



TOWN COUNCIL AGENDA PACKET

STUDY SESSION

**Thursday, September 29, 2011
6:00 p.m.**

**Council Chambers – South Campus
202 N. State Route 89**



Town of Chino Valley

MEETING NOTICE

TOWN COUNCIL

STUDY SESSION
THURSDAY, SEPTEMBER 29, 2011
6:00 P.M.

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

AGENDA

- 1) **CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2) Discussion with Yavapai County regarding construction of a solid waste transfer station on 10 acres at Old Home Manor. (Ron Gritman, Public Works Director/Town Engineer)
- 3) **ADJOURNMENT**

Dated this 26th day of September, 2011.

By: *Jami C. Lewis, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley Town Hall, Chino Valley Post Office, and Chino Valley Aquatic Center 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

Item No. 2

☐ Regular Meeting ☐ Special Meeting ☒ Other Study Session

MEETING DATE: September 29, 2011 TIME: 6:00 P.M.

SUBMITTING DEPARTMENT: Public Works/Engineering

CONTACT PERSON: Ron Grittman, P.E. PHONE: (928) 636-7140

☒ Presentation Only ☐ Report Only ☐ Consent Estimated
☐ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 20 min.

ITEM LOCATION:

Old Home Manor

PROPOSED AGENDA ITEM:

Discussion with Yavapai County regarding the construction of a solid waste transfer station on 10 Acres at Old Home Manor.

FISCAL IMPACT? _____ If Yes, Budget Code: _____ Available: \$

FUNDING:

TYPE OF DOCUMENT(S) FOR CONSIDERATION:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 2

SITUATION AND ANALYSIS:

This item is being presented to the Town Council for discussion at the study session of September 29, 2011.

Representatives of Yavapai County have expressed a desire to construct a solid waste transfer facility (SWTF) at Old Home Manor. The County is proposing to restrict the items accepted at the SWTF only residential solid waste only. County representatives will be attending the meeting to better explain its operation.

The 10 acre parcel that they are requesting is along the alignment of Santa Fe Trail. This roadway runs north and south perpendicular to Perkinsville Road. A formal public right-of-way will need to be created in order to provide this parcel with public access. The County representatives will present maps depicting the location requested.

RECOMMENDED MOTION:

None

ATTACHMENTS:

- A – PowerPoint presentation – overview of proposed project with the Town
- B – Location of the proposed site at Old Home Manor
- C – Preliminary site plan
- D – Draft proposed intergovernmental agreement

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Ron Grittman, P.E.

Author

Ron Grittman, P.E.

Department Head

Finance

Other:

Other:

Legal

Other:

Other:

Town Manager/Designee

ATTACHMENT "A"

PowerPoint Presentation – Overview of Proposed Project

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Town of Chino Valley
Study Session
September 27, 2011
Yavapai County
Proposed Transfer Station
Chino Valley Area



Proposed Transfer Station

- ◆ Board of Supervisors budget retreat held in January 2011
- ◆ Board approved Capital Improvement Program funding for construction of new Yavapai County transfer station in the Chino Valley area



Proposed Transfer Station

- ◆ **County & Town staff worked together to:**
 - **Identify possible location within Old Home Manor**
 - **Prepare draft intergovernmental agreement for discussion**



Proposed Transfer Station Location

- ◆ **Proposed ten (10) acre site off
Perkinsville Road on Santa Fe Trail**
- ◆ **Property would provide area for:**
 - **Transfer station operation**
 - **Community cleanup & slash
programs**



Proposed Chino Valley Transfer Station Site

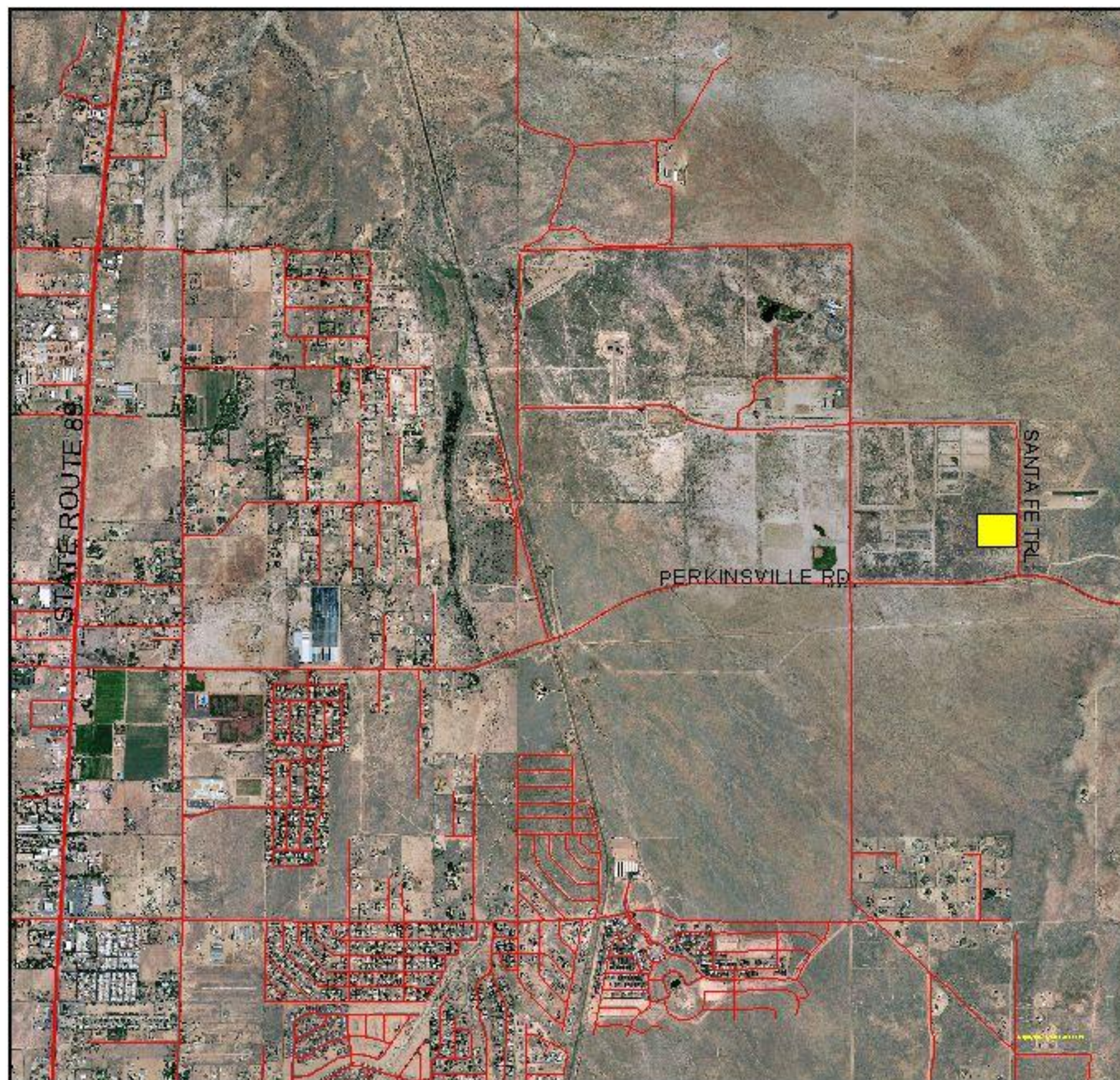
LEGEND

- County Boundary
- State Hwy
- Paved Maintained
- Unpaved Maintained
- Other Non-Maintained Road



0 1250 2500

1 in. = 2500 ft.



Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

April 5, 2011



Proposed Chino Valley Transfer Station Site (Approx. 10 Acres)

LEGEND

- County Boundary
- State Hwy
- Paved Maintained
- Unpaved Maintained
- Other Non-Maintained Roads
- Fences



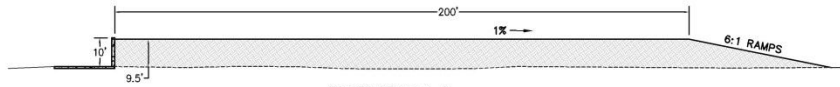
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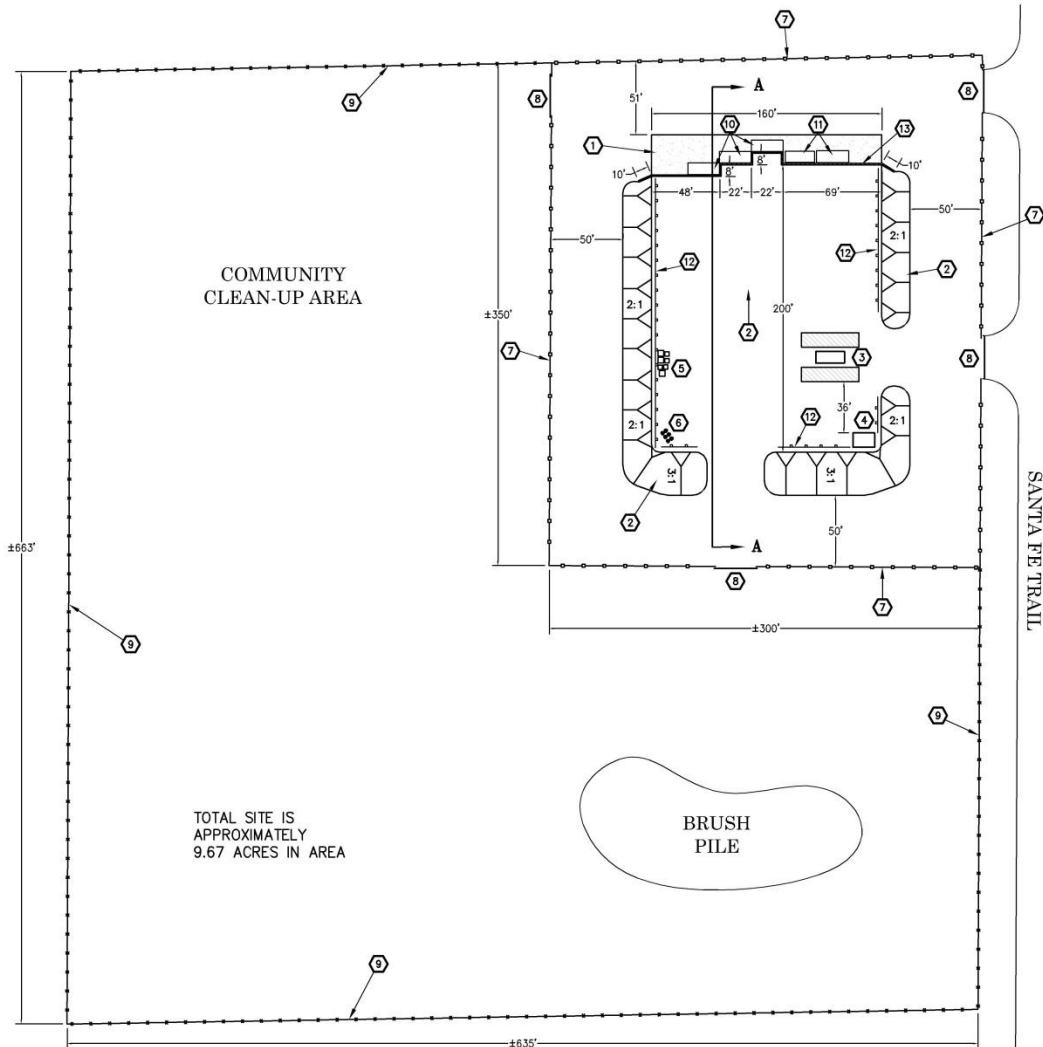


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April 5, 2011

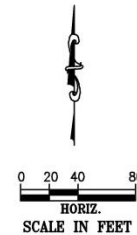


SECTION A-A



CONSTRUCTION NOTES

- ① CONSTRUCT 6" THICK CONCRETE PAD AND RETAINING WALL (CONSTRUCTION MATERIALS TO BE DETERMINED) PER DIMENSIONS SHOWN. RETAINING WALL IS ± 10 FEET TALL.
- ② PAD CONSTRUCTION UP TO BACK OF RETAINING WALL. SIDE SLOPES VARY FROM 2:1 TO 3:1 (AND 6:1 AT DRIVEWAY RAMPS AS NEEDED) AS SHOWN. (ESTIMATED $\approx 14,400$ C.Y. FILL MATERIAL). PLATE TOP AND RAMPS WITH 6" AGGREGATE BASE MATERIAL.
- ③ INSTALL 8'x20' CASHIERS BUILDING AND TWO SCALES (APPROX $40' \times 10'$ IN SIZE).
- ④ INSTALL 15'x10' BATTERY AND OIL SHED IN VICINITY OF LOCATION SHOWN.
- ⑤ DESIGNATED APPLIANCE DISPOSAL AREA.
- ⑥ DESIGNATED TIRE DISPOSAL AREA.
- ⑦ INSTALL 1194 L.F. SECURITY CHAIN LINK TYPE 2 FENCE AROUND PERIMETER OF TRANSFER STATION FACILITY PER ADOT S.D. C-12-220, BUT MODIFIED TO BE 8'-FOOT HIGH CHAIN LINK PLUS ANGLD BARBED WIRE AT TOP OF FENCE.
- ⑧ INSTALL 4'-30" CHAIN LINK ROLLING GATES PER TO MATCH HEIGHT OF PERIMETER FENCE AND INCLUDE ANGLD BARBED WIRE CROWN AT TOP OF GATE.
- ⑨ INSTALL 1941 L.F. BARBED WIRE GAME FENCE AROUND PERIMETER OF REMAINING PROPERTY PER ADOT S.D. C-12-110 (4-WIRE, OF).
- ⑩ THREE 8'W x 22'L OPEN TOP ROLL-OFF BINS
- ⑪ COMPACTOR AND RECEIVER CONTAINER
- ⑫ 388 L.F. OF STEEL-POST GUARDRAIL (ADOT S.D. C-10-104) WITH 3/4"-WRAP END TERMINALS (10) AND OMIT OFFSET BLOCKS.
- ⑬ 177 L.F. OF SAFETY FENCE / RAIL ALONG TOP OF WALL, GATED / REMOVABLE FOR ACCESS AS NEEDED.



YAVAPAI COUNTY PUBLIC WORKS DEPARTMENT 1100 COMMERCE DR. PRESCOTT, ARIZONA 86305 (928) 771-3183 PHIL BOURDON, COUNTY ENGINEER		
SERVICE REQUEST (PROJ.)	PROJECT NAME: CHINO VALLEY TRANSFER STATION SCHEMATIC	DESIGN BY: D.A.C. DRAWN BY: D.A.C. CHECKED BY: T.T.S.
	SHEET NAME: PLAN VIEW	DATE: AUGUST 25, 2011 DWG. NAME: TRANSFER STATION DWG SHEET 1 OF 1

Looking west from property



09/13/2011 09:23

Looking north from property



09/13/2011 09:23

Looking south from property



09/13/2011 09:24

Looking east from property –
Chino Valley Model Airplane
Flying Field



09/13/2011 09:25

Looking south from property
along Santa Fe Trail



09/13/2011 09:23

Looking north from Perkinsville
Road at property



09/13/2011 09:26

Looking west on Perkinsville
Road from Santa Fe Trail

09/13/2011 09:26



Looking east on Perkinsville
Road from Santa Fe Trail



09/13/2011 09:26



Proposed Transfer Station Draft Agreement

- ◆ **County-Town Intergovernmental Agreement (Draft)**
- ◆ **Town conveys property to County**
 - County responsible for all costs associated with conveyance of property (escrow fees, survey, etc.)
- ◆ **County will construct and operate a solid waste transfer station at the site**



Proposed Transfer Station Draft Agreement

- ◆ **County will need to secure necessary zoning or use permit from the Town**
- ◆ **In order to facilitate prompt completion of the Transfer Station, the Town will expedite approval processes to the greatest feasible extent**



Proposed Transfer Station Draft Agreement

- ◆ **County will operate at its sole expense the Transfer Station in accordance with County policies and procedures**
- ◆ **County will establish and collect fees to be paid by users of the Transfer Station**



Transfer Station General Information

◆ **Yavapai County currently owns and operates seven (7) transfer stations**

- Bagdad
- Black Canyon City
- Camp Verde
- Congress
- Mayer
- Seligman
- Skull Valley



Transfer Station General Information

- ◆ **Days/Hours of Transfer Station operation varies based on location and use**
- ◆ **Anticipate three (3) to four (4) day operation schedule**



Transfer Station General Information

◆ Transfer Stations accept:

- Bagged household trash**
- Construction debris (heavy, dense material)**
- Mattresses**
- Appliances (with and without refrigerant)**
- Car batteries**
- Used motor oil**
- Tires**
- Brush**



Transfer Station General Information

♦ Transfer Stations DO NOT accept:

- Hazardous waste**
- Vehicles, trailers, mobile homes and campers**
- 55 gallon barrels**
- Ashes**
- Mounted semi or off road tires**
- Dead animals**
- Paint (will accept dry paint)**



Transfer Station General Information

◆ Most Transfer Stations recycle:

- Plastic**
- Paper**
- Tin**
- Aluminum**
- Cardboard**



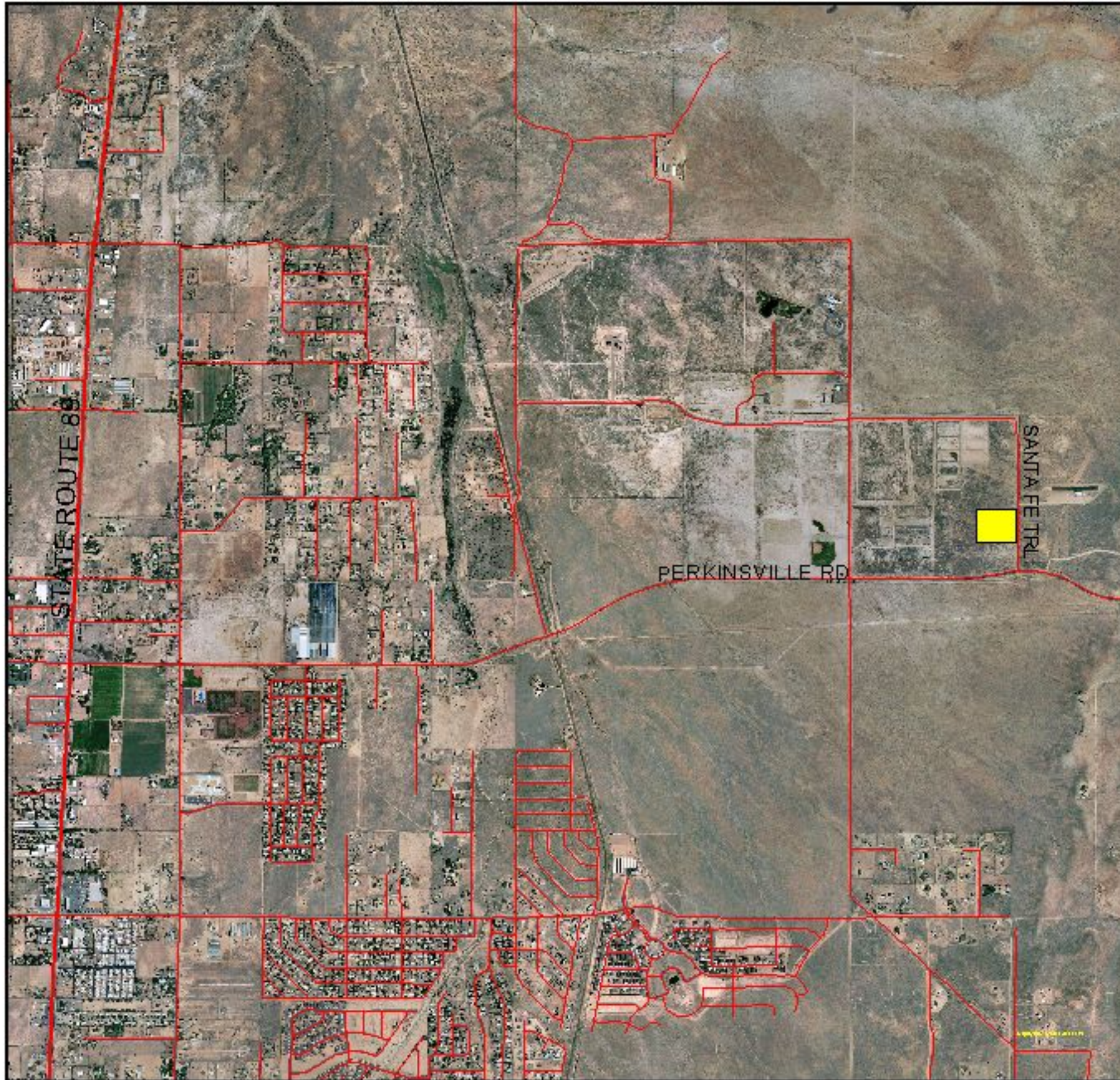
Yavapai County Government

**Thank you for your time
and consideration!**

Questions?

ATTACHMENT "B"

Location of Proposed Site at Old Home Manor



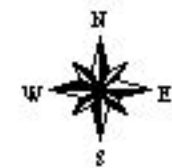
Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.



Proposed Chino Valley Transfer Station Site

LEGEND

- County Boundary
- State Hwy
- Paved Maintained
- Unpaved Maintained
- Other Non-Maintained Roads



0 1250 2500

1 in. = 2500 ft.

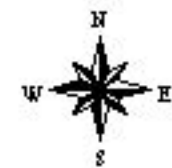
April 5, 2011



Proposed Chino Valley Transfer Station Site (Approx. 10 Acres)

LEGEND

- County Boundary
- State Hwy
- Paved Maintained
- Unpaved Maintained
- Other Non-Maintained Roads
- Private



0 125 250

1 in. = 250 ft.

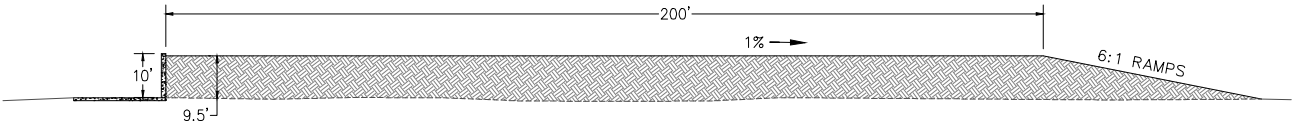
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April 5, 2011

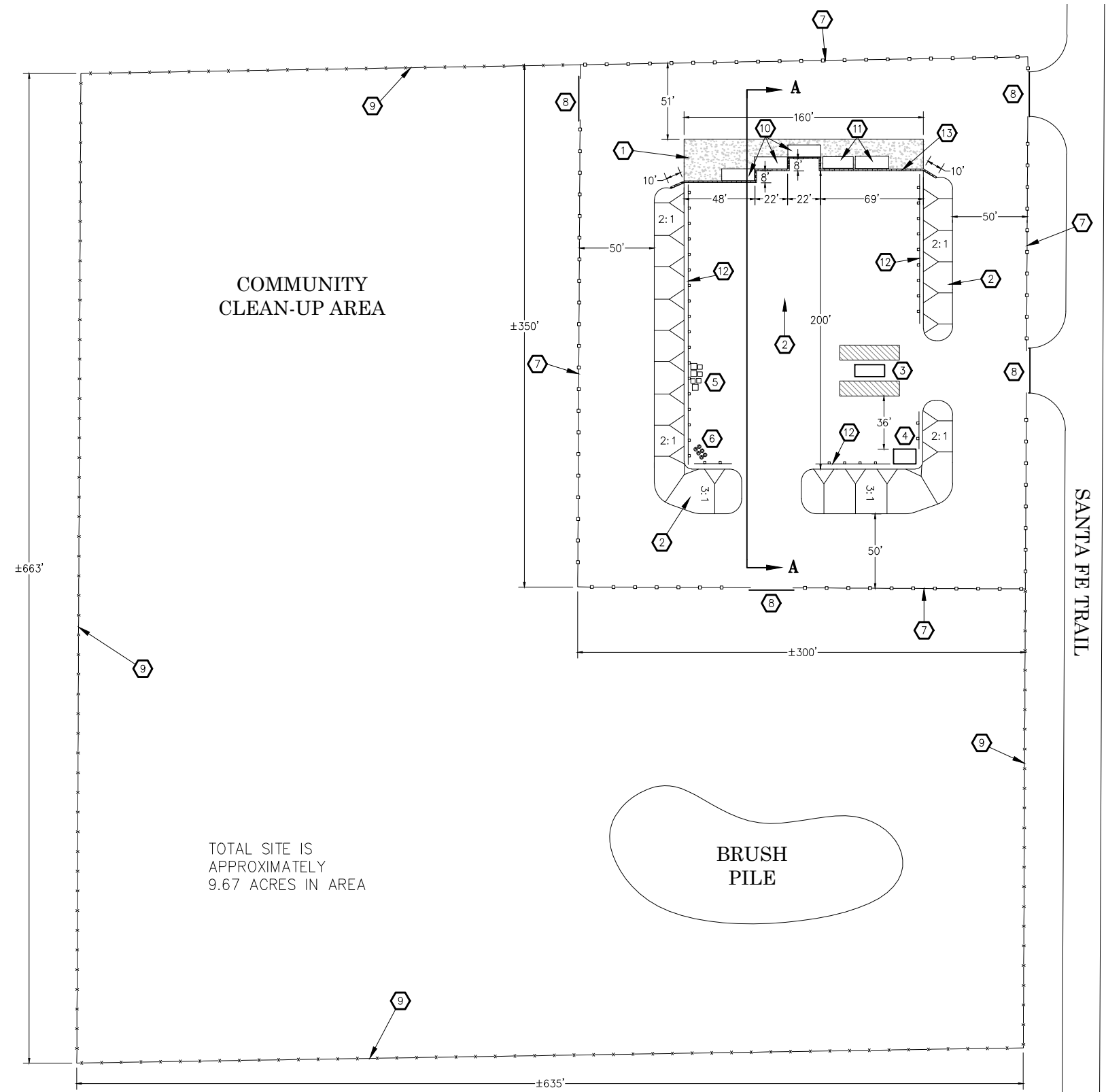
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ATTACHMENT “C”

Preliminary Site Plan



SECTION A-A



CONSTRUCTION NOTES

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YAVAPAI COUNTY PUBLIC WORKS DEPARTMENT 1100 COMMERCE DR. PRESCOTT, ARIZONA 86305 (928) 771-3183 PHIL BOURDON, COUNTY ENGINEER		
SERVICE REQUEST (PROJ.)	PROJECT NAME: CHINO VALLEY TRANSFER STATION SCHEMATIC	DESIGN BY: D.A.C. DRAWN BY: D.A.C. CHECKED BY: T.T.S.
PRELIMINARY! NOT FOR CONSTRUCTION	SHEET NAME: PLAN VIEW	DATE: AUGUST 25, 2011 DWG. NAME: TRANSFERSTATION.DWG SHEET: 1 OF 1

ATTACHMENT “D”

Draft Proposed Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

Transfer Station Construction and Operation

THIS AGREEMENT is made and entered into this ____ day of _____, 2011 by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter “the COUNTY”) and the Town of Chino Valley, a municipal corporation created under the laws of the State of Arizona (hereinafter “the TOWN”)

RECITALS

WHEREAS, the COUNTY, currently maintains a network of transfer stations at which residents of Yavapai County may deposit solid waste for subsequent transport to an approved landfill; and

WHEREAS, the TOWN and the COUNTY are prepared to provide the resources necessary to construct and operate an additional transfer station for the convenience of those citizens residing within the TOWN’s municipal limits and the immediate vicinity thereof; and

WHEREAS, the Parties are authorized, pursuant to A.R.S. §11-952 to enter into Agreements for joint or cooperative action.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Conveyance of Real Property.** The TOWN agrees to convey, and COUNTY agrees to acquire at no cost to the COUNTY except as expressly set forth in Section 2 of this Agreement, the TOWN’s fee simple interest in the real property described in Attachment A (the “Transfer Station Site”).
2. **Escrow Agent/Conditions.** The parties agree that escrow shall be opened with a title company acceptable to both parties (hereinafter “the Title Company”) who shall act as escrow agent for this transaction. The COUNTY and the TOWN shall deposit with the Title Company this Agreement and such other forms and documents as the Title Company may require to effectuate the sale and purchase of the Premises and to close escrow as provided herein.

The COUNTY shall be solely responsible for payment of all costs associated with the subject conveyance including, but not limited to surveying, engineering, escrow fees, set-up costs, recording fees, title insurance and other closing costs. Such instructions as the Title Company may require, not inconsistent with this Agreement, shall be signed and filed by the Parties. Escrow shall close when the Title Company records all documents required pursuant to this Agreement, makes all disbursements, if any, and secures a title insurance policy. Fee title to the Transfer Station Site shall be transferred, subject to the terms and provisions of this Agreement at close of escrow.

Marketable title as set forth herein shall be evidenced by a standard-form owner’s title insurance policy issued by the Title Company, insuring title to the Transfer Station Site to be in the COUNTY or ITS nominees subject only to the matters and encumbrances expressly set forth in this Agreement. The TOWN shall not be liable for any damages by reason of any defect in title that cannot be corrected. However, if the defect is not remedied prior to closing, either Party may terminate this Agreement.

3. **Construction of Transfer Station.** Upon completion of the TOWN’s conveyance of its fee title interest in the Transfer Station Site to the COUNTY, the COUNTY will, undertake such actions as necessary to secure necessary zoning, use permit or other required approvals and, will, at the COUNTY’s sole expense and in accordance with COUNTY specifications, construct a solid waste transfer station (the “Transfer Station”) at the Transfer Station Site.

4. **Expedited Processing.** In order to facilitate prompt completion of the Transfer Station, the TOWN agrees that, to the greatest feasible extent, it will expedite processes for TOWN approval of zoning, use permits or other necessary permits as required for construction and/or operation of the Transfer Station.
5. **Operation of Transfer Station.** Upon completion of the Transfer Station, the COUNTY may, in its sole discretion and at its sole expense operate the Transfer Station in accordance with policies and procedures established by the COUNTY.
6. **User Fees.** The COUNTY shall establish and collect fees to be paid by users of the Transfer Station and shall retain such fees in their entirety.
7. **Effective Date; Termination.** This Agreement shall be effective as of _____, 2011 and shall terminate upon completion of construction of the Transfer Station.
8. **Termination Prior to Conveyance; Disposition of Property.** This Agreement may be terminated in writing by either party prior to conveyance of the real property as described in Section 1 with no further obligation on the part of either Party. In the event that this Agreement is terminated for any reason after conveyance of the real property, the COUNTY shall retain its fee title interest in the Transfer Station Site and all improvements thereto.
9. **Conflicts of Interest.** This Agreement is subject to the provisions of A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated herein.
10. **Notices.** Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

TOWN

Town of Chino Valley
 1020 W. Palomino Road
 Chino Valley, AZ 86323

Attn: Town Manager

COUNTY

Yavapai County Board of Supervisors
 1015 Fair Street
 Prescott, AZ 86305

Attn: County Administrator

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding upon the Parties unless evidenced by a supplemental or substitute agreement in writing signed by the Parties.

IN WITNESS WHEREOF, The parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY: Yavapai County

By _____
Carol Springer Date
Chairman, Board of Supervisors

ATTEST:

Julie Ayers, Date
Clerk of the Board

TOWN: Town of Chino Valley of Prescott

By _____
_____, Mayor Date

ATTEST

Town Clerk Date

Determinations of Counsel

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Chino Valley , who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Chino Valley.

_____	_____
Attorney for the Town of Chino Valley	Date

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that this amendment is in proper form and is within the powers and authority granted under the laws of this State to the County of Yavapai.

_____	_____
David S. Hunt Deputy County Attorney	Date

EXHIBIT A**Legal Description of Transfer Station Site to be Conveyed by the Town of Chino Valley to Yavapai County Pursuant to the Intergovernmental Agreement for Transfer Station Construction and Operation**

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 7, Township 16 North, Range 1 West of the Gila and Salt River Meridian, Yavapai County, Arizona.