



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL AGENDA

**EXECUTIVE SESSION
TUESDAY, NOVEMBER 8, 2022
5:00 P.M.**

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion of water law issues with Town Water Attorney Bill Stadenmaier. (Cindy Blackmore, Town Manager / Mark Holmes, Water Resource Consultant.)
3. **ADJOURNMENT**

**STUDY SESSION
TUESDAY, NOVEMBER 8, 2022
5:30 P.M.**

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

1. **CALL TO ORDER; ROLL CALL**
 2. **Pg.4** Discussion regarding submitting a ballot item to the voters whether to change the term of Mayor from 2-year to 4-year. (Erin N. Deskins, Town Clerk)
 3. **Pg.5** Presentation and discussion on housing factors impacting recruitment and retention and how those items might be addressed through a town sponsored workforce housing initiative. (Laura Kyriakakis, Human Resource Director / Charles Wynn, Chief of Police)
 4. **ADJOURNMENT**
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**REGULAR MEETING
TUESDAY, NOVEMBER 8, 2022
6:00 P.M.**

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

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

AGENDA

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Pg.6** Graduation presentation for the 2022 Citizens Academy. (Terri Denemy, Assistant to the Town Manager)
 - b. Pg.9** Introduction and presentation of Town of Chino Valley new employee hires. (Laura Kyriakakis, Human Resources Director)
- 3. CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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. 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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

 - a.** Status reports by Mayor and Council regarding current events.
 - b.** Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. 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. **Pg.10** Consideration and possible action to approve a proposal from Willdan Financial Service to perform a Comprehensive User Fee Study. (Joe Duffy, Administrative Services Director)
- b. **Pg.36** Consideration and possible action to approve the Town Manager Employment Agreement with Cindy Blackmore. (Laura Kyriakakis, Human Resources Director)
- c. **Pg.48** Consideration and possible action to approve the October 11, 2022, study session and regular meeting minutes. (Erin N. Deskins, Town Clerk)

6. 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.

7. ADJOURNMENT

Dated this 3rd day of November, 2022.

By: *Erin N. Deskins, 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 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.

Council meetings are live-streamed on Town of Chino Valley Facebook page, and Zoom.

Click to join webinar: <https://us02web.zoom.us/j/82819522800>
 One tap mobile : US: +12532158782,83455013925# or +13462487799,83455013925#
 Telephone: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)
 Webinar ID: 828 1952 2800

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: _____
 Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.

Meeting Date: 11/08/2022
Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
**Estimated length
of Staff Presentation:**
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion regarding submitting a ballot item to the voters whether to change the term of Mayor from 2-year to 4-year. (Erin N. Deskins, Town Clerk)

SITUATION & ANALYSIS:

Mayor Miller and staff would like input from the Council on submitting a ballot question of whether to change the current term of Mayor from a 2-year to 4-year term. Staff proposes calling a Special Election August 2023.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

3.

Meeting Date: 11/08/2022

Contact Person: Terri Denemy, Assistant to the Town Manager
Phone: 928-636-2646 x-1301

Department: Town Manager

**Estimated length
of Staff Presentation:**

Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation and discussion on housing factors impacting recruitment and retention and how those items might be addressed through a town sponsored workforce housing initiative. (Laura Kyriakakis, Human Resource Director / Charles Wynn, Chief of Police)

SITUATION & ANALYSIS:

Staff will present information on the need for and value of a town-sponsored workforce housing program, program alternatives, costs and funding sources. Staff seeks input and direction from Council to guide further staff effort, research and/or program development.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. a.

Meeting Date: 11/08/2022
Contact Person: Terri Denemy, Assistant to the Town Manager
 Phone: 928-636-2646 x-1301
Department: Town Manager
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Graduation presentation for the 2022 Citizens Academy. (Terri Denemy, Assistant to the Town Manager)

SITUATION & ANALYSIS:

After a hiatus due to the pandemic, Town Staff was pleased to reinstate the Chino Valley Citizens Academy. The 2022 Citizens Academy consisted of six sessions held each Wednesday evening from 5:30-7:30 pm running September 21 through October 26. The first session kicked off with an introduction to Town Governance with Town Manager Cindy Blackmore discussing the Council / Manager form of government and commentary from Mayor Miller, Vice-Mayor Perkins, and Council members who were in attendance. Successive sessions each featured different department directors and key staff discussing the essential and quality of life services they offer. The curriculum included optional offsite tours of the wastewater treatment facility, library, and new police building. The 2022 Citizens Academy had 21 enthusiastic and engaged participants. Tonight we recognize those participants with a ceremony to mark their official graduation from the 2022 Citizens Academy.

Attachments

2022 Citizens Academy Schedule
 Graduate List

Chino Valley Citizens Academy 2022

Wednesdays – 5:30 -7:00 PM

**Optional Tours may begin earlier*

September 21: Session One - Starting at the Top

5:30 PM - Town Hall, 202 N State Route 89

- Elected & Appointed Officials: Mayor / Council, Town Manager
- Finance / Budget
- Information Technology
- Town Clerk

September 28: Session Two - Building a Better Chino Valley

5:30 PM - Town Hall, 202 N State Route 89

- Human Resources
- Development Services: Planning, Building Safety, Code Enforcement, GIS, Business Licensing
- General Plan Rewrite 2022

October 5: Session Three – Economic Development & Water Resources

5:30 PM - Town Hall, 202 N State Route 89

- Economic Development: Marketing Chino - Business Development, Tourism
- Water Resources: Mark Holmes

October 12: Session Four - Quality of Life Services

5:30 PM - Library, 1020 W Palomino Rd / Senior Center, 1021 W Butterfield Road

**5:00 PM – Optional Tour: Library*

- Library
- Senior Center
- Recreation & Aquatics

October 19: Session Four - Infrastructure - Public Works

5:30 PM - Wastewater Facility, 2190 Rodeo Drive

**4:30 PM - Optional Tour: Wastewater Treatment Facility*

- Utilities: Water & Wastewater
- Facilities and Parks Maintenance
- Roads Maintenance
- Fleet Services

October 26: Session 6 - Law & Order - A Safe & Secure Chino

5:30 PM - Town Hall, 202 N State Route 89

**4:30 PM – Optional Tour: New Police Department*

- Police Services: Patrol, Investigation, Community Services, K-9
- Magistrate Court

Graduation Ceremony: Tuesday, November 8

6:00 PM - Town Hall, 202 N State Route 89

Town Council Meeting



Chino Valley 2022 Citizens Academy Graduating Class

**Donna Armstrong
Jan Baron
Kim Douglas
Adam Fairchild
Chloe Fairchild
Rachelle Fernow
Kristina McConnell
Cathy Middlested
Darby Middleton
Gonzalo Pantoja
Crystal Patton
Ron Penn
Sherri Phillips
Robin Rupert
Bob Schacherer
Steve Stotz
Laura Valenzuela
Rob Valenzuela
Marc Vetere
James Wallace
Marta Wallace**





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. b.

Meeting Date: 11/08/2022
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Introduction and presentation of Town of Chino Valley new employee hires. (Laura Kyriakakis, Human Resources Director)

SITUATION & ANALYSIS:

The following individuals have joined the Town of Chino Valley, One Town One Team. Welcome!

First Name	Last Name	Hire Date	Department	Division	Position
Frank	Snowney	5/16/2022	Public Works	Parks	Maintenance Worker
McKenna	Popp	8/10/2022	Police	Animal Control	Adoption Specialist
Tracey	Dashiell	8/29/2022	Development Services	Planning	Code Enforcement Officer
Andrea	Mixon	9/6/2022	Police	Police	Police Officer
Trenton	Douglas	10/17/2022	Public Works	Utilities	Maintenance Mechanic
Cody	Snow	10/17/2022	Public Works	Utilities	Maintenance Technician
Isabel	Macias	10/24/2022	Public Works	Facilities	Custodian

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 11/08/2022
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to award a professional services agreement for a comprehensive user fee study to Willdan Financial Services, Inc., for an amount not to exceed \$26,390. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Award a professional services agreement for a comprehensive user fee study to Willdan Financial Services, Inc., for an amount not to exceed \$26,390.

SITUATION AND ANALYSIS:

Chino Valley last did a comprehensive Citywide User Fee Study in 2012. Since then, several amendments have been made. The last one was July 1, 2020.

The fees to be included in this study include; Animal Control Fees, Aquatic Center Fees, Building Permit Fees, Building Plan Review Fees, Business License Fees, Engineering Fees, Library Fees, Planning Fees, Police Department Fees, Recreation Fees, Senior Center Fees, Town Clerk Fees, and Miscellaneous Court Fees.

Willdan is currently preparing the Water and Sewer Rate Study.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5578
Available: \$26,390
Funding Source:

The study was not budgeted this fiscal year, however the Document Management Project will have sufficient funds to cover the cost of the study.

Attachments

PSA - Willdan Financial Services - User Fee Study

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
WILLDAN FINANCIAL SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2022, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Willdan Financial Services, a California corporation (the "Consultant").

RECITALS

- A. The Town is in need of user fee study services (the "Services").
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town's best interest to enter into an agreement with the Consultant to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided in this Agreement.
2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant.
3. Compensation. The Town shall pay the Consultant an amount not to exceed \$26,390 for the Services at the rates set forth in the Cost Proposal, attached hereto as a part of Exhibit A.
4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

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

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for,

from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration

date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including

but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers' compensation insurance, the Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

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

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

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

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

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for

delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

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

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

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Willdan Financial Services, Inc.

Attn: _____

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

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Cost Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

Willdan Financial Services, Inc.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
WILLDAN FINANCIAL SERVICES, INC.

[Scope of Work and Cost Proposal]

See following pages.



October 14, 2022

Mr. Joe R. Duffy, Administrative Services Director
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Re: Town of Chino Valley – Comprehensive User Fee Study

Dear Mr. Duffy:

As you are aware, it is critical for cities to ensure that their fees for requested services have been developed or updated to ensure appropriate cost recovery so that the revenues generated by fees cover the cost of those services to the best extent possible. Policymakers need a clear understanding of standards, service levels, and the associated costs to provide fee-supported services.

Unique Combination of Services and Expertise/Public Engagement — Willdan has provided the requested services to municipal clients for nearly two decades and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as an extension of municipal staff provides us with a firsthand understanding of operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Our models and project approach are geared toward delivering work on schedule and presenting analysis results at public meetings and Council workshops. The Willdan team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates meaningful discussion. This project team has coordinated or participated in hundreds of public and staff workshops regarding fees and cost of service-based charges.

Our objective is to provide useful, detailed information to the Town Council and staff so that they are equipped with the information necessary to make decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among the Town Council and community stakeholders. Our response to these sensitive political issues is to employ a real-world approach to completing user fee studies and in determining the technically defensible reasonable costs of providing various services. Our intimate knowledge of each portion of the service delivery function provides for greater accuracy, reduces the likelihood of challenges, results in fee schedules that are easier to implement, and increases the likelihood of acceptance by stakeholders.

We are excited about this opportunity to use our skills and expertise to assist the Town of Chino Valley. Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of ninety (90) days from the closing date of October 14, 2022.

Sincerely,

WILLDAN FINANCIAL SERVICES

Dan V. Jackson, Vice President

Jason Gray, Vice President

Work Plan

Our proposed work plan, described in detail by task, is provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the ongoing studies wherever possible.

We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our work plan provides quality and clarity and is responsive to the Town's needs and specific local circumstances. We will work in concert with the Town to adjust scopes as needed during the course of the studies.

User Fee Study

Task 1: Initial Document Request

Objective: Initial due diligence; obtain study-related data.

Description: Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the Town. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the Town has this level of detail.

Deliverables: **Willdan Team:** Submit information request to Town.

Town: Provide requested data to Willdan (prior to Task 3, Kick-off Call/Refine Scope). We will follow up with the Town to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task 2: Compile Inventory of Current and Potential Fees/Review Existing Cost Allocation Method

Objective: The Willdan Team will identify a schedule of fees and methodology for calculating the fees, obtain and review the Town's current methodology and approach to allocating indirect service costs, and obtain staffing, salary and benefit information.

Description: Based on the results of the initial document request and independent research, incorporate into our model the existing fees (as provided by the Town) to comprise the parameters of the fee study.

We will work with staff to incorporate reasonable indirect overhead factors to include central service cost support. This engagement does not include the development of a full Town-wide cost allocation plan.

We will obtain data necessary to confirm or develop indirect cost allocation percentages to use in developing fully-burdened hourly personnel rates. We will gather and review data and supporting analysis as necessary, related to the Town's cost allocation approach. This information will be used to verify the allocation of indirect service costs to operating departments, and then will be incorporated with staffing, and salary and benefit data to develop a comprehensive schedule of Fully-Burdened Hourly Rates (FBHR). If an indirect cost plan is not currently in use by the Town, we will develop a Town-wide overhead factor determined by budget analysis or utilize the more stringent "de minimis" rate established by the Office of Management and Budget for federal cost allocation compliance. These rates will form a basis for the calculation of the costs of providing services to residents and customers, for which fees are charged.

- Meetings:** It is possible that a conference call with the Town may be necessary to discuss new fees to implement or existing fees that may no longer be required.
- Deliverables:** **Willdan Team:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call), and a schedule of Fully-Burdened Hourly Rates.
- Town:** Review completed fee schedules with comments/revisions to be discussed during the kick-off meeting.

Task 3: Kick-off Conference Call / Refine Scope

- Objective:** Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
- Description:** Verify our understanding of the Town's goals, the Town's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the Town and the Willdan Team to identify and address any foreseeable problems and maintain open communication throughout the process.
- During this call, we will ask that the Town identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
- Meetings:** One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues.
- Deliverables:** **Willdan Team:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).
- Town:** 1) Provide further data needs; and 2) determine/introduce Town's project manager.

Task 4: Develop User Fee Model, Incorporate Town Overhead Factors

- Objective:** Develop and test model.
- Description:** This task involves the development of the model ultimately used to calculate the fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5, and based on Indirect Overhead allocation factors or percentages provided by the Town. To ensure that Town policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.
- Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. This information will be obtained directly from the Town and incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.
- As this project does not include the development of a separate Cost Allocation Plan, we will utilize the Town's existing indirect cost allocation methodology/plan/analysis or include the calculations of said factors as described in Task 2, to determine the appropriate indirect cost factors to apply to personnel rates, to develop fully-burdened hourly rates. These rates will serve as a basis for calculating the full cost of providing services.
- Deliverables:** **Willdan Team:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, Town staff can use to calculate fee changes annually, or as often as deemed appropriate by the Town Council.

Task 5: Time Survey Interviews and On-site Information Gathering

Objective: Meet with Town staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by Town staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow the Willdan Team and Town staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: One (1) full business day of on-site meetings/staff interviews.

Deliverables: **Willdan Team and Town:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine the user fees charged by up to five (5) cities within jurisdictions that are similar to the Town.

Description: We will access and use our knowledge of other jurisdictions to benchmark the Town's five (5) most common fees or highest-yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, the Willdan Team takes a selection of the Town's most commonly used and/or highest-yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the Town and other jurisdictions; current and proposed fees and charges unique to the Town of Chino Valley; fees and charges used by other public entities not currently used in the Town; and If possible, identify characteristics and processes unique to the Town that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan Team:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the Town is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees.

Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with Town staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: Conference calls to finalize fee schedule.

Deliverables: Final user fee model for Town Council presentation and discussion.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included.

The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associated levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each Town's costs;
- Review of reasonableness of current consultant cost structure;
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) meeting with the Town Staff and/or Committee, to present draft results address questions and receive feedback.

Deliverables: **Willdan Team:** Draft report for Town review and comment.

Town: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, Town staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best.

Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from Town staff on the draft report and feedback from Town staff, we will prepare the final report for presentation to the Town Council.

Meetings: One (1) online demonstration (WebEx) to review the model.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Train Staff on Model

Objective: Prepare and present final report to the Town Council. Train staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with the Town Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and if requested provide five (5) bound copies, and one (1) unbound copy to the Town. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

Town Staff Support

To complete our tasks, we will need the cooperation of Town staff. We suggest that the Town of Chino Valley assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

Coordinate responses to requests for information;

Coordinate review of work products; and

Help resolve policy issues.

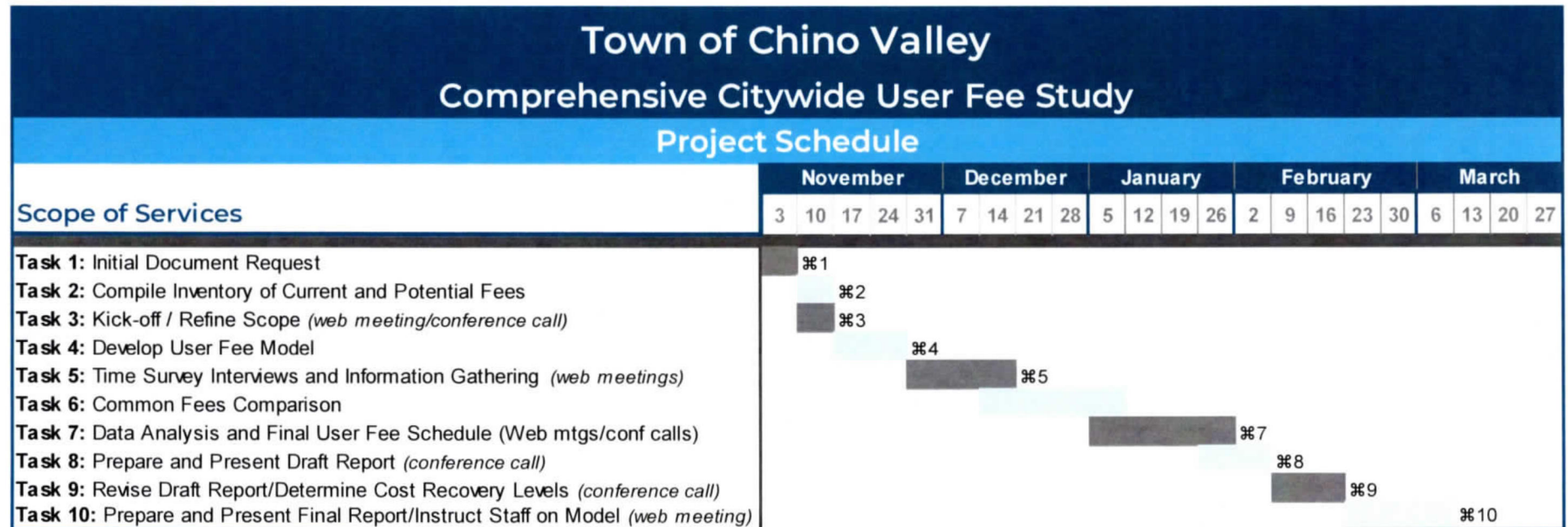
We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the Town, we will contact the Town's project manager to steer the project back on track. We will keep the Town's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will endeavor to minimize the impact on Town staff in the completion of this project.

The Willdan Team will rely on the validity and accuracy of the Town's data and documentation to complete this project. The Town of Chino Valley acknowledges that Willdan is relying upon the accuracy of the information provided by the Town or their designees, and that Willdan shall not be liable for any inaccuracies contained therein.

Schedule

Willdan understands time is of the essence for the Town to begin this engagement. This schedule can only be met with the cooperation of Town staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the Town immediately of the possible impact on the schedules.



Deliverables:

- | | |
|--|---|
| ⌘ 1: Information Request | ⌘ 6: Common Fee Comparison |
| ⌘ 2: Draft List of Current Fees | ⌘ 7: Draft Fee and Rate Model Review |
| ⌘ 3: Revised Project Scope and Schedule (<i>if needed</i>) | ⌘ 8: Draft Report |
| ⌘ 4: User-friendly Model in Microsoft Excel | ⌘ 9: Revised Draft Report/Final Report |
| ⌘ 5: Time Surveys and Draft Full Cost Recovery Fees | ⌘ 10: Final Report – Hard and Electronic Copies |

Cost Proposal

Comprehensive User Fee Study

Willdan Financial Services ("Willdan") proposes a **fixed fee of \$26,390** for the Comprehensive User Fee Study engagement. Below we have presented a breakdown of each specific phase of the project for reference:

Town of Chino Valley Comprehensive Citywide User Fee Study						
Fee Proposal						
	J. Gray Principal-in- Charge	T. Thrasher Project Manager	D. Goral Sr. Project Analyst	D. Jackson QA/Tech Advisor	<u>Total</u>	
	\$	\$	\$	\$	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	1.0	2.0	-	3.0	\$ 455
Task 2: Compile Inventory of Current and Potential Fees	-	-	2.0	-	2.0	270
Task 3: Kick-off /Refine Scope	1.0	1.0	1.0	1.0	4.0	800
Task 4: Develop User Fee Model	1.0	4.0	14.0	1.0	20.0	3,110
Task 5: Time Survey Interviews and Information Gathering	-	12.0	12.0	-	24.0	3,840
Task 6: Common Fees Comparison	1.0	6.0	40.0	1.0	48.0	6,990
Task 7: Data Analysis and Final Fee and Rate Schedule	1.0	3.0	12.0	1.0	17.0	2,655
Task 8: Prepare and Present Draft Report	2.0	3.0	12.0	1.0	18.0	2,895
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	4.0	16.0	-	21.0	3,140
Task 10: Prepare and Present Final Report/Train Staff on Model	3.0	6.0	3.0	-	12.0	2,235
Total – User Fee Study	10.0	40.0	114.0	5.0	169.0	\$ 26,390

Notes

- The cost of preparing the User Fee Study can be included in the resulting new fee schedule. Therefore, over time, the Town can recover the initial outlay of funds that was required to complete the studies.
- Our fee includes all direct expenses associated with the project.
- We will invoice the Town monthly based on percentage of project completed.
- Additional services may be authorized by the Town and will be billed at our then-current hourly overhead consulting rates.
- This scope of work is based on user fees included in the Town of Chino Valley Consolidated Fee Schedule approved by *Resolution No. 12-1001, Adopted October 23, 2012 | Amendment No. 5 – Effective July 1, 2020* (the "Existing Schedule") as provided by the Town to Willdan. While we recognize that some existing fees may be discontinued and others calculated for the first time as part of this study, this user fee study specifically does **not** include:
 - Wastewater base charges, volume rates, and buy-in fees (Page 13 of the Existing Schedule)
 - Water base charges, volume rates, and buy-in fees (Page 14 of the Existing Schedule)

Hourly Fee Schedule

Although this project is a fixed-fee project, our current hourly rates are listed below for reference should the Town request and approve additional services outside of the scope of services contained in this engagement letter.

Willdan Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
analyst I	\$100



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 11/08/2022
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town Manager Employment Agreement with Cindy Blackmore. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the Town Manager Employment Agreement with Cindy Blackmore.

Fiscal Impact

Fiscal Impact?: yes
If Yes, Budget Code: 01-43-5109
Available:
Funding Source:

Attachments

Blackmore Employment Agreement 11.8.22

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CINDY BLACKMORE
(Amended and Restated November 8, 2022)**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into November 8, 2022, by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”) and Cindy Blackmore (the “Manager”).

RECITALS

A. The Mayor and Council of the Town of Chino Valley (the “Town Council”) and the Manager desire to enter into this Agreement to provide certain benefits, to establish certain conditions of employment and to set working conditions for the Manager to serve as Town Manager for the Town as provided by Section 31.20 of the Chino Valley Town Code (the “Town Code”).

B. The parties acknowledge that the Manager has agreed to abide by the International City/County Managers Association (“ICMA”) Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and the Manager hereby agree as follows:

1. Town Manager Obligations.

1.1 Duties. The Manager shall perform the functions and duties specified for the Town Manager in the Town Code and shall perform other legally permissible and proper duties required by law, ordinance or code and functions as the Town Council shall from time to time assign. The job of Town Manager is a salaried position for which the work week is not necessarily limited to 40 hours. Moreover, the parties recognize that the Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Manager shall work full time but that she shall be allowed to adjust her office hours as reasonable and necessary to conduct the business and affairs of the Town so that the Manager is able, for example, to attend all appropriate board meetings and all Town Council meetings. The Town Council recognizes that the Manager is a salaried employee and must devote a great deal of time beyond the normal office hours to business of the Town and, to that end, the Manager will be allowed to take reasonable time off as she shall deem appropriate during said normal office hours.

1.2 Exclusive Employment. The Town and the Manager agree that the Manager shall, from the Manager's first date serving as the Town Manager, February 1, 2021, (the "Start Date") and thereafter during the term of this Agreement, be in the exclusive employ of the Town and shall not accept other employment or carry out any other business except that of the position of the Town Manager unless authorized to do so by the Town Council, in writing, prior to the Manager engaging in such other activity; provided, however, that any such additional duties shall be conducted on the Manager's vacation time and without the use of Town resources or equipment. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided the Manager does not engage in activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from the Manager's performance of her duties for the Town.

1.3 Residency Requirement. The Town Council believes the Manager will be more knowledgeable regarding the needs of the Town and its citizenry and better able to meet those needs if she resides full time within the Tri-City/Yavapai County area as required by Town Code § 31.20(B). The Manager agrees to relocate to, within one year of appointment, and to thereafter reside within, the Tri-City/Yavapai County area on a full time basis at all times while this Agreement is in effect; failure to do so shall be considered good cause for termination.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated by either the Town or the Manager as set forth below.

3. Termination. The Manager serves at the pleasure of the Town Council and may be removed without cause as provided in ARIZ. REV. STAT. § 9-303(C). Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Manager at any time. This Agreement may be terminated by the Town with or without cause at any time, subject only to Section 31.20 of the Town Code and the severance provisions set forth in subsection 3.2 below. The Manager may terminate this Agreement at any time, with or without cause, upon not less than 60 days' written notice to the Town Council; the Town Council, in its sole discretion, may allow for a shorter notice period.

3.1 Severance With Cause. If the Town Council terminates this Agreement with cause, no severance pay will be paid to the Manager unless otherwise approved by the Town Council in its sole discretion. For the purposes of this Agreement, "with cause" shall mean that the Town Council, at a duly posted public meeting, has determined that the Manager has (A) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of her employment when specifically directed to do so by a majority of the Town Council at a duly posted public meeting, (B) been incarcerated and charged with a felony as defined in Arizona Revised Statutes (the Town Council may choose to suspend the Manager with pay during the pendency of any such prosecution), (C) either in her personal or professional capacity, severely damaged the reputation of the Town or the Town Council, (D) materially failed to perform a significant portion of her duties as the Town Manager as set forth in this Agreement, (E) caused or by gross negligence allowed any practice, activity, decision or organizational circumstance that is either illegal or immoral, (F) violated provisions of the ICMA Code of Ethics, (G) committed malfeasance in office or willful breach or habitual neglect of the duties described in Section 31.20 of the Town Code, (H) committed material act(s) or omission(s) that are

recognizable as a conflict of interest under Arizona law, (I) behaved in a manner constituting grounds for termination of a contract under applicable Arizona statutes or case law, or (J) failed consistently to perform the job of Town Manager in a reasonable, professional, and adequate fashion, when such failure continues or reoccurs after 10 days' written notice that such failure is unacceptable, as determined by a majority of the Town Council voting a public meeting held in compliance with Arizona law.

3.2 Severance Without Cause.

A. Amount of Severance; Conditions. In the event the Town Council terminates this Agreement without cause, it shall provide the Manager with 30 days' notice and the Manager shall be entitled to severance pay in an amount equal to six months of her annual base salary, benefits and allowances (including any automobile and cellular telephone allowance granted by the Town Council pursuant to subsection 6.4 below), including pay-out of accrued vacation and sick leave at the then-current rates set forth for all Town employees in the Town's personnel rules, at the time of such termination. The Manager shall not be entitled to additional benefits after the date of termination other than COBRA benefits. Payment of any such severance shall be contingent upon all of the following:

(1) The Manager executing a severance agreement acceptable to both parties, which shall include the Manager's (a) full release of the Town and all its agents and employees from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of the Manager's employment or termination of employment with Town, (b) agreement not to initiate or cause to be initiated under any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining to her employment with the Town and (c) acknowledgement that the Town will provide no more than neutral references for the Manager, but that the Town may be required to disclose any and all records related to such termination pursuant to a valid request for public records.

(2) The Manager making herself reasonably available as needed by the Town for consulting purposes for a period of time equal to the number of months of severance paid.

B. Elements of Severance Without Cause. It shall be deemed severance without cause if, at any time during the term of this Agreement the Town Council (1) reduces the Manager's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all Town employees, (2) reassigns the Manager from the position of Town Manager to another position without her express, written consent, or (3) refuses to comply with a material term of this Agreement within 30 days after written notice from the Manager.

C. Termination of Fringe Benefits. If the Manager's employment is terminated pursuant to this subsection 3.2, all fringe benefits furnished by the Town shall terminate on the date of termination of this Agreement.

3.3. Voluntary Resignation. In the event the Manager voluntarily terminates this Agreement for any reason, she shall not be entitled to severance pay, unless otherwise approved by the Town Council in its sole discretion.

3.4 Forced Resignation. In the event of a suggestion, either formal or informal, by one or more members of the Town Council, including the Mayor, that she resign, the Manager may require that the Town Council and the Manager meet and discuss the matter in an effort to resolve any disagreement or misunderstanding that led to the suggestion of resignation, subject to compliance with the Open Meeting Law and other applicable laws. If the Manager resigns following an offer to accept resignation by a majority of the Town Council, whether formal or informal, then she may declare a termination as of the date of the acceptance.

4. Suspension. If the Town Council has made a determination that “for cause” termination is appropriate as set forth in subsection 3.1 above, the Town Council may, in its sole discretion, as an alternative to, or prior to, termination, suspend the Manager with or without pay for a period of up to 30 days.

5. Disability. If the Manager is permanently disabled or is otherwise unable to fulfill her duties hereunder due to sickness, accident, injury, health or mental incapacity for a period of four consecutive weeks beyond any accrued sick leave, or a minimum of 12 weeks as defined under the Family Medical Leave Act of 1993 (FMLA) should said accrued sick leave be less than 12 weeks, the Town shall have the option to terminate this Agreement; provided, the Town shall pay the full amount of severance pay set forth in Section 3 above. The Manager shall, during such disability event, continue to accrue vacation leave and sick leave and receive holiday compensation benefits. A termination due to disability shall not be exercised unreasonably.

6. Compensation.

6.1 Salary. The Town agrees to pay the Manager a base salary of \$158,000 for fiscal year 2020-21(pro-rated to actual length of service during such fiscal year) for her services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the Town are paid. In the event the Manager has met or exceeded the Town Council’s expectations during any fiscal year under this Agreement, as determined according to the performance evaluation criteria set forth in Section 7 below, the Manager’s base salary shall be increased in each fiscal year (beginning FY 2021-2022) by the same percentage amount approved by the Town Council for other Chino Valley employees as a merit increase, market adjustment and/or cost of living increase, if any, as part of the Town’s annual budget; provided, that for FY 2021-22, the Manager shall be eligible for such increase after the initial six-month evaluation as set forth in Section 7 below. The Town shall adjust the Manager’s other benefits in such amounts as are generally provided other Town employees.

6.2 Disability, Health and Life Insurance. The Town agrees to provide and to pay the premiums for major medical insurance and dental insurance for the Manager and her dependents in the same percentages that are provided to all other salaried employees of the Town. Except as otherwise provided in this Agreement, the Manager shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Town as provided by the Town’s policies, Town Code, ordinances, personnel rules and regulations or other practices. The coverages provided for herein shall be

subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full time employees of the Town. Additionally, any other coverage that may be added by the Town in the future that is applicable to other full time employees of the Town will be made available to the Manager on the same terms and conditions extended to such other employees and/or their dependents.

6.3 Retirement. The Manager shall be entitled to enrollment in the Arizona State Retirement System as provided by Arizona law, and the Town will make payments for such retirement as provided by law.

6.4 Cellular Telephone and Automobile. The Town shall provide the Manager a monthly cellular telephone stipend and monthly automobile allowance, which together shall be \$500.00 per month, subject to the conditions below. The sum shall be paid by separate check each month.

A. Cellular Telephone. The Manager shall maintain a cellular telephone, with a telephone number published internally in the Town directory, for use in conducting Town business.

B. Automobile. The Manager shall retain and maintain a vehicle that is clean, mechanically sound and suitable for such use as may be required for Town business. The Manager shall also be responsible for providing insurance coverage on this vehicle in such amounts adequate to provide protection to the Town in the event of an accident while the vehicle is being used for Town purposes. When travel outside of the corporate limits of the Town for Town business is required, the Manager may utilize a Town vehicle or be reimbursed at the then-current IRS rate after submission by the Manager of a reimbursement request.

6.5 Leave.

A. Vacation Leave. The Manager shall be entitled to accrue and use vacation leave at the rate and under the terms and conditions that apply to the highest accrual rate for other Town employees pursuant to the Town of Chino Valley Personnel Policy and Administrative Guideline Manual ("Personnel Manual"). The Manager shall accrue vacation leave beginning at the rate of a two-year employee. Upon termination of employment, the Town shall pay the Manager for her accrued but unused vacation leave.

B. Sick Leave. The Manager shall be entitled to accrue and use sick leave, to participate in the sick leave bank, and upon the termination of employment, to be paid for unused sick leave. The Manager shall accrue sick leave according to the Personnel Manual. The accrued sick leave hours may be "banked" or converted into vacation time in accordance with the Town's policies and procedures applicable to other full time employees.

C. Holidays. The Manager shall be afforded with paid holidays according to the Personnel Manual in effect at that time.

7. Performance Evaluation. The Town Council shall review and evaluate the Manager initially six months after the Start Date and thereafter annually review and evaluate the Manager's performance as far in advance of the adoption of the annual operating budget as practicable, but not later than May 30 each year. The Manager's review and evaluation shall be based upon (i) success at fulfilling the reasonably achievable goals and performance objectives set forth by the Town Council in a goal-setting retreat, (ii) personnel management, including overall management style and ability to lead and direct staff and ability to supervise department heads, but specifically excluding any evaluation of the Manager's hiring and firing decisions with respect to individual staff members, (iii) obtainment of additional, reasonably-achievable policy objectives and goals as set forth by a majority of the Town Council at a public meeting; provided, however, that such goals and objectives are generally obtainable within the time allowed and within the limitations of the annual budget and (iv) professionalism, including manner of addressing the Town Council, preparation of Town Council agendas and supporting material and preparation and management of the annual budget.

8. Dues and Subscriptions. The Town agrees to budget for and to pay for the Manager's professional dues and subscriptions necessary for her continuation and full participation in national, regional, state and local associations and organizations of which she is currently a member or expected to be a member because of her position as Town Manager, and for other necessary and desirable expenses for her continued professional participation, growth, and advancement, and for the good of the Town, as the Town Council deems appropriate. The Town shall pay for the Manager's dues and membership fees in three such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9. Professional Development.

9.1 Professional Associations. The Town hereby agrees to budget for and to pay for the Manager's travel expenses of professional and official travel, meetings, and occasions it deems necessary to continue her professional development and to adequately pursue necessary official functions for the Town, including but not limited to the ICMA annual conference, the Arizona City/County Management Association conferences, the League of Arizona Cities and Towns annual conference, and such other national, regional, state, and local governmental groups and committees thereof on which the Manager serves as a member. The Town shall budget and pay for the Manager's attendance at three conferences held by such professional organizations. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

9.2 Continuing Education. The Town also agrees to budget for and to pay for the Manager's reasonable travel, registration and subsistence expenses for short courses, institutes and seminars that it deems necessary for her professional development and for the good of the Town. This benefit shall not be included as a portion of Severance Pay as set forth in Section 3 above.

10. Expenses. The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by the Manager. The Town shall reimburse the Manager for reasonable travel, food, lodging and other similar expenses incurred by the Manager in the performance of her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. The Manager shall be authorized and allowed to use a Town credit card for

purposes of charging reasonable business expenses incurred in conducting Town business. Other than travel required for attendance at the ICMA annual conference, business travel outside of the State of Arizona must be pre-approved in the Town Council's sole discretion and the Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Town Council has, in its sole discretion, approved of such out-of-state travel. The Town agrees to (i) reimburse or to pay said general expenses described in this Section 10 and (ii) authorizes the Finance Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

11. Civic Club Membership. The Town recognizes the desirability of representation in and before local civic and other organizations, and the Manager is authorized to become a member of such civic clubs or organizations the Town Council deems necessary and for which the Town shall pay all expenses. The Manager shall report to the Town on each membership that she has taken out at the Town's expense.

12. Indemnification. In addition to that required under state and local law, the Town shall defend, save harmless, and indemnify the Manager from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as prescribed by the Town Code or separate directions of the Town Council. Except for actions or omissions which are intentional and tortious, or criminal in nature, the Town shall indemnify, defend, and hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of the Manager committed within the course and scope of the Manager's employment. If the Manager engages in actions or omissions which are intentional and tortious or criminal in nature, then the Town may, in the sole discretion of the Town Council, indemnify, defend and/or hold the Manager harmless from all liability for damages, court costs, litigation expenses, defense costs, and attorneys' fees which arise out of the acts or omissions of the Manager committed within the course and scope of the Manager's employment.

13. Insurance. At all times while this Agreement is in effect, the Town shall maintain in force a professional errors and omissions insurance policy, with policy limits of not less than \$1,000,000, insuring the Manager against claims arising out of the performance of the Town Manager's duties within the scope of her employment.

14. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

15. Default; Cure. Failure or unreasonable delay by the Manager or the Town to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within 15 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such Cure Period shall

exceed 90 days, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity.

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

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

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to the Manager: Cindy Blackmore
202 North State Route 89
Chino Valley, Arizona 86323

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

17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Manager of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

19. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

20. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Assignment. This Agreement may not be assigned, in whole or in part.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

24. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective or (ii) on the Manager unless and until it has been executed by the Manager or her authorized representative.

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

26. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

27. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The Town and its Town Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

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

29. Counsel Assistance; Fair Interpretation.

29.1 Counsel for the Manager. The Manager has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such

legal representation despite a recommendation from the Town that the Manager seek advice from legal counsel.

29.2 Counsel for Town. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

29.3 Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“Town”

“Manager”

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Jack W. Miller, Mayor

Cindy Blackmore

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 11/08/2022

Contact Person: Erin Deskins, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 11, 2022, study session and regular meeting minutes. (Erin N. Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the October 11, 2022, study session and regular meeting minutes.

Attachments

October 11, 2022 Draft Meeting Minutes

DRAFT

MINUTES OF THE STUDY SESSION MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, OCTOBER 11, 2022
5:00 P.M.**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Present: Mayor Jack Miller; Vice-Mayor Annie Perkins; Councilmember Tom Armstrong; Councilmember Eric Granillo; Councilmember Cloyce Kelly; Councilmember John McCafferty; Councilmember Lon Turner

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Administrative Services Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Utilities Manager Mike Bovee; Senior Planner Will Dingee; Community Services Director Cyndi Thomas; Consultant Mark Holmes; Officer Michael Garcia; Officer Bill Burns; Audio Visual Technician Lawrence Digges; Town Clerk Erin N. Deskins

1) CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:02 p.m.

Councilmember Eric Granillo arrived at 5:10 p.m.

2) Discussion regarding the Town's planning efforts to be undertaken over the next three fiscal years. Plans to be discussed include the General Plan, Utility Rate Study, Infrastructure Improvement Plan, Impact Fee Study, and Integrated Water Master Plan. (Joe Duffy, Administrative Services Director)

Administrative Services Director Joe Duffy presented the following:

- Staff would be presenting the planning and rate studies efforts that would be implemented over the next three years, some of which were integrated.
- Upcoming plans included the General Plan (GP), Utility Rate Study (Water and Sewer) – Phase 1 and Phase 2 (URS), Comprehensive Rate and Fee Study (CRS) for all other Town fees, Infrastructure Improvement Plan (IIP), Impact Fee Study (IFS), and the Integrated Water Master Plan and Capital Improvement Plan (CIP).
- The GP was underway, with the election for adoption planned for 2023.
- URS Phase 1 was underway and would be before Council at the beginning of 2023. Phase 2 would take an additional year.

- CRS would begin in January or February 2023.
- The IIP would be started before the IFS because the IFS needed data from the IIP for the study to be correct.
- It would be approximately \$1 million in planning. The only unknown cost was for the CRS. The plans put together would be what the Town relied upon for the next five to 20 years. If the plans were completed, the Town would have their future path.
- The GP timeline was reviewed.

Utility Rate Study (URS – Phase 1&2)

- Phase 1 of the URS would compare the Town's current rates to surrounding providers. It would determine the necessary revenues required to meet the operating capital obligations into the future, and it would update their 10-year cost of service rate mode (the IIP would determine water and sewer capital needs for the future). Staff would present the proposed rates at a Council study session before adoption.
- The Town had applied for the Bureau of Reclamation Watersmart Grant for Phase 2. If awarded, the Town would factor in alternative methods of conservation into the rate study, which would set rates to encourage conservation. The ultimate goal would produce a multi-year water/wastewater plan, ensure enough funds to achieve operating capital requirements, and decrease outdoor water use demands. The same firm would complete Phase 2 if the grant was awarded.

Comprehensive Rate and Fee Study (CRS)

- The last study was completed in 2012 and looked at all Town fees. It determined the real cost of services provided. Once those costs were determined, it would look at how much the Town wanted to recover. Part of the study would consider other regional area fees. With that information, a reasonable fee would be determined.

Infrastructure Improvement Plan (IIP)

- Because the Town did not have an IIP, they were unable to complete the IFS. It was one of the most important plans the Town could complete.
- It provided a comprehensive look and estimated what the Town would need to consider five to 20 years out. This included waterlines, water/wastewater needs, roadways, parks, libraries, etc. It determined what the Town would need based on growth projections and would help set future budgets based on their needs.
- The Town would greatly rely on the plan for their future needs.

Impact Fee Study (IFS)

- Development Impact Fees were one-time charges applied to offset the initial public service costs of a new development. These fees were typically paid at the time a building permit was taken out. Each home in a new development would pay a portion of the impact fee charged by the Town. Impact fees included were police, recreation, roads, etc.
- The history of the impact fee study was reviewed. A professional services agreement was entered into in December 2020, but it was delayed due to Covid and because staff did not have the data needed to complete the IFS.
- This was why the IIP needed to start before and be integrated with the IFS.
- In accordance with ARS 9-463.905, it would take 12 to 15 months to complete. It had

to forecast growth and all revenue to offset costs for new infrastructure and facilities. All revenues received by the Town needed to be considered. The need to service new growth needed to be demonstrated by servicing the new service area.

- The IIP would serve as the central document for the planning and enforcement of the development impact fees. It would also disclose all the existing infrastructure, the capacity, and the cost of the infrastructure. It would identify the service areas for each necessary public service needed for the future. It could also serve as the Towns CIP, letting the Town plan five to 20 years out.
- Land assumptions were necessary, with growth projections over 10 years, and identifying multi-family, commercial, and industrial locations. It had to conform with the GP, which needed to be completed first. It would reveal the relationship between growth projections in specific areas and planned capital projects.
- The Council needed to determine if they wanted to have impact fees or not. Staff thought a lot of what the Town wanted could be accomplished through future growth and development agreements. The impact fees were burdensome to administer, and only applied to a specific development, and the growth and impact of the development.

Water Consultant Mark Holmes presented the following:

Integrated Water Master Plan (IWMP)

- The Town had completed an IWMP for Old Home Manor. The new IWMP would be town wide and would take more effort and time.
- It consisted of four master plans:
 - The Water Resources Masterplan – It looked at future growth and the acre feet per acre demands would be calculated based on current and future land development changes, and what future buildout and water demands would look like. It would look at water supplies needed, possible future water importation, and augmentation.
 - Water System Masterplan – It looked at how and where water was produced, where it was stored, boosted, and the pressurized systems needed for the daily water demands, along with fire flows and other requirements. This pertained to all three types of users: commercial, industrial, and residential.
 - Wastewater System Masterplan – It looked at the development of the sewer and the master sewer backbone. It was focused on a gravity fed system, the basin areas that would drain through gravity, lift stations needs, reclamation, and future plant locations (possible northern location since everything flowed to the north through gravity.)
 - Reclaimed Water Masterplan – It was the only ever-increasing renewable water supply. As the sewer was expanded, the Town would be able to collect the water, treat it, recharge the water, and put it to beneficial use.
- Based on the outcome of the four masterplans, a CIP would be developed. It would have a highly focused and detailed five-year plan, and a five- to 10-year generalized estimated plan based on what was proposed from a development standpoint for water and sewer. The first five-year CIP would have a prioritization plan, including what would be needed in year one, and then the remaining four years.
- Many communities did not fund the five- to 10-year plan unless there was a need. The IIP would look at if the Town should look at or save for some of those CIPs in that five- to 10-year timeframe.
- The IWMP would become a living plan that would be used by staff to determine what was needed from the developers for infrastructure sizing for water and sewer needs. It would help the Town provide the best water and sewer service practicable. The goal was to improve the reliance, resiliency, and the robustness of a system that could

endure storms by providing backup systems and wells. It also developed the best management practices that helped with the improvements, operations, and maintenance of the system.

Council, Town Attorney, and staff discussed the following:

Development Impact Fees

- State law had many requirements for impact fees, including setting up an oversight committee or a bi-annual audit that looked at how the plan was performing. Every five years the Town needed to make a determination that no changes were needed or that it needed to be updated. The biggest hurdle would be to get the fees adopted, which was approximately a 270-day process after the masterplans were completed. Many communities stayed away from impact fees and only used capacity fees under the water rates setting structure. The initial planning of a capacity fee was the same level for pre-planning, but the adoption level was significantly less. The impact fee process was reviewed. There was an administrative burden that required dedicated staff to track the revenue and expenditures.
- Prescott and Prescott Valley both had impact fees, but there were no County impact fees.
- Each impact fee charged would need to be set up as their own fund for each development. A town the size of Chino Valley would likely have only one service area, so the plan would need allocations that made sense with respect to the areas that generated the growth.
- All funds needed to be spent on growth-related issues. Building out new infrastructure had to account for the use by existing residents, and new residents could not be charged for existing residents' share of impact. Growth paid for growth, and only for growth.
- Fund allocations had to be spent within 10 years, except water and sewer had 15 years to be spent. The approach used was the first dollar in, was the first dollar out.
- Drainage might be one impact fee that made sense on a townwide basis and treated as a single service area. This could provide regional improvements to the entire Town's drainage system.
- Alternative funding sources could be development agreements. These were good for infrastructure unique to a certain area, such as an internal recreational park, which did not benefit the entire Town. The Town was limited to what the developer could reasonably be asked to do. Other Towns used fees that were implemented for certain things, such as drainage fees. Usually new growth paid for the issues through retail sales taxes.
- Special tax districts could be used to pay for new development and charged only to the residents that chose to buy a home in that tax district and often created whole new communities. When there was only one or two of those types of districts, it functioned well. The political downside was that not everyone paid for it and it could be challenging.
- There were two kinds of financing coming from special tax districts: general obligation bonds and special assessment bonds (specific to developments).
- The Town had not had an impact fee since 2011.
- Impact fees could be used for roads but could only account for the impact of the new development.
- The way the Town's study was laid out was important. If it was project based, it was specific to certain areas and roads. The lane mile approach determined the number of lane miles for new growth within a certain period of time. This allowed the funds to be spread around more.

- The Town would require a second funding source in order to make the infrastructure whole and account for deficits.
- New construction sales tax had to be put back into capital in some aspects of the fee study.
- Impact fees allowed for recouping the cost of the study.
- The range of the development fees would vary depending on the existing infrastructure in the area of the new development.
- Impact fees in a small development would help in cutting the cost of new infrastructure. Impact fees were often used to reimburse developers for putting in infrastructure ahead of time.
- Construction sales tax could be increased for new development. Discriminatory sales taxes were limited if there were development impact fees. A higher discriminatory new construction sales tax could be used without the impact fee for new road projects. No voter approval was needed for the new construction sales tax. Developers did not like the use of the higher new construction sales taxes.
- Members discussed finding a funding source for issues like recharging their water supply.
- Members discussed that there was no way to fix the Town's water issue without importing water. Using water from the Big Chino was a viable option, and it was something the Town had been working on for years. They thought they could get the funding for it quickly. It was the only thing the Town had, except they could work towards expanding the sewer for a renewable and ever-increasing supply of water. They could put sewer beyond their corporate boundaries because some county areas had high density septic tanks that could be in violation, and they may want to come on centralized sewer. Other water options would take decades and would cost billions and involve various government agencies.
- Members discussed concerns about making existing citizens pay high water prices so the Town could justify new development.

3) **ADJOURNMENT**

Mayor Miller adjourned the meeting at 5:53 p.m.

**REGULAR MEETING
TUESDAY, OCTOBER 11, 2022
6:00 P.M.**

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

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

Mayor Miller called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

All members of Council and Staff previously mentioned were present except Mark Holmes.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation by Morgan O'Connor, ADEQ Community Liaison for Coconino, Mohave & Yavapai Counties, with the Voluntary Environmental Stewardship Program (VESP), Copper Level to Frank Marbury, Public Works Director. (Terri Denemy, Assistant to the Town Manager)

ADEQ NW Community Liaison Morgan O'Connor presented the following:

- He was presenting the Town with the Copper Voluntary Environmental Stewardship Program award recognition.
- ADEQ contractors and members of the project introduced themselves and described their role.
- ADEQ regulated public water systems in the area, including the Town's. The local NACOG Head Start Facility was having issues with excessive arsenic in their well water. Their own treatment system was required, so the Town helped determine a solution, which was to connect to the Town's water system. They now had clean drinking water. ADEQ gave a grant to the town which paid for half of the project.
- They thanked Steve Sullivan, Mike Bovee, and Frank Marbury from the Town for their work on the project and their collaborative effort.

3) CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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.

Mark Bonacquisti – For the public record, he wanted to address the Council. For the past three years the Town had denied residents the legal right to the Board of Appeals. He reviewed UDO 1.150.007 Section 112 – Board of Appeals. It provided for the reasonable interpretation of the code to determine alternative materials and methods of construction by creating the Board of Appeals. He thought the Town was in violation of the code section by refusing every resident their legal right to an appeals board. If the Town refused to follow the regulations set out, then every resident was not required to follow the rules and regulations since the Council was elected to represent each resident of the Town. He wanted people to politely remind the Council to do the right thing.

Robert Campbell – He was there on behalf of Mr. Bonacquisti. He questioned if there was supposed to be a Board of Appeals. Town Attorney McGuire explained that Council was not allowed to respond during Call to the Public because it was not agendaized. Mr. Campbell asked if they would form a Board of Appeals if they got citizens willing to serve on it. He did not understand why they were not allowed to respond. Attorney McGuire explained that State law prohibited them from responding.

Mark Bonacquisti for Luke Cilano – He thought it was frustrating because the Council was the CEO of the Town, and they handled a \$46 million annual budget and 150 employees. He did not understand why the Council could not decide it needed to be done when they had put together the rules and regulations. Mr. Bonacquisti vented his frustration at the Council for what he claimed was a lack of a Board of Appeals. He was issued a notice of violation back on October 23, 2019 for violation 4-9-1: Outdoor storage. It was based on a person that had completed a code compliance complaint form. After reviewing the citation and the rules and regulations on outdoor storage, he noticed more than 400 citizens that had travel trailers, RV's and motorhomes that were used as onsite residency. During Covid restrictions, he had the right to request the Council discuss his request to have a travel trailer on his property for 180 days, but it was denied. Another resident, at a later date, presented the same issue, and his request was tabled. He had over 150 code compliance forms he had submitted to Developmental Services regarding that, and all said the same thing – no violation. It was a clear case of derelict of duty and discrimination because many others had been allowed to have recreational vehicles for onsite residency, and some as long as 15 years.

4) 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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Mayor Miller explained that during call to the public, people were allowed to address the Council, but not the audience behind them.

- b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.**

Town Manager Blackmore presented the following:

- October 16-22 was Cities and Towns week, and the Mayor had signed a proclamation.
- Cyndi Thomas was promoted to the Community Services Director position.

5) CONSENT AGENDA

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

- a) Consideration and possible action to approve the August 23, 2022, regular meeting minutes. (Erin N. Deskins, Town Clerk)
- b) Consideration and possible action to approve the September 13, 2022, regular meeting minutes. (Erin N. Deskins, Town Clerk)

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve consent agenda items a and b as written.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

6) 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 Ordinance No. 2022-923 amending the Town of Chino Valley Unified Development Ordinance, to ensure internal consistency with recently amended Title V Public Works Chapters 50 and 51 of the Town Code. (Will Dingee, Senior Planner).

Senior Planner Will Dingee presented the following:

- It was a text amendment to make the UDO consistent with Town Code after a recent text amendment to Sections 50 and 51, water and sewer related clauses.
- They would be reconciling Town Code sections in respect to water and sewer utilities in conjunction with minimum lot sizes. There were also associated administrative changes regarding subdivision definitions, refining plat and subdivision processes, and adjusting plat time limits, specifically in regard to preliminary plats. The current time limit was one year, with a possible one-year extension if granted by Town staff. Due to Covid, staff had experienced challenges for developers not being able to get contracts

engineers and some contracts were not able to be fulfilled within the two-year window. Staff recommended that the time limit be a flat three years with no extension to help with challenges in the post-Covid time.

- The Planning Commission approved the text amendment on September 6, 2022, with a unanimous vote in favor. The Planning Commission forwarded a recommendation of approval.

Council and staff discussed the following;

The three-year timeline was only a UDO provision, not a Town Code amendment.

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

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Mark Bonacquista – Asked the Council which members were on the UDO subcommittee that met monthly. He wanted the record to reflect that no Councilmembers raised their hands. The Council had denied every resident the right to review and discuss any changes to the UDO rules and regulations. According to the Town's website, there was supposed to be a UDO Subcommittee. The committee was supposed to bring any changes from the UDO to the Council. He thought all the UDO changes that had been made in the past were illegal because they had not been reviewed and recommended by the UDO Subcommittee. He wanted the public to politely remind the Council to do the right thing.

Mayor Miller closed the public hearing.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Lon Turner to approve Ordinance No. 2022-923 as reflected in Attachment A, subject to the staff report and information provided during this hearing.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve a Cooperative Purchasing Agreement with San Tan Auto Partners and Arizona Emergency Products in an amount not to exceed \$71,158.46. (Frank Marbury, Public Works Director/Town Engineer)

Public Works Director Frank Marbury presented the following:

- This was a cooperative agreement to purchase a vehicle for the Police Department.
- They had enough vehicles that had received enough damage to be totaled. They did get insurance money for the vehicle in question, but to fully replace it, additional funds were required. They were requesting the funds come from the contingency fund.

Council and staff discussed the following;

- The vehicle description was for a Ford Explorer, but since it was specially made for the Police, it was called an Interceptor.
- There were currently two other vehicles on order besides the current one.
- The price they were asking for included upfitting the vehicle with the proper equipment.

MOVED by Vice-Mayor Annie Perkins, seconded by Councilmember Cloyce Kelly to approve the Cooperative Purchasing Agreements with San Tan Auto Partners and Arizona Emergency Products in an amount not to exceed \$71,158.46.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

7) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:28 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Annie Perkins, Councilmember Tom Armstrong, Councilmember Eric Granillo, Councilmember Cloyce Kelly, Councilmember John McCafferty, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, 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 _____ day of _____, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2022.

Erin N. Deskins, Town Clerk