Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, September 26, 2017
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.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

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

6. CONSENT AGENDA

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

a. Consideration and possible action to approve amendment to the final plat for North Chino Business Park Condominium, located at 2700 N. State Route 89. (Richard Straub, Assistant Public Works Director/Town Engineer)

b. Consideration and possible action to approve Sewer Connection Agreement with Thomas M. Holliday and Sara Holliday pertaining to sewer connection fees. (Joe Duffy, Finance Director)

c. Consideration and possible action to establish an Ad Hoc Council UDO Update Subcommittee, consisting of Councilmember Turner (Chair), and Councilmembers Mendoza and Kelly, to work with a staff working group to update conflicting provisions in the Unified Development Ordinance (UDO). (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the September 12, 2017 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 Lease Agreement between the Town of Chino Valley and Boys and Girls Club of Central Arizona, for use of the Community Center for after-school and summer youth programs. (Scott Bruner, Community Services Director)

Recommended Action: Approve Lease Agreement between the Town and Boys and Girls Club of Central Arizona, for use of the Community Center for after-school and summer youth programs.

b. Consideration and possible action to approve Ordinance No. 17-838, approving a zone change from AR-5 (Agricultural Residential-5 Acre Minimum) to SR-2.5 (Single Family Residential- 2.5 Acre Minimum) for approximately 7 acres of real property generally located on the northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane, and identified as Yavapai County Assessor's Parcel Number 306-04-009R. (Owner/Applicant Carol Osterman) (Alex Lerma, Associate Planner)

Recommended Action: Approve Ordinance No. 17-838, approving a zone change from AR-5 to SR-2.5 zoning district for approximately 7 acres of real property at 3065 Bacon Lane.

c. Consideration and possible action to approve Change Order No. 2 to the Agreement with CivilTec Engineering, Inc. for Old Home Manor Industrial Park improvements for additional engineering and contract administration services in the amount of $12,850.00. (Richard Straub, Assistant Public Works Director/Town Engineer)

Recommended Action: Approve Change Order No. 2 to the Agreement with CivilTec Engineering, Inc. for Old Home Manor Industrial Park improvements for additional engineering services and contract administration in the amount of $12,850.00.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 21st day of September, 2017.

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

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	09/26/2017
Contact Person:	Richard Straub, Interim Public Works Director/Town Engineer Phone: 928.636.2646 x-1308
Department:	Public Works
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	2700 N. State Route 89

AGENDA ITEM TITLE:

Consideration and possible action to approve amendment to the final plat for North Chino Business Park Condominium, located at 2700 N. State Route 89.

RECOMMENDED ACTION:

Approve amendment to the final plat for North Chino Business Park Condominium.

SITUATION AND ANALYSIS:

Issue Statement

Applicant Watkins Leasing, LLC received approval from the Council of a final plat for the North Chino Business Park Condominium on November 8, 2016. Subsequently, the County Recorder requested changes to several interior building dimensions, which the surveyor had done, and changing a line from proposed property line to property line. Per the Town Attorney, this amendment requires Council approval to approve the revisions requested by the County Recorder.

Summary of Issues and Staff Rationale

The Plat divided the airspace within the existing structures into three (3) units, each having a concomitant external tract (Tracts 1A, 2A, 3A) and a common area for parking mutual use. No additional structures were proposed; the applicant had requested the ability to divide airspace rather than land, thereby creating a condominium form of ownership rather than fee simple.

The subject parcel is currently zoned CH (Commercial Heavy) and carries a General Plan land use designation of Commercial/Multi-family residential. The plat approval had no effect on zoning or land use and complied with both the UDO and the General Plan.

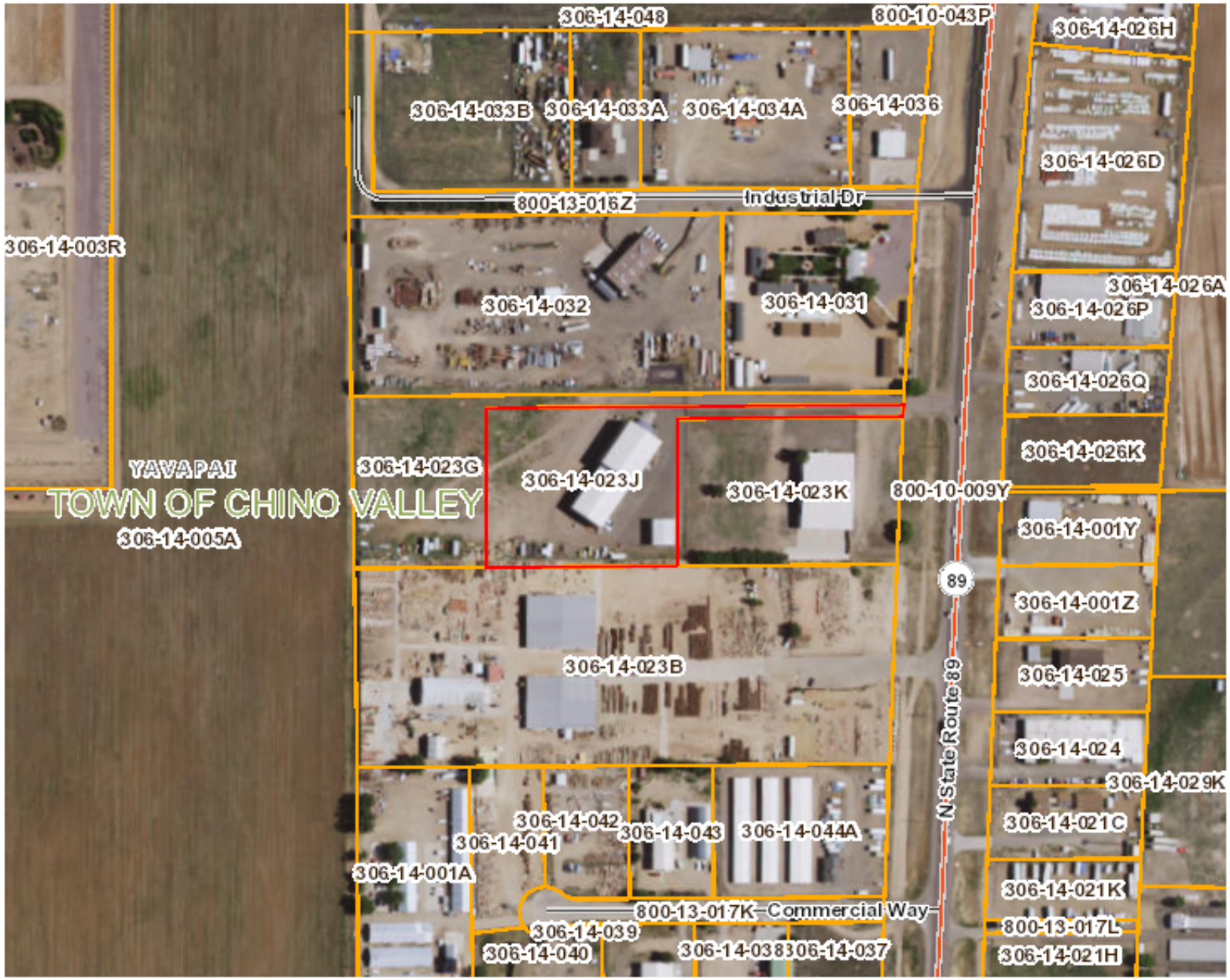
Fiscal Impact

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

Attachments

Site Location Map
Condominium Plat

North Chino Business Park Condominium



Legend

- City Boundaries
- Cottonwood
- Peoria
- Prescott
- Sedona
- Camp Verde
- Chino Valley
- Clarkdale
- Dewey-Humboldt
- Jerome
- Prescott Valley
- Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- Parcel Labels
- Cities

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

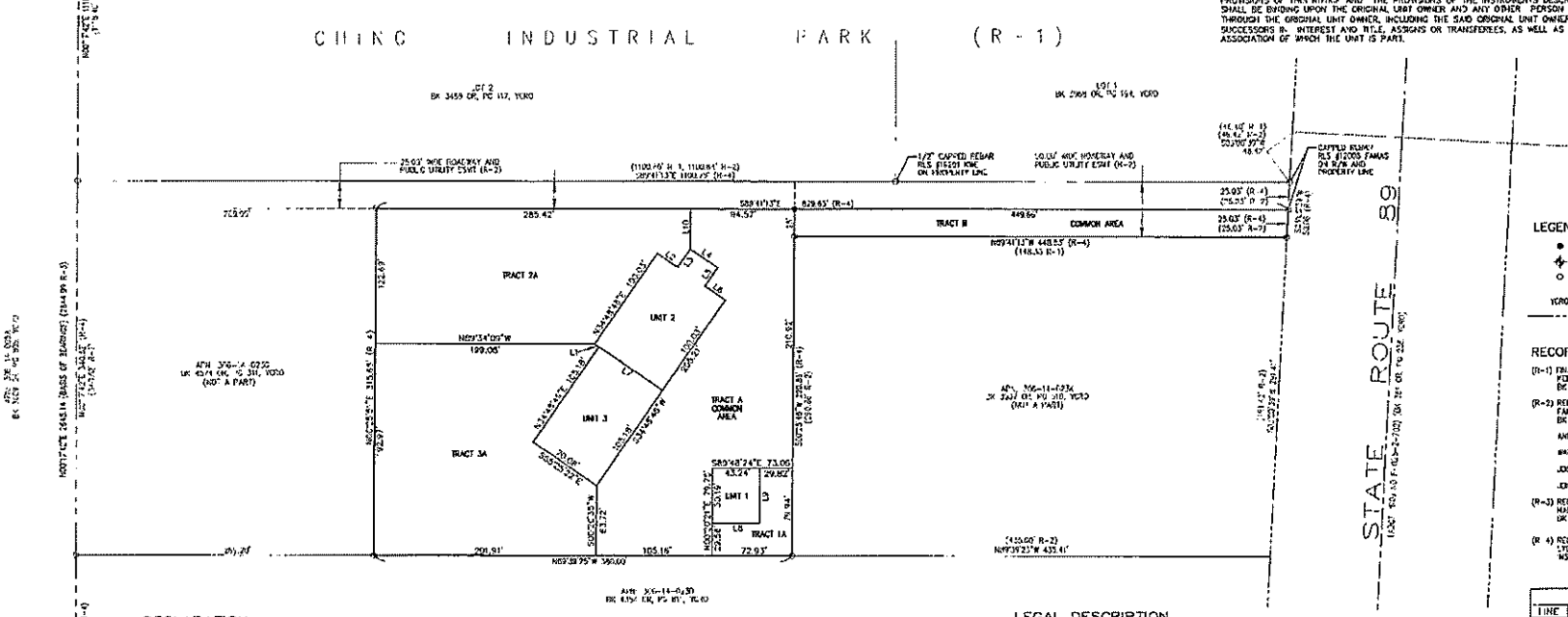
Map printed on: 11.1.2016

AMENDED FINAL PLAT

NORTH CHINO BUSINESS PARK CONDOMINIUM
UNITS 1, 2, AND 3

SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA

TOWN OF CHINO VALLEY 1100 REF 1/4 5 10 1997 MLS 13190



NOTES

1) ALL AGREEMENTS CONTAINED HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND UPON RECORDING SHALL BE BINDING UPON ANY SUBSEQUENT PURCHASER OR OCCUPIER OF THE PROPERTY OR ANY PORTION THEREOF.

2) ALL WHO ACQUIRE A DEED TO A UNIT OR OTHERWISE ACQUIRE TITLE TO A UNIT (INCLUDING THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST, SUCCESSORS IN TITLE, AND ASSIGNS), SHALL TAKE SUBJECT TO THE PROVISIONS OF THIS PLAT FOR NORTH CHINO BUSINESS PARK CONDOMINIUM UNITS 1, 2, AND 3, AND THE TERMS, INDEMNITIES, LIMITATIONS, REMEDIES AND PROCEDURES SET FORTH IN THE CONDOMINIUM DECLARATION. THE OBLIGATIONS AND ENFORCEABILITY OF WHICH SHALL SURVIVE THE RECORDING OF THE INITIAL AND ALL SUBSEQUENT DEEDS TO EACH UNIT AND BE NOT MERGED THEREIN, AND RUN WITH THE LAND AND EVERY UNIT IN NORTH CHINO BUSINESS PARK CONDOMINIUM UNITS 1, 2, AND 3, IN PERPETUITY. DEEDS TO UNITS MAY CONTAIN THE PROVISIONS OF THIS NOTICE BY REFERENCE, BUT REGARDLESS OF WHETHER ANY SUCH RELIANCE IS MADE IN ANY DEED, THE PROVISIONS OF THIS NOTICE AND THE PROVISIONS OF THE INSTRUMENTS DESCRIBED HEREIN SHALL BE BINDING UPON THE ORIGINAL UNIT OWNER AND ANY OTHER PERSON CLAIMING THROUGH THE ORIGINAL UNIT OWNER, INCLUDING THE SAID ORIGINAL UNIT OWNER'S HEIRS, SUCCESSORS IN INTEREST AND TITLE, ASSIGNS OR TRANSFEREES, AS WELL AS ANY OWNER'S ASSOCIATION OF WHICH THE UNIT IS PART.

LEGEND

- ● SET CAPPED REBAR RLS# 46473
- ✚ FOUND SECTION OR QUARTER CORNER
- ○ FOUND CAPPED REBAR RLS# 45750 UNLESS OTHERWISE NOTED
- YCRO YAVAPAI COUNTY RECORDERS OFFICE
- ——— SECTION LINE

RECORD INFORMATION

(R-1) FINAL PLAT - CHINO INDUSTRIAL PARK FOLEY/WISE ENGINEERING, INC BK 34 MAP, PG 78, YCRO - 1997

(R-2) RECORD OF SURVEY FAMAS LAND SURVEYORS BK 38 LS, PG 98, YCRO 1997

AND

WARRANTY DEED - BK 3537 OR, PG 516, YCRO

JOINT TENANCY DEED - BK 3537 OR, PG 517, YCRO

JOINT TENANCY DEED - BK 4085 OR, PG 802, YCRO

(R-3) RECORD OF SURVEY HANSEN ENGINEERING & SURVEYING BK 103 LS, PG 81, YCRO - 2004

(R-4) RECORD OF SURVEY LYON ENGINEERING & SURVEYING M#16-0010586, YCRO

LINE TABLE

LINE	LENGTH	BEARING
L1	4.93	S55°23'22"E
L2	22.31	S55°23'22"E
L3	20.20	N35°01'27"E
L4	30.25	S55°23'22"E
L5	20.20	S34°55'36"W
L6	22.49	S55°23'22"E
L7	70.08	S55°23'22"E
L8	41.93	S89°44'35"E
L9	30.25	N00°16'37"E
L10	39.92	N00°16'47"E

AREA TABLE

USE	AREA (SF)
UNIT 1	2,122.38
UNIT 2	8,121.30
UNIT 3	7,370.72
TRACT A, COMMON AREA	22,079.89
TRACT 1A	3,858.00
TRACT 2A, STORAGE YARD	30,471.49
TRACT 3A, STORAGE YARD	35,318.14
TRACT B, COMMON AREA	11,228.00

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WATSONS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER AND DECLARANT OF THAT CERTAIN REAL PROPERTY SITUATED WITHIN YAVAPAI COUNTY, ARIZONA, HAS SUBDIVIDED UNDER THE NAME "NORTH CHINO BUSINESS PARK CONDOMINIUM – UNITS 1, 2, AND 3" LOCATED IN SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, AS REFLECTED ON THIS PLAT AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "NORTH CHINO BUSINESS PARK CONDOMINIUM – UNITS 1, 2, AND 3" AND HEREBY DECLARES THAT:

1. THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF EACH UNIT SHOWN HEREON AS WELL AS THE HORIZONTAL BOUNDARIES OF EACH UNIT, AND EACH U.S. IPE COMMON ELEMENTS CONTAINED WITHIN THE PLAT BOUNDARIES.
2. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 1A IS RESERVED FOR THE USE OF UNIT 1.
3. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 2A IS RESERVED FOR THE USE OF UNIT 2.
4. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT 3A IS RESERVED FOR THE USE OF UNIT 3.
5. THE TRACT SHOWN PLATTED HEREON AND DESIGNATED AS TRACT B IS DEDICATED AS COMMON AREA FOR ROADWAY AND PUBLIC UTILITIES FOR PARCELS 1, 2, & 3 AS TOWN AND RECORDED IN BOOK 38 OF LAND SURVEYS, PAGE 98, YCRO
6. THIS PLAT GRANTS A PUBLIC UTILITY EASEMENT, OVER, UNDER AND ACROSS TRACT A AND TRACT 2A, TO CONSTRUCT, OPERATE, MAINTAIN, AND ACCESS SAID UTILITIES, TO THE OWNERS OF SAID REAL PROPERTY.
7. THIS PLAT GRANTS A PERMANENT MUTUAL EASEMENT, OVER, UNDER AND ACROSS UNITS 1, 2, & 3, TO CONSTRUCT, OPERATE, MAINTAIN, AND ACCESS INTERNAL UTILITIES.

IN WITNESS WHEREOF, WATSONS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER AND DECLARANT, HAS CAUSED THE NAME OF THE COMPANY TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF DUANE WATSONS, MANAGING MEMBER OF WATSONS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, BEING DULY AUTHORIZED TO DO SO.

ON THIS _____ DAY OF _____ 2017

WATSONS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
DUANE WATSONS, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF YAVAPAI)

ON THIS _____ DAY OF _____ 2017, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR DUANE WATSONS, WHO ACKNOWLEDGED HIMSELF TO BE MANAGING MEMBER OF WATSONS LEASING L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SUCH OFFICER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACCEPTANCE CERTIFICATE

BE, MAYOR AND TOWN COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ON THIS ____ DAY OF _____, 2017, HEREBY APPROVES THIS PLAT.

_____
MAYOR

TOWN CLERK

TOWN ENGINEER

C. C. AND R.'s

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "NORTH CHINO BUSINESS PARK CONDOMINIUM" ARE RECORDED IN INSTRUMENT # 2017-0041877, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AND IS HEREBY INCORPORATED AS A PART OF THIS PLAT.

UNIT NOTES

1) HORIZONTAL UNIT BOUNDARIES:
FACE OF STUD TO FACE STUD
VERTICAL UNIT BOUNDARIES:
TOP OF FINISHED SLAB TO BOTTOM OF CEILING TRUSS.

2) ALL AREAS OUTSIDE UNIT BOUNDARIES = PER DECLARATION

LEGAL DESCRIPTION

A parcel of land lying within a portion of the northeast ¼ of Section 10, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Also being a portion of that certain parcel recorded in Book 3537 of Official Records, Page 517, Yavapai County, Arizona, and shown on the Record of Survey Book 172 of Land Surveys, Pages 72, Yavapai County, Arizona, more particularly described as follows:

(the basis of bearings for this description is North 00°17'42" East as measured between a found ½"capped rebar, RLS# 16921 at the center of Section 10 and a 4"brass cap, RLS# 13190, at the north quarter corner of said Section 10, as recorded in Book 172 of Land Surveys, Page 72, Yavapai County Recorders Office, Yavapai County, Arizona.)

COMMENCING at a found ½"capped rebar, RLS# 16921 at the center of Section 10;

Thence North 00°17'42" East, along the center Section line of said Section 10, a distance of 1186.22 feet;

Thence South 89°39'25" East, a distance of 269.20 feet to the TRUE POINT OF BEGINNING;
Thence North 00°25'51" East, a distance of 315.65 feet;

Thence South 89°41'13" East, a distance of 829.65 feet to point on the westerly right of way line of State Route 89 as recorded in Book 281 of Official Records, Page 236, Yavapai County Recorders Office;

Thence South 03°00'39" West, along said westerly right of way line, a distance of 25.03 feet;

Thence North 89°41'13" West, a distance of 448.53 feet; Thence South 00°25'46" West, a distance of 290.86 feet;

Thence North 89°39'25" West, a distance of 380.00 feet to the TRUE POINT OF BEGINNING.

JASON O'BRIEN, R.L.S.
46473 JASON O'BRIEN REGISTERED LAND SURVEYOR

CERTIFICATION

THIS IS TO CERTIFY THAT R.E. SURVEY DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2017; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT THE MONUMENTS SHOWN EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

EXPIRES 9/30/19

SCALE: 1"=50'

LYON ENGINEERING
Civil Engineers • Land Surveyors
1050 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750

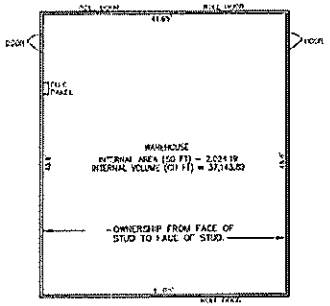
DATE: 09-10-17	DRAWN BY: RJW
JOB NO: 257-15	CHECKED BY: JO

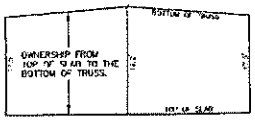
SHEET 1 OF 2

AMENDED FINAL PLAT

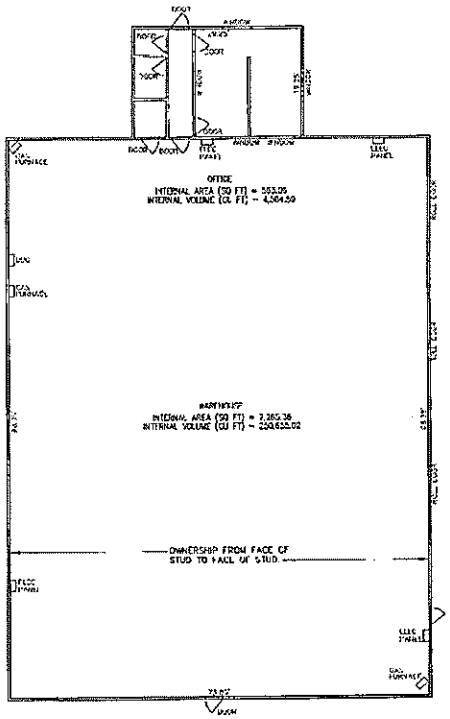
NORTH CHINO BUSINESS PARK CONDOMINIUM
UNITS 1, 2, AND 3

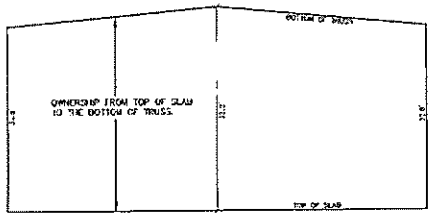
SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA



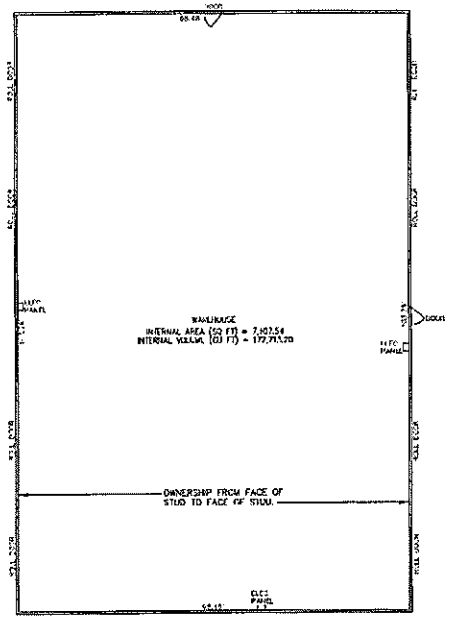


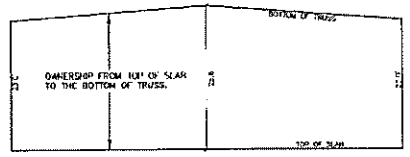
UNIT 1





UNIT 2





UNIT 3

JASON O'BRIEN, R.L.S.

EXPIRES 6/30/19

LYON ENGINEERING Civil Engineers • Land Surveyors	
1650 WILLOW CREEK ROAD PRESCOTT, AZ 86301 (928) 776-1750	
DATE: 09-19-17	DRAWN BY: RJW
JOB NO: 237-15	CHECKED BY: JO
SHEET: 2 OF 2	

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	09/26/2017
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	860 W. Road 1 South

AGENDA ITEM TITLE:

Consideration and possible action to approve Sewer Connection Agreement with Thomas M. Holliday and Sara Holliday pertaining to sewer connection fees.

RECOMMENDED ACTION:

Approve Sewer Connection Agreement with Thomas M. Holliday and Sara Holliday pertaining to sewer connection fees.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley recently completed the installation of a sewer line extension down Road One West. This extension allows the property owned by Holliday Development to connect to the Town's sewer. Holliday Development has agreed to connect and pay the buy in fees of $38,250.

When Holliday Development was built, the owner was told by the Town to design and install their sewer system to connect with the Town's future sewer extension at the northeastern corner of the property. The extension now requires the owner to connect on the west side of the property. The change requires the owner to abandon and reconfigure his sewer system in order to connect to the Town's sewer. The cost of the reconfiguration is $17,000.

The owner has requested that the amount be credited against the buy in fees he will be paying to connect to the Town's sewer.

Staff presented this item to Council during the September 19 study session. Most Councilmembers indicated support for the request since the Town, not Holliday, was the party that changed its plans.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 06-30-4060
Available: 17,000.00
Funding Source:
Approval will reduce the amount of Buy-In Fees collect by $17,000.00

Attachments

Letter of Request from Holliday
Buy In Fee Calculation
Location Map
Sewer Connection Agreement
Agreement Exhibit B-Sewer Line Locations
Agreement Exhibit C-Cost Estimate

Holliday Development
860 West Road 1 South, Suite C
Chino Valley, AZ 86323
Phone: 928-636-5503 Fax: 928-636-9693

August 24, 2017

Please see the proposal to re-route 850 feet of sewer line from the Northeast corner of the property. During initial construction, this location was designated, inspected, and approved for future sewer hook-up.

We would request this amount to be credited towards the sewer buy-in fee.

If you have any questions please contact me.
Thank You,

Sara Holliday
Holliday Development

BUGS NORBURY EXCAVATION

8300 East Kelly Road
Prescott Valley, Arizona 86315
(928) 925-9858

August 15, 2017

Tom Holliday
Holliday Properties and Development
860 West Road 1 South
Chino Valley, Arizona 86323

Scope of Work for 860 West Road 1 South Chino Valley, Arizona

-Install 850 feet of 6-inch SDR 35 sewer pipe with slants to all structures, shade and backfill

-Take down fence and put back up

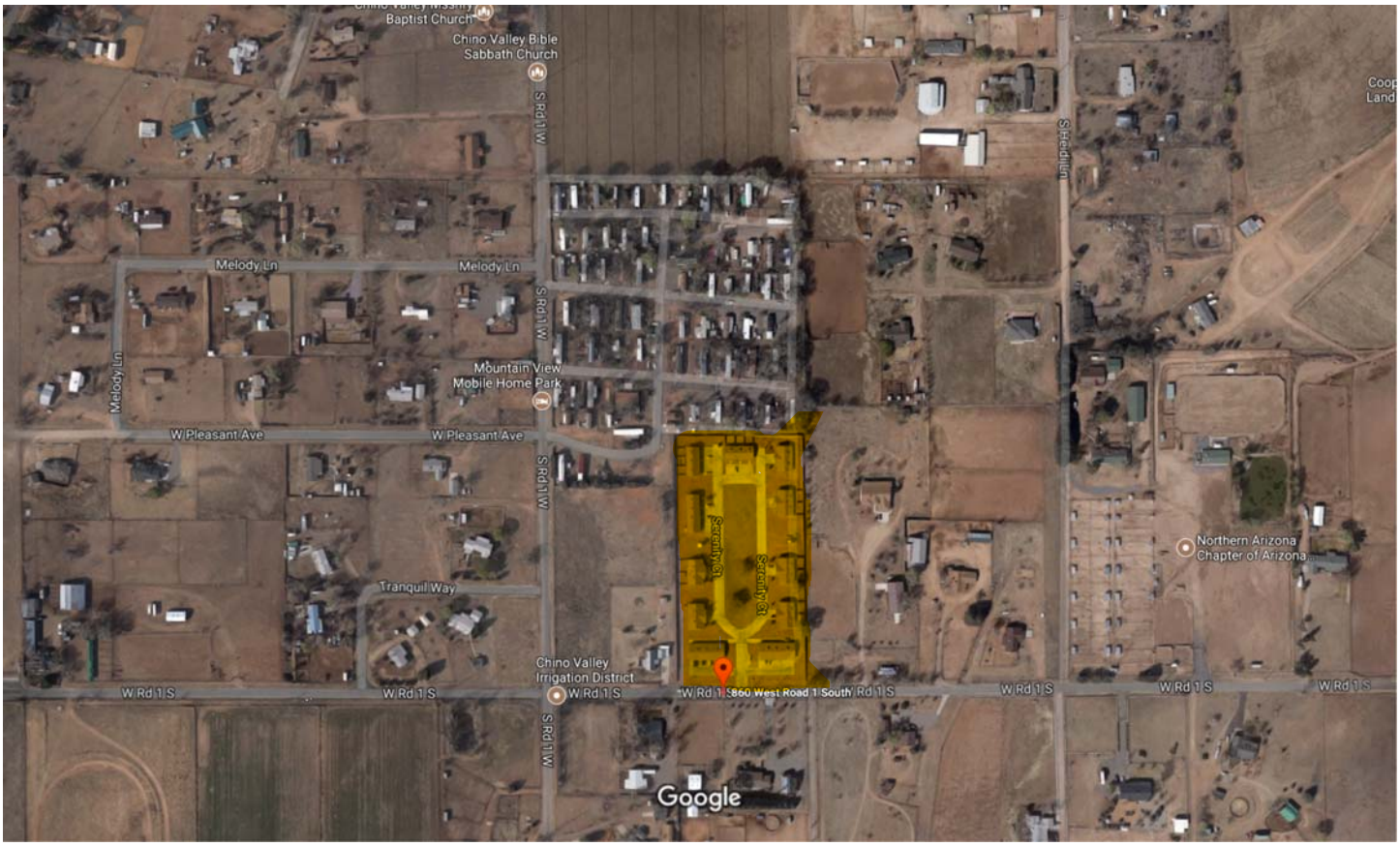
-Remove landscape and put back

-Saw cut concrete drive and replace

TOTAL $17,000.00

Town of Chino Valley Holiday Development Fee Calulation			
Development		**Holiday 1 South Buy In Fee**	**Holiday 1 South Buy In if paid by 10/1/17**
# of Units	27		
9 - 1 Bedroom 7 fixture units	63		
12 - 2 Bedroom 12 fixture units	144		
6 - Office 4 fixture units	24		
Washers	24		
Total Fixture Units	**255**		
MULTI-FAMILY HOUSING ADJUSTMENT			
Total Fixure Units	255		
Total Single Family Resident Fixture Units (27 units @ 20 FU per unit)	540		
% of Buy In Fee	47%		
BUY IN FEE CALCULATION			
Current Buy In Fee ($300 per Fixture Unit, 20 Fixture Units)	$ 6,000	$ 76,500	
Buy In Fee if connected as part of a construction project ($150 per Fixture Unit)	$ 3,000		$ 38,250
Total Buy In Fee (# of units x fee)		**$ 76,500**	**$ 38,250**
MONTHLY SERVICE FEE			
Current Monthly Fee Single Family Residence ($3.21 per Fixture Unit)	$ 3.21	$ 64.14	
Total Monthly Fee for 27 Single Family Residences (27*$64.14)		$ 1,731.78	
Total Monthly Fee based on Average Fixture Units ($3.21 per Fixture Unit)	**255**	**$ 818.55**	
Average Monthly Fee Per Unit		$ 30.32	
Total Annual Fee (# of units @ monthly fee)		**$ 9,822.60**	

Google Maps 860 W Rd 1 S



Imagery ©2017 Google, Map data ©2017 Google United States 200 ft

When Recorded Return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

SEWER CONNECTION AGREEMENT

THIS AGREEMENT is between the Town of Chino Valley, Arizona, ("Town"), an Arizona municipal corporation, and Thomas M. Holliday, an unmarried man, and Sara Holliday, an unmarried woman, ("Owners"), the legal owners of record of the real property identified in the attached exhibit located at 860 West Road 1 South, Chino Valley, Arizona, identified as Yavapai County Assessor Parcel No. 306-29-026X, and more particularly described in Exhibit A ("Property").

Recitals:

1. Owner desires to connect the Property to the Town's sewer system and to receive sewer service from the Town in accordance with the terms and condition set forth in Chapter 51 of the Town of Chino Valley Town Code, including payment of a connection (buy-in) fee ("Fee").

2. Pursuant to Town Code § 51.135(C), the Town Council will provide financial incentives and assistance for property owners who connect to the Town's sewer system within 120 days of written notice by Town that sewer service is available for the Property. For existing residential development, the Fee is $3000.00 if the connection is completed during construction of the sewer main adjacent to the Property and $6.000.00 if the connection is completed after completion of construction of the sewer main adjacent to the Property.

3. Town recently completed installation of a sewer line extension in Road 1 West to which the Owners have agreed to connect and to pay the connection fees as provided in this Agreement.

4. The Property consists of several existing duplex residential units which will be immediately connected to the sewer. Owners intend to construct additional units at some unspecified time in the future.

5. When the existing units were constructed, Owners were requested to design and install their on-site sewer lines and system to eventually connect with Town's sewer system when it was extended and that the connection would be at the northeast corner of the Property. Town's extension location now requires Owners to connect at a different location and to change the design and installation of the sewer lines as shown on Exhibit B. Relocating the lines will be at an additional cost to Owner of an estimated $17,000 ("Reinstallation Fees"), as shown on Exhibit C, Estimate from Bugs Norbury Excavation.

6. Owners have requested, and Town agrees that Town, in consideration of its changing the location of the sewer connection, will reduce the connection fee for the Property by the amount of the estimated additional costs incurred by the Owners, as shown on Exhibit.

7. The parties agree it is in the best interests of Owner and Town for Owner to connect to Town's sewer system, subject to the agreements and covenants set forth in this Agreement.

NOW THEREFORE in consideration of the mutual promises and agreements made herein, the Parties agree as follows:

1. Sewer Connection: Town shall connect the Property to its sewer system during construction of the Town's sewer main adjacent to the Property

2. Adjustment of Fee:

2.1 The total fee owed by Owner for connection of the existing units on the Property to Chino Valley's system is $38,250.00 ("Total Fee").

2.2 The Total Fee shall be reduced by the amount or the Reinstallation Fees, leaving an amount due from Owner to Chino Valley of $ 21,250,00 ("Finance Amount").

2.3 Owner shall reimburse Chino Valley as follows:

$21,250.00, amortized over ten (10) years at 5% annual percentage rate in compliance with Paragraph 2.2, with payments of $ 225.39 added to the Owner's sewer bill to be paid monthly, beginning October 1, 2017, and continuing until said amount is paid in full.

2.4 Owner expressly agrees that failure to pay the monthly payment shall result in Town placing a lien upon the Property, withholding permits or withholding municipal services to the Property until the funds are fully received.

3. Unless Town agrees in writing to extend the payment deadline for the Owner's reimbursement to Town for the Fee, the failure of Owner to pay in accordance with the foregoing deadlines will constitute a material breach of this Agreement, for which Town shall be entitled to exercise the remedy of a judicial foreclosure pursuant to Title 33, Chapter 6 of the Arizona Revised Statutes. Town may elect to forego the judicial foreclosure of the Lien created by this Agreement and may, through a judicial proceeding, pursue other legal and equitable remedies available to it for any defaults and breaches.

4. It is expressly agreed and acknowledged between Town and Owner and its successors or assigns that after the payment in full of the Fee by Owner to Town, Town will immediately record a Full Satisfaction and Full Release of this Reimbursement and Lien Agreement that will be recorded against the Property.

5. Time is of the essence for the performance of this Agreement and the amounts described herein shall be a lien upon all of the Property and shall bind the successors in interest thereto and shall run with the land as to all real property identified by Exhibits attached hereto.

Owners and their assigns or successors agree to execute any and all documents necessary to perfect the lien upon the Property

6. Should collection proceedings or litigation be necessary in order to enforce this Agreement, the prevailing party shall be awarded its reasonable attorneys fees and costs and collection costs incurred.

7. It is the intention of the parties that this Agreement be recorded to provide notice to all purchasers of the real property identified herein or identified hereafter in attached exhibits of the obligations set forth herein that pertain to such real property. This Agreement shall be binding upon the successors and assigns of Owner.

8. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, sent by postage prepaid United States Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), and addressed to the recipient as follows:

Chino Valley: Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323
Attention: Town Manager

Owner:

or to such other addresses as a party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

9. The failure of Town to enforce any provision of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment of any such provision in any other instance.

10. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

DATED the date and year first above written.

OWNER

By: _____
Its: _____

By:
Its:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ___ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself/herself to be _____, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ___ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself/herself to be _____, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

_____

TOWN OF CHINO VALLEY

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A

Description of Property

EXHIBIT B

Illustration of Original and Redesigned Sewer Line Locations

EXHIBIT C

Estimate from Bugs Norbury Excavation

Original Connection Point.
Actual Connection Point.
RETAIN
ABANDON
INSTALL
FUTURE

BUGS NORBURY EXCAVATION

8300 East Kelly Road
Prescott Valley, Arizona 86315
(928) 925-9858

August 15, 2017

Tom Holliday
Holliday Properties and Development
860 West Road 1 South
Chino Valley, Arizona 86323

Scope of Work for 860 West Road 1 South Chino Valley, Arizona

-Install 850 feet of 6-inch SDR 35 sewer pipe with slants to all structures, shade and backfill

-Take down fence and put back up

-Remove landscape and put back

-Saw cut concrete drive and replace

TOTAL $17,000.00

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 09/26/2017

Contact Person: JoAnn Brookins, Customer Service Supervisor
Phone: 928-626-4427 x-1216

Department: Customer Service

Item Type: Consent

Estimated length of staff presentation:

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to establish an ad hoc Council subcommittee to work with a staff working group to update conflicting provisions in the Unified Development Ordinance (UDO).

RECOMMENDED ACTION:

Establish the Ad Hoc Council UDO Update Subcommittee, consisting of Councilmembers Turner (Chair), Mendoza, and Kelly.

SITUATION AND ANALYSIS:

Issue Statement

On September 7, 2017, Code Compliance staff, the Town Manager, and two Councilmembers met to discuss conflicts between the UDO and Building Codes and Town Code, and language that was either too vague or too specific, resulting in difficulties with enforcement. The group discussed developing a staff working group that would work with a Council subcommittee to begin drafting updates to the UDO. Staff anticipated that the process would take about 18 months.

Staff proposed to meet initially with the subcommittee to develop the process and set update priorities, starting with the more problematic areas. The working group would meet regularly and provide updates to the subcommittee quarterly. The working group and the subcommittee together would decide when to propose UDO amendments.

Town Manager Grittman recommends that Customer Service Manager Brookins coordinate the working group, and that Acting Development Services Director Sanks have ultimate oversight and provide direction to staff.

Council considered this matter during its September 19, 2017 study session. Councilmember Turner agreed to chair the subcommittee, and Councilmembers Mendoza and Kelly agreed to serve on it.

Fiscal Impact

Attachments

Subcommittee Charter

Town of Chino Valley
COUNCIL SUBCOMMITTEE CHARTER:
AD HOC COUNCIL UDO UPDATE SUBCOMMITTEE

SUBCOMMITTEE'S PURPOSE:	Review issues and concerns, and make recommendations for amendments to the Unified Development Ordinance (UDO) pertaining to Property Maintenance and other provisions, wherein discrepancies or differences exist
MEMBERSHIP:	3 members, appointed by the Council
QUORUM:	2 members
OFFICERS:	Chair, appointed by Mayor
MEETING FREQUENCY:	Quarterly
MEETING DAY & TIME:	**To Be Determined**
MEETING LOCATION:	Council Chambers Conference Room 202 N. State Route 89
STAFF LIAISON:	Development Services Director (Liaison)
LIAISON'S RESPONSIBILITIES:	• Meeting agenda • Meeting packet, if applicable • Council agenda staff reports
TOWN CLERK'S OFFICE RESPONSIBILITIES:	• Final meeting agenda • Meeting Minutes
MEETING AGENDA HEADINGS:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) OLD BUSINESS 5) NEW BUSINESS 6) ADJOURN

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date: 09/26/2017

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 September 12, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the September 12, 2017 regular meeting minutes.

Attachments

September 12, 2017 minutes

D R A F T

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

TUESDAY, SEPTEMBER 12, 2017
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 12, 2017.

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

Staff Present: Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Animal Shelter Supervisor Bethany Tweedy; Public Works Director/Town Engineer Frank Marbury; Assistant Public Works Director/Town Engineer Richard Straub; Associate Planner Alex Lerma; Community Services Director Scott Bruner; Deputy Town Clerk Vickie Nipper; Town Clerk Jami Lewis (recorder)

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

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

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.

Carol Van Horn, resident, spoke favorably about the Town's response to her request for maintenance of the Appaloosa Meadows catch basin. Community Services Director Bruner commended staff for their response.

Helen Harrington, Kirkland resident, spoke about the impacts of the proposed Kirkland Mine reopening and the March 2018 public comment period.

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) Suggestion to beautify the welcome monument on the northeast corner of SR 89 and Road 4 South.

Mayor Croft reported that the town manager was contacting local sculptors and Council will add this project to their next strategic plan update.

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 reported on the recent Territorial Days event. Councilmember Kelly commented on feedback he had received that there was not enough notice about the afternoon's entertainment.

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

c) Introduction of Frank Marbury, new Public Works Director/Town Engineer. (Richard Straub, Interim Public Works Director/Town Engineer)

Mr. Straub introduced Mr. Marbury, who spoke about his background and his desire to contribute to the Town.

d) Presentation of letter from the Central Yavapai Metropolitan Planning Organization (CYMPO) to the Bureau of Land Management opposing the proposed Kirkland Mine. (Vice-Mayor Mike Best)

Vice-Mayor Best reported that CYMPO had sent a letter to the BLM opposing the Kirkland Mine opening.

e) Report on the proposed Lease Agreement between the Town and the Boys and Girls Club for use of the Community Center, located at 1527 N. Road 1 East. (Scott Bruner, Community Services Director)

Mr. Bruner reported that the Town had desired for a long time that the Boys and Girls Club have a local presence, but it did not have an adequate facility. With the Community Center's renovation, the organization could now be housed there. He then presented lease highlights related to:

- the Club providing affordable after school and summer programs for youth;
- premises sharing;
- 10-year lease, with 15-year renewals, and termination rights;
- rent amount of $1;
- maintenance and repairs;
- disclaimer of liability and standard insurance; and
- annual reporting requirement.

6) CONSENT AGENDA

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve consent agenda items a, b, c, and d.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to approve Change Order No. 1 to the Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC, to allow for additional compensation due to the addition of one day per week to the Scope of Services. (Laura Kyriakakis, Human Resources Director)

b) Consideration and possible action to accept the August 8, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to accept the August 15, 2017 study session meeting minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to accept the August 29, 2017 special 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.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Annie Lane to move item 7f first.

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals by amending the following sections: 90.02 Definitions, 90.03 Injury by Vehicle, 90.04 Stray Dogs, 90.05 Dogs at Large; Designation as Aggressive Dog, 90.06 Impoundment of Dogs; Destruction; Emergency Seizure, 90.07 Powers and Duties of the Animal Control Officer, 90.08 License Fee for Dogs; Issuance of Tags; Records; Penalties, 90.09 Anti-Rabies Vaccinations; Vaccination and License Standards, 90.10 Wearing License Tags, 90.11 Handling of Biting Dogs; Responsibility for Reporting Dog Bites, 90.12 Nuisance Barking, 90.13 Unlawful Interference with Officers, 90.14 Keeping of Aggressive Dogs, 90.15 Adequate Exercise Space for Dogs, 90.99 Violation; Penalty; and (2) by adopting new Section 90.16 Animal Cruelty, all as set forth in that document entitled the "Town of Chino Valley Animal Regulations Amendments, Dated September 12, 2017," which document is adopted and incorporated into Ordinance No. 17-834 by reference. (Chuck Wynn, Police Chief)

Recommended Action: Approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals as set forth in the "Town of Chino Valley Animal Regulations Amendments, Dated September 12, 2017", which is adopted by reference.

(This item was heard after item 7f but is retained here for clarity.)

Lt. Vince Schaan reported that two years ago, after the animal control ordinance had been revised, staff found deficiencies that hampered the department's ability to properly enforce animal control and defend its actions in court. In reviewing the problematic language with local prosecutors and judges, staff proposed new amendments to the ordinance. Primary changes were relative to:

- definitions related to aggressive/dangerous dog; stray dogs; and dog-at-large;
- owner liability for injuries cause by the dog;
- leash requirements and exemptions;
- impounding after a biting incident;
- emergency seizure of animals;
- owner's responsibility to keep microchip information current;
- excessive barking;
- owner's responsibility for damage to private property;
- neighbor complaints;
- unlawful interference toward animal control officer (ACO) and peace officers;
- proper enclosures and exceptions;
- animal cruelty matters and state law; and
- violations.

Lt. Schann provided detail on the following:

- *Emergency seizure of animals:* This provision would allow the ACO or a police department (PD) officer to rescue an animal that was suffering inhumanely and there was no time to obtain a warrant. They would take the dog, impound it or take to a clinic, provide notice to the owner, and petition the court for a hearing to establish probable cause. If the magistrate found that the PD acted inappropriately,

the Town would accept the costs and burden.

- *Non-emergency violations:* Staff's first step would be to work with people without requiring a police officer. Some infractions would be downgraded from criminal to civil. Staff would issue warnings first, then fines, then charge criminally after several infractions.

Council expressed concern or asked questions about the following and Lt. Schaan addressed them:

- *Opening a door for nuisance complaints:* The PD would continue to accept such calls, but would no longer take action without some assistance from the complainant in prosecution.
- *Allowing for unreasonable search and seizure:* Sworn officers had the authority to put an animal out of its misery, and while an animal control officer (ACO) did not, staff wanted the ACO to have the legal authority to protect animals and rescue them from harm.
- *Aggressive dog calls:* The department averaged two to three calls daily. PD staff would not describe a dog as 'aggressive' unless it acted as such and the Court had to agree with staff's assessment.
- *Poop bags in Town Parks:* Some Town parks provided them, some did not.
- *Meaning of "control":* A dog on a leash or well-behaved was considered 'under control'. An example of failure to restrain would be a dog not on a leash that attacked another being. A dog under control could continue to ride in the back of a truck.

Public comment:

Debbie Pomeroy, resident, expressed concern about the ACO's training relative to the proposed expanded authority; the ACO's ability to recognize imminent danger and arrest people; possible conflicts with state statute regarding illegal seizure; and dog owners having to prove their innocence.

Donna Armstrong, resident, expressed concern about the ACO having more power than sworn officers; being able to write tickets on hearsay; unwarranted search and seizure; and statements made by staff about changes to the ordinance during the February 14, 2017 Public Safety meeting not being in the minutes or in the proposed ordinance.

Sue Wessell, resident, questioned the difference between the terms 'owner' versus 'person responsible'.

Lt. Schaan and Town Attorney Smiley responded to the public comments:

- *ACO training and authority:* While the ACO had more training than peace officers about animal issues, the ACO was not armed. Only law enforcement personnel could arrest people and the ACO would not enter a situation dangerous to herself. The ACO also could not write a ticket on hearsay and her citations went through the same review as for any other criminal offense.
- *Search and seizure matters:* Certain state statutes quoted by the public about seizure pertained to seizing and keeping, such as drug seizures; and the PD did not

want to keep animals. Statute also limited ACOs to animal control issues only and use of small caliber firearms. The ordinance would not prevent staff from getting a warrant if time allowed, as staff would rather not take animals.

- *Burden of proof:* The ordinance mirrored state statute in that it would require Town staff, not the dog owner, to petition the court.
- *Terms:* 'Responsible person' was defined as the owner or other person caring for and in control of the dog, while the 'owner' had additional responsibilities, such as licensing and microchipping the dog.

Council asked about puppy mills in the Town. Lt. Schaan stated that staff did receive calls about puppy mills, and while there were no ordinances restricting the number of dogs per property, such issues were addressed through findings of inhumane treatment.

Council comments:

- *Reasons in support of ordinance:* The appearance that the PD and ACO were humanizing the process for dog owners, animals, and staff; downsizing certain citations from criminal to civil; PD staff not wanting to take dogs; and PD staff, not the owner, having to prove aggressiveness.
- *Concerns about ordinance:* Personal property rights and a belief that no one had the right to take a dog without permission; the difference between conditions of imminent death and inhumane suffering versus mistreatment and neglect; and the ordinance still needing some re-writing.

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Cloyce Kelly to move the item to a study session.

Vote: 7 - 0 PASSED - Unanimously

Mayor Croft recessed the meeting at 7:27 p.m. and reconvened it at 7:39 p.m.

b) Consideration and possible action to approve Ordinance No. 17-833 amending Town Code Title VII Traffic Code, Chapter 72 Parking Rules by (1) deleting Sections 72.02 Blocking Traffic, 72.03 Parking Adjacent to Schools, 72.05 Parking Vehicles on sidewalks, and 72.07 Restricted Parking Areas for the Handicapped; (2) amending Sections 72.01 Method of Parking, 72.04 Authority to Erect Signs, and 72.06 Abandoned Vehicles, and (3) adding new Sections 72.2 Presumption in Reference to Illegal Parking, 72.03 Parking, Standing, Stopping Prohibitions, 72.05 Removal of vehicles in Violation of Parking Restrictions, all as set forth in "Chapter 72 Parking Rules Amendments, dated September 12, 2017", which is being adopted by reference. (Chuck Wynn, Police Chief)

Recommended Action: Approve Ordinance No. 17-833 amending the Town Code, Title VII Traffic Code, Chapter 72 Parking Rules, as set forth in "Chapter 72 Parking Rules Amendments, dated September 12, 2017", which is adopted by reference.

Lt. Vince Schaan reported that:

- The Police Department did not have the authority to enforce drivers parking and blocking fire zones. The only person so authorized was the Fire Marshal and there was only one in the county. Staff wanted the same ability to cite said violators as violators of handicapped parking. Police also had no authority to enforce people parking in a no parking zone on Town property.
- After conferring with the town prosecutor and other municipalities, the Public Safety Subcommittee and town attorney reviewed suggested revisions to Town Code Chapter 72.
- The town attorney, during her review, advised that other areas of the chapter were not well written and the whole thing should be revised for internal consistency and that of other municipal codes.
- The revised chapter would allow staff to provide a more approachable way to interact with citizens by addressing these issues locally, rather than citing through state statute, which could result in license suspension.

Council asked about the meaning of 'standing prohibition' and Lt. Schaan clarified that this referred to a person who obstructed an area and refused to leave, not someone who just stopped.

One councilmember requested that staff update signage with proper ordinance citations.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve Ordinance No. 17-833 amending the Town Code, Title VII Traffic Code, Chapter 72 Parking Rules, as set forth in "Chapter 72 Parking Rules Amendments, dated September 12, 2017", which is adopted by reference.

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to approve Ordinance No. 17-835, approving a zone change from AR-5 (Agricultural Residential-5 Acre Minimum) to SR-2.5 (Single Family Residential-2.5 Acre Minimum) for approximately 5 acres of real property generally located approximately .25 miles southwest on North Road 1 West and West Road 2 North intersection, addressed as 1395 W Road 2 North, and identified as Yavapai County Assessor's Parcel Number 306-21-165. (Owner/Applicant Jay Parnell)(Alex Lerma, Associate Planner)

Recommended Action: Adopt Ordinance No. 17-835, approving a zone change from AR-5 to SR-2.5 for approximately 5 acres of real property located at 1395 W. Road 2 North (Assessor's Parcel Number 306-21-165).

Mr. Lerma presented on this item:

- *Purpose:* Split the property into two parcels.
- *Current condition of property:* (i) General Plan designation of medium density residential; (ii) currently used as a residence; and (iii) surrounded by state land (schools), Town land, and agricultural and low density residential zones with 2.5 to five-acre minimums.
- *Lot split:* The map in the agenda packet had been revised and the applicant agreed

to meet all Town standards related to lot splits.

- *Staff recommendation:* Staff supported the request as it would create no negative impact on the area's low density character.
- *Planning and Zoning Commission recommendation:* Commission recommended approval.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to accept Ordinance No. 17-835, approving a zone change from AR-5 to SR-2.5 for approximately 5 acres of real land located at 1395 W. Road 2 North.

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to approve:
(1) Resolution No. 17-1113, a minor General Plan Amendment to change the land use classification for approximately 2 acres of real property generally located approximately 353 feet northwest of the intersection of East Center Street and North Road 1 East from Commercial/Multi-Family Residential to Medium Density Residential (2 Acres or Less); and
(2) Ordinance No. 17-836, approving a zone change from CL (Commercial Light) to SR-1 (Single Family Residential-1 Acre Minimum) for approximately 2 acres of real property generally located approximately 353 feet northwest of the intersection of East Center Street and North Road 1 East intersection, also known as Yavapai County Assessor's Parcel Nos. 306-23-063R and 306-23-063S. (Owner/Applicant Mary DeWitt) (Alex Lerma, Associate Planner)

Recommended Action:
(1) Approve Resolution No. 17-1113 for a Minor General Plan Amendment to change the land use designation from Commercial/Multi-Family Residential to Medium Density Residential (2 acres or less) for approximately 2 acres of real property identified as APN 306-23-063R and 306-23-063S.
(2) Approve Ordinance No. 17-836, approving a zone change from CL to SR-1 for the same approximately 2 acres of real property.

Mr. Lerma presented on this item:

- *Purpose:* Change the General Plan designation to residential in order to split the property into two residential parcels.
- *Current condition:* (i) General Plan designation of Commercial/Multi-Family Residential; (ii) vacant land; and (iii) surrounded by commercial/agricultural, and residential with one to five-acre minimums.
- *General Plan amendment:* General Plan amendment was needed as the zone change would not be in conformance with the current land use designation. The subject property was not part of the Community Core.
- *Staff recommendation:* Staff supported both requests as the zone change would have less impact on surrounding properties.
- *Planning and Zoning Commission recommendation:* Commission agreed with staff that the properties were better suited for residential use.

Council asked about limits on General Plan amendments. Town Attorney Smiley related

that there were no limits on minor amendments.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve Resolution No. 17-1113 for a Minor General Plan Amendment to change the land use designation from Commercial/Multi-Family Residential to Medium Density Residential (2 acres or less) for approximately 2 acres of real property identified as APN 306-23-063R and 306-23-063S.

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Annie Lane to approve Ordinance No. 17-836, approving a zone change from CL to SR-1 for the same approximately 2 acres of real property.

Vote: 7 - 0 PASSED - Unanimously

e) Consideration and possible action to approve Ordinance No. 17-837, amending Ordinance No. 07-690 pertaining to the West Meadows Planned Area Development (PAD) by amending the development plan and changing the conditions of development for approximately 46 acres of real property generally located east of Road 1 West and approximately one half mile north of Road 4 North within the 133 acre West Meadows Planned Area Development within the SR-0.16 (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development overlay zoning district (PAD) to provide for an age restricted development of up to 276 park model units with required community amenities and open spaces as shown on the Development Plan. (Owner/Applicant Jim Fletcher/Granite Basin Engineering) (Jason Sanks, Acting Development Services Director)

Recommended Action: Approve Ordinance No. 17-837, amending Ordinance No. 07-690 pertaining to the West Meadows Planned Area Development by amending and approving the Development Plan for approximately 46 acres of real property within the West Meadows PAD, generally located east of Road 1 West and one-half mile north of Road 4 North.

Mr. Sanks presented on this item:

- *Background:* In 2007, the subject property was zoned SR-0.16 with 7,000 square foot minimum lots. The Ordinance was later modified to 9,000 square foot minimum lots, but the Development Plan was not updated due to the housing collapse and the property remained vacant.
- *Purpose:* Amend the Development Plan for 46 acres of the original 133-acre PAD to use a different living concept by restricting the development to active adults, primarily retirees, 55 years and older, and park model units.
- *Park model concept:* Park models were similar to manufactured homes brought to the site, but smaller than most. The property owner would retain ownership of the land, while the residents would own their park models and rent spaces. This concept offered a low maintenance lifestyle.
- *Sewer and water:* Utilities would be provided by a centralized private water service and onsite wastewater treatment facility, with the condition that the development would connect to Town sewer when the sewer line came within 500

feet.

- *Planning and Zoning Commission recommendation:* Commission recommended approval. Between two Commission reviews in June and August, the applicant added and moved some of the proposed amenities in phase 1 of the development plan.

Public comment:

Karen Freund opposed the project due to (i) lack of local infrastructure, grocery store, and doctors; (ii) increased traffic and the project not fitting small town image; and (iii) local wells going dry and lack of safe yield in the Active Management Area.

Ronald Maines, resident, asked about the zoning in the 2007 ordinance not automatically reverting after three years, and possible property valuation losses.

Darren Mahoney, resident, (i) asked about the age restriction; (ii) expressed concern about the development not staying nice and not having water sustainability; lack of grocery stores and doctors; impacts on property values, traffic, and roads; and (iii) spoke about maintaining country living on larger lots and controlling growth.

Jay Bates, President of Appaloosa Meadows HOA and manufactured home dealer, asked about water use, home sizes, success stories with regard to the concept, and amenities; and expressed concern about roads and water.

Debbie Pomeroy, resident, expressed concern about adequate water supply and aquifer depletion; and spoke about past Councils' desires to keep high density on the east side of the highway and larger lots on the west side.

Laurie Olsen, resident, asked about the allowable number of persons that could live in each home.

Mr. Sanks, Town Attorney Smiley, and Applicant Fletcher responded to the public comments:

- *Zoning reversion:* Legally, zoning could not revert without Council action.
- *Property value losses:* Prop 207, which stated that a zoning or land use regulation that decreased the value of a certain property gave the owner cause of action against the Town, only applied to property that was the subject of a rezoning, not the neighboring properties.
- *Homes and uses:* Allowable home sizes ranged from 399 square feet to 1,150 square feet. Prescott, Prescott Valley, and Dewey had park model developments with a mix of sizes. Per state statute, one resident in each home must be 55 or older and no one under 18 or adult children would be permitted. It would be illegal for the Town to commit to CC&R restrictions in the ordinance. Regarding long-term care and maintenance, property under a single manager tended to be easier to maintain.
- *Water:* The development would have a small impact with regard to water use.
- *Amenities:* These included a pool, clubhouse, small driving range, pickle ball courts, dog parks, and regular parks.

Council comment:

- The economic advantage of such a development was positive. The Town could not get another grocery store without a higher headcount.
- The project was acceptable within the General Plan.
- The applicant would have to satisfy the state's requirements with regard to water and sewer.
- The Council wanted to make growth as palatable as possible and residents could not close the door behind them.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Corey Mendoza to approve Ordinance No. 17-837, amending Ordinance No. 07-690 pertaining to the West Meadows Planned Area Development by amending and approving the Development Plan for approximately 46 acres of real property within the West Meadows PAD, generally located east of Road 1 West and one-half mile north of Road 4 North.

Vote: 6 - 1 PASSED

NAY: Councilmember Cloyce Kelly

f) 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 2017-2018 financial contribution from the District to the Town for flood control improvements. (Richard Straub, Interim Public Works Director/Town Engineer)

Recommended Action: Approve the Intergovernmental Agreement between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2017-2018 financial contribution from the District to the Town for flood control improvements.

(This item was heard after item 6d but is retained here for clarity.)

Mr. Straub reported that each year the Town received funds from County Flood Control allocated for drainage improvements. This year, staff anticipated $110,000 from the District. The IGA identified four possible projects. Upon Council's approval, the County would ratify the agreement, and the Town would go out to bid for the Road 2 South improvements project. Staff would work on the other four projects as funds became available.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Cloyce Kelly to approve the Intergovernmental Agreement between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2017-2018 financial contribution from the District to the Town for flood control improvements.

Vote: 7 - 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.

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Annie Lane to adjourn the meeting at 8:48 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Darryl L. Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of September, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of September, 2017.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	09/26/2017
Contact Person:	Scott Bruner, Community Services Director
	Phone: 928-636-2687 x-1237
Department:	Community Services
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Community Center, 1527 N. Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve Lease Agreement between the Town of Chino Valley and Boys and Girls Club of Central Arizona, for use of the Community Center for after-school and summer youth programs.

RECOMMENDED ACTION:

Approve Lease Agreement between the Town and Boys and Girls Club of Central Arizona, for use of the Community Center for after-school and summer youth programs.

SITUATION AND ANALYSIS:

Issue Statement

The Town has desired for the Boys and Girls Club to have a local presence for a long time, but did not have an adequate facility. With renovation of the Community Center, the organization can now be housed there. The Club will provide affordable after-school care and summer programs for youth and young adults ages 6-18. Lease term is 10 years and may be extended for an additional 15 years. Rent will be $1.00 per year, and the Club will pay for utilities. Staff presented the highlights of this lease agreement during Council's September 12, 2017 regular meeting.

Fiscal Impact

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

Attachments

Boys & Girls Club Lease

Lease Exhibit 1 - Floor Plan

LEASE AGREEMENT
BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
and
BOYS AND GIRLS CLUB OF CENTRAL ARIZONA

THIS AGREEMENT, made this ____ day of _____. 2017, by and between the Town of Chino Valley, an Arizona municipal corporation, ("Chino Valley") and the Boys and Girls Club of Central Arizona, an Arizona non-profit corporation (the "Lessee");

RECITALS:

1. Chino Valley warrants and represents that it owns that certain real property known as the Chino Valley Community Center, located at 1527 North Road 1 East, Chino Valley, Arizona 86323 (the "Community Center").

2. Lessee desires to lease and occupy the northern portion of the Community Center (the "Premises") and to share occupancy with Chino Valley of the kitchen area (the "Shared Facilities"), both as shown on the floor plan in Exhibit 1, which is attached hereto and incorporated herein by this reference.

3. Lessee is an Arizona not-for-profit 501(c)(3) corporation and intends to use the Premises for its non-profit activities.

4. Lessee intends to use the Premises and the Shared Facilities primarily to provide affordable after-school and summer programs for children and young adults ages 6-18 in Chino Valley, addressing fun with a purpose, academic success, good character and citizenship, and healthy choices.

5. The Chino Valley Town Council finds that the public interest will be benefitted by leasing the Premises to Lessee for the public purposes of providing affordable after-school and summer programs for the youth of Chino Valley, as stated above.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the parties agree to the following terms and conditions:

1. LEASE

1.1 The Premises. Chino Valley hereby leases to Lessee and Lessee hereby leases from Chino Valley, the Premises, as described and shown on the site plan in Exhibit 1, which is attached hereto and incorporated herein by this reference. Lessee shall have exclusive occupancy and use of the Premises during the term of this Lease.

1.2 Permitted Uses. The Premises shall be used to provide affordable after-school and summer programs for children and young adults, ages 6-18, and other

similar uses intended to further the provision of such services to children and young adults.

1.3 Shared Facilities. Lessee shall have non-exclusive use of and access to the Shared Premises for food preparation and storage purposes and for other purposes related to its Permitted Uses of the Premises.

1.4 Term. The term of this Lease shall be ten (10) years, commencing on the date of execution by the parties hereto. Upon mutual written agreement by the Parties, this Lease Agreement may be extended for an additional fifteen (15) years. Lessee shall notify Chino Valley in writing at least six (6) months prior to the expiration of this Agreement of its election to extend the Lease.

1.5 Rent and Other Financial Responsibilities.

1.5.1 Rent. The rental amount shall be One Dollar ($1.00) per year, payable to the Town of Chino Valley, 202 North State Route 89, Chino Valley, Arizona, 86323, in advance on the anniversary date of this Agreement each year, with the initial advance payment due on the date of execution of this Agreement.

1.5.2 Utilities. Lessee shall be responsible for and shall promptly pay all gas, electric and water utility fees and charges occasioned by its use of the Premises. As soon as practicable, Lessee shall pay for and install separate metering devices for said utilities and shall thereafter maintain a separate account for its purposes.

1.5.3 Taxes. In the event that Lessee loses its status as a non-profit or a 501(c)(3) corporation, Lessee shall be responsible and shall reimburse Chino Valley for any expenses resulting from such change in status including, but not limited to, taxes.

2. MAINTENANCE AND REPAIRS.

2.1 Lessee shall maintain the Premises, including the plumbing, in such repair as the same are at the commencement of the term or may be put in during the continuance thereof. The Shared Facilities shall be maintained by Chino Valley with the exception that Lessee shall clean up the Shared Facilities after each use by Lessee and shall ensure that the Shared Facilities are clean each day prior to closing.

2.2 Except for reasonable wear and tear and damage by fire or other unavoidable casualties, Lessee shall promptly replace all broken glass and make all other minor repairs to the Premises during the term of this Lease. Such replacements and repairs shall be of the same size and quality or better as the original part.

2.3 Lessee will not injure or deface the Premises, Shared Facilities, or any part thereof.

2.4 Lessee will not make any structural or exterior alterations or additions to the Premises without advance written consent of Chino Valley. Any structural alterations or additions shall require submittal of architectural drawings of the proposed alterations and additions and such other submittals as are required by the Town of Chino Valley Town Code and adopted technical Codes.

2.5 Lessee, at its cost, shall have the right to make, with Chino Valley's consent, non-structural alterations to the interior of the Premises that Lessee requires in order to conduct its business on the Premises. Chino Valley's approval shall not be unreasonably delayed or withheld and, unless deemed to be a material alteration by the Town Manager, shall be at the discretion of the Town Manager, who shall respond to Lessee's request within five (5) days of receipt thereof. In making any alterations Lessee shall comply with the following:

a. Lessee shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.

b. The alterations shall not be commenced until two days after Chino Valley has received notice from Lessee stating the date of the installation of the alterations is to commence so that Chino Valley can post and record an appropriate notice of non-responsibility.

c. The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

d. All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.

e. If the estimated cost of the alterations exceeds $5,000 before the commencement of the alterations, Lessee at its cost shall furnish to Chino Valley a performance and completion bond issued by an insurance company qualified to do business in Arizona in a sum equal to the cost of the alterations (as determined by the construction contract between Lessee and its contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges, and in accordance with the plans and specifications. The Chino Valley Town Council, in its discretion, may waive such bond requirements.

2.6 Lessee may be allowed exterior signage in accordance with Town of Chino Valley sign code regulations, subject to written review and approval by Chino Valley. Any signage shall be installed and maintained at the sole expense of Lessee.

3. ENTRY BY CHINO VALLEY.

3.1 Chino Valley reserves the right to enter upon or have its agent enter the Premises for purposes of inspection and to verify compliance with this Lease. Chino Valley shall notify Lessee at least twenty-four hours prior to any inspection, except when circumstances require immediate action. Chino Valley shall endeavor to schedule all inspections at such times that would have minimal impact on the operations of the business of Lessee.

3.2 Lessee hereby waives any claim for damage for any injury or inconvenience to, or interference with, Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Chino Valley's entry unless such claim is a direct result of Chino Valley's willful misconduct.

3.3 Chino Valley shall have the right to use any and all means which Chino Valley deems proper to open any doors in an emergency in order to obtain entry to the Premises and any entry into the Premises obtained by Chino Valley by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible, unlawful, negligent entry into, and shall not be construed or deemed as conduct intended to cause damage or injury, or a detainer of the Premises or an eviction of Lessee from the Premises or any portion thereof.

4. INDEMNIFICATION AND INSURANCE.

4.1 Disclaimer of Liability. Chino Valley shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's use of the Premises.

4.2 Indemnification.

4.2.1 Lessee shall indemnify and hold harmless Chino Valley, its agents, employees, councilmembers, boards and assignees, from and against any and all liability, claims, damages, penalties, costs, charges, losses and expenses for attorneys, expert witnesses and consultants, for any bodily injury, loss or damage to any person or property arising out of or occasioned by the use or occupancy of the Premises by Lessee and from and against all bodily injury, loss, claim, or damage to any person or property anywhere occasioned by any act or omission of Lessee.

4.2.2 If Chino Valley shall, without fault of Chino Valley, be made a party to any litigation commenced by or against Lessee for any of the above reasons, then Lessee shall protect, defend and hold Chino Valley harmless and pay all costs, penalties, charges, damages, expenses, and reasonable attorney's fees incurred or paid by Chino Valley.

4.2.3 Lessee shall assume all risks of loss injury or damage of any kind or nature whatsoever to any fixture or other structure belonging to Lessee which may be now or hereafter placed upon or in the Premises and all risks of loss, injury or damage of any kind or nature whatsoever to the contents of such structures or to any

goods, merchandise, chattels or any other property now or that may hereafter be upon said leased premises whether belonging to Lessee or others. If there is such loss, injury or damage resulting from fire or other agency, and whether the same be caused by the negligence of Chino Valley or any of its employees or agents or otherwise and to save and keep harmless Chino Valley from all claims and suits growing out of any such loss, injury or damage.

4.2.4 As used herein, the term "person" means any person, firm, corporation, association, partnership, trust, joint venture, or other entity.

4.3 Insurance. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease, a policy of comprehensive public liability of a minimum of $1,000,000 insurance insuring Chino Valley and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limit of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee may carry said insurance under a blanket policy, providing, however, said insurance by Lessee shall have a landlord's protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Chino Valley may, but shall not be required to, procure and maintain same, but at the expense of Lessee. Insurance required hereunder, shall be in companies rated A+, AAA or better in "Best's Insurance Guide". Lessee shall deliver to Chino Valley prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Chino Valley. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Chino Valley.

5. COMPLIANCE WITH THE LAW. Lessee shall not use the Premises or any use or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Chino Valley is a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Chino Valley and Lessee.

6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign, transfer, mortgage, pledge, encumber, sublet or part with the possession of the whole or any part of the Premises without first obtaining the written consent of Chino Valley. Such consent shall not be unreasonably withheld.

7. HOLDING OVER.

7.1 At the expiration of the lease, Lessee will peaceably yield the premises to Chino Valley together with all additions in good repair except for reasonable use and wear.

7.2 If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, with the express written consent of Chino Valley, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental amount, plus all other charges payable hereunder and upon the terms set forth herein.

8. DESTRUCTION OF THE PREMISES. In the event the Premises are injured or destroyed by fire or through any other cause so as to render the Premises unfit for occupancy or make it impossible for Lessee to conduct its business thereon, then this Lease shall terminate from the date of such damage or destruction. Lessee shall immediately surrender the Premises and all interest therein to Chino Valley. Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury, Chino Valley may re-enter and repossess the Premises, and may dispossess all parties then in possession thereof. If, however, the Premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then Chino Valley shall repair the same with reasonable promptness to the extent such repairs are not covered by Lessee's insurance coverage required herein. In that case the rent shall not cease or be abated during such repair period. All improvements or betterments placed by Lessee on the Premises shall, however, in any event be repaired and replaced by Lessee at its own expense and not at the expense of Chino Valley.

9. DEFAULT.

9.1 Lessee's Default. If Lessee fails to pay any rent due hereunder or fails to keep and perform any of the other terms, conditions or covenants set forth herein, or breaches the provisions of this Lease in any other manner, then an Event of Default shall have been deemed to occur.

9.2 Chino Valley Default. It shall be a default if Chino Valley fails to perform any of its obligations as set forth in this Lease and does not cure such default within thirty (30) days after written notice form Lessee describing the alleged default.

10. REMEDIES IN DEFAULT.

10.1 Event of Default by Lessee. An event of default by Lessee concerning failure to pay rent as required herein shall be cured within ten (10) days after written notice to Lessee. An Event of Default concerning any default other than failure to pay rent shall be cured within thirty (30) days or, if the default cannot be cured within thirty (30) days, such longer period as is reasonably required not to exceed ninety (90) days, provided Lessee is diligent in its efforts to cure, after written notice to Lessee.

Upon failure of Lessee to cure any two events of Default (whether the same or different) two times during any twelve (12) month period, Chino Valley shall have the right, at its option, in addition to any other remedy Chino Valley may have by operation of law, to terminate this Lease without any further demand or notice.

10.2 Event of Default by Chino Valley. In the event of default by Chino Valley, Lessee shall have the right, at its option, to terminate this Lease in addition to any other remedy Lessee may have by operation of law, without any further demand or notice.

10.3 Litigation. If litigation for breach of this Lease is brought, the prevailing party shall be awarded its reasonable attorney's fees and costs.

11. TERMINATION. Either party shall have the right to terminate this Lease as set forth in this Section 11, by providing written notice to the other party at least ninety (90) days in advance of the date of termination. If Lessee terminates the Lease, all rents paid in advance to Chino Valley become non-refundable. If Chino Valley terminates this Lease, Chino Valley agrees to assist Lessee in finding other suitable facilities for Lessee's use prior to the termination date.

12. OWNERSHIP OF IMPROVEMENTS. Upon termination of this Lease, ownership of Lessee's improvements shall revert to Chino Valley. Lessee shall have the right to remove property other than improvements to the Premises so long as such removal does not interfere with or damage the improvements to the Premises.

13. GENERAL PROVISIONS.

13.1 Lessee's Right to Quiet Enjoyment. If Lessee complies with the provisions of this Lease and performs the covenants herein set forth to be paid and performed by Lessee, Lessee shall peaceably hold and enjoy the Premises without hindrance or interruption by Chino Valley.

13.2 Acceptance of Property. By taking possession of the Premises, Lessee accepts possession of the Premises in its present condition "as is". Chino Valley makes no representation or warranty with respect to the condition of the Premises and Chino Valley shall not be liable for any latent or patent defect in the Premises.

13.3 Annual Reports. Lessee shall make annual reports to Chino Valley that shall include the following information:

a. Number of children participating in after-school programs on a regular basis;

b. Number of children participating in summer programs;

c. Income

d. Expenses

e. Improvements

f. Summary of the year's activities and events

g. Plans for the upcoming year's activities and events

h. Hours of building use

i. number of staff members utilized

j. Benefits to Chino Valley

14. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered with receipt, or mailed, certified mail, return receipt requested, to the following addresses:

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

If to Lessee, to Executive Director
Boys and Girls Club of Central Arizona
335 E. Aubrey
Prescott, Arizona 86303.

15. DISPUTE RESOLUTION. This Agreement shall be governed by and all disputes resolved pursuant to the laws of the State of Arizona. Any disputes that arise out of this Agreement shall first be submitted to mediation using a professional, independent mediator, as agreed to by the Parties. No litigation may be filed by either Party unless one party fails to mediate in good faith or good faith mediation by both Parties fails to resolve the dispute.

16. SEVERABILITY. The inability or unenforceability of any covenant, term or condition of this lease shall not affect the validity or enforceability of any other covenant, term or condition of this lease and such other covenants, terms and conditions shall remain in full force and effect.

17. ENTIRE CONTRACT. This Lease contains the entire agreement and understanding between Chino Valley and Lessee. No other agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any modification of this Lease shall be in writing and executed by both parties.

IN WITNESS WHEREOF, Chino Valley and Lessee have executed this Lease on the date(s) indicated below.

Entered into this _____ day of _____, 2017 by the Town of Chino Valley.

TOWN OF CHINO VALLEY

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami Lewis, Town Clerk

Entered into this _____ day of _____, 2017 by the Boys and Girls Club of Central Arizona.

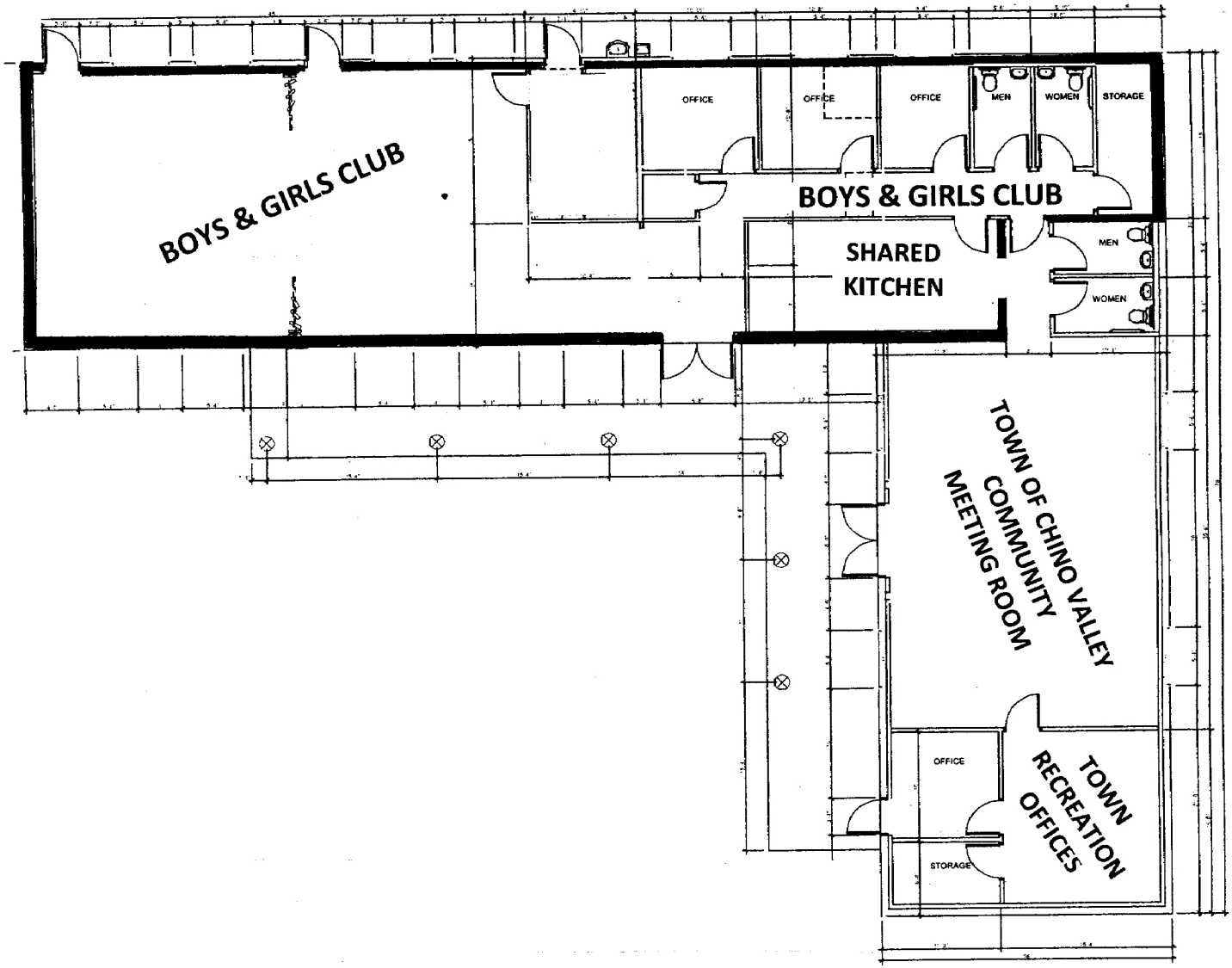
_____
By: _____
Title: _____

Approved as to Form:

_____
Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

Exhibit 1

Floor Plan



CHINO VALLEY COMMUNITY CENTER

1527 N. ROAD 1 EAST CHINO VALLEY, AZ 86323

PARKING

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CHINO VALLEY COMMUNITY CENTER

CHINO VALLEY, ARIZONA

EXISTING PLAN

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	09/26/2017
Contact Person:	Alex Lerma, Associate Planner
	Phone: 928-626-4427 x-1295
Department:	Development Services
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane.

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 17-838, approving a zone change from AR-5 (Agricultural Residential-5 Acre Minimum) to SR-2.5 (Single Family Residential- 2.5 Acre Minimum) for approximately 7 acres of real property generally located on the northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane, and identified as Yavapai County Assessor's Parcel Number 306-04-009R. (Owner/Applicant Carol Osterman) (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:

Move to approve Ordinance No. 17-838, approving a zone change from AR-5 (Agricultural Residential-5 Acre Minimum) to SR-2.5 (Single Family Residential- 2.5 Acre Minimum) zoning district for approximately 7 acres of real property located generally located on the northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane.

SITUATION AND ANALYSIS:

Issue Statement

See attached Staff Report

Fiscal Impact

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

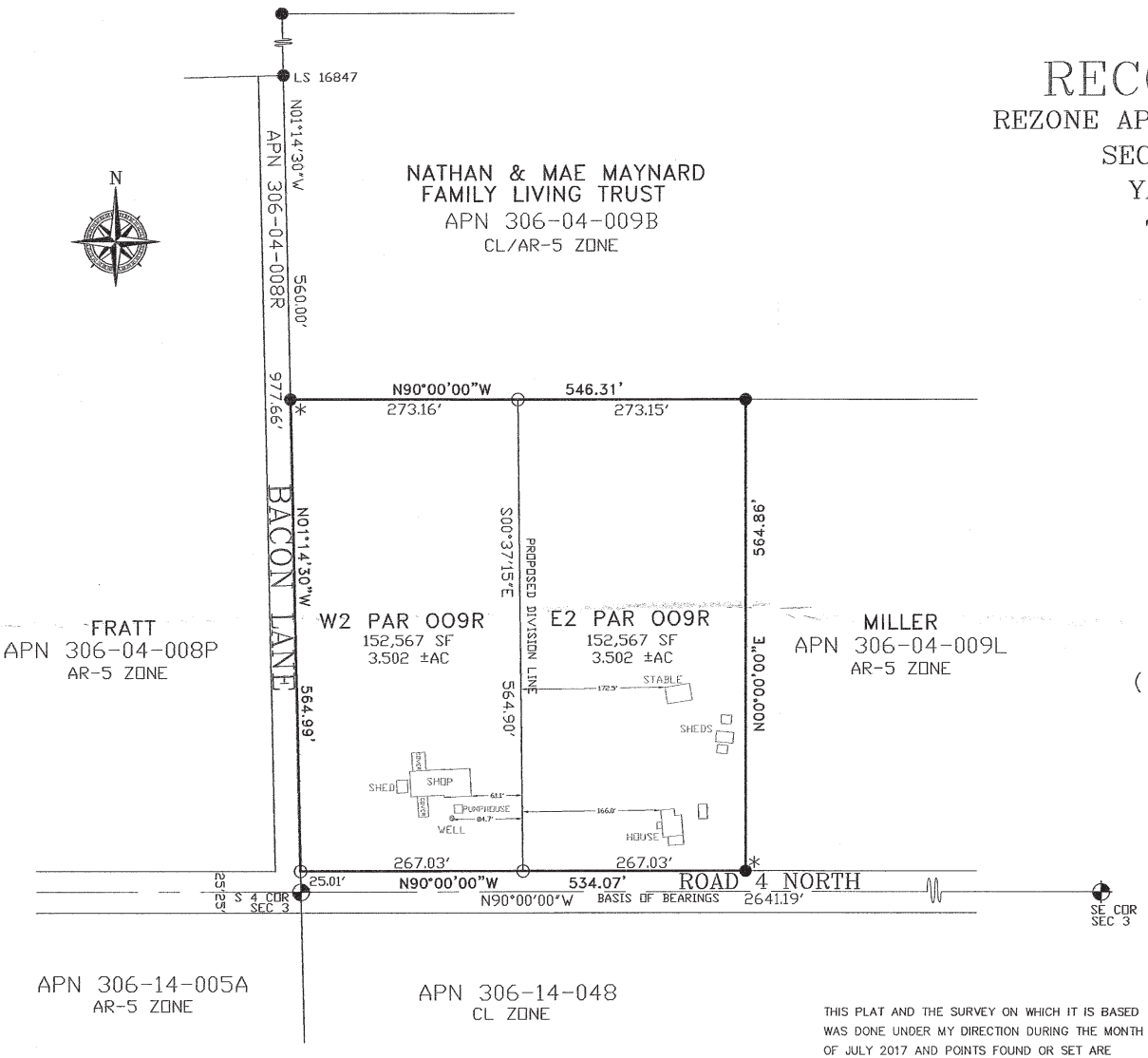
Attachments

Osterman Land Survey

RECORD OF SURVEY

REZONE APPLICATION FOR APN 306-04-009R
SEC. 3, T16N, R2W, G&SRB&M,
YAVAPAI COUNTY, ARIZONA
TOWN OF CHINO VALLEY

CURRENT ZONING = AR-5
305,135 SF
7.005 ±AC



LEGEND

- ⊕ = FOUND TOWN OF CHINO VALLEY BRASS DISC
- ● = FOUND 1/2" REBAR MARKED LS 12005 OR AS NOTED
- ○ = SET 1/2" REBAR WITH PLASTIC CAP STAMPED " FAMAS " LS 27738
- * = AFFIXED BRASS TAG " FAMAS " LS 27738
- ( ) = RECORD INFORMATION
  Instr. #2016-0051929 YCRO

NOTE THAT ALL EASEMENTS OF RECORD MAY NOT BE SHOWN ON THIS PLAT

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF JULY 2017 AND POINTS FOUND OR SET ARE REPRESENTED ACCURATELY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DALE FAMAS RLS 27738

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27738
DALE
FAMAS
DATE SIGNED
ARIZONA U.S.A.

EMPIRE SURVEYING, Inc
P.O. BOX 67 PAULDEN AZ 86334
PHONE (928)-636-6992

SURVEY FOR: OSTERMAN	
DATE DRAWN: 7-14-17	FILE NO.: 17Y150
DRAWN BY: DEF	DRAWING: 150Y17

STAFF REPORT

APPLICATION SUMMARY

File Number:	ZC17-000009
Assessor's Parcel Number:	306-04-009R
Site Location:	Located on the northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane.
Property Owner:	Carol Osterman
Applicant:	Jack Miller
Request:	Request for zone change from AR-5 (Agricultural Residential- 5 Acre Minimum) to SR-2.5 (Single Family Residential- 2.5 Arce Minimum).

SITE DATA

Existing Zoning	AR-5 (Agricultural Residential- 5 Acre Minimum)
Lot Size	7 acres (approximately 304,920 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Commercial/ Multi-Family Residential
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

The subject property is located on the northeast corner of Bacon Lane and West Road 4 North at 3065 Bacon Lane. The property is currently zoned AR-5 (Agricultural Residential-5 Acre Minimum under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Commercial/ Multi-Family Residential under the Town of Chino Valley General Plan Potential Land Use Map. There is currently a shop, barn and vacant home on the property. **See Figure 1.**

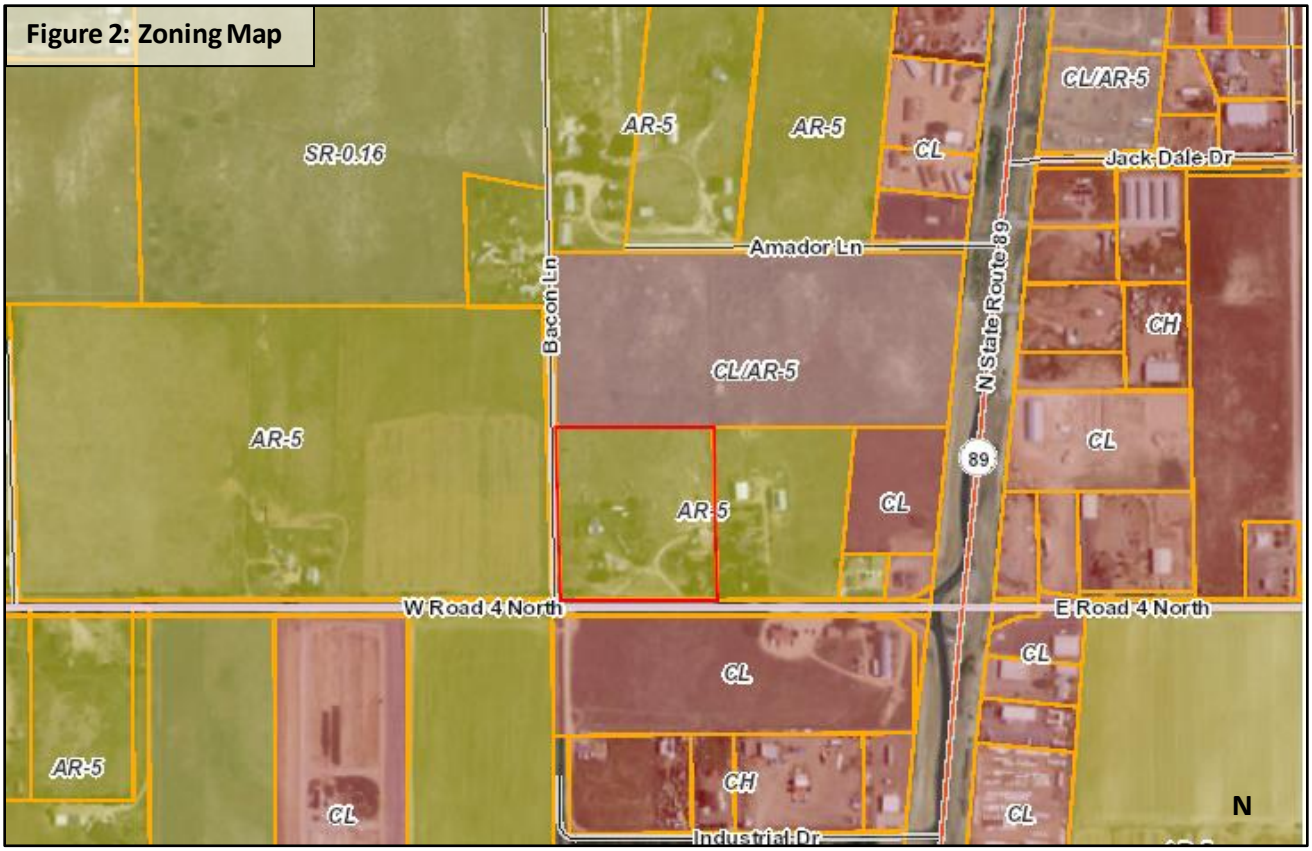
Figure 1: Zoning Map

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject parcel is located approximately 750 feet west of State Route 89. The area is predominantly Agricultural/Residential and Commercial zoned. The property directly north is zoned CL/AR-5 (Commercial Light/Agricultural Residential- 5 Acre Minimum). Further north, properties are zoned AR-5 (Agricultural Residential-5 acres minimum) and CL (Commercial Light). To the west, properties are zoned AR-5 (Agricultural Residential-5 acres minimum) and SR-0.16 (Single Family Residential- 7,000 sq. ft. Minimum Lot Area). Directly south, properties are zoned CL (Commercial Light) and CH (Commercial Heavy). East of the subject parcel, properties are zoned AR-5 (Agricultural Residential- 5 Acre minimum), CL (Commercial Light) and SR-0.16 (Single Family Residential- 7000 sq. ft. Minimum Lot Area). **See Figure 2**

AREA	ZONING	LAND USE
North	CL/AR-5, AR-5, CL	Vacant, Single Family Residence, Jehovah's Witnesses Church, Drill-Tech Inc.
West	AR-5, SR-0.16	Vacant, Residential
South	CL	Residential, AmeriGas, Del Rio Drilling & Pump, Clayton Homes, Vastco,
East	AR-5, CL, SR-0.16	Residential, Vacant, Lucy's Bar & Grill

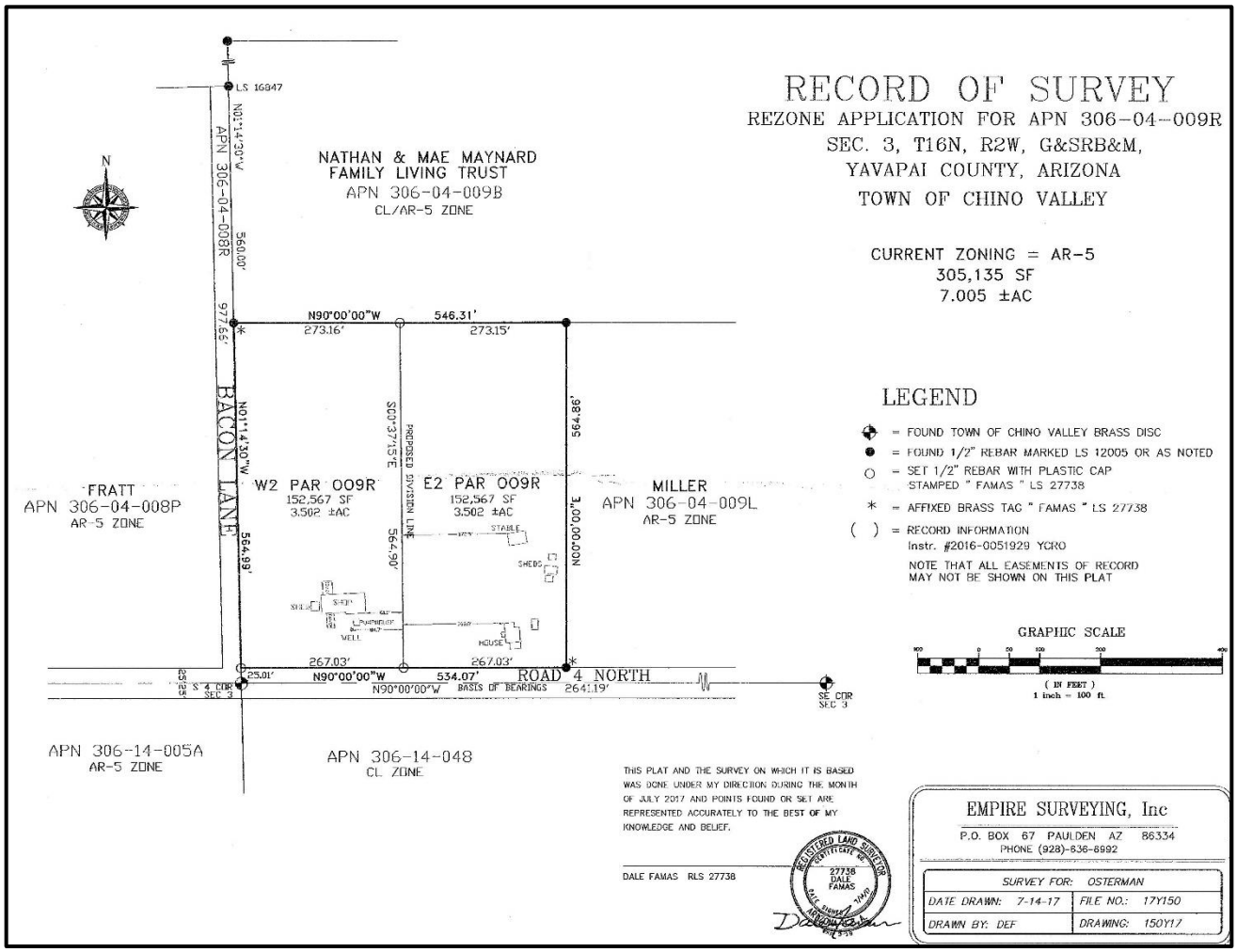
Figure 2: Zoning Map



PROJECT DESCRIPTION

The applicant is requesting approval of a zoning change from AR-5 (Agricultural Residental-5 Acres Minimum) to SR-2.5 (Single Family Residential 2.5 acre minimum). With the approved zone change, the applicant proposes to divide the subject property into two (2) parcels in order to allow residential development in the newly created parcel. The current 7-acre (approximately 304,920 sq. ft.) parcel will be divided into two (2) 3.5 acre (152,460 sq. ft.) parcels. Without approval of a zone change, the applicant could not proceed with the lot split. **See Figure 3.**

Section 5.2.6.A. of the UDO states that all parcels or lots created in a land split must meet the minimum parcel size applicable under the current zoning of lots or parcels created by the land split. Section 5.2.6.C states that parcels or lots created by the land split shall have permanent legal access by connecting to a public street, a street which is part of the public access system, a private street created by a properly recorded plat, or a public way. The applicant's proposed land split will meet all requirements set forth by Unified Development Ordinance. Both lots will meet the frontage requirement set forth by SR-2.5 Zoning District of 100 feet. Both parcels will be fronting on Road 4 North and will use the public road for legal access. The parcel created by the division will not create any new non-conforming structures and all existing structures will meet building setbacks set forth by the SR-2.5 zoning district.



STAFF ANALYSIS AND RECOMMENDATION

PUBLIC REVIEW & HEARING PROCESS

The applicant notified all property owners within a 300' radius by letter and signage was placed on the property notifying the general public of a neighborhood meeting in order to discuss the applicant's intentions to rezone. The neighborhood meeting was held on July 31, 2017. At said meeting there was no surrounding property owners or general public who attended. On September 5, 2017 the item went before the Planning and Zoning Commission. At said Commission meeting staff heard the proposal and intentions of the applicant for a change in zoning, Commissioners did not have any issues with the proposal and forwarded a recommendation for approval to Town Council. (6-0 in favor)

STAFF ANALYSIS

The applicant's request for a zone change will be well-suited for the area as the property will remain as a lower density residential district. The requested SR-2.5 zoning district (Single Family Residential - 2.5 acre minimum) will allow the property to preserve low density single-family development and will serve as a transition to less dense agricultural districts in the area. The lot size standard will reinforce the predominate character of low density residential development.

STAFF RECOMMENDATION

Staff recommends approval of a zone change of parcels 306-04-009R from the current zoning of AR-5 (Agricultural Residential 5 Acre Minimum) to the proposed SR-2.5 (Single Family Residential 2.5 acre minimum).

ORDINANCE NO. 17-838

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 7 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF BACON LANE AND WEST ROAD 4 NORTH, (3065 BACON LANE, YAVAPAI COUNTY ASSESSOR'S PARCEL NUMBER 306-04-009R), FROM AR-5 (AGRICULTURAL RESIDENTIAL-5 ACRE MINIMUM) ZONING DISTRICT TO SR-2.5 (SINGLE FAMILY RESIDENTIAL-2.5 ACRE MINIMUM) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

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

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

WHEREAS, the Planning and Zoning Commission, by a vote of 6 ayes and no nays recommends approval of the rezoning; and

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

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 7 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from AR-5 (Agricultural Residential-5 Acre Minimum) Zoning District to SR-2.5 (Single Family Residential-2.5 Acre Minimum) Zoning District.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

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

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of September, 2017 by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAINED:	_____

APPROVED this ___ day of September, 2017.

_____
Darryl Croft, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-838 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2017, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 20__.

_____
Jami C. Lewis, Town Clerk

EXHIBIT 1
LEGAL DESCRIPTION

All that portion of the Southeast Quarter of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the South Quarter corner of Section 3;

Thence North 01 degrees 14 minutes 30 seconds West, along the line dividing the West Half and East Half of Section 3 a distance of 25.01 feet to the TRUE POINT OF BEGINNING;

Thence North 01 degrees 14 minutes 30 seconds West, along said line, a distance of 564.99 feet;

Thence East, a distance of 546.31 feet;

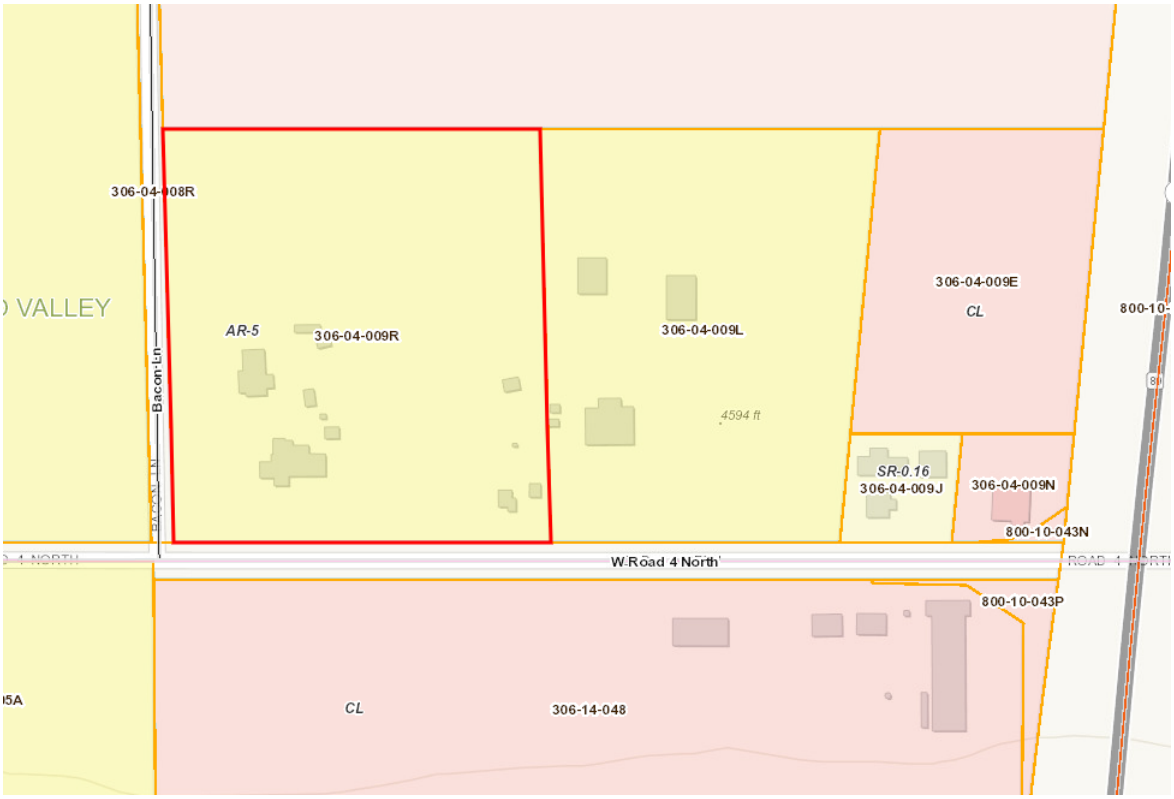
Thence South, a distance of 564.86 feet;

Thence West, a distance of 534.07 feet to the TRUE POINT OF BEGINNING;

Containing 7.00 acres more or less ("Bacon Lane Property").

TOGETHER WITH all improvements thereon situate.

EXHIBIT 2
MAP



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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

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

Meeting Date:	09/26/2017
Contact Person:	Richard Straub, Interim Public Works Director/Town Engineer
	Phone: 928.636.2646 x-1308
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Change Order No. 2 to the Agreement with CivilTec Engineering, Inc. for Old Home Manor Industrial Park improvements for additional engineering and contract administration services in the amount of $12,850.00. (Richard Straub, Assistant Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve Change Order No. 2 to the Agreement with CivilTec Engineering, Inc. for Old Home Manor Industrial Park improvements for additional engineering services and contract administration in the amount of $12,850.00.

SITUATION AND ANALYSIS:

Issue Statement

This project has required our design and engineer of record to far exceed the original contract limits. The engineer has provided a summary of all the additional services that were required. Civiltec Engineering has provided the Town with excellent support during all the issues associated with the government approvals and contract construction.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	07-70-5413
Available:	12,850.00
Funding Source:	

The Town is projecting a total match for the project of $240,049. The Town budgeted at total of $206,000 over the last two years. The Capital Improvement Fund has adequate funds in reserve funds to cover the overage.

Attachments

Civiltec Additional Services
Civiltec Change Order No. 2
EDA Grant Summary 9 19 17

EXHIBIT 1

CIVILTEC
engineering inc.

Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management ● Surveying
California ● Arizona

August 15, 2017

Town of Chino Valley
Attn: Mr. Richard Straub, P.E.
Public Works Director
1982 Voss Drive
Chino Valley, AZ 86323

Subject: Old Home Manor Contract Amendment #2 for Additional Services

Dear Mr. Straub,

Civiltec Engineering, Inc. is requesting a contract amendment for professional engineering services. Additional services provided for the project that were not included in our original scope of services included the following;

- Preparation of documentation and correspondence with the Town and legal counsel to obtain the release of federal funds for the project.
- Providing additional field construction observations in support of Town staff. 80 hours was originally approved by the Town for this task over a 20-week construction period (140 days). The construction period will be approximately 230 days.
- Providing letters and replies to the Contractor regarding change order requests, additional time requests, substantial completion dates and general correspondence on behalf of the Town.
- Additional field observations, testing and Contractor coordination resulting from failed tests for both the water and sewer lines. Passing tests results are required to obtain the Approval of Construction from Yavapai County Environmental Services.

Explanation of Additional Services

The Town requested Civiltec's assistance in the preparation of the documentation needed for the release the federal funding for the project. This endeavor included coordination with the Town and Town's Attorney as well as the preparation of the property certification documents required by the federal funding partner.

Civiltec's original scope of work included 80 hours of construction observation for a 140-day construction period. The final construction period will be approximately 230 days. Civiltec is providing services as needed by the Town throughout the duration of the construction period.

ERC requested a Contract Adjustment Authorization Request (CAAR) to the Town in May 2017. At the Town's request, Civiltec provided a detailed response referencing the project contract documents for each item outlined by the Contractor. In July 2017, the Contractor also requested additional funds for the water

line testing. At the Towns request, Civiltec prepared a response to the Contractor outlining the requirements in the contract documents for said testing. In June/July 2017, there was a discrepancy between the Town and Contractor regarding the contract substantial completion date. The Town requested Civiltec research and provide the Town with the Contractor's final substantial completion date for the project.

Civiltec's original post design services scope is very limited. The Contractor has had difficulty adhering to the requirements of the contract documents with regards to materials submittals, acceptable construction methods, scheduling and testing of the water and sewer lines. At the request of the Town, Civiltec has provided additional support to the Town as needed to keep the project progressing towards completion.

Scope of Services

Phase 4 – Additional Services

Task 1 – Preparation of Federal Documentation	$2,170.00
Task 2 – Additional Field Observation	$6,720.00
Task 3 – Additional Construction Administration	$3,960.00
Total fee for additional services:	**$12,850.00**

CONTRACT AMENDMENT #2 FEE

Civiltec Services	$12,850.00

REVISED TOTAL CONTRACT FEE

Original Contract	$196,105.00
Contract Amendment #1	$35,944.00
Contract Amendment #2	$12,850.00
Total	$244,899.00

Thank you for your consideration.

Sincerely,
CIVILTEC ENGINEERING, INC.

Chris Dusza, PE, CFM
Principal
PP15074.00-Old Home Manor Contract Amendment #2

CHANGE ORDER NO. 2

Distribution: TOWN [ ]
A/E [ ]
OTHER [ ]

PROJECT: Old Home Manor Industrial Park Improvements DATE: 9/26/2017
OWNER: Town of Chino Valley
A/E: Civiltec Engineering, Inc.
AGREEMENT DATED: 3/22/2016

CHANGES: The Agreement is changed as follows:

- Preparation of documentation and correspondence with the Town and Town Attorney to obtain release of federal funds for the Project.
- Provide additional field construction observations in support of Town staff.
- Provide letters and replies to the Contractor regarding change order requests, additional time requests, substantial completion dates and general correspondence on behalf of the Town.
- Additional field observations, testing, and Contractor coordination resulting from failed tests for both the water and sewer lines.

All as more fully described in the attached letter from Chris Dusza to Richard Straub dated August 15, 2017, which is attached to this Change Order No. 2 as Exhibit 1.

Not valid until signed by both Town and A/E.
Signature of A/E indicates acceptance.

The original compensation was $196,105.00

Net change by previously authorized Change Orders $35,944.00

The compensation prior to this Change Order was $232,049.00

The compensation will be increased by this Change Order in the amount of $12,850.00

The new compensation under the Agreement including this Change Order will be $244,899.00

The Contract Time will increase by 0 days

ACCEPTANCE STATUS:

A/E	Town of Chino Valley
By _____	By _____
Date _____	Date _____

Town of Chino Valley
Old Home Manner EDA Grant Summary

Project Funding		Total Project Budget	Contracts Awarded	Total Project to Date 8/31/17	Contract Balance
EDA Federal Share EDA Funds		$1,600,074	$1,600,074	$1,600,074	
Arizona Commerce Authority		$250,000	$250,000	$250,000	
Arizona Public Service		$75,000	$75,000	$75,000	
Town Budgeted Match Funds		$122,750			
Total Project Funds Available		**$2,047,824**	**$1,925,074**	**$1,925,074**	
Project Expenses	**EDA Portion**				
Engineering	$180,000	$196,000	$196,105		
Engineering Change Order 1			$35,944		
Engineering Change Order 2 (Proposed)			$12,850		
Total Engineering	**$180,000**	**$196,000**	**$244,899**	**$236,579**	**$8,320**
Construction	$1,700,000	$1,853,639	$1,853,639		
Construction Change Order 1			$36,539		
Total Construction	**$1,700,000**	**$1,853,639**	**$1,890,178**	**$1,673,132**	**$217,046**
ETC Assurance			$34,005		
Other/Advertising/Flood	$10,000		$10,976		
Contingencies	$157,824				
Total Other	**$167,824**	**$0**	**$44,981**	**$30,298**	**$14,683**
Total Project Expenses	**$2,047,824**	**$2,049,639**	**$2,180,058**	**$1,940,009**	**$240,049**
Additional Town Match FY 17/18*		**$1,815**	**$254,984**	**$14,935**	

Total Town Match	**$254,984**
Budget FY 16/17	**$137,000**
Budget FY 17/18	**$69,000**
Total Town Match	**$206,000**

* The Town has sufficient funds available in the Capital Improvement Fund to cover the addition match.