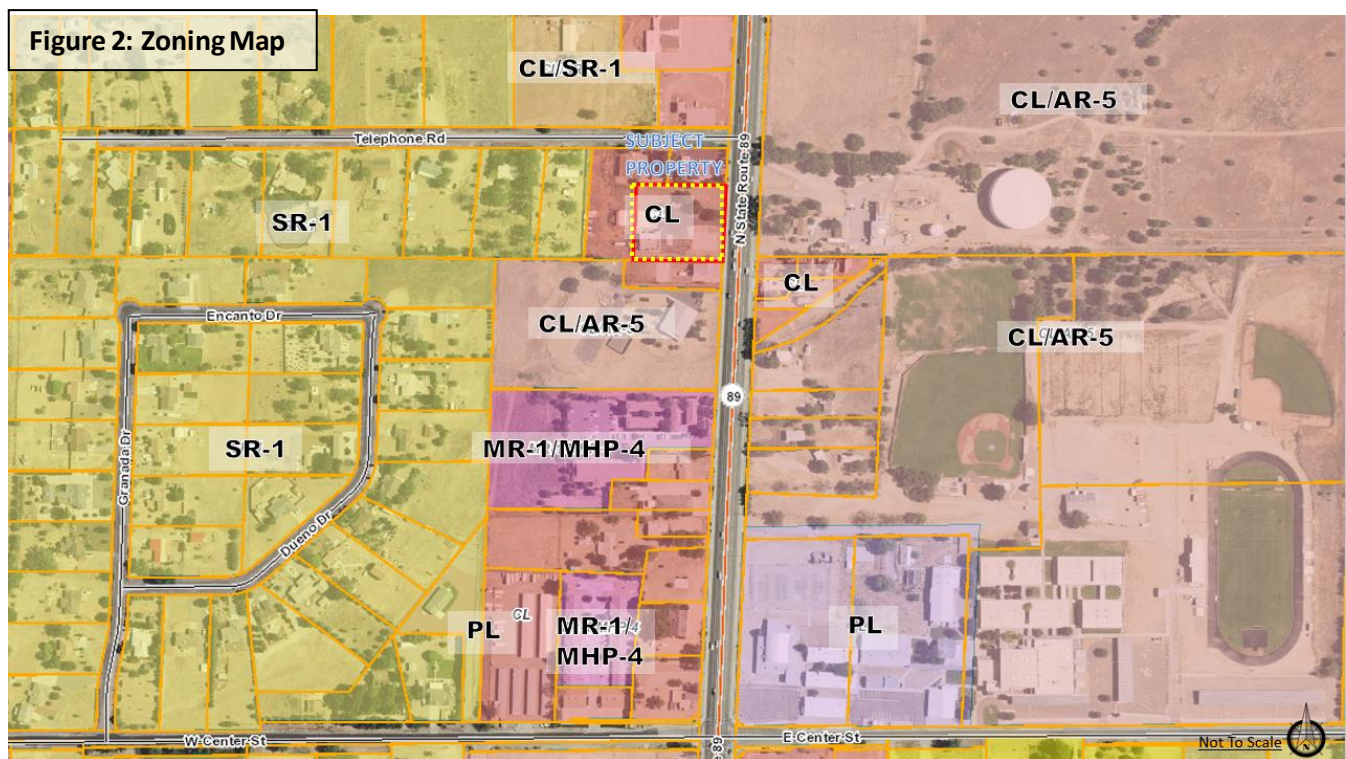
PROJECT DESCRIPTION

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

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

SURROUNDING PROPERTIES ZONING AND LAND USES

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



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

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

PUBLIC REVIEW PARTICIPATION

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

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

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

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

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

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

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

Vote: 7-0 Passed-Unanimously

STAFF ANALYSIS AND RECOMMENDATION

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

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

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

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

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

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

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

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

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

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

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

Appendix A: Site Plan





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



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

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

August __, 2018

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

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

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

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

This Use Permit is subject to the following conditions:

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

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

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

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



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

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

Sincerely,

Alejandro Lerma
Planner

Enclosure (Exhibits):

1.	Legal Description
2.	Map
3.	Site Plan



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

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

Exhibit 1 – Legal Description



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

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

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

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

Thence West 300 feet to a point;

Thence South 200 feet;

Thence East 300 feet;

Thence North 200 feet to THE POINT OF BEGINNING.



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

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

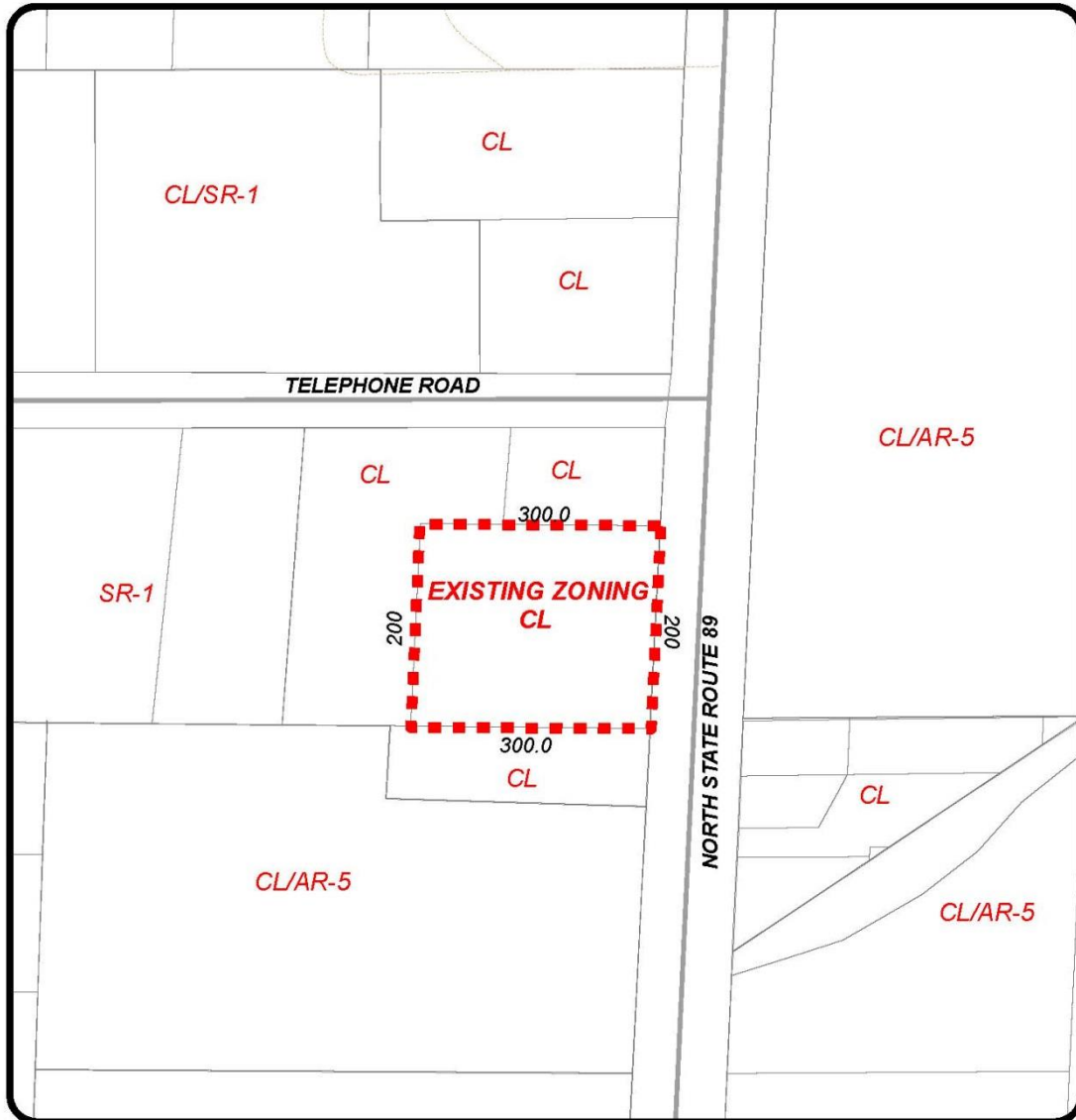
Exhibit 2 – Map



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

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

EXHIBIT 2



Z18-00004: Eldredge Food Court

■ ■ ■ Subject Property

Applicant: Bruce Eldredge

Request: CUP to allow a food truck court

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



Not to Scale



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

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

Exhibit 3 – Site Plan



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

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

Exhibit 3 – Site Plan





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 08/14/2018
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Community Services
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the A-Team Electrical Services, Inc. bid to install lights on the ball field located at the southeast corner of the Recreation Center Complex.

RECOMMENDED ACTION:

Approve the bid from A-Team Electrical Services, Inc. for \$286,632.59 to install new ball field lights at the Recreation Center Complex.

SITUATION AND ANALYSIS:

When the fields were constructed at the Recreational Center Complex lights were not installed on two of the fields. However, the Town did run conduit and installed other electrical components for the future lighting of both fields.

A-Team Electrical Services, working with Musco Lighting (the company that installed the lights on the first two fields) met with staff and developed a lighting plan to light the south east corner field. Please review the attached lighting plan. The two poles A1 and B1 are designed to accommodate the future lights in of the field on the southwest corner.

Musco Lighting prepared a cost estimate on the time period required to recoup the additional cost of installing LED lights versus Halide lights. Staff reviewed the information and determined the length of time for the payback to be cost effective does not justify the additional expense and is recommending the Halide lights, which will match our existing lights.

Fiscal Impact

Fiscal Impact?: 286,632.50
If Yes, Budget Code: 05-90-5534
Available: 300,000.00

Funding Source:

This project is included in the fiscal year 2018/2019 budget.

Attachments

CPA - A-Team Electrical -Rec Center Ballfield Lights

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 14, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and A-Team Electrical Services, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”) entered into Contract No. 2017-181.16, dated April 19, 2017 (the “Prescott Contract”), for the Contractor to provide various facility and building maintenance services. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with the installation of ball field lights at the recreation center complex, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 18, 2019, unless terminated as otherwise provided in this Agreement or the Prescott Contract.

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

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$286,632.59 for Materials and Services at the unit rates set forth in the Prescott Contract and as more particularly set forth in the Proposal.

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

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

7. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 8 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to

comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

13. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any Town-approved Work Orders, the Prescott Contract and invoices, the documents shall govern in the order listed herein.

14. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the

“City” (as defined in the Prescott Contract) for the purposes of the portions of the Prescott Contract that are incorporated herein by reference.

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

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

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	A-Team Electrical Services, Inc. P.O. Box 432 Chino Valley, Arizona 86323 Attn: Steve Myers

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

A-TEAM ELECTRICAL SERVICES, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.

[Prescott Contract]

See following pages.



Fleet and Facilities Services Department
432 N. Virginia
Prescott, AZ 86301

July 10, 2018

Steve Meyers
A-Team
1993 E. Gavin Court
Chino Valley, AZ 86323

Re: 17181.16 Contract Extension

Dear Mr. Meyers:

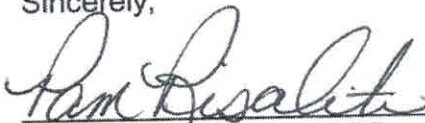
The referenced contract was awarded to your company for the purpose of providing electrical services for the City of Prescott. The initial term of the contract was for one year with a renewal provision that allows for up to a four (4) year extension by mutual consent of the parties.

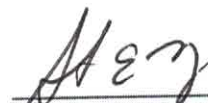
The City is very satisfied with your company's performance under the contract and would like to execute a four-year extension to the contract under the same terms and conditions as contained within the original contract. The new expiration date will be June 30, 2022.

Please sign and date in the space provided below agreeing to the extension, keep a copy for your files and return the original to me at the above address.

Thank you for your services under this contract, and I look forward to our continued partnership.

Sincerely,


Pam Risaliti C.P.M., CPPB
Contract Specialist

 7-11-18
Steve Myers Date
Project Manager



GENERAL SERVICES CONTRACT

2017-181.16
ATEAM Electric

THIS AGREEMENT, made and entered into this 19th day of April, 2017, by and between ATEAM Electric of the City of Prescott, County of Yavapai, State of Arizona, herein after designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: IFB# 2017-181 Various Facility and Building Maintenance Services, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Facilities Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Contract Specialist or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of February 14, 2017, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of one year. The contract may be extended for additional four years up to a total of five years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent with justification of an increase.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, an annual estimated amount of Twenty Thousand dollars and no cents (\$ 20,000.00) plus any approved contract amendments, for the full and satisfactory

completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate

account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X- OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – BONDS (if applicable)

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of

litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Pam Risaliti, C.P.M, CPPB
Contract Specialist
City of Prescott
432 N. Virginia
Prescott, AZ 86301

- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that 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 resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any

other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. **INSURANCE:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect

at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Contract Specialist at pam.risaliti@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

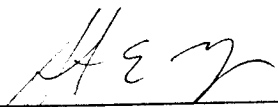
- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is

exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

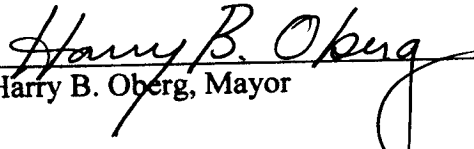
Witness, if Contractor is an Individual


ATEAM Electric

By: STEVE MYERS

Title: PROJECT MANAGER

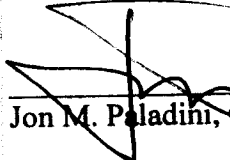
City of Prescott, a municipal corporation


Harry B. Oberg, Mayor

Attest:


Dana R. DeLong, City Clerk

Approved as to Form:


Jon M. Paladini, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix, AZ 85012-3068	CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No, Ext): 802.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CopperPoint Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED A-Team Electrical Services Inc PO Box 432 Chino Valley, AZ 86323	NAIC # 14216

COVERAGES

CERTIFICATE NUMBER: 238

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	X 1006676	10/01/2016	10/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: IFB#2017-181 Location: Various AZ Locations
 5190-ELECTRICAL WIRING-WITHIN BUILDINGS, 8810-CLERICAL OFFICE EMPLOYEES-N.O.C., 5040-IRON/STEEL
 ERECT-RADIO/TV/TANK/CHIM

CERTIFICATE HOLDER

CANCELLATION

City of Prescott 201 S Cortez Prescott, AZ 86303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CONTRACT TRACKING SHEET

CONTRACT NO: 2017-181.1 to 2017.181.26

For Contract Review –

1st Step: City Clerk will assign a contract number (if Council action is required, get number first and include in Council Agenda Memo)

2nd Step: Route Contract and applicable documents through Legal Department

***** Certificate of Liability/Insurance MUST be attached. Please include the expiration date.**

PROCESS NOTE: The Legal Department MUST review all IGAs, Easements, Lease Property Acquisition and Development Agreements as well as all Contracts. Must be reviewed and signed off by both Risk Manager & Legal Department prior to any action taken.

Please fill out this form completely or it will be returned to you prior to review, approval, or scanning in OnBase. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one):

- ☐ Contract
- ☐ Change Order/Modification (How many change orders are connected to this contract? _____)
ORIGINAL CONTRACT NO: _____ **for this change order**
- ☐ Amendment (How many amendments are connected to this contract? _____)
ORIGINAL CONTRACT NO: _____ **for this amendment**
- ☐ IGA ☐ Lease/Property Acquisition
- ☒ General Services ☐ Development Agreement
- ☐ Professional Services ☐ License Agreement
- Other: please specify: ☐ Construction ☐ Easement

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:

Recreation Services
Pam Risaliti Ext. 1659

Contractor or Vendor Name, Address, Tel. No.:

Various Facility Services contracts per IFB# 2017-181

Project Name

Facility Services

Ord/Res No: _____ if applicable

Brief Summary of the Services to be provided:

Plumbing, electrical, painting, drywall, pest control, etc...

Terms:

Start: 02/14/17 Expire: 02/13/18

Contract Amount: \$ 20,000.00

Does contract require Council approval? ☒ Yes ☐ No

Scheduled Council Date: 02/14/17

Does document need to be recorded ☐ Yes ☐ No

ADDITIONAL COMMENTS/INSTRUCTIONS? _____

INSURANCE & BONDS

None Required ☐

Insurance Certificate:	☒ Attached	_____ Initial	Date: _____ Exp. Date _____
Bid Bond:	☐ Attached	_____ Initial	Date: _____
Performance Bond:	☐ Attached	_____ Initial	Date: _____
Payment Bond:	☐ Attached	_____ Initial	Date: _____

FINAL REVIEW AND APPROVAL: Please initial

☐ Legal: _____	Date: _____	Contracts/Procured Services
☐ Risk Mgmt: _____	Date: _____	Contracts and Certificates
☐ City Manager: _____	Date: _____	when required

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.

[Proposal]

See following pages.

		AND INTEGRITY OF CUSTOMERS DISTRIBUTION SYSTEM. WE FOLLOW ALL OSHA		75 of 88
		AND INDUSTRY STANDARDS REQUIRED TO COMPLETE THE PROJECT IN A TIMELY		
		MANNER, WITHOUT LOSING SIGHT OF OUR PRIME CONCERNS.		

THANK YOU FOR THIS OPPORTUNITY TO OFFER OUR SERVICES.

IF YOU HAVE ANY FURTHER QUESTIONS, PLEASE, DON'T HESITATE TO CONTACT THE UNDERSIGNED.

† PRICES ARE FIRM FOR 60 DAYS.

‡ PRICES ARE PER CUSTOMER SPECIFICATIONS, OR OTHERWISE NOTED.

ESTIMATE # 14271

RESPECTFULLY YOURS ,

Steve Myers/John Ragland

Chino Valley Baseball

Chino Valley, AZ

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	70'	15'	1	TLC-BT-575	0.58 kW	B
		15'	1	TLC-BT-575	0.58 kW	A
		70'	5	TLC-LED-1150	5.75 kW	B
		70'	3	TLC-LED-1150	3.45 kW	A
A2	60'	15'	1	TLC-BT-575	0.58 kW	A
		60'	3	TLC-LED-1150	3.45 kW	A
A3	70'	15'	1	TLC-BT-575	0.58 kW	B
		70'	5	TLC-LED-1150	5.75 kW	B
B1	80'	15'	1	TLC-BT-575	0.58 kW	B
		15'	1	TLC-BT-575	0.58 kW	A
		80'	7	TLC-LED-1150	8.05 kW	B
		80'	6	TLC-LED-1150	6.90 kW	A
B2	70'	15'	1	TLC-BT-575	0.58 kW	A
		70'	6	TLC-LED-1150	6.90 kW	A
B3	80'	15'	1	TLC-BT-575	0.58 kW	B
		80'	7	TLC-LED-1150	8.05 kW	B
		80'	6	TLC-LED-1150	6.90 kW	B
C1-C2	60'	15'	2	TLC-BT-575	1.15 kW	A
		60'	6	TLC-LED-1150	6.90 kW	A
C3-C4	70'	15'	2	TLC-BT-575	1.15 kW	B
		70'	6	TLC-LED-1150	6.90 kW	B
10			82		85.10 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball	39.1 kW	38
B	Baseball	46.0 kW	44

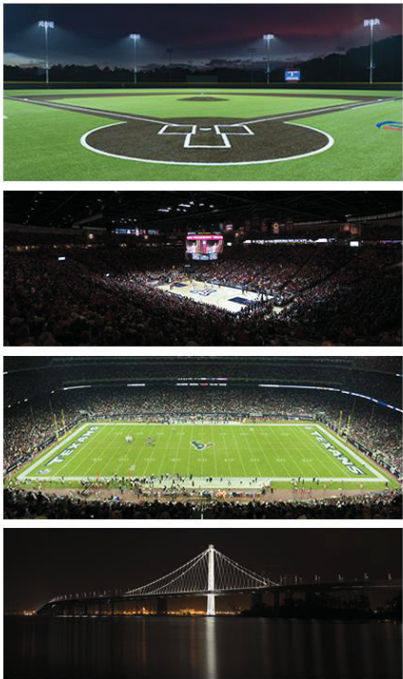
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>63,500	>63,500	>63,500	66
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>63,500	>63,500	>63,500	16

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Baseball (Infield)	Horizontal Illuminance	51.3	42	61	1.47	1.22	B	44
Baseball (Outfield)	Horizontal Illuminance	32	21	46	2.18	1.52	B	44
MultiPurpose	Horizontal	33.7	14	60	4.34	2.41	A	38
Property Line	Horizontal	0.02	0	0.11	650035.90		A,B	82
Property Line	Max Candela (by Fixture)	1030	1.82	5710	3132.51	565.74	A,B	82
Property Line	Max Vertical Illuminance Metric	0.04	0	0.21	26763.52		A,B	82
Softball (Infield)	Horizontal Illuminance	50.4	35	61	1.73	1.44	A	38
Softball (Outfield)	Horizontal Illuminance	32.1	22	50	2.26	1.46	A	38

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

From Hometown to Professional



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PROJECT SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1	
				70'	TLC-LED-1150	5/3*	3	5	
1	A2	60'	-	15'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1150	3	3	0	
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1	
				80'	TLC-LED-1150	7/6*	6	7	
1	B2	70'	-	15'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1150	6	6	0	
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1150	6	6	0	
6	TOTALS						52	38	14

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY

Name: **Softball**
Size: 200'/200'/200' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.43	32.09
Maximum:	61	50
Minimum:	35	22
Avg / Min:	1.43	1.45
Guaranteed Max / Min:	2	2.5
Max / Min:	1.73	2.26
UG (adjacent pts):	1.24	1.46
CU:	0.36	
No. of Points:	25	73

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 38
Total Load: 39.1 kW

Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1150	5/3*	3	5
1	A2	60'	-	15'	TLC-BT-575	1	1	0
				60'	TLC-LED-1150	3	3	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1
				80'	TLC-LED-1150	7/6*	6	7
1	B2	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	6	6	0
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0
				60'	TLC-LED-1150	6	6	0
6	TOTALS					52	38	14

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗

Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY

Name: MultiPurpose
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 33.67

Maximum: 60

Minimum: 14

Avg / Min: 2.42

Max / Min: 4.34

UG (adjacent pts): 1.66

CU: 0.71

No. of Points: 210

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 52,000 lumens

No. of Luminaires: 38

Total Load: 39.1 kW

Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



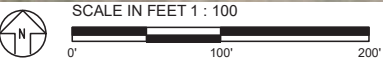
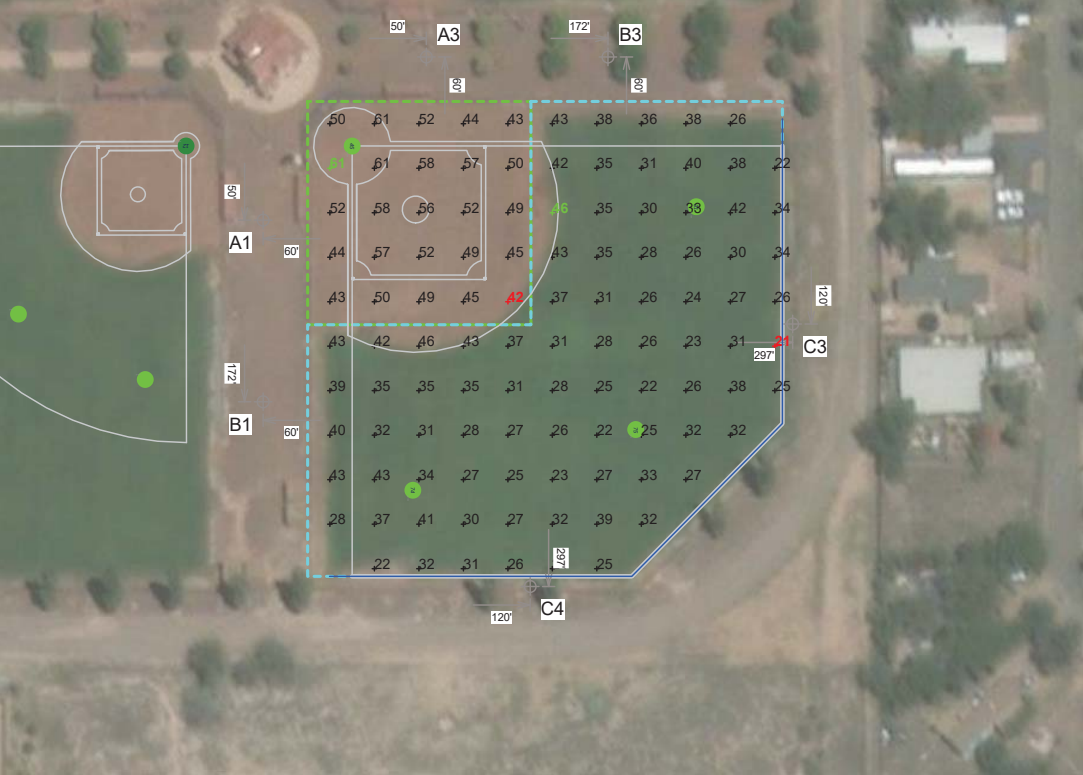
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1150	5/3*	5	3
1	A3	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	5	5	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1
				80'	TLC-LED-1150	7/6*	7	6
1	B3	80'	-	15'	TLC-BT-575	1	1	0
				80'	TLC-LED-1150	7	7	0
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
6	TOTALS					55	44	11

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY	
Name:	Baseball
Size:	Irregular 290' / 338' / 290'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
	Infield	Outfield	
Guaranteed Average:	50	30	
Scan Average:	51.25	31.95	
Maximum:	61	46	
Minimum:	42	21	
Avg / Min:	1.23	1.52	
Guaranteed Max / Min:	2	2.5	
Max / Min:	1.47	2.18	
UG (adjacent pts):	1.28	1.74	
CU:	0.76		
No. of Points:	25	84	
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 52,000 lumens		
No. of Luminaires:	44		
Total Load:	46.0 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500
Reported per TM-21-11. See luminaire datasheet for details.			

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
1	A1	70'	-	15'	TLC-BT-575	1/1*	2
				70'	TLC-LED-1150	5/3*	8
1	A2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	3	3
1	A3	70'	-	15'	TLC-BT-575	1	1
				70'	TLC-LED-1150	5	5
1	B1	80'	-	15'	TLC-BT-575	1/1*	2
				80'	TLC-LED-1150	7/6*	13
1	B2	70'	-	15'	TLC-BT-575	1	1
				70'	TLC-LED-1150	6	6
1	B3	80'	-	15'	TLC-BT-575	1	1
				80'	TLC-LED-1150	7	7
2	C1-C2	60'	-	15'	TLC-BT-575	2	2
				60'	TLC-LED-1150	6	6
2	C3-C4	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	6	6
10	TOTALS					82	82

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY	
Name:	Property Line
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	0.0213
Maximum:	0.11
Minimum:	0.00
No. of Points:	31
LUMINAIRE INFORMATION	
Color / CRI:	5700K - 75 CRI
Luminaire Output:	121,000 / 52,000 lumens
No. of Luminaires:	82
Total Load:	85.1 kW
Lumen Maintenance	
Luminaire Type	L90 hrs L80 hrs L70 hrs
TLC-LED-1150	>63,500 >63,500 >63,500
TLC-BT-575	>63,500 >63,500 >63,500
Reported per TM-21-11. See luminaire datasheet for details.	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
1	A1	70'	-	15'	TLC-BT-575	1/1*	2	0	
				70'	TLC-LED-1150	5/3*	8	0	
1	A2	60'	-	15'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1150	3	3	0	
1	A3	70'	-	15'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1150	5	5	0	
1	B1	80'	-	15'	TLC-BT-575	1/1*	2	0	
				80'	TLC-LED-1150	7/6*	13	0	
1	B2	70'	-	15'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1150	6	6	0	
1	B3	80'	-	15'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1150	7	7	0	
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1150	6	6	0	
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1150	6	6	0	
10	TOTALS					82	82	0	

* This structure utilizes a back-to-back mounting configuration



Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY	
Name:	Property Line
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED MAX VERTICAL FOOTCANDLES			
	Entire Grid		
Scan Average:	0.0382		
Maximum:	0.21		
Minimum:	0.00		
No. of Points:	31		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 52,000 lumens		
No. of Luminaires:	82		
Total Load:	85.1 kW		
	Lumen Maintenance		
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500
Reported per TM-21-11. See luminaire datasheet for details.			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
1	A1	70'	-	15'	TLC-BT-575	1/1*	2
				70'	TLC-LED-1150	5/3*	8
1	A2	60'	-	15'	TLC-BT-575	1	1
				60'	TLC-LED-1150	3	3
1	A3	70'	-	15'	TLC-BT-575	1	1
				70'	TLC-LED-1150	5	5
1	B1	80'	-	15'	TLC-BT-575	1/1*	2
				80'	TLC-LED-1150	7/6*	13
1	B2	70'	-	15'	TLC-BT-575	1	1
				70'	TLC-LED-1150	6	6
1	B3	80'	-	15'	TLC-BT-575	1	1
				80'	TLC-LED-1150	7	7
2	C1-C2	60'	-	15'	TLC-BT-575	2	2
				60'	TLC-LED-1150	6	6
2	C3-C4	70'	-	15'	TLC-BT-575	2	2
				70'	TLC-LED-1150	6	6
10	TOTALS					82	82

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 200
0' 200' 400'
Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Chino Valley Baseball

Chino Valley,AZ

GRID SUMMARY	
Name:	Property Line
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED CANDELA (PER FIXTURE)			
Entire Grid			
Scan Average:	1029.6445		
Maximum:	5709.54		
Minimum:	1.82		
No. of Points:	31		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 52,000 lumens		
No. of Luminaires:	82		
Total Load:	85.1 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500
Reported per TM-21-11. See luminaire datasheet for details.			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 200



ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Pole location(s) ⓧ dimensions are relative to 0,0 reference point(s) ⊗

Chino Valley Baseball

Chino Valley, AZ

EQUIPMENT LAYOUT

INCLUDES:

- Baseball
- Softball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
1	A1	70'	-	15'	TLC-BT-575	1/1*
				70'	TLC-LED-1150	5/3*
1	A2	60'	-	15'	TLC-BT-575	1
				60'	TLC-LED-1150	3
1	A3	70'	-	15'	TLC-BT-575	1
				70'	TLC-LED-1150	5
1	B1	80'	-	15'	TLC-BT-575	1/1*
				80'	TLC-LED-1150	7/6*
1	B2	70'	-	15'	TLC-BT-575	1
				70'	TLC-LED-1150	6
1	B3	80'	-	15'	TLC-BT-575	1
				80'	TLC-LED-1150	7
2	C1-C2	60'	-	15'	TLC-BT-575	2
				60'	TLC-LED-1150	6
2	C3-C4	70'	-	15'	TLC-BT-575	2
				70'	TLC-LED-1150	6
10	TOTALS					82

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)					
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	480 (60)
Single Phase Voltage						
TLC-LED-1150	6.8	6.5	5.9	5.1	4.1	3.7
TLC-BT-575	3.2	3.0	2.8	2.4	1.9	1.4



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EQUIPMENT LAYOUT

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com



Chino Valley Baseball:

25 Year Life Cycle Cost Estimate

of fixtures x kW consumption per fixture x estimated kW rate x estimated # usage
hours per year x 25 years

Metal Halide Technology

44 fxts x 1.564 x .12 x 800hrs x 25 = \$165,158.40

LED Technology

44fxts x 1.15 x .12 x 800hrs x 25 = \$121,440

25 Year Savings: \$43,718.40

Dee Smith

Musco Sales

480-521-8271

dee.smith@musco.com



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 08/14/2018
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the expenditure of approximately \$900.00 for the purchase of United States flags to line State Route 89 from where they terminate north of Road 2 North to Perkinsville Road.

RECOMMENDED ACTION:

Approve the expenditure of approximately \$900.00 for the purchase of United States flags to line State Route 89 from where they terminate north or Road 2 North to Perkinsville Road.

SITUATION AND ANALYSIS:

Jeff Champ, from Farmer's Insurance, approached the Council in Call to the Public at the 7/24/18 Council meeting and challenged the Council to participate in increasing the number of United States flags that are lining State Route 89 in Chino Valley. Chino Valley's American Legion lines part of State Route 89 with American flags on major national holidays.

Jeff Champ is interested in extending the flag placement north to the Perkinsville round-about. He is willing to pay 50% (one-half) of the cost that the American Legion provided as the estimate. Total to line both sides of the highway is approximately \$1,792.00, with Mr. Champ's half and the Town's half being approximately \$896.00

Town Council and Town staff would like to challenge the community - businesses, organizations, and citizens, to participate and continue to line additional flags north and south on State Route 89, to demonstrate our patriotism and loyalty to our nation.

Staff recommends that Council support the initiative and challenge given by Mr. Champ, and fund the additional flags. If Council supports the idea, staff will work with the Legion and Mr. Champ to ensure this is done in a timely fashion.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-50-5225

Available: 900.00

Funding Source:

Funds to come from Council public relations budget line.

Attachments	
J Champ	

FLAG PROPOSAL

Extending Flag placement north to Perkinsville Round A Bout.

American Legion Estimate:

32 Flags, Poles and holders.

\$56 per flag

Total Cost \$1792.

Farmers Insurance, Jeff Champ Agency will pay 50% and it requesting the Town match him.

\$896 Jeff Champ, Farmers Insurance

\$896 Town of Chino Valley

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