



## Town of Chino Valley

### MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING**  
**Tuesday, December 11, 2012**  
**6:00 P.M.**

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

### AGENDA

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

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

- 4) **RESPONSE TO THE PUBLIC**

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

- 5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a) Status update on grant applications and letters of inquiry by Stephen Whisenhunt, Director of Development.
- b) Year-end Transit System report by Ed Steinback, Transit Manager.
- c) General overview of Town projects by Robert Smith, Town Manager.

- d) Presentation regarding the preliminary results of the recent citizen survey by Cecilia Watts, General Services Director.

## 6) **CONSENT AGENDA**

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

- a) Consideration and possible action to approve the September 11, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the September 25, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve Monthly Financial Report for Month Ended October 31, 2012. (Joe Duffy, Finance Director)
- d) Consideration and possible action to accept the dedication of public right-of-way from Sun Edison Origination 3, Inc. for the alignment of Road 4 South from State Route 89 easterly along Road 4 South at Section 2 Township 15 North Range 2 West. (Ron Grittman, Town Engineer)
- e) Consideration and possible action to approve Intergovernmental Agreement (IGA) Regarding Gang & Immigration Intelligence Team Enforcement Mission (GITEM) State Gang Task Force, between the Arizona Department of Public Safety and the Town of Chino Valley. As the Town anticipates using the saving from this IGA to bring the existing part time officer to full time, the net cost to the Town should be zero. (Chuck Wynn, Police Chief)
- f) Consideration and possible action to approve Change Order Number 1 to agreement with Civil Tec Engineering in the amount of \$960 for additional construction management services for the CDBG Project located at Center Street between Railroad and Cottonwood Lanes. Funds to come from Engineering professional services line. (Ron Grittman, Town Engineer)
- g) Consideration and possible action to approve Change Orders 1, 2, and 3 to contract with N.L. Booth Construction for the roadway widening project at Road 2 North and the Santa Cruz Wash in an amount not to exceed \$15,979.84. Funds to come from Roads Impact Fee Funds. (Ron Grittman, Town Engineer)

## 7) **ACTION ITEMS**

- a) Consideration and possible action regarding discussions held at the December 6, 2012 study session relating to sales taxes, property taxes, and possible revenue options. (Council Finance Committee)

Recommended Action: To be determined per Council discussion.

- b) Consideration and possible action to approve Professional Services Agreement with Civil Tec Engineering for the design of roadways and box culverts, including a Letter of Map Revision (LOMR) at Center Street and the Santa Cruz Wash, in an amount not to exceed \$198,894. Funds to come from Road Impact Fees Funds; although this Item was not in the Fiscal Year 2012/2013 Budget, sufficient Road Impact Fee Funds are available. (Ron Grittmann, Town Engineer)

Recommended Action: Approve the Professional Services Agreement with Civil Tec Engineering for the design of roadways and box culverts, including a Letter of Map Revision at Center Street and the Santa Cruz Wash, in an amount not to exceed \$198,894.

- c) Consideration and possible action to approve the Professional Services Agreement with Civil Tec Engineering for design of the tactical 360 degree police shooting range at Old Home Manor in the vicinity of the Chino Valley Shooting Facility in an amount not to exceed \$10,960. Funds to come from grants obtained by the Police Department. (Ron Grittmann, Town Engineer)

Recommended Action: Approve the Professional Services Agreement with Civil Tec Engineering for the design of the tactical 360 degree police shooting range at Old Home Manor in the vicinity of the Chino Valley Shooting Facility in an amount not to exceed \$10,960.

- d) Consideration and possible action to adopt Resolution No. 12-999, declaring the "Chino Valley Town Code Chapter 90: Animals" as a public record and adopt Ordinance No. 12-762 repealing the Chino Valley Town Code Title IX: General Regulations, Chapter 90: Animals, and adopting the new "Chino Valley Town Code Chapter 90: Animals" by reference. (Chuck Wynn, Police Chief)

Recommended Action: Adopt Resolution No. 12-999, declaring the "Chino Valley Town Code Chapter 90: Animals" as a public record and adopt Ordinance No. 12-762 repealing the Chino Valley Town Code Title IX: General Regulations, Chapter 90: Animals, and adopting the new "Chino Valley Town Code Chapter 90: Animals" by reference.

- e) *Continued from December 6, 2012:* Consideration and possible action to fund abatement of properties within the Town of Chino Valley. Funding source to be determined per December 6, 2012 study session discussion. (Chuck Wynn, Police Chief)

Recommended Action: To be determined per Council discussion.

- f) Consideration and possible action to amend Article 4: Hours of Work/Working Conditions of the Memorandum of Understanding Between the Town of Chino Valley, Arizona and the Chino Valley Police Officers Association.

Recommended Action: Approve amendment of Article 4 of the Memorandum of Understanding Between the Town of Chino Valley, Arizona and the Chino Valley Police Officers Association.

- g) Consideration and possible action to approve the July 2, 2012 special meeting minutes. (Absent: Councilmember Turner) (Jami Lewis, Town Clerk)

Recommended Action: Approve the July 2, 2012 special meeting minutes.

## 8) EXECUTIVE SESSION

*Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).*

- a) Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.01(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and/or § 38-431.01(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding a pre-annexation development agreement that is the subject of pending litigation, *Cortez Enterprises v. Town of Chino Valley*, CV 2006-1407, Yavapai County Superior Court, including but not limited to the October 10, 2012 mediation. (Mayor Marley)
- b) Consideration and possible action regarding pre-annexation agreement that is the subject of pending litigation, *Cortez Enterprises v. Town of Chino Valley*, CV 2006-1407, Yavapai County Superior Court, including but not limited to the October 10, 2012 mediation.
- c) Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.01(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and/or § 38-431.01(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding issues concerning water transportation/pipeline transaction privilege taxes due to the Town from the City of Prescott, including but not limited to *City of Prescott v. Town of Chino Valley*, Case No. CV 46161, Yavapai County Superior Court, Order Confirming Apportionment Formula and Apportionment Schedule filed June 21, 1996, and negotiations to settle disputes regarding the same. (Mayor Marley)
- d) Consideration and possible action regarding issues concerning water transportation/pipeline transaction privilege taxes due to the Town from the City of Prescott, including but not limited to *City of Prescott v. Town of Chino Valley*, Case No. CV 46161, Yavapai County Superior Court, Order Confirming Apportionment Formula and Apportionment Schedule filed June 21, 1996, and negotiations to settle disputes regarding the same.

## 9) ADJOURNMENT

Dated this 5th day of December, 2012.

By: **Jami C. Lewis, Town Clerk**

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the

Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk’s Office.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------|
| <b>CERTIFICATION OF POSTING</b>                                                                                                                                                                                                                          |             |                                        |
| <p>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.</p> |             |                                        |
| Date: _____                                                                                                                                                                                                                                              | Time: _____ | By: _____<br>Jami C. Lewis, Town Clerk |





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 5. d.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Cecilia Watts, General Services Director  
 Phone: 928-636-2646 x-1202  
**Item Type:** Presentation Only  
**Estimated length of Staff Presentation:** 10 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Presentation regarding the preliminary results of the recent citizen survey by Cecilia Watts, General Services Director.

### SITUATION & ANALYSIS:

The Town Council, at it's August Council Retreat, expressed an interest in receiving feedback from the public regarding services the Town provides and options they might consider for revenue generation. A Citizen Survey was prepared and mailed to Chino Valley's 5,775 registered voters on 11/6/2012 and was \*open\* until 11/30/2012. We have received approximately 1,200 surveys in return, equating to a 20.7% response rate. Initial results will be presented on the five questions posed to the public. Comments received on the survey are still being entered and will be available for a January 2013 Council Meeting.

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting**

**Item No. 6. a.**

**Meeting Date:** 12/11/2012

**Contact Person:** Jami Lewis

**Item Type:** Consent

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**AGENDA ITEM TITLE:**

Consideration and possible action to approve the September 11, 2012 regular meeting minutes.  
(Jami Lewis, Town Clerk)

**RECOMMENDED ACTION:**

Approve the September 11, 2012 regular meeting minutes.

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**Attachments**

September 11, 2012 mintues

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# DRAFT

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

**TUESDAY, SEPTEMBER 11, 2012  
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 11, 2012.

**Present:** Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner

**Staff Present:** Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Tom Kack; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Commander Mark Garcia; Town Engineer/Public Works Director Ron Grittmann; Associate Planner David Nicolella; Town Clerk Assistant Liz Hart (recorder)

**Attendees:** Director of Development Stephen Whisenhunt

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

Mayor Marley called the meeting to order at 6:05 p.m.

Councilmember Best gave the invocation and Mayor Marley led the Pledge of Allegiance.

### **2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a)** Recognition of citizens for their service on the Board of Adjustment and Senior Center Advisory Board. (Jami Lewis, Town Clerk)

Mayor Marley presented Certificates of Appreciation to various citizens for their service on the Senior Center Advisory Board, Board of Adjustment, and Roads and Streets Committee.

- b)** Presentation by the Arizona Department of Transportation regarding the State Route 89 widening between Outer Loop Road and Deep Well Ranch Road. (Ron Grittmann, Town Engineer)

Trisha Lewis, Senior Community Relations Officer for ADOT's Prescott District, introduced Bill Peterson with ADOT Communications, and Randy Blake and James Bramble with Prescott District Development. She stated that advertising for bids will be prior to June 30, 2013 and ADOT officials had already met with local business owners affected by the project, Town staff, and the public.

Messrs. Blake and Bramble reported that:

- The design of this project included a divided highway with a median only between Road 4 South and Road 5 South alignment; left turn bays at Roads 4.5 and 5 South; right turn lanes for all access points; deceleration lanes at six points; an acceleration lane at Road 5 South similar to that at Road 3 South, if the Town developed a Road 1 East corridor to Road 5 South as a backage road; and an additional turn lane at Windy Valley Plaza, if the entrance became a public street.
- ADOT needed the Town to work with them to get the best access and circulation in and out of community.
- ADOT will give the millings from the project to the Town.

Town Engineer Ron Grittman added that staff proposed that the millings be used for constructing Road 1 East from Road 4 South, and possible Road 3 South, to the Road 5 South alignment.

Council commented that they did not want to adversely affect any businesses if it could be avoided, and they asked ADOT to consider stopping Road 1 East at a particular easement instead of at Road 5 South and doing the acceleration lane there.

### **3) CALL TO THE PUBLIC**

Cindy Bromagem spoke about the upcoming Prescott Arizona Kennel Club dog show at Old Home Manor.

Jim Gilsdorf, Chino Valley District Ranger, Prescott National Forest, spoke about the recent release of the Draft Forest Plan Revision, public comment period, and public meeting on October 15.

Ab Jackson, CEO, Chino Valley Area Chamber of Commerce, spoke about their next monthly membership luncheon.

Michael Edmonds, resident, spoke about his opposition to the Town revoking the Windmill House's Conditional Use Permit, as it would allow the property owner to seek a rezone and the Town would lose its opportunity to enforce the current CUP.

### **4) RESPONSE TO THE PUBLIC**

Mayor Marley reported on the Town's responses from the previous Call to the Public:

- George Garewell, Wade's Custom Meats – He visited the site, toured the facility, interviewed the owner and an employee, and will meet with Code Enforcement staff and Mr. Garewall in the near future.
- Joe Iacarrino, records requests and driveway culverts – Staff provided him with applicable records and Council enacted a new Ordinance addressing this matter.
- Kara Brennion, the Hells Angels event – The event was quiet and uneventful, and he hoped the Town would adopt a new fee schedule soon to recover Town resources spent on such events.
- Steve Chantos, raised medians on State Route 89 – Council reviewed the topic at a study session on September 6.
- David Richardson, dog training center on Reed Road – He hoped to visit the site next week.
- Todd League with the Parks and Recreation Advisory Board, use of the Community Center – He and the town manager visited with Mr. League on the matter.

## 5) **CURRENT EVENT SUMMARIES AND REPORTS**

Vice Mayor Tenney spoke about the 9-11 Healing Field sponsored by the Town of Prescott Valley.

Mayor Marley acknowledged volunteers of the Del Rio Ward for two community service projects in August; Chino Valley Lions for the Territorial Days event; and the citizens who sponsored the benefit for Brady Jenkins.

- a)** Status report by Consultant Pat Walker regarding Impact Fees Study and SB 1525. (Robert Smith, Town Manager)

Pat Walker reviewed SB 1525 and gave an update on the Town's development impact fee study and SB 1525 implementation. Key points were:

- SB 1525 required major changes in funding and financing of projects through impact fees.
- The new fees and associated documents must be adopted by May 14, 2014 to be effective by August 14, 2014.
- The new law required that the Town either establish a committee or have a biannual audit conducted. Some municipalities were creating an informal ad hoc advisory committee and biannual audit in order to ensure public input before the formal public hearings.
- The required land use assumptions were completed in August 2012, project initiation and management will start in October-December 2012, and the Infrastructure Improvement Plan will be developed in January 2013-February 2014.

- b)** Report by Code Enforcement staff regarding progress, statistics, and cases. (Chuck Wynn, Police Chief)

Chief Wynn and Civilian Operations Supervisor Laurie Whisenand presented a status update on code enforcement activities:

Accomplishments in the past eight months

- Opened 155 cases and closed 75;
- Expended \$685 to abate five properties whose owners could not be located or refused to comply, or whose homes had been foreclosed;
- Focused on educating citizens regarding required fencing for swimming pools;
- Focused on education and compliance and only cited those who refused to comply; and
- Worked with civic organizations to help property owners in need.

Issues

- There were major problems with vacant and/or foreclosed properties and weeds on these properties needed continual abatement.
- The Code Enforcement budget of \$1,000 was only a fraction of what was needed for staff to continue abatement and liens.
- Unabated buildings posed a liability to the Town and the problem might get worse until the economy improved.
- Scrap metal dealers indicated that it was not financially feasible for them to assist and the Fire District could not use dilapidated buildings for training that were too close to nearby homes.

Mayor Marley and Council consented to staff placing this item on a future agenda for possible action.

- c) Report regarding Northern Arizona Council of Governments (NACOG) programs for Northern Arizona municipalities and citizens. (Councilmember Hatch)

Councilmember Hatch presented information about NACOG and the services it provided to governments and individual citizens. Services included Head Start, workforce development, Agency On Aging, community services, and home ownership services. She also reviewed the types of projects NACOG funded in the past, and the projects submitted for funding for the next year, including several by the Town.

- d) Report regarding the Prescott Active Management Area's 4th Management Plan and upcoming Groundwater Users Advisory Committee (GUAC) meeting. (Vice-Mayor Tenney)

Vice Mayor Tenney, the Town's representative on GUAC, reported that the Prescott Active Management Area was undergoing the fourth update of its Active Management Plan, and the Department of Water Resources was seeking public input at a meeting on September 18.

**6) CONSENT AGENDA**

Council set down item 6d.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to approve Consent Agenda items 6a, b, c and e.

**Vote: 7 - 0 PASSED - Unanimously**

- a) Consideration and possible action to approve the June 26, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the July 10, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve the July 24, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to appoint Lillian Morales as an alternate to the Board of Adjustment should a vacancy occur in the near term, and appoint Anita DeMello to the Municipal Property Corporation to a three-year term starting July 1, 2012. (Council Appointments Committee)

Councilmember Hatch reported that the Appointments Committee had previously recommended that Council appoint an alternate to the Board of Adjustment, as they had anticipated a resignation. As the resignation had now occurred, she asked Council to approve the item.

MOVED by Councilmember Linda Hatch, seconded by Vice-Mayor Carl Tenney to appoint Lillian Morales as an alternate to the Board of Adjustment should a vacancy occur, and appoint Anita DeMello to the Municipal Property Corporation to a three-year term starting July 1, 2012.

**Vote: 7 - 0 PASSED - Unanimously**

- e) Consideration and possible action to approve the Professional Services Agreement with Donald E. Zelechowski, Certified Public Accountant, for Sales Tax Audit Services in an amount not-to-exceed \$10,000 for fiscal year 2012/2013. Funds to come from non-departmental professional services line. (Joe Duffy, Finance Director)

Council recessed at 7:35 p.m. and returned at 7:47 p.m.

## 7) **ACTION ITEMS**

- a) ZC Case No. 12-001: Consideration and possible action to adopt Ordinance No. 12-761 approving a zone change from "CL" Commercial Light to "CH" Commercial Heavy for an approximately 2-acre parcel located in the general vicinity of SR 89 and Road 5 North, on the east side of Durham Drive, south of Staley Lane, and identified as Assessor's Parcel Number 306-04-047C. Applicant/Property owner: Keith Bunker. (David Nicolella, Associate Planner)

Mr. Nicolella reported that:

- Applicant Keith Bunker currently owned and operated the Bunker Sawmill Trucking Company located in Prescott. He purchased the subject property in hopes of moving the trucking company onto the property. Initially, the site will function as a “contractor’s yard” to park three trucks that will depart the site in the morning and return in the evening. Eventually, Mr. Bunker would like to build a truck maintenance facility on the site.
- The Town's Unified Development Ordinance required "CH" Commercial Heavy zoning to operate a contractor’s yard, and the site’s current General Plan Designation was “Commercial,” which allowed “CH” zoning.
- As Durham Drive was a dedicated right-of-way, no further dedications were needed.
- On August 7, 2012, the Planning and Zoning Commission voted to recommend that Council approve the rezone with the Findings and Stipulations indicated in Ordinance No. 12-761.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Dean Echols to adopt Ordinance No. 12-761 approving the zone change from "CL" to "CH" for Assessor’s Parcel Number 306-04-047C.

**Vote:** 7 - 0 PASSED - Unanimously

- b) SPR Case No. 12-003: Consideration and possible action to waive requirements of Unified Development Ordinance (UDO) Section 4.22.4 "Parking Design Standards" for a chip seal surface for the primary traffic lanes and parking areas for Assessor's Parcel Number 306-04-047C, located on the east side of Durham Drive south of Staley Lane. Property Owner: Keith Bunker. (David Nicolella, Associate Planner)

Mr. Nicolella reported that:

- The subject site was the same as item 7a.
- To use the site as a contractor’s yard without a building, the Unified Development Ordinance required a screening fence around the yard; it also required that the primary traffic lanes and parking area be surfaced per the town engineer, who was requiring at a minimum a chip seal surface.
- Mr. Bunker was proposing to attach corrugated steel to the existing chain link fence, and suggested that the existing surface was adequate, as it consisted of the same material as the adjacent Durham Drive.
- Staff believed that given the current surface of Durham Drive, it seemed inconsistent to require the property owner to apply chip seal and recommended that Council approve a temporary waiver of the surface material requirement until such time that Mr. Bunker submitted a building permit for his future maintenance facility.
- On September 4, 2012, the Planning and Zoning Commission voted to recommend that Council temporarily waive the paving requirement.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Dean Echols to waive requirements of UDO Section 4.22.4 for a chip seal surface for the primary traffic lanes and parking areas for Assessor's Parcel Number 306-04-047C.

**Vote:** 7 - 0 PASSED - Unanimously

- c) SPR Case No. 12-002: Consideration and possible action to waive the paving requirements of Unified Development Ordinance (UDO) Section 4.22.4(B)(2) "Parking Design Standards" for the drive aisles and one parking space for Assessor's Parcel Number 306-14-003R, located on the south side of West Road 4 North approximately 1,700 feet west of State Route 89, until a building permit is requested for a permanent building. Property Owners: Donald & Catherine Cox. (David Nicolella, Associate Planner)

Mr. Nicolella reported that:

- The subject vacant property was approximately 12.5 acres and currently zoned "CL" Commercial Light.
- Applicants Catherine and Donald Cox desired to establish a growing yard on the subject site that would provide fruit trees, shade trees, and ornamental shrubs for their wholesale nursery yard located in Prescott Valley. The site would not be open to the public and no retail activity would occur.
- The Coxes proposed to: (i) install a temporary 672 square foot commercial construction trailer with office and restroom on site for a groundskeeper and security; (ii) meet landscaping requirements by using juniper trees for screening; and (iii) include two driveways.
- Installation of the construction trailer triggered paving requirements in the Unified Development Ordinance and the Coxes were requesting that Council waive the paving requirements until they put in a permanent building.
- On July 3, 2012, the Planning and Zoning Commission voted to recommend that Council approve the request to eliminate the parking design standards for the drive aisles and one parking space until a building permit was submitted for a permanent building.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to waive the paving requirements of UDO Section 4.22.4(B)(2) "Parking Design Standards" for the drive aisles and one parking space for Assessor's Parcel Number 306-14-003R.

**Vote:** 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve Change Order Number 2 to professional services agreement with Stanley Consultants in the amount of \$5,407.78 for additional work for post design services required by the Arizona Department of Transportation regarding the preparation of bid documents for the sidewalk and landscaping project along State Route 89 between Center Street and Road 4 South. Funds to come from Highway User Revenue Fund, Roads Maintenance professional services line. (Ron Gritman, Town Engineer)

Acronym used in this item:

ADOT (Arizona Department of Transportation)

Mr. Gritman reported that:

- On May 27, 2010, the Town entered into a professional services agreement with Stanley Consultants ("Stanley") for design of the sidewalk and landscaping project along State Route 89 between Center Street and Road 4 South. This agreement was associated with an intergovernmental agreement between the Town and ADOT.
- On March 8, 2011, the Town executed change order number 1 for the design and inclusion of an entrance sign located on northbound 89 immediately north of Road 4

South. The construction plans for the project were completed in the summer of 2011.

- Over the past year, ADOT made several requests of Stanley to modify the construction drawings and specifications. Stanley had been extremely responsive to ADOT and had provided actual services far in excess of the change order amount requested, while keeping the project from falling behind even further in the construction schedule.
- This was the final change order and bids were expected to go out on September 14.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to approve Change Order Number 2 to professional services agreement with Stanley Consultants in the amount of \$5,407.78 for additional work for post design services required by the Arizona Department of Transportation.

**Vote:** 7 - 0 PASSED - Unanimously

- e) Consideration and possible action to approve an Intergovernmental Agreement between the Town of Chino Valley and Yavapai County Flood Control for the construction of the first of three flood control projects. Funds to come from Yavapai County Flood Control District. (Ron Grittmann, Town Engineer)

Mr. Grittmann reported that:

- On January 11, 2012, the Town submitted five flood control projects to Yavapai County Flood Control District for funding consideration over a five year period.
- On July 23, 2012, The District notified the Town that the County would fund three flood control projects over the next three years: (i) Road 3 North at Town Hall, \$268,250; (ii) Chino Meadows Unit 5 at Peavine Trail, \$1,084,600; and (iii) Road 2 South at Highway 89, \$235,770.
- This first project will rectify flooding at Road 3 North and Gilson and will be designed and constructed this fiscal year.

Council and a member of the public asked about water running from this project flooding nearby Appaloosa Meadows and who would be responsible if that happened. Mr. Grittmann stated that the new channel will be built to discharge water over a longer period of time to keep the flows to those of pre-development. He was confident that it would not feed any more water into the Appaloosa system, but if it did, the Town would be responsible.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve the Intergovernmental Agreement between the Town and Yavapai County Flood Control for the construction of the Road 3 North at Town Hall Drainage Improvements.

**Vote:** 7 - 0 PASSED - Unanimously

- f) Consideration and possible action to purchase two 2011 Ford Expedition 4x4 XL Police Unit as replacements to two existing units that will be retired for mileage in the amount of \$77,528.52 from Berge Ford and Arizona Emergency Products. Funds to be transferred from the remaining funds from the Greater Arizona Development Authority debt defeasance located in the Debt Service Fund and disbursed from Miscellaneous Capital Projects line in the Capital Improvement Fund. (Ron Grittmann, Town Engineer)

Mr. Grittmann reported that:

- Through the defeasance process of the Town's loans from the Greater Arizona Development Authority, \$235,000 of these funds were committed toward acquisition of certain capital vehicles and equipment. Two pieces of equipment on the list were an Expedition and a Crown Victoria for the Police Department.
- As Ford had stopped making the Crown Victoria and had started a new police line using Interceptors, the Town's fleet manager recommended that staff not take chances with the new line and purchase another Expedition.
- An additional \$2,528.52 needed to make this change will come from the remaining funds used to purchase an administrative vehicle.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve the purchase of two 2011 Ford Expedition 4x4 XL Police Units from Berge Ford and Arizona Emergency Products in the amount of \$77,528.52.

**Vote:** 7 - 0 PASSED - Unanimously

- g)** Discussion and possible action regarding amendments to the Town Code sections relating to traffic control citations and traffic signs. (Councilmember Hatch; Vice-Mayor Tenney)

Councilmember Hatch reported that:

- Some other municipalities were revising their traffic codes to cite certain civil traffic violations under local law rather than under state law. She compared the results of such a change for the citizen and the Town as far as costs of fines for the driver and points on the driver's record.
- Additionally, it had been suggested that the Town Code be modified to provide that the Town's speed limit signs be considered prima facie evidence with regard to speed limits, especially since some of the Town's new speed limits were not included in state statute.
- The Magistrate Evaluation Committee was recommending that the town attorney draft an ordinance to address these matters.

Mayor Marley suggested that staff provide the pros and cons of these changes, as well as reports from the other municipalities, and present the findings during a study session.

MOVED by Mayor Chris Marley, seconded by Councilmember Lon Turner to refer item 7g to a study session.

**Vote:** 7 - 0 PASSED - Unanimously

- h)** Discussion and possible action regarding procurement of legal services for the Town and possible recruitment process. (Vice-Mayor Tenney; Mayor Marley)

Vice-Mayor Tenney reported that:

- Three Town officers reported directly to Council: the town manager, town magistrate, and town attorney. As Council had entered into recent contracts with the first two and legal services had not been reviewed in many years, he believed Council owed it to the public to re-assess legal services and their costs.
- Currently, the Town contracted with one outside firm for general legal services and with other firms for specialized services, for a total cost of approximately \$150,000 last year.

- He recommended appointing two or three Councilmembers to review the costs and ramifications of hiring in-house, going out for a new bid, or continuing with the current firm; and then presenting their findings to Council.

Council discussion: Councilmembers favored appointing three councilmembers to a committee to do the research and then referring the matter to a study session.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to appoint Vice-Mayor Tenney, Councilmember Hatch, and Councilmember Croft to an hoc committee to review various options for providing legal services for the town and prepare a report for a Council study session.

With Council's consent, Mayor Marley asked Vice Mayor Tenney to serve as chair of the committee.

**Vote:** 7 - 0 PASSED - Unanimously

- i) Consideration and possible action to approve the July 2, 2012 special meeting minutes. (Absent: Councilmember Turner) (Jami Lewis, Town Clerk)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve the July 2, 2012 special meeting minutes.

**Vote:** 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSTAIN)

## 8) EXECUTIVE SESSION

## 9) ADJOURNMENT

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to adjourn the meeting at 8:45 p.m.

**Vote:** 7 - 0 PASSED - Unanimously

ATTEST:

\_\_\_\_\_  
Chris Marley, Mayor

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

## CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of September, 2012. I further certify that the meeting was duly called and held and that a quorum was

present.

Dated this 11th day of December, 2012.

---

Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting**

**Item No. 6. b.**

**Meeting Date:** 12/11/2012

**Contact Person:** Jami Lewis

**Item Type:** Consent

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**AGENDA ITEM TITLE:**

Consideration and possible action to approve the September 25, 2012 regular meeting minutes. (Jami Lewis, Town Clerk)

**RECOMMENDED ACTION:**

Approve the September 25, 2012 regular meeting minutes.

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**Attachments**

September 25, 2012 minutes

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# DRAFT

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

**TUESDAY, SEPTEMBER 25, 2012  
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 25, 2012.

**Present:** Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner

**Staff Present:** Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Tom Kack; Finance Director Joe Duffy; Police Commander Mark Garcia; Town Engineer/Public Works Director Ron Gritman; Utilities Supervisor Chris Bartels; Associate Planner David Nicoletta; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

**Attendees:** Human Resources Analyst Tiffany Resendez

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

Mayor Marley called the meeting to order at 6:03 p.m.

Councilmember Croft gave the invocation and Mayor Marley led the Pledge of Allegiance.

### **2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

### **3) CALL TO THE PUBLIC**

Tom Payne with the Chino Valley Area Chamber of Commerce spoke about a going away party for Ab Jackson, Chamber CEO, on September 26, and the Freeman Farms Pumpkin Festival, to be held every weekend in October.

### **4) RESPONSE TO THE PUBLIC**

Mayor Marley reported on the Town's response to the previous Call to the Public comments:

- Michael Edmonds, Windmill House Conditional Use Permit – This matter will be addressed under item 7a.

## 5) **CURRENT EVENT SUMMARIES AND REPORTS**

Mayor Marley reported that:

- Council will hold two public hearings regarding Home Rule on October 9 at 6:00 p.m. and October 18 at 6:00 p.m.
- At a previous Council meeting, Town Magistrate John Walker had requested an opportunity to revisit his staff's compensation as developed by \_\_\_\_ [consultant], and Council had received several requests for a report on the result. He reported that the consultant stated in a letter that he stood by his original recommendation.
- The Prescott and Prescott Valley Councils held a joint meeting on their Big Chino water importation project, resulting in mutual consent to drill monitoring wells in the Big Chino Basin to monitor the aquifer and develop a model study prior to importation.
- The Town was sending a survey to registered voters with questions on programs, services, funding, and cutting costs versus raising revenues; and he urged citizens to have a say in the Town's future by responding to the survey.

- a) Recognition of the Chino Valley Recreation Foundation for contributions to summer aquatics and recreation programs. (Cecilia Watts, General Services Director)

On behalf of the Parks and Recreation Department and Aquatics Division, Ms. Watts recognized the Chino Valley Recreation Foundation for contributing \$2,300 in scholarships for swim lessons, \$500 for local schools to visit the pool at the end of the season, and \$2,000 to the Recreation Department for winter recreation programs.

## 6) **CONSENT AGENDA**

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch

**Vote:** 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to accept resignation of Candy Blakeslee from the Board of Adjustment effective September 11, 2012. (Jami Lewis, Town Clerk)

## 7) **ACTION ITEMS**

- a) Consideration and possible action to repeal Ordinance No. 11-754, revoking the Conditional Use Permit for the Windmill House, located at 1460 W. Road 4 North and identified as Assessor's Parcel Number 306-05-030W and a portion of 306-05-030X. Owner: Joe Cordovana, Trustee of the LaVacara Family LLC. (David Nicolella, Associate Planner)

Councilmember Echols recused himself at 6:15 p.m. due to a conflict of interest, as he had previously managed the Windmill House.

Acronym used in this item:

CUP (Conditional Use Permit)

Mr. Nicolella reported that:

- The owner of the Windmill House, Joseph Cordovana, was unwilling to dedicate

right-of-way along the subject property's Road 4 North frontage, which was required as a condition in Ordinance 11-754, the CUP for the Windmill House's operation.

- The dedication should have occurred prior to active use of the CUP and staff's many efforts to work with Mr. Cordovana on the dedication were unsuccessful.
- On August 16, Mayor Marley and staff met with Mr. Cordovana, who stated that he would not dedicate the right-of-way unless the Town processed a new rezoning application for him, waived the associated application fees, and ensured that the rezoning action was successful. The Town could not fulfill that request.
- One September 4, 2012, the Planning and Zoning Commission voted to recommend that Council revoke the CUP due to non-compliance with the Ordinance's stated condition.
- Late this afternoon, it was brought to staff's attention that a new Ordinance was needed to repeal the current one, and Ordinance 12-762 had been drafted for that purpose.

Council asked about provisions in the Ordinance for a time limit on the dedication or a change of circumstances. Mr. Nicolella and Town Manager Robert Smith related that the Ordinance did not include such provisions and the Town did not take an aggressive stance to obtain the dedications, as most land use applicants enacted required dedications fairly quickly after approval. This situation was unusual in that the CUP was for an ongoing activity, and the usual triggers—new applications for zoning, business licensing, or building permit—did not apply until the lessee of the Windmill House left and Mr. Cordovana was required to obtain a new business license.

Council and the public asked more questions about options for the dedication and CUP. Mr. Nicolella, Mr. Smith, and Town Attorney Tom Kack related that:

- Mr. Cordovana originally agreed to the dedication, and it was a condition of getting the CUP. Without it, Mr. Cordovana would have no right to the conditional use, unless Council amended it.
- If Council continued the CUP, Mr. Cordovana had the right to cancel it in writing, which staff had already requested.
- The CUP could not expire because Mr. Cordovana was still operating the business and without the CUP, the use was not justified.
- Once the CUP was repealed, it could not be reinstated.
- Regardless of any of the above, Mr. Cordovana could start over and submit an application for other land uses.
- There were several similar permitted uses in the AR-5 zoning district.

Public Comment:

Patricia McKee, resident, spoke against repealing the CUP and enforcing it as written, as repealing it would allow Mr. Cordovana to apply for other uses that might conflict with the surrounding neighborhood.

Council Discussion: As staff followed the proper procedure and did what they could to resolve the issues, and Mr. Cordovana was clear that he would not dedicate under the CUP, Council generally believed there was no reason not to revoke it. One Councilmember recommended that staff provide time limits in future land use Ordinances to avoid situations like this.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to approve Ordinance No. 12-762, repealing Ordinance No. 11-754 and revoking the CUP with Windmill House due to non-compliance with the condition of approval for right-of-way property along the Road 4 North frontage.

**Vote:** 7 - 0 PASSED - Unanimously

Councilmember Echols returned to the dais at 6:37 p.m.

- b) Consideration and possible action to adopt Personnel Policy No. 755, "Supplemental Benefit Plan (SBP) for Public Safety Employees," effective August 2, 2012. (Cecilia Watts, General Services Director)

Ms. Watts reported that:

- The Legislature enacted A.R.S. § 38-961 requiring political subdivisions that employed a public safety employee on a full-time basis and meeting certain criteria to have in place a supplemental benefits plan for public safety employees injured in the line of duty to the extent that they could not perform the functions of the position and were receiving worker's compensation benefits.
- Currently, an injured employee would receive 2/3 salary through worker's compensation and the rest through sick leave. The new law changed in that the Town: (i) was now responsible for the remaining 1/3 of the salary; (ii) was now to pay the approximately 9.35% employee portion of public safety retirement; and (iii) could no longer use the employee's leave balances.
- The Town could establish injury standards for plan eligibility, as well as exclusions; however, staff recommended that the Town's Worker's Compensation carrier determine eligibility for worker's compensation and the Supplemental Benefit Plan.
- In the event a public safety employee was to qualify for the plan and be paid benefits for the full six months, the total amount of additional Town funds required would be between \$2,000 and \$2,600, depending on the salary range of the employee. The Police Department budget would likely be able to absorb the additional expense; otherwise Contingency Funds would be used.
- Staff desired to make this additional benefit available for all employees, as the statute did not disallow it; but, based on the Town's claims history for the last two years, staff was reluctant to recommend this benefit without an assured funding source.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch

**Vote:** 7 - 0 PASSED - Unanimously

- c) Report and possible discussion regarding an Open Meeting Law violation and guidelines for Council communications with regard to the Open Meeting Law. (Tom Kack, Town Attorney)

Acronym used in this item:

OML (Open Meeting Law)

Mr. Kack reported that he had two OML issues on which to report.

- A former employee filed numerous complaints against the Town regarding possible

OML violations. The state attorney general investigated the matters and found the following: (i) On May 19, 2009, Council held an executive session to discuss furloughs, layoffs, and reductions in pay and hours. As no specific employees were discussed, no notice was given to employees giving them the opportunity to hold the meeting in public. In addition, there were no minutes for this meeting, as the employee designated to take minutes did not submit them and had since left the Town's employ. (ii) A meeting held in April 2010 was properly held, but had a citation that had been improperly used; and this meeting also had no minutes for the same reasons as the above meeting.

- The other OML issue pertained to Council communications. He had been asked to clarify and provide guidelines to Council on oral or electronic communications outside of meetings. These guidelines would be not just for Council, but for all the Town's public bodies, and he will provide them at the next meeting.

Council asked for him to provide samples along with the guidelines. Mr. Kack stated that he had some good examples from the attorney general.

Councilmember Hatch commented that ultimately, Councilmembers and public body members were responsible for their own actions, and they could obtain advice from the state ombudsman.

- d) Consideration and possible action to approve the August 2, 2012 joint study session minutes. (Absent: Councilmembers Echols and Turner) (Jami Lewis, Town Clerk)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft

**Vote: 5 - 0 PASSED**

Other: Councilmember Dean Echols (ABSTAIN)

Councilmember Lon Turner (ABSTAIN)

## 8) EXECUTIVE SESSION

- a) Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.01(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and/or § 38-431.01(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding a pre-annexation development agreement that is the subject of pending litigation, *Cortez Enterprises v. Town of Chino Valley*, CV 2006-1407, Yavapai County Superior Court. (Mark Drutz, Town Attorney)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to go into executive session at 6:49 p.m.

**Vote: 7 - 0 PASSED - Unanimously**

Mayor Marley reconvened the meeting into open session at 7:52 p.m.

Council took no action on item 8a.

## 9) ADJOURNMENT

MOVED by Mayor Chris Marley, seconded by Councilmember Darryl Croft to adjourn the meeting at 7:52 p.m.

**Vote:** 7 - 0 PASSED - Unanimously

ATTEST:

\_\_\_\_\_  
Chris Marley, Mayor

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 25th day of September, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of September, 2012.

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 6. c.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Joe Duffy, Finance Director  
 Phone: 928-636-2646 x-1211  
**Department:** Finance  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to approve Monthly Financial Report for Month Ended October 31, 2012.

### RECOMMENDED ACTION:

Approve Monthly Financial Report for the Month Ended October 31, 2012.

### SITUATION AND ANALYSIS:

The Finance Department will begin preparing Monthly Financial Reports for the Mayor, Council, Staff and Community. Upon Council approval, the reports will be posted on the Town's website.

The new report format was reviewed by the Finance Committee on December 4, 2012. The report includes the following sections;

**Revenue and Expense Summary** - This section details the Revenues and Expenditures of each fund. Comparing the year to date figures to the current year's annual budget and the prior year's month to date figures..

**Major Revenue Summary** - This section details the year to date figures for the Town's eight major revenue sources that account for 60% of the Town's Revenue.

**Other Information** - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year. Additional items will be added in the future.

The Finance Director will supplement these reports with periodic presentations and other information throughout the fiscal year.

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**Fiscal Impact**

**Fiscal Impact?:**       None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

October 2012 Financial Report

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# **Town of Chino Valley**

## **Arizona**

### **Monthly Financial Report**



**To The Town Council**

**For the Month Ended October 31, 2012**

| Town of Chino Valley                                                                                                                                                                                                                                                                                                         |                                |                           |                             |                 |                      |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|-----------------|----------------------|------------|
| Revenue and Expense Summary                                                                                                                                                                                                                                                                                                  |                                |                           |                             |                 |                      |            |
| For the Four Months Ended October 31, 2012 34% of the Fiscal Year                                                                                                                                                                                                                                                            |                                |                           |                             |                 |                      |            |
|                                                                                                                                                                                                                                                                                                                              |                                |                           |                             |                 | Actual vs Prior Year |            |
| Revenues                                                                                                                                                                                                                                                                                                                     | Actual Year to Date FY 2011-12 | Annual Budget 2012-13 (1) | Actual Year to Date 2012-13 | % of Budget YTD | Amount               | %          |
| <b>GENERAL FUND</b>                                                                                                                                                                                                                                                                                                          |                                |                           |                             |                 |                      |            |
| <b>General Fund Revenues by Category</b>                                                                                                                                                                                                                                                                                     |                                |                           |                             |                 |                      |            |
| Franchise Taxes                                                                                                                                                                                                                                                                                                              | \$ 21,068                      | \$ 143,500                | \$ 22,246                   |                 | \$ 1,178             |            |
| Tax Revenues                                                                                                                                                                                                                                                                                                                 | \$ 782,283                     | \$ 2,292,000              | \$ 813,300                  |                 | \$ 31,017            |            |
| Licenses & Permits                                                                                                                                                                                                                                                                                                           | \$ 60,705                      | \$ 180,030                | \$ 64,517                   |                 | \$ 3,812             |            |
| Intergovernmental                                                                                                                                                                                                                                                                                                            | \$ 788,207                     | \$ 2,797,095              | \$ 846,347                  |                 | \$ 58,140            |            |
| Charges for Service                                                                                                                                                                                                                                                                                                          | \$ 41,903                      | \$ 427,132                | \$ 365,293                  |                 | \$ 323,390           |            |
| Fines and Forfeitures                                                                                                                                                                                                                                                                                                        | \$ 49,720                      | \$ 186,100                | \$ 43,008                   |                 | \$ (6,712)           |            |
| Other Revenues                                                                                                                                                                                                                                                                                                               | \$ 4,869                       | \$ 14,850                 | \$ 1,360                    |                 | \$ (3,509)           |            |
| Contributions and Donations                                                                                                                                                                                                                                                                                                  | \$ 3,313                       | \$ 23,800                 | \$ 4,774                    |                 | \$ 1,461             |            |
| Investment Earnings                                                                                                                                                                                                                                                                                                          | \$ 142                         | \$ 500                    | \$ 153                      |                 | \$ 11                |            |
| Transfers In                                                                                                                                                                                                                                                                                                                 | \$ 223,104                     | \$ 438,654                | \$ 139,552                  |                 | \$ (83,552)          |            |
| <b>Total Revenues</b>                                                                                                                                                                                                                                                                                                        | <b>\$ 1,975,314</b>            | <b>\$ 6,503,661</b>       | <b>\$ 2,300,551</b>         | <b>35%</b>      | <b>\$ 325,237</b>    | <b>16%</b> |
| Total Revenues for the General Fund increased by \$ 325,237 over the previous fiscal year. Tax Revenues are up 4%, Intergovernmental up 7%. The largest increase is in Charges for Services due to a one time Tower Rental Payment of \$ 328,000. Transfers In were reduced in the current years budget over the prior year. |                                |                           |                             |                 |                      |            |
| <b>General Fund Expenditures by Department</b>                                                                                                                                                                                                                                                                               |                                |                           |                             |                 |                      |            |
| Legal Services                                                                                                                                                                                                                                                                                                               | \$ 34,619                      | \$ 107,737                | \$ 35,689                   |                 | \$ 1,070             |            |
| Town Clerk                                                                                                                                                                                                                                                                                                                   | \$ 56,810                      | \$ 213,351                | \$ 57,996                   |                 | \$ 1,186             |            |
| Town Manager                                                                                                                                                                                                                                                                                                                 | \$ 103,323                     | \$ 306,844                | \$ 113,586                  |                 | \$ 10,263            |            |
| Human Resources                                                                                                                                                                                                                                                                                                              | \$ 14,164                      | \$ 67,179                 | \$ 15,851                   |                 | \$ 1,687             |            |
| Municipal Court                                                                                                                                                                                                                                                                                                              | \$ 70,939                      | \$ 268,554                | \$ 78,884                   |                 | \$ 7,945             |            |
| Finance                                                                                                                                                                                                                                                                                                                      | \$ 89,285                      | \$ 248,154                | \$ 73,123                   |                 | \$ (16,162)          |            |
| Management Information System                                                                                                                                                                                                                                                                                                | \$ 25,183                      | \$ 138,889                | \$ 30,593                   |                 | \$ 5,410             |            |
| Geographical Info Systems                                                                                                                                                                                                                                                                                                    | \$ 16,679                      | \$ 68,659                 | \$ 23,422                   |                 | \$ 6,743             |            |
| Mayor and Council                                                                                                                                                                                                                                                                                                            | \$ 12,329                      | \$ 29,730                 | \$ 8,724                    |                 | \$ (3,605)           |            |
| Planning                                                                                                                                                                                                                                                                                                                     | \$ 63,666                      | \$ 128,598                | \$ 51,218                   |                 | \$ (12,448)          |            |
| Building Inspection                                                                                                                                                                                                                                                                                                          | \$ 18,973                      | \$ 150,893                | \$ 46,535                   |                 | \$ 27,562            |            |
| Dispatch                                                                                                                                                                                                                                                                                                                     | \$ 54,688                      | \$ 140,201                | \$ 46,733                   |                 | \$ (7,955)           |            |
| Police                                                                                                                                                                                                                                                                                                                       | \$ 712,860                     | \$ 2,134,957              | \$ 719,668                  |                 | \$ 6,808             |            |
| Animal Control                                                                                                                                                                                                                                                                                                               | \$ 21,193                      | \$ 87,120                 | \$ 26,261                   |                 | \$ 5,068             |            |
| Recreation                                                                                                                                                                                                                                                                                                                   | \$ 20,992                      | \$ 62,815                 | \$ 21,617                   |                 | \$ 625               |            |
| Library                                                                                                                                                                                                                                                                                                                      | \$ 81,176                      | \$ 261,281                | \$ 97,185                   |                 | \$ 16,009            |            |
| Senior Center                                                                                                                                                                                                                                                                                                                | \$ 48,292                      | \$ 195,577                | \$ 63,044                   |                 | \$ 14,752            |            |
| Parks Maintenance                                                                                                                                                                                                                                                                                                            | \$ 163,261                     | \$ 350,883                | \$ 165,607                  |                 | \$ 2,346             |            |
| Aquatic Center                                                                                                                                                                                                                                                                                                               | \$ 112,725                     | \$ 276,247                | \$ 102,135                  |                 | \$ (10,590)          |            |
| Public Works Administration                                                                                                                                                                                                                                                                                                  | \$ 5,925                       | \$ 19,355                 | \$ 6,856                    |                 | \$ 931               |            |
| Facilities Maintenance                                                                                                                                                                                                                                                                                                       | \$ 92,797                      | \$ 342,319                | \$ 88,611                   |                 | \$ (4,186)           |            |
| Fleet Maintenance                                                                                                                                                                                                                                                                                                            | \$ 90,447                      | \$ 319,774                | \$ 100,440                  |                 | \$ 9,993             |            |
| Engineering                                                                                                                                                                                                                                                                                                                  | \$ 8,622                       | \$ 43,252                 | \$ 11,728                   |                 | \$ 3,106             |            |
| Non Departmental                                                                                                                                                                                                                                                                                                             | \$ 207,819                     | \$ 923,740                | \$ 198,026                  |                 | \$ (9,793)           |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                                                                    | <b>\$ 2,126,767</b>            | <b>\$ 6,886,109</b>       | <b>\$ 2,183,532</b>         | <b>32%</b>      | <b>\$ 56,765</b>     | <b>3%</b>  |
| Total Revenue Over (Under)                                                                                                                                                                                                                                                                                                   |                                |                           |                             |                 |                      |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                                                                    | <b>\$ (151,453)</b>            | <b>\$ (382,448)</b>       | <b>\$ 117,019</b>           |                 | <b>\$ 268,472</b>    |            |

| Town of Chino Valley                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                |                           |                             |                 |                      |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|-----------------|----------------------|-----|
| Revenue and Expense Summary                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                |                           |                             |                 |                      |     |
| For the Four Months Ended October 31, 2012 34% of the Fiscal Year                                                                                                                                                                                                                                                                                                                                                                                              |                                |                           |                             |                 |                      |     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |                           |                             |                 | Actual vs Prior Year |     |
| Revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Actual Year to Date FY 2011-12 | Annual Budget 2012-13 (1) | Actual Year to Date 2012-13 | % of Budget YTD | Amount               | %   |
| <b>GENERAL FUND (Continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |                           |                             |                 |                      |     |
| Total General Fund Expenditures are at 32% of budget this fiscal year with 34% of the fiscal year complete. Expenditures are \$ 56,765 higher to date than last fiscal year. Planning is at 40% of budget due to increased personnel costs and Parks Maintenance is at 47% due to the cost of watering the parks during the summer months. Both departments should be on track at the end of the fiscal year. All other departments are on track year to date. |                                |                           |                             |                 |                      |     |
| <b>HIGHWAY USER REVENUE FUND</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |                                |                           |                             |                 |                      |     |
| Total Revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 215,203                     | \$ 771,261                | \$ 233,910                  | 30%             | \$ 18,707            | 9%  |
| <b>Expenditures</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |                           |                             |                 |                      |     |
| Road Maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 195,500                     | \$ 784,257                | \$ 191,832                  | 24%             | \$ (3,668)           | -2% |
| Total Revenue Over (Under)                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                |                           |                             |                 |                      |     |
| Total Expenditures                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 19,703                      | \$ (12,996)               | \$ 42,078                   |                 | \$ 22,375            |     |
| Highway User Revenue Revenues are up 9% over the prior fiscal year, while department expenses are down 2%.                                                                                                                                                                                                                                                                                                                                                     |                                |                           |                             |                 |                      |     |

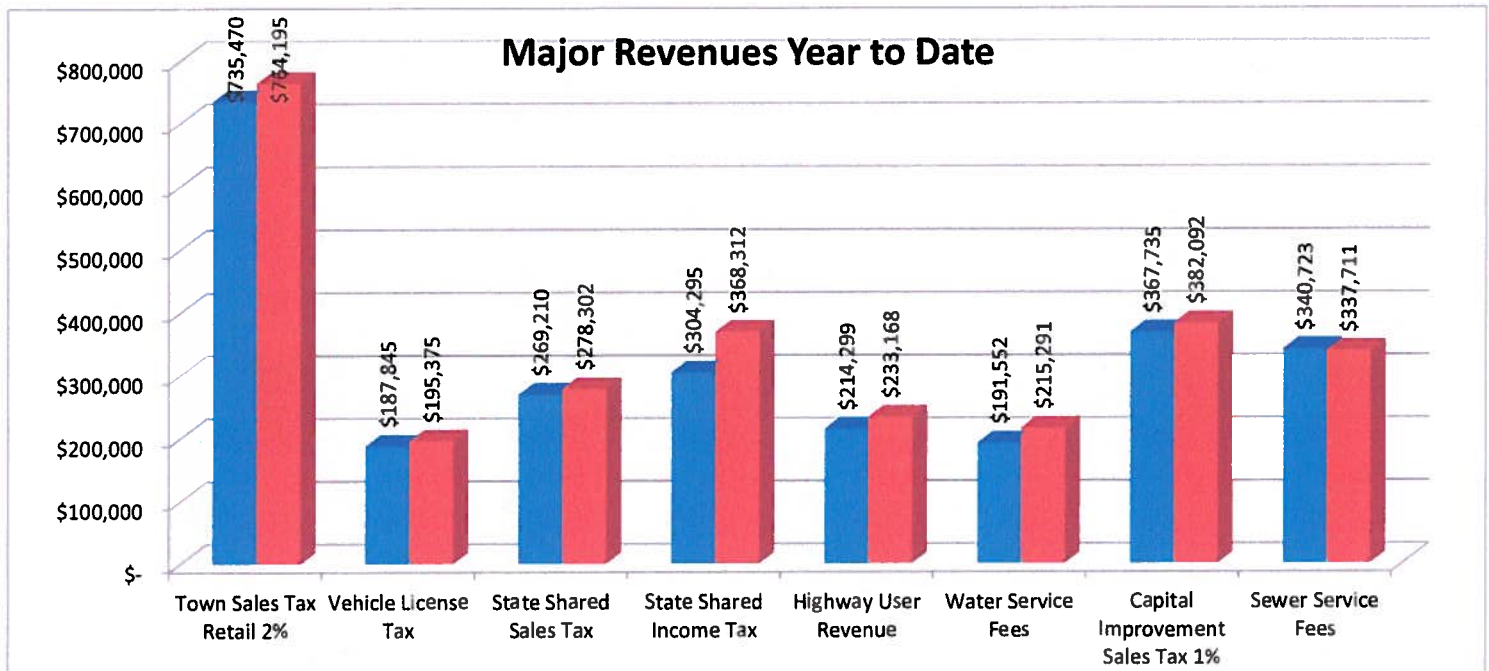
| Town of Chino Valley                                                                                                                                                                                                                                                        |                                |                           |                             |                 |                      |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|-----------------|----------------------|------------|
| Revenue and Expense Summary                                                                                                                                                                                                                                                 |                                |                           |                             |                 |                      |            |
| For the Four Months Ended October 31, 2012 34% of the Fiscal Year                                                                                                                                                                                                           |                                |                           |                             |                 |                      |            |
|                                                                                                                                                                                                                                                                             |                                |                           |                             |                 | Actual vs Prior Year |            |
| Revenues                                                                                                                                                                                                                                                                    | Actual Year to Date FY 2011-12 | Annual Budget 2012-13 (1) | Actual Year to Date 2012-13 | % of Budget YTD | Amount               | %          |
| <b>WATER ENTERPRISE FUND</b>                                                                                                                                                                                                                                                |                                |                           |                             |                 |                      |            |
| Water Revenues                                                                                                                                                                                                                                                              | \$ 194,852                     | \$ 419,060                | \$ 219,352                  |                 | \$ 24,500            |            |
| Transfers In                                                                                                                                                                                                                                                                | \$ 99,672                      | \$ 362,990                | \$ 120,996                  |                 | \$ 21,324            |            |
| <b>Total Revenues</b>                                                                                                                                                                                                                                                       | <b>\$ 294,524</b>              | <b>\$ 782,050</b>         | <b>\$ 340,348</b>           | <b>44%</b>      | <b>\$ 45,824</b>     | <b>16%</b> |
| <b>Expenditures</b>                                                                                                                                                                                                                                                         |                                |                           |                             |                 |                      |            |
| Water Utility Operations                                                                                                                                                                                                                                                    | \$ 114,707                     | \$ 518,667                | \$ 144,474                  |                 | \$ 29,767            |            |
| Water Resources Division                                                                                                                                                                                                                                                    | \$ 44,585                      | \$ 141,964                | \$ 45,031                   |                 | \$ 446               |            |
| Capital Improvements                                                                                                                                                                                                                                                        | \$ -                           |                           | \$ 2,173                    |                 | \$ 2,173             |            |
| Debt Service/Reserve                                                                                                                                                                                                                                                        | \$ 6,126                       | \$ 173,208                |                             |                 | \$ (6,126)           |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 165,418</b>              | <b>\$ 833,839</b>         | <b>\$ 191,679</b>           | <b>23%</b>      | <b>\$ 26,261</b>     | <b>16%</b> |
| <b>Total Revenue Over (Under)</b>                                                                                                                                                                                                                                           |                                |                           |                             |                 |                      |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 129,106</b>              | <b>\$ (51,789)</b>        | <b>\$ 148,669</b>           |                 | <b>\$ 19,563</b>     |            |
| Total Water Enterprise Fund Revenues are up 16% over the prior fiscal year. Water Service Fees are up 13%. Expenditures are at 23% Year to date.                                                                                                                            |                                |                           |                             |                 |                      |            |
| <b>SEWER ENTERPRISE FUND</b>                                                                                                                                                                                                                                                |                                |                           |                             |                 |                      |            |
| <b>Total Revenue</b>                                                                                                                                                                                                                                                        | <b>\$ 426,454</b>              | <b>\$ 1,389,920</b>       | <b>\$ 405,002</b>           | <b>29%</b>      | <b>\$ (21,452)</b>   | <b>-5%</b> |
| <b>Expenditures</b>                                                                                                                                                                                                                                                         |                                |                           |                             |                 |                      |            |
| Sewer                                                                                                                                                                                                                                                                       | \$ 227,983                     | \$ 900,253                | \$ 271,887                  |                 | \$ 43,904            |            |
| Grand Expenditures                                                                                                                                                                                                                                                          |                                | \$ 130,000                |                             |                 | \$ -                 |            |
| Debt Service/Reserve                                                                                                                                                                                                                                                        | \$ 58,840                      | \$ 976,642                | \$ 79,156                   |                 | \$ 20,316            |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 286,823</b>              | <b>\$ 2,006,895</b>       | <b>\$ 351,043</b>           | <b>17%</b>      | <b>\$ 64,220</b>     | <b>22%</b> |
| <b>Total Revenue Over (Under)</b>                                                                                                                                                                                                                                           |                                |                           |                             |                 |                      |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 139,631</b>              | <b>\$ (616,975)</b>       | <b>\$ 53,959</b>            |                 | <b>\$ (85,672)</b>   |            |
| Total Sewer Enterprise Fund Revenues are down 5% over last fiscal year due to no Septage Recovery Fees being collected this fiscal year. Expenditures are up over the prior fiscal year, however are only at 17% of budget year to date.                                    |                                |                           |                             |                 |                      |            |
| <b>CAPITAL IMPROVEMENT FUND</b>                                                                                                                                                                                                                                             |                                |                           |                             |                 |                      |            |
| <b>Total Revenues</b>                                                                                                                                                                                                                                                       | <b>\$ 391,340</b>              | <b>\$ 3,146,650</b>       | <b>\$ 407,026</b>           | <b>13%</b>      | <b>\$ 15,686</b>     | <b>4%</b>  |
| Capital Improvements                                                                                                                                                                                                                                                        |                                | \$ 2,000,000              | \$ 112,144                  |                 | \$ 112,144           |            |
| Transfers                                                                                                                                                                                                                                                                   | \$ 321,276                     | \$ 1,358,390              | \$ 452,796                  |                 | \$ 131,520           |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 321,276</b>              | <b>\$ 3,358,390</b>       | <b>\$ 564,940</b>           | <b>17%</b>      | <b>\$ 243,664</b>    | <b>76%</b> |
| <b>Total Revenue Over (Under)</b>                                                                                                                                                                                                                                           |                                |                           |                             |                 |                      |            |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                                   | <b>\$ 70,064</b>               | <b>\$ (211,740)</b>       | <b>\$ (157,914)</b>         |                 | <b>\$ (227,978)</b>  |            |
| Capital Improvement Fund Revenues are up 4% over the prior fiscal year primarily due to the increase Sales Tax Collections. Capital Improvements are for the Road 2 North Box Culvert projected to be at \$ 196,087 at year end. \$ 370,000 was paid with Road Impact Fees. |                                |                           |                             |                 |                      |            |

| Town of Chino Valley                                                                                                                                    |                                |                           |                             |                 |                      |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|-----------------|----------------------|-------------|
| Revenue and Expense Summary                                                                                                                             |                                |                           |                             |                 |                      |             |
| For the Four Months Ended October 31, 2012 34% of the Fiscal Year                                                                                       |                                |                           |                             |                 |                      |             |
|                                                                                                                                                         |                                |                           |                             |                 | Actual vs Prior Year |             |
| Revenues                                                                                                                                                | Actual Year to Date FY 2011-12 | Annual Budget 2012-13 (1) | Actual Year to Date 2012-13 | % of Budget YTD | Amount               | %           |
| <b>OTHER MINOR FUNDS</b>                                                                                                                                |                                |                           |                             |                 |                      |             |
| <b>Other Minor Funds -Revenues</b>                                                                                                                      |                                |                           |                             |                 |                      |             |
| Grants Fund                                                                                                                                             | \$ 68,883                      | \$ 650,915                | \$ 41,536                   |                 | \$ (27,347)          |             |
| Special Revenue Fund Court                                                                                                                              | \$ 5,836                       | \$ 17,065                 | \$ 3,631                    |                 | \$ (2,205)           |             |
| Capital Asset Replacement                                                                                                                               | \$ 42,882                      | \$ 45,050                 | \$ 179                      |                 | \$ (42,703)          |             |
| Police Impact Fee Funds                                                                                                                                 | \$ 631                         | \$ 1,530                  | \$ 328                      |                 | \$ (303)             |             |
| Library Impact Fee Funds                                                                                                                                | \$ 319                         | \$ 635                    | \$ 164                      |                 | \$ (155)             |             |
| Parks/Rec Impact Fee Funds                                                                                                                              | \$ 1,115                       | \$ 1,915                  | \$ 421                      |                 | \$ (694)             |             |
| Roads Impact Fee Funds                                                                                                                                  | \$ 5,050                       | \$ 16,440                 | \$ 3,993                    |                 | \$ (1,057)           |             |
| Special Revenue Fund PD                                                                                                                                 | \$ 1,950                       | \$ 20,002                 | \$ 11,705                   |                 | \$ 9,755             |             |
| CVSLID Districts                                                                                                                                        | \$ 0                           | \$ 3,958                  | \$ 10                       |                 | \$ 10                |             |
| <b>Total Revenues</b>                                                                                                                                   | <b>\$ 126,666</b>              | <b>\$ 757,510</b>         | <b>\$ 61,966</b>            | <b>8%</b>       | <b>\$ (64,700)</b>   | <b>-51%</b> |
| Grants Funds                                                                                                                                            | \$ 40,824                      | \$ 650,915                | \$ 31,780                   |                 | \$ (9,044)           |             |
| Special Revenue Fund - Court                                                                                                                            | \$ 6,951                       | \$ 74,687                 | \$ 4,190                    |                 | \$ (2,761)           |             |
| Capital Replacement Fund                                                                                                                                | \$ 3,608                       | \$ 268,865                | \$ 3,997                    |                 | \$ 389               |             |
| Police Impact Fee Funds                                                                                                                                 | \$ 4,706                       | \$ 58,354                 | \$ 1,218                    |                 | \$ (3,488)           |             |
| Library Impact Fee Funds                                                                                                                                | \$ -                           | \$ 111,608                | \$ 426                      |                 | \$ 426               |             |
| Parks/Rec Impact Fee Funds                                                                                                                              | \$ -                           | \$ 117,952                | \$ 244                      |                 | \$ 244               |             |
| Roads Impact Fee Funds                                                                                                                                  | \$ 5,000                       | \$ 370,000                | \$ 405,085                  |                 | \$ 400,085           |             |
| Special Revenue Fund PD                                                                                                                                 | \$ 1,500                       | \$ 20,002                 |                             |                 | \$ (1,500)           |             |
| CVSLID Districts                                                                                                                                        | \$ 2,684                       | \$ 3,958                  | \$ 1,226                    |                 | \$ (1,458)           |             |
| <b>Total Expenditures</b>                                                                                                                               | <b>\$ 65,273</b>               | <b>\$ 1,676,341</b>       | <b>\$ 448,166</b>           | <b>27%</b>      | <b>\$ 382,893</b>    | <b>587%</b> |
| <b>Total Revenue Over (Under)</b>                                                                                                                       |                                |                           |                             |                 |                      |             |
| <b>Total Expenditures</b>                                                                                                                               | <b>\$ 61,393</b>               | <b>\$ (918,831)</b>       | <b>\$ (386,201)</b>         |                 | <b>\$ (447,593)</b>  |             |
| Road Impact Fees Expenditure are up due to the Road 2 North Box Culvert. Total project is \$ 25,000 over what was budgeted in the Road Impact Fee Fund. |                                |                           |                             |                 |                      |             |
| <b>TOTAL ALL FUNDS</b>                                                                                                                                  |                                |                           |                             |                 |                      |             |
| <b>Total Revenue All Funds</b>                                                                                                                          | <b>\$ 3,429,500</b>            | <b>\$ 13,351,052</b>      | <b>\$ 3,748,803</b>         | <b>28%</b>      | <b>\$ 319,303</b>    | <b>9%</b>   |
| <b>Total Expenditures All Funds</b>                                                                                                                     | <b>\$ 3,161,057</b>            | <b>\$ 15,545,831</b>      | <b>\$ 3,931,192</b>         | <b>25%</b>      | <b>\$ 770,135</b>    | <b>24%</b>  |
| <b>Total Revenue Over (Under)</b>                                                                                                                       |                                |                           |                             |                 |                      |             |
| <b>Total Expenditures All Funds</b>                                                                                                                     | <b>\$ 268,443</b>              | <b>\$ (2,194,779)</b>     | <b>\$ (182,389)</b>         |                 | <b>\$ (450,832)</b>  |             |
| (1) Budget does not include Carryover Amounts from Prior Fiscal Years                                                                                   |                                |                           |                             |                 |                      |             |

**Town of Chino Valley**  
**Major Revenue Summary**  
**For the Three Months Ended October 31, 2012.**

|                           |                                   |                          |                                |                    | Actual vs Prior Year |           |
|---------------------------|-----------------------------------|--------------------------|--------------------------------|--------------------|----------------------|-----------|
|                           | Actual Year to Date<br>FY 2011-12 | Annual Budget<br>2012-13 | Actual Year to Date<br>2012-13 | % of Budget<br>YTD | Amount               | %         |
| Town Sales Tax Retail 2%  | \$ 735,470                        | \$ 2,165,000             | \$ 764,195                     |                    | \$ 28,725            |           |
| Vehicle License Tax       | \$ 187,845                        | \$ 562,089               | \$ 195,375                     |                    | \$ 7,530             |           |
| State Shared Sales Tax    | \$ 269,210                        | \$ 904,520               | \$ 278,302                     |                    | \$ 9,092             |           |
| State Shared Income Tax   | \$ 304,295                        | \$ 1,104,833             | \$ 368,312                     |                    | \$ 64,017            |           |
| Highway User Revenue      | \$ 214,299                        | \$ 762,561               | \$ 233,168                     |                    | \$ 18,869            |           |
| Water Service Fees        | \$ 191,552                        | \$ 408,240               | \$ 215,291                     |                    | \$ 23,739            |           |
| Capital Improvement Sales | \$ 367,735                        | \$ 1,082,500             | \$ 382,092                     |                    | \$ 14,357            |           |
| Sewer Service Fees        | \$ 340,723                        | \$ 1,025,000             | \$ 337,711                     |                    | \$ (3,012)           |           |
|                           | <b>\$ 2,611,129</b>               | <b>\$ 8,014,743</b>      | <b>\$ 2,774,446</b>            | <b>35%</b>         | <b>\$ 163,317</b>    | <b>6%</b> |
|                           | <b>\$ 3,429,500</b>               | <b>\$ 13,351,052</b>     | <b>\$ 3,748,803</b>            | <b>28%</b>         | <b>\$ 319,303</b>    | <b>9%</b> |
|                           | <b>76%</b>                        | <b>60%</b>               | <b>74%</b>                     |                    |                      |           |

The Major Revenues are up \$ 163,317 or 6% over the prior fiscal year. Total Revenue are up \$ 319,903 or 9% over the prior fiscal year.



**Town of Chino Valley**  
**Impact Fee Fund Recaps**  
**For the Four Months Ended October 31, 2012 34% of the Fiscal Year**

|                                         | <b>Police Impact Fees</b> | <b>Library Impact Fees</b> | <b>Parks/Rec Impact Fees</b> | <b>Roads Impact Fees</b> |
|-----------------------------------------|---------------------------|----------------------------|------------------------------|--------------------------|
| <b>Beginning Fund Balance @ 6/30/12</b> | <b>\$ 76,636</b>          | <b>\$ 106,295</b>          | <b>\$ 118,000</b>            | <b>\$ 2,594,975</b>      |
| Impact Fees Revenue to Date             | \$ 328                    | \$ 164                     | \$ 421                       | \$ 3,993                 |
| Impact Fees Expenditures to Date        | \$ 1,218                  | \$ 426                     | \$ 244                       | \$ 405,085               |
| <b>Ending Fund Balance to Date</b>      | <b>\$ 75,746</b>          | <b>\$ 106,033</b>          | <b>\$ 118,177</b>            | <b>\$ 2,193,883</b>      |
| Budgeted Expenditures FY 12/13          | \$ 58,354                 | \$ 111,608                 | \$ 117,952                   | \$ 370,000               |

**General Fund Contingency Budget**  
**For the Four Months Ended October 31, 2012 34% of the Fiscal Year**

|                                      | <b>Actual Year to Date<br/>2012-13</b> | <b>Annual Budget<br/>2012-13 (1)</b> |
|--------------------------------------|----------------------------------------|--------------------------------------|
| <b>Adopted Budget FY 2012/13</b>     |                                        | <b>\$ 323,047</b>                    |
| Encumbered to Date                   |                                        |                                      |
| Caselle Software Upgrade             | \$ 17,925                              | \$ 17,925                            |
| Citizens Survey                      | \$ 5,894                               | \$ 6,000                             |
| Strategic Financial Plan             |                                        | \$ 28,340                            |
| <b>Balance of Contingency Budget</b> | <b>\$ 23,819</b>                       | <b>\$ 270,782</b>                    |

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 6. d.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Ron Grittmann, Town Engineer, Public Works  
 Phone: 928-636-2646 x-1223  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Road 4 South east of Highway 89

### AGENDA ITEM TITLE:

Consideration and possible action to accept the dedication of public right-of-way from Sun Edison Origination 3, Inc. for the alignment of Road 4 South from Highway 89 easterly along Road 4 South at Section 2 Township 15 North Range 2 West.

### RECOMMENDED ACTION:

Accept the dedication from Sun Edison Origination 3 along Road 4 South east of Highway 89.

### SITUATION AND ANALYSIS:

Over the past few years, the Town has been working with Sun Edison and the Arizona State Land Department to secure the right-of-way for Road 4 South. This was a requirement of the conditional use permit that the Town issued to Sun Edison for the 19MW Solar Generating Station located at Road 4 South. As the project developed it was determined the the existing alignment of Road 4 South falls entirely on State Land and not split between adjacent properties, as is typically done. As such, Sun Edison has secured a 50' wide right-of-way across the entire northerly property line of Section 2.

### Fiscal Impact

**Fiscal Impact?:** None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

### Attachments

Letter from Town Attorney

Dedication of Public Roadway

---

MUSGROVE, DRUTZ & KACK, P.C.  
ATTORNEYS AT LAW

JAMES B. MUSGROVE  
MARK W. DRUTZ  
THOMAS P. KACK  
SHARON SARGENT-FLACK  
BRIAN G. PURSELL  
JEFFREY D. GAUTREAUX  
ANDREW J. DIENER

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1135 W. IRON SPRINGS ROAD  
PRESCOTT, ARIZONA 86305

TELEPHONE  
(928) 445-5935  
(928) 445-5980 (FAX)  
(928) 775-9565

GRANT K. MCGREGOR (1959-2005)

December 3, 2012

**TIME SENSITIVE**

File No. 8749-136

**VIA HAND DELIVERY**

Alex Vakula, Esq.  
The Vakula Law Firm, PLC  
The Historic Marks House  
203 E Union St  
Prescott AZ 86303

Re: SunEdison Origination3, LLC; ASLD Right of Way Agreement # 16-116071  
Right of Way Road Dedication to the Town of Chino Valley, Arizona

Dear Alex:

In connection with ASLD Right of Way Agreement # 16-116071, Additional Conditions No. 4, enclosed find an original and one (1) copy (for your files) of DEDICATION OF PUBLIC ROADWAY, dedicating to the Town of Chino Valley the subject right-of-way described within said Agreement. The Town has scheduled the Acceptance of said Dedication for the December 11, 2012, Regular Town Council Meeting. Therefore, we request that SunEdison execute the original Dedication instrument in front of a notary public and return the same to our office no later than Monday December 10, 2012. We would be happy to arrange for pick-up of the original instrument.

Once the Dedication is accepted by the Town Council, it will be executed by the Mayor and recorded with the office of the Yavapai County Recorder, but not before the recording of Agreement # 16-116071.

Upon receipt and review of the enclosed instrument, if you would like to discuss the same or have any questions, please contact this office.

Sincerely,

MUSGROVE, DRUTZ & KACK, P.C.

By:   
Thomas P. Kack  
Sharon Sargent-Flack

SSF/ssf  
Enclosure

cc: Ron Grittmann, Public Works Director, via email w/encl  
Jami Lewis, Town Clerk, via email

Name: SunEdison Origination3, LLC

Location: A portion of State Land located within Section 2 Township 15 North Range 2 West

### **DEDICATION OF PUBLIC ROADWAY**

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Sun Edison Origination 3, INC, hereinafter designated "Grantor," and the TOWN OF CHINO VALLEY, a municipal corporation of the County of Yavapai, State of Arizona, hereinafter designated "Grantee."

### **RECITALS**

Grantee requires a right-of-way, under and across, to a parcel of land, hereinafter described, owned by Grantor, upon which Grantee may hereafter construct, improve, operate and maintain a public roadway, and exercise all rights incident thereto, together with the right to authorize, permit and license the use thereof for utilities, and other public purposes, as may be necessary for the efficient construction, improvement, operation and maintenance of such roadway and utilities.

Grantor desires to grant to Grantee a right of way for such purposes and to dedicate the same forever for use of the public as a roadway and Grantor hereby approves the location of such roadway and consents to the establishment thereof upon the land hereinafter described. Further, Grantor does hereby release the **TOWN OF CHINO VALLEY** from all claims for damage or compensation for and on account of the establishment and construction of such roadway, except as to the conditions set for herein.

### **COVENANTS AND CONVEYANCE**

In consideration of the premises, covenants and conditions to be kept and performed by Grantee, and the further consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, Grantor does hereby grant, convey and dedicate to Grantee forever for use as a public roadway and for utilities, and all incidents thereto, including the rights described in the Recitals, that certain real property situated in Yavapai County, Arizona, and more particularly described and depicted on Exhibits "A" (6.413± acres) and "B" (.036 ± acres) attached hereto and made a part hereof.

Name: SunEdison Origination3, LLC

Location: A portion of State Land located within Section 2 Township 15 North Range 2 West

TO HAVE AND TO HOLD the same unto the Grantee forever, together with all and singular the rights and appurtenances thereunto in any wise belonging, provided that the Grantee complies with, keeps and carries out the following conditions which run with and are attached to the land dedicated herein.

### CONDITIONS

1. The parcel of land herein described shall be used for no other purposes than those herein set forth.
2. The Grantee shall repair any improvements belonging to the Grantor as may be damaged by the Grantee during the construction of such roadway.
3. Grantor reserves all irrigation rights and improvements, if any, located within such right-of-way, including but not limited to ditches, canals, gates, flumes, and reservoirs.

The provisions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and Grantee as such may be applicable.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

GRANTOR: \_\_\_\_\_

\_\_\_\_\_

STATE OF ARIZONA }  
County of Yavapai } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

Name: SunEdison Origination3, LLC

Location: A portion of State Land located within Section 2 Township 15 North Range 2 West

### ACCEPTANCE OF DEDICATION BY GRANTEE

Pursuant to a meeting of the duly constituted members of the Council of the Town of Chino Valley, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2012, at which meeting a majority of the members present voted approval, the foregoing Dedication of Public roadway is accepted by the Town of Chino Valley, Arizona, Grantee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

TOWN OF CHINO VALLEY  
A Municipal Corporation

By \_\_\_\_\_  
Chris Marley, Mayor

ATTEST:

Musgrove Drutz & Kack, P.C.

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

State of Arizona }  
                              ) ss.  
County of Yavapai }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before, me  
\_\_\_\_\_, the undersigned, Notary Public, personally appeared \_\_\_\_\_  
whose identities were proved to me on the basis of satisfactory evidence to be the person whose  
names are subscribed to this document, and who acknowledged that they signed the above  
document

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**EXHIBIT A****16-116071****Page 1 of 3****SECTION MAP**  
**WRITTEN DESCRIPTION**

A PARCEL OF LAND LYING WITHIN A PORTION OF THE NORTH HALF (N2) OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2;  
THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2,  
SOUTH 89°37'15" WEST, 2732.84 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 2;  
THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2,  
SOUTH 89°38'23" WEST, 2731.69 FEET TO THE NORTHWEST CORNER OF SAID SECTION 2;  
THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, SOUTH 01°16'23" EAST,  
50.01 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 50.00 FEET SOUTHERLY,  
MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF  
SECTION 2;  
THENCE ALONG SAID PARALLEL LINE, NORTH 89°38'23" EAST, 2583.64 FEET;  
THENCE SOUTH 00°21'37" EAST, 10.00 FEET;  
THENCE NORTH 89°38'23" EAST, 147.26 FEET TO A LINE THAT IS PARALLEL WITH AND  
DISTANT 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE  
OF THE NORTHEAST QUARTER OF SECTION 2;  
THENCE ALONG SAID PARALLEL LINE, NORTH 89°37'15" EAST, 102.74 FEET;  
THENCE NORTH 00°22'45" WEST, 10.00 FEET;  
THENCE NORTH 89°37'15" EAST, 1236.74 FEET;  
THENCE SOUTH 00°22'45" EAST, 10.00 FEET;  
THENCE NORTH 89°37'15" EAST, 80.00 FEET;  
THENCE NORTH 00°22'45" WEST, 10.00 FEET;  
THENCE NORTH 89°37'15" EAST, 572.15 FEET;  
THENCE SOUTH 00°22'45" EAST, 10.00 FEET;  
THENCE NORTH 89°37'15" EAST, 280.00 FEET;  
THENCE NORTH 00°22'45" WEST, 10.00 FEET;  
THENCE NORTH 89°37'15" EAST, 462.60 FEET TO THE EASTERLY LINE OF SAID NORTHEAST  
QUARTER SECTION 2;  
THENCE ALONG SAID EASTERLY LINE, NORTH 01°57'05" WEST, 50.02 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 6.413 ACRES MORE OR LESS.

## SECTION MAP

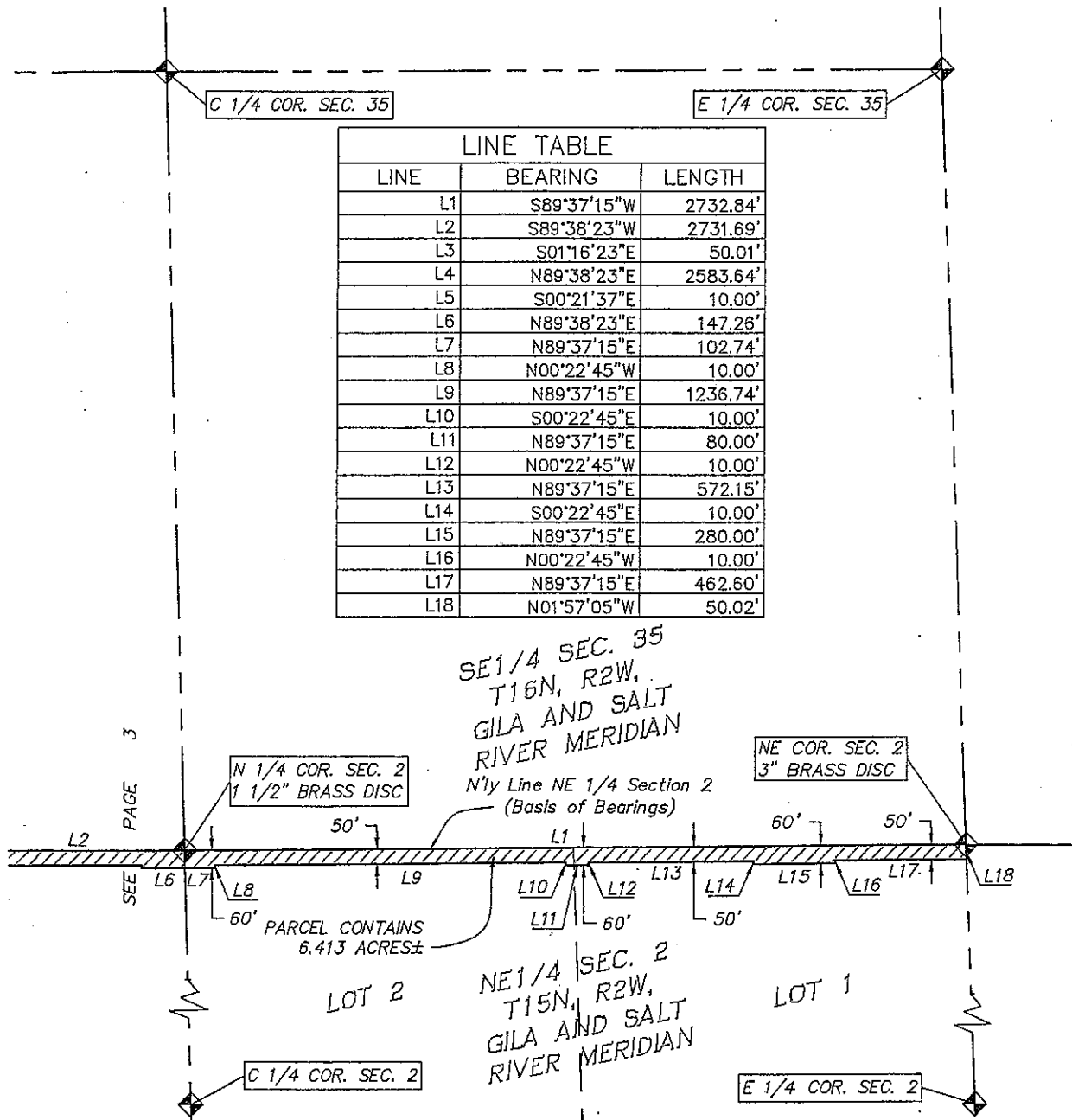
Application/File no. \_\_\_\_\_

☐ Preliminary description☐ Final descriptionArizona State  
Land Department

Twp. 15N

Rge. 2W

Sec. 2

Scale  
1" = 500'

T.B. description

S.L.D. Engineering

# EXHIBIT A

16-116071

Page 3 of 3

47 of 121

## SECTION MAP

Application/File no. \_\_\_\_\_

☐ Preliminary description

☐ Final description

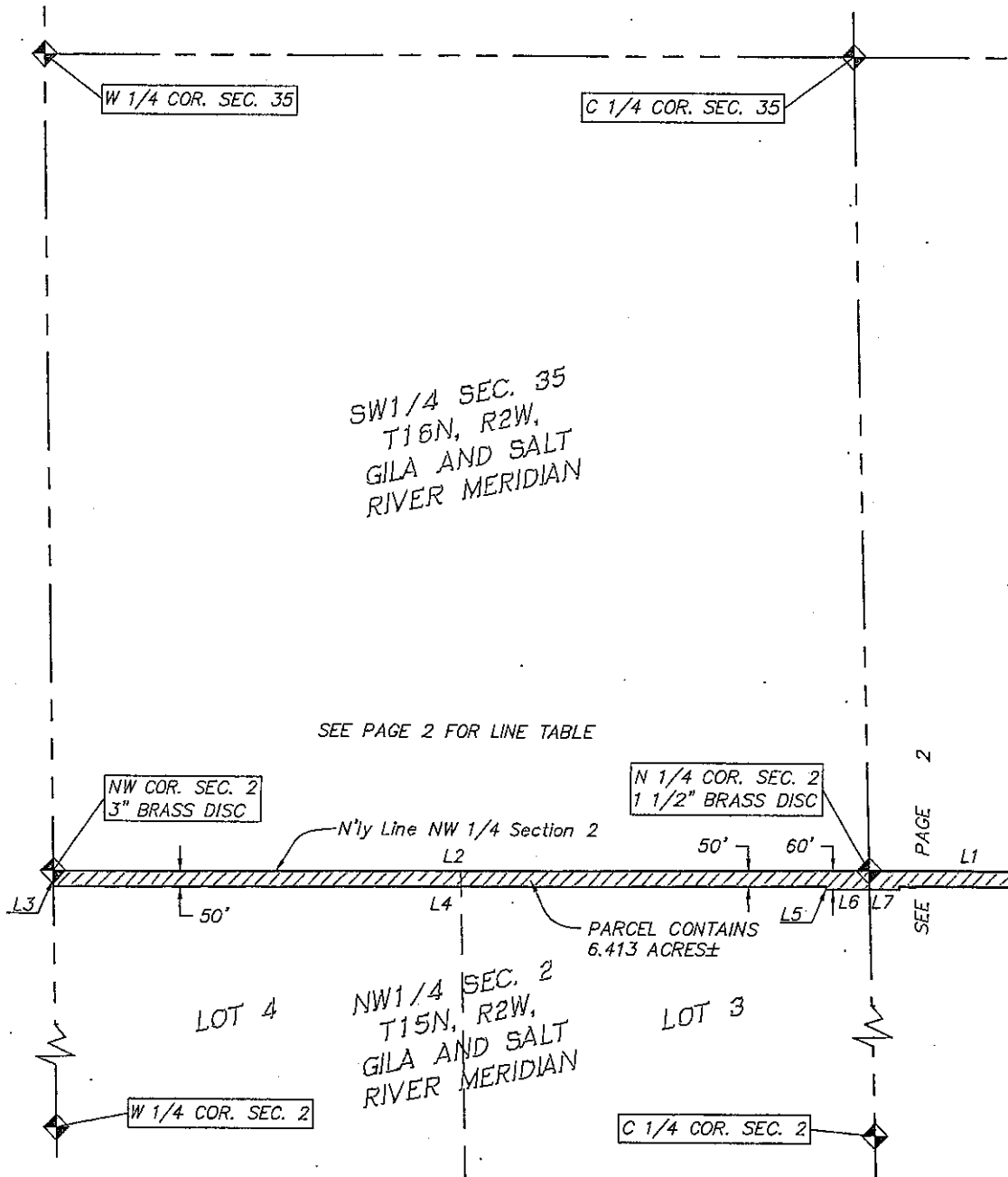
Arizona State  
Land Department

Twp. 15N

Rge. 2W

Sec. 2

Scale  
1" = 500'



T.B. description

S.L.D. Engineering

**EXHIBIT B****16-116071****Page 1 of 2****SECTION MAP**  
**WRITTEN DESCRIPTION**

A PARCEL OF LAND LYING WITHIN A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;  
THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2,  
SOUTH 89°37'15" WEST, 1313.38;  
THENCE SOUTH 00°22'45" EAST, 60.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 00°22'45" EAST, 20.00 FEET;  
THENCE SOUTH 89°37'15" WEST, 80.00 FEET;  
THENCE NORTH 00°22'45" WEST, 20.00 FEET;  
THENCE NORTH 89°37'15" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.036 ACRES MORE OR LESS.

# EXHIBIT B

16-116071

Page 2 of 2

49 of 121

## SECTION MAP

Application/File no. \_\_\_\_\_

- ☐ Preliminary description  
☐ Final description

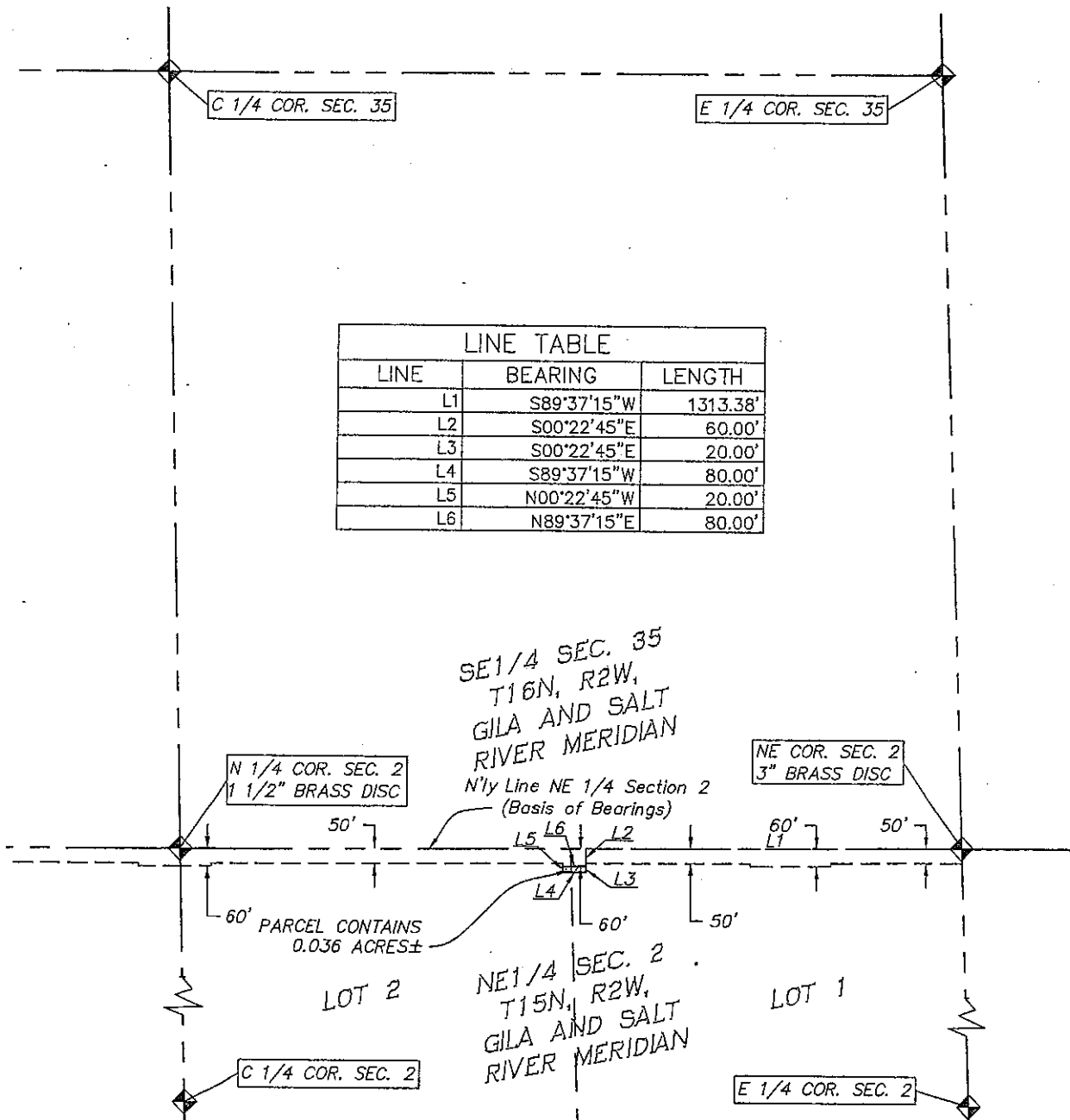
Arizona State  
Land Department

Twp. 15N

Rge. 2W

Sec. 2

Scale  
1" = 500'



T.B. description

S.L.D. Engineering

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 6. e.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Chuck Wynn, Police Chief  
 Phone: 928-636-2646 x-1258  
**Department:** Police  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Town Wide

### AGENDA ITEM TITLE:

Consideration and possible action to to approve Intergovernmental Agreement (IGA) Regarding Gang & Immigration Intelligence Team Enforcement Mission (GITEM) State Gang Task Force, between the Arizona Department of Public Safety and the Town of Chino Valley.

### RECOMMENDED ACTION:

Approve IGA Regarding Gang & Immigration Intelligence Team Enforcement Mission (GITEM) State Gang Task Force.

### SITUATION AND ANALYSIS:

The State of Arizona, Department of Public Safety is establishing a Gang & Immigration Intelligence Team Enforcement Mission in Yavapai County. The purpose of this team is to enhance law enforcement services concerning the activities of street gangs through cooperative efforts of the participating agencies. Over a dozen recognized criminal street gangs have been identified as having members living in Yavapai County. The Department of Public Safety will reimburse participating agencies for 75% of the salary and benefits of assigned officers. They will also provide vehicles, cover travel related expenses, computers and overtime pay for up to 8 hours per month.

Due to manpower constraints, the Chino Valley Police Department will be participating on the Task Force half time, 20 hours per week, which is reflected in the IGA. Participation is crucial due to the fact nearly all of the identified criminal gangs in Yavapai County have members living in and around Chino Valley. This situation is only anticipated to grow worse with time and it is critical for the safety of the public as well as that of Police Officers to take a proactive approach to addressing the problem.

**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 01-60-5110

**Available:**

**Funding Source:**

The Town anticipates using the saving from this IGA to bring the existing part time officer to full time. The net cost to the Town should be zero.

---

**Attachments**

DPS Intergovernmental Agreement

---

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION  
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Chino Valley Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to \_\_\_\_\_.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a part-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

**II. REIMBURSEMENT**

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 20 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work

week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

### **III. IMMIGRATION**

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

### **IV. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **V. INDEMNIFICATION**

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

### **VI. DRUG FREE WORKPLACE**

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

## **VII. RECORDKEEPING**

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

## **VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

## **IX. JURISDICTION**

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

## **X. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

## **XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

## **XII. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

## **XIII. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

## **XIV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Intergovernmental Agreement - GIITEM  
 DPS Contract No. 2012-214  
 Arizona Department of Public Safety/Agency Name

---

### **XV. CANCELLATION**

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

### **XVI. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander  
 Arizona Department of Public Safety  
 P. O. Box 6638, Mail Drop 3700  
 Phoenix, Arizona 85005-6638

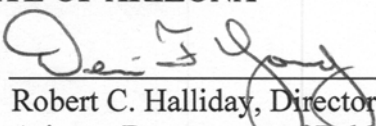
Chief Charles Wynn  
 Chino Valley Police Department  
 P.O. Box 406  
 Chino Valley, Arizona 86323

### **XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

### **STATE OF ARIZONA**

BY: 

Robert C. Halliday, Director  
 Arizona Department of Public Safety

DATE: 11/1/12

APPROVED AS TO FORM:



Assistant Attorney General

DATE: 10/29/12

### **CHINO VALLEY POLICE DEPARTMENT**

BY: \_\_\_\_\_

Charles Wynn, Chief

DATE: \_\_\_\_\_

### **TOWN OF CHINO VALLEY**

\_\_\_\_\_  
 Chris Marley, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
 Jami Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **6. f.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Ron Grittmann, Town Engineer, Public Works  
 Phone: 928-636-2646 x-1223  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Center Street between Railroad and Cottonwood

### AGENDA ITEM TITLE:

Consideration and possible action to approve Change Order Number 1 to agreement with Civil Tec Engineering in the amount of \$960.00 for additional construction management services for the CDBG Project located at Center Street between Railroad and Cottonwood Lanes.

### RECOMMENDED ACTION:

Approve Change Order Number 1 to agreement with Civil Tec Engineering in the amount of \$960.00 for additional construction management services for the CDBG Project located at Center Street between Railroad and Cottonwood Lanes.

### SITUATION AND ANALYSIS:

In 2009/10 the Town of Chino Valley was awarded a Community Development Block Grant for drainage improvements in the region of Chino Meadows Unit Five at Center Street. This project included the construction of a detention basin, underground stormwater piping, and a box culvert at Center Street between Railroad Road and Cottonwood Lane. These improvements will resolved significant flooding issues and secondary access issues within the Chino Meadows Unit Five area

Civil Tec performed the construction staking and provided the technical inspections of critical parts of construction. In addition, Civil Tec was called out perform the construction staking twice because of flooding from monsoon storms. These activities required that Civil Tec exceed their proposal price estimate by \$960.00. This change order will satisfy the amount owed to Civil Tec and close this contract.

### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 01-74-5212

**Available:** 960.00

**Funding Source:**

The CDBG funds have been spent therefore this change order will be paid out of the Engineering Budget.

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**Attachments**

Change Order Invoice

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CDBG

#3

**Invoice**

2050 N. Willow Creek Road  
Prescott AZ 86301  
(928)771-2376 Office  
(928)771-2377 Fax

Mr. Richard Straub, PE,PLS  
Chino Valley, Town of  
1020 W. Palomino Road  
PO Box 406  
Chino Valley AZ 86323

OK for  
payment  
Richard Straub  
October 3, 2012

Project No 2012701-06  
Invoice No 31588

10-9-12

Project 2012701-00 Lazy Loop Drainage - Chino Valley

Professional Services through September 30, 2012

|       |     |                                  |
|-------|-----|----------------------------------|
| Phase | 005 | Post Design Services             |
| Task  | 003 | Periodic Construction Inspection |

**Billings this Period**

|                       |          |                        |                   |
|-----------------------|----------|------------------------|-------------------|
| Total Contract Amount | 4,404.00 |                        |                   |
| Percent Complete      | 100.00   | Total Earned           | 4,404.00          |
|                       |          | Previous Fee Billing   | 2,202.00          |
|                       |          | Current Fee Billing    | 2,202.00          |
|                       |          | <b>Total Contract</b>  | <b>1,202.00</b>   |
|                       |          | <b>Total this Task</b> | <b>\$2,202.00</b> |

|      |     |                              |
|------|-----|------------------------------|
| Task | 004 | Attend Construction Meetings |
|------|-----|------------------------------|

**Billings this Period**

|                       |          |                        |                 |
|-----------------------|----------|------------------------|-----------------|
| Total Contract Amount | 1,760.00 |                        |                 |
| Percent Complete      | 100.00   | Total Earned           | 1,760.00        |
|                       |          | Previous Fee Billing   | 1,232.00        |
|                       |          | Current Fee Billing    | 528.00          |
|                       |          | <b>Total Contract</b>  | <b>528.00</b>   |
|                       |          | <b>Total this Task</b> | <b>\$528.00</b> |

|      |     |                                 |
|------|-----|---------------------------------|
| Task | 006 | Change order and Payment review |
|------|-----|---------------------------------|

**Billings this Period**

|                       |          |                       |               |
|-----------------------|----------|-----------------------|---------------|
| Total Contract Amount | 1,760.00 |                       |               |
| Percent Complete      | 100.00   | Total Earned          | 1,760.00      |
|                       |          | Previous Fee Billing  | 880.00        |
|                       |          | Current Fee Billing   | 880.00        |
|                       |          | <b>Total Contract</b> | <b>880.00</b> |

Project 2012701.00 Lazy Loop Drainage - Chino Valley Invoice 31588

Total this Task \$880.00

Total this Phase \$2,510.00

Total this Invoice \$2,510.00

#### Outstanding Invoices

| Number       | Date   | Balance         |
|--------------|--------|-----------------|
| 31488        | 9/8/12 | 2,424.00        |
| <b>Total</b> |        | <b>2,424.00</b> |

Total now Due \$7,344.00

#### Billings to Date

|               | Current         | Prior            | Total            |
|---------------|-----------------|------------------|------------------|
| Fee           | 3,510.00        | 50,298.00        | 53,808.00        |
| <b>Totals</b> | <b>3,510.00</b> | <b>50,298.00</b> | <b>53,808.00</b> |

10/16/2012  
53,808.00  
P# 37852



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 6. g.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Ron Grittmann, Town Engineer, Public Works  
 Phone: 928-636-2646 x-1223  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Road 2 North at the Santa Cruz Wash

### AGENDA ITEM TITLE:

Consideration and possible action to approve Change Orders 1, 2, and 3 to contract with N.L. Booth Construction for the roadway widening project at Road 2 North and the Santa Cruz Wash in an amount not to exceed \$15,979.84.

### RECOMMENDED ACTION:

Approve Change Orders 1, 2, and 3 to contract with N.L. Booth Construction in an amount not to exceed \$15,979.84.

### SITUATION AND ANALYSIS:

On July 24, 2012, the Town approved and construction contract with N.L. Booth Construction to construct the roadway widening at Road 2 North and the Santa Cruz Wash in the amount of \$566,087.56. These change orders were encountered through the normal process of construction.

Change order number 1 was required for additional demolition and installation of a 24" culvert pipe in the amount of \$6,799.84. Change order number 2 was required to repair some damage to a water valve that occurred during a monsoon storm event in the amount of \$680.00.

Change order number 3 was required to concrete encase 92 lineal feet of sewer main that was not previously encased in the amount of \$8,500.00. The total for all three change orders is \$15,979.84 bringing the total contract amount to \$582,067.40. The total percentage of the change orders is 2.8% of the original contract amount.

### Fiscal Impact

**Fiscal Impact?:** YES

**If Yes, Budget Code:** 15-78-5470

**Available:** 15979.84

**Funding Source:**

The original contract with N.L. Booth Construcion was for \$ 566,087.56. \$ 370,000 was budgeted to come from Road Impact Fees and the remaining \$ 196,087.56 from the Capital Improvements Fund. Road Impact Fee Funds will be used to cover the Change Orders.

---

**Attachments**

Change Order Number 1

Change Order Number 2

Change Order Number 3

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**N.L. BOOTH & SON, INC.**

**General Contractors**

**AZ License # B1 112477 # 233405 A**

October 2, 2012

Mr. Richard Straub  
Town of Chino Valley  
1982 N. Voss Drive  
Chino Valley, AZ 86323

Ref: Road 2 North Box Culvert & Road Widening

Dear Mr. Straub,

Please see the enclosed quote for changes requested for the above referenced project. Here is the breakdown for RFP #1 as follows:

|                                                                                                |               |
|------------------------------------------------------------------------------------------------|---------------|
| Demo an additional 72 lf. of 24" CMP @ \$12.00 per lf.                                         | \$ 864.00     |
| Pot hole for 6" water line as per Richard Straub and Rich Poynor.                              | \$ 250.00     |
| Install 105 lf. of new 24" CMP @ \$58.97 per lf.                                               | \$ 6,191.85   |
| Grout underneath rock at new outlet, back fill slurry in roadway section only. 18 cy @ \$80.00 | \$ 1,440.00   |
| Credit line item # 8 24" CMP 33 lf @ \$58.97 per lf.                                           | (\$ 1,946.01) |
| Total                                                                                          | \$ 6,799.84   |

We are requesting an additional 2 days to the contract time for the removal and installation of the additional 24" CMP. Upon your review, should you have any questions regarding this, please do not hesitate to contact us.

Sincerely,

Ritchie Coats

Project Manager



**N.L. BOOTH & SON, INC.**

**General Contractors**

**AZ License # B1 112477 # 233405 A**

October 2, 2012

Mr. Richard Straub  
Town of Chino Valley  
1982 N. Voss Drive  
Chino Valley, AZ 86323

Ref: Road 2 North Box Culvert & Road Widening

Dear Mr. Straub,

Please see the enclosed quote for changes requested for the above referenced project. Here is the breakdown for RFP #2 as follows:

|                                                                                               |           |
|-----------------------------------------------------------------------------------------------|-----------|
| Back fill water valve and set riser to grade. Install concrete ring as per MAG detail #391-1. | \$ 680.00 |
|-----------------------------------------------------------------------------------------------|-----------|

|       |           |
|-------|-----------|
| Total | \$ 680.00 |
|-------|-----------|

Upon your review, should you have any questions regarding this, please do not hesitate to contact us.

Sincerely,

Ritchie Coats

Project Manager



**N.L. BOOTH & SON, INC.**

**General Contractors**

**AZ License # B1 112477 # 233405 A**

October 23, 2012

Mr. Richard Straub  
Town of Chino Valley  
1982 N. Voss Drive  
Chino Valley, AZ 86323

Ref: Road 2 North Box Culvert & Road Widening

Dear Mr. Straub,

Please see the enclosed quote for changes requested for the above referenced project. Here is the breakdown for RFP #3 as follows:

Excavate around and beneath 92 lineal feet of existing 10" sewer line, include repair of plus/minus 10 lineal feet of 10" sewer line, encase in reinforced concrete and back fill for a lump sum amount of \$8,500.00.

Total        \$ 8,500.00

We are requesting an additional 3 days to the contract time for the excavation and encasement of the 10" sewer line. Upon your review, should you have any questions regarding this, please do not hesitate to contact us.

Sincerely,

Ritchie Coats

Project Manager

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **7. b.**

**Meeting Date:** 12/11/2012

**Contact Person:** Ron Gritman, Town Engineer, Public Works  
Phone: 928-636-2646 x-1223

**Department:** Public Works

**Item Type:** Action-Presentation

**Estimated length**

**of staff presentation:** 5 minutes

Road 4 South, Center Street, Roadway along Peavine Trail between

**Physical location of item:** Center Street and Road 4 South

### AGENDA ITEM TITLE:

Consideration and possible action to approve Professional Services Agreement with Civil Tec Engineering for the design of roadways and box culverts, including a Letter of Map Revision (LOMR) at Center Street and the Santa Cruz Wash, in an amount not to exceed \$198,894.00.

### RECOMMENDED ACTION:

Approve the Professional Services Agreement with Civil Tec Engineering for the design of roadways and box culverts, including a Letter of Map Revision (LOMR) at Center Street and the Santa Cruz Wash, in an amount not to exceed \$198,894.00.

### SITUATION AND ANALYSIS:

Over the past years, the Town has been attempting to extend Road 4 South from Highway 89 easterly to the Peavine Trail. With the Sun Edison Project, Road 4 South was extended one mile from it previous terminus. This now leaves only one mile necessary to construct to complete the extension.

The Chino Meadows area between Road 2 North and Center Street has only two access points to Highway 89. These are Road 2 North and Road 1 North. Road 1 North is an un-signalized intersection and is not conducive to left turn movements. The geometrics of this intersection are less than desirable. Civil Tec Engineering will design a box culvert along the existing right-of-way of Center Street at the Santa Cruz Wash that will provide a potential third access to Highway 89 and the signalized intersection of Center Street.

The Peavine Trail between Center Street and Road 4 South is approximately 200' in width and was acquired by fee-title by the Town. This width of right-of-way will accommodate both a

50' right-of-way for a roadway and the existing hiking trail. This new roadway will provide significant improvements to the current roadway system in accordance with the Town's 2007 Small Area Transportation Plan.

Civil Tec will provide the necessary construction documents that will allow the Town to bid out certain aspects of the project, such as the construction of the box culvert at Center Street, and utilize innovative construction techniques to deliver the remainder of the roadways. Town Public Works crews will be utilized on portions of the project, and contractor services will be utilized on other portions of the project depending on funding restrictions.

---

### **Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 15-78-5470

**Available:** \$198,894.00

**Funding Source:**

Road Impact Fees Funds will be used to fund this project. This Item was not in the Fiscal Year 2012/2013 Budget, however sufficient Road Impact Fee Funds are available.

---

### **Attachments**

Professional Services Agreement

Scope of Work

---

## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of December 11, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Civil Tec Engineering, Inc, ("Consultant").

### RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the design of Roadways and Stormwater Drainage Structures.

### AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.
2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.
3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.
4. The term of this Agreement shall be from December 12, 2012 through June 1, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than June 1, 2013. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding,

unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of One Hundred Four Thousand Seven Hundred Twenty Five Dollars (\$198,894.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's intentional torts pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars (\$1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

(d) Fire and extended coverage insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of the Town in an amount of at least One Hundred Percent (100%) of the amount to be paid by the Town to the Consultant under this Agreement.

(e) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars (\$1,000,000) each claim.

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease for each employee, and One Million Dollars (\$1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall

not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

10. The Consultant, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Consultant further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free

Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor (“Subcontractor”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

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

The Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractor to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

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

13. **General.**

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:           Town Manager  
                               Town of Chino Valley  
                               P O Box 406  
                               Chino Valley, AZ 86323

To Consultant at:    Mr. Richard Shroads, P.E.  
                               Civil Tec Engineering, Inc.  
                               2050 N. Willow Creek Road  
                               Prescott, AZ 86301

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

**Consultant:**

Civil Tec Engineering an Arizona  
 Corporation

By: \_\_\_\_\_  
 Richard Shroads, President

**Town:**

TOWN OF CHINO VALLEY

By: \_\_\_\_\_  
Chris Marley, Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
MUSGROVE, DRUTZ & KACK, PC  
Town Attorney**ATTACHMENTS:**

EXHIBIT A is the scope of work for the development of a construction plans to extend Road 4 South, Center Street, a box culvert at Center Street and the Santa Cruz Wash, and a roadway along the Peavine Trail between Center Street and Road 4 South.

Because this roadway crosses the Santa Cruz Wash, a formally defined FEMA Floodplain, extensive drainage studies including a Conditional Letter of Map Revision, Letter of Map Revision, and a Nationwide 404 Permit, are required. These studies will use water volumes determined under the previously awarded Town of Chino Valley Area Drainage Master Plan. These federal approval processes are extensive and may require 4-6 months to complete. These federal approvals must be in place prior to the final development of the construction plans.

Once the construction documents are complete, the bidding process, award of contract and construction will begin.



CIVIL, TRANSPORTATION, MUNICIPAL, WATER AND WASTEWATER ENGINEERING,  
PLANNING, CONSTRUCTION MANAGEMENT, AND LAND SURVEYING

November 14, 2012

Ron Grittman, P.E.  
Town Engineer  
Town of Chino Valley  
1020 W. Palomino Road  
Chino Valley AZ 86323

via email: [rgrittman@chinoaz.net](mailto:rgrittman@chinoaz.net)

**Subject:** Scope of Services and Fee Estimate for engineering and land surveying services for Center Street improvements from east of Chino High School to Peavine Trail, Peavine Trail area road design, and Road 4 South road design from the Sun Edison Plant to the Peavine Trail.

Dear Mr. Grittman:

Civiltec is pleased to provide you this proposal for engineering and surveying services for the subject project. In January of 2007, Chino Valley completed a Small Area Transportation Study (SATS) which outlined transportation goals, objectives and policies associated with transportation planning within the Town. Certain goals and policies were examined in the SATS that are germane to this project. The following is a list of goals, objectives and policies outlined in said study:

Provide planned control of Chino Valley traffic with the development and improvement of a major street network intersecting with County and State Highways.

Streets located on section lines should be dedicated and improved to major collector standards throughout the Town intersecting Highway 89 at signalized intersections.

Budget and improve Road 4 South throughout the Town to the same level of improvement as the Town of Chino Valley arterial street standards.

Develop and implement a major street dedication program, including land surveys of street rights-of-way, aided by strong public education and promotion.

It should be noted that certain elements of the SATS should be subject to re-study such as the enhanced location of the Great Western Boulevard connection in Chino Valley, circulation roads with local street designations, new disposition of SR89 including newly widened portions south of Center Street and planned new widening project from Road 4 South to Ruger Road, traffic projections, and other issues. Also, interconnectivity of Center Street from SR89 to the Peavine Trail, and a looped system to Road 4 South by virtue of this project should be included in an updated future Study, and improved road crossings of washes by recently constructed box culverts at Road 2 North and Center Street near Railroad Avenue.

Generally, this scope of services describes a progression of the project in four phases. Phase one includes work associated with Road 4 South extension to the Peavine Trail. Phase two includes work associated with improving Center Street from a point east of the high school to the Peavine Trail. Phase three includes work associated with a roadway within the Peavine Trail right-of-way from Center Street to Road 4 South. Phase four work is associated with creation of presentation exhibits for the project. The phases outlined herein are to be designed in a concurrent fashion and not be considered as successive.

### **Scope of Services:**

#### **Phase 1 – Road 4 South**

1. Cadastral surveying of related sections for boundary, right-of-way, and mapping purposes.
2. Record data and utility company research – includes research of all record maps and utility maps from APS, Unisource, Cable One, and CenturyLink.
3. Base map preparation with survey results, adjoiners, record utilities and current two-foot contour interval topographic mapping superimposed.
4. Hydrology study and hydraulics calculations for drainage structures will be prepared in conjunction with the Town Area Drainage Master Study data.
5. Title research and reports by a local title company identifying title particulars such as vesting deed information, acquisition means, Schedule B encumbrances as needed.
6. 30% roadway plans showing rights-of-way, plan and profile, cut and fill slopes, drainage structures and other improvements necessary for Road 4 South from its current end point to Peavine Trail.
7. Legal Descriptions for two scenarios, one describing future Road 4 South right-of-way, 50 feet wide, entirely encumbering land within Section 1 and the second scenario describing future Road 4 South right-of-way, 50 feet wide, showing 25 feet on either side of the northerly line of Section 1. We will prepare legal descriptions and exhibits for both scenarios as discussed.
8. Preliminary grading volume calculations and preliminary construction cost estimates associated with extending Road 4 South.

It is anticipated that the future roadways will be rural unpaved sections with lane and shoulder widths meeting Town criteria. All roadways will be designed with the goal of fitting the prism within a 50 foot wide right-of-way. If required slope grading extends beyond these limits, we will identify additional right of way or slope easement needs. Roadway geometrics such as alignments, superelevation, and vertical curves will be designed in accordance with arterial standards if possible. We will consider future right-of-way planning in an attempt to accommodate future widening to Town arterial standards.

Plan set will include 30% plan and profile data, cross sections, raw cut and fill quantities, 30% culvert and headwall details, and utility relocation call-outs. Plans will be drawn at a scale of 1"=40 feet horizontal and 1"=10' vertical.

## **Phase 2 – Center Street**

1. Cadastral surveying of related sections for boundary, right-of-way, and mapping purposes.
2. Record data and utility company research – includes research of all record maps and utility maps from APS, Unisource, Cable One, and CenturyLink.
3. Detailed design survey of the corridor including topography, visible utility locations, valves, boxes, meters, poles, fences, and existing right of way establishment.
4. Hydrology study and hydraulics calculations for drainage structures will be prepared in conjunction with the Town Area Drainage Master Study data.
5. Right of way needs and legal descriptions/exhibits. In particular, this effort will include focus on the area lying just south of the Ginn property, assessor's parcel 306-24-010H and 306-24-011A. Another area of right-of-way needs clarification is Center Street between Cactus Wren and Hohokam. We will study the possibility of constructing a roadway prism within the existing right-of-way and if additional right-of-way is needed or desired, we will identify this need and provide associated legal descriptions and exhibits.
6. Base map preparation with survey results, adjoiners, and current two-foot contour interval topographic mapping superimposed.
7. Title research and reports by a local title company identifying title particulars such as vesting deed information, acquisition means, schedule B encumbrances as needed.
8. 30%, 60%, 90%, and 100% roadway plans, specifications, and estimates showing rights-of-way, plan and profile, cut and fill slopes, drainage structures and other improvements necessary for Center Street Construction Bid Package. It is assumed that all front end bid package documents will be prepared by Town forces and Civiltec will provide special provisions.
9. Santa Cruz Wash CLOMR-LOMR in the immediate vicinity of Center Street. Civiltec will prepare a conditional letter of map revision based upon models and construction plans for the proposed box culvert crossing and submit to FEMA in an attempt to secure conditional approval. Subsequently, we will prepare a LOMR and submit to FEMA MT-2 Forms 1-3, supporting models, plans and documents for said LOMR associated with the box culvert improvements on Center Street. No changes to FEMA hydrology or peak

flow rates are proposed. The CLOMR-LOMR will be based on changes to the hydraulic modeling due to the construction of the box culvert.

10. Channel improvement and concrete box culvert plans for Center Street crossing the Santa Cruz Wash. It is assumed that no need for a USACOE 404 permit or Section 401 permit, or associated environmental consultant involvement will be utilized or needed.
11. Temporary construction easements for the box culvert construction in Santa Cruz Wash under Center Street will be provided. At this time it is uncertain as to the level of need for TCE's therefore we are estimating two legal descriptions and two exhibits.
12. Construction staking will be provided which includes one set of clearing stakes, rough grade stakes, drainage device stakes, and centerline blue tops for this section of Center Street.

Plan set will include plan and profile data, cross sections, raw cut and fill quantities, culvert and headwall details, utility relocation call-outs, and be drawn to a scale of 1"=40 feet (1"=20' if additional detail needed) and 1"=10 feet vertical. Roadway geometrics such as alignments, superelevation, and vertical curves will be designed in accordance with arterial standards if possible. We will consider future right-of-way planning in an attempt to accommodate future widening to Town arterial standards.

### **Phase 3 – Peavine Trail**

1. Cadastral surveying of related sections for boundary, right-of-way, and mapping purposes.
2. Utility Surveying – includes field survey of visible utilities and existing culverts along the corridor.
3. Base map preparation with survey results, adjoiners, and current two-foot contour interval topographic mapping superimposed.
4. Peavine Trail R/W survey – includes research and survey of the right-of-way for Peavine trail for plan development purposes.
5. Record data and utility company research – includes research of all record maps and utility maps from APS, Unisource, Cable One, and CenturyLink.
6. Hydrology study and hydraulics calculations for drainage structures will be prepared in conjunction with the Town Area Drainage Master Study data.
7. Title research and reports by a local title company identifying title particulars such as vesting deed information, acquisition means, schedule B encumbrances as needed.
8. 30% roadway plans showing rights-of-way, plan and profile, cut and fill slopes, drainage structures and other improvements necessary for Peavine Trail Road from Road 4 South to Center Street.

Plan set will include 30% plan and profile data, cross sections, raw cut and fill quantities, 30% culvert and headwall details, and utility relocation call-outs. Plans will be drawn at a scale of

1"=40 feet horizontal and 1"=10' vertical. As discussed, attempts will be made to include preserving existing Peavine Trail facilities by designing the new road prism adjacent to and parallel with the existing trail.

#### **Phase 4 – Miscellaneous**

1. Project Management and meeting attendance - includes continual project management throughout project development as well as attendance of up to 12 project meetings.
2. Presentation Map – includes preparation of a 24"x36" exhibit map on aerial photography showing phases 1, 2, and 3 general alignments as described above. Three separate colored alignment lines will be shown to decipher between phases. The presentation map will be mounted on a foam board.
3. Contract Allowance – this allowance is for the purpose of covering items not cited above on an as-needed basis.

It is our understanding that no environmental documentation and/or clearances will be needed. As mentioned, it is assumed there will be no need for Section 401 or individual 404 permit processing. No geotechnical services, outside structural engineering, quality assurance services during construction, or public relations subconsulting have been included herein.

Thank you for the opportunity to be of helpful service to you on this project.

Sincerely,

CIVILTEC ENGINEERING, INC.



Rick Shroads, P.E., R.L.S., President

RS/ts





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 7. c.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Ron Grittmann, Town Engineer, Public Works  
 Phone: 928-636-2646 x-1223  
**Department:** Public Works  
**Item Type:** Action-Presentation  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** Old Home Manor at the Chino Valley Shooting Facility

### AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Civil Tec Engineering for design of the tactical 360 degree police shooting range at Old Home Manor in the vicinity of the Chino Valley Shooting Facility in an amount not to exceed \$10,960.00.

### RECOMMENDED ACTION:

Approve the Professional Services Agreement with Civil Tec Engineering for the design of the tactical 360 degree police shooting range at Old Home Manor in the vicinity of the Chino Valley Shooting Facility in an amount not to exceed \$10,960.00

### SITUATION AND ANALYSIS:

The Town of Chino Valley has constructed two shooting ranges out at Old Home Manor. The Chino Valley Police Department has been successful in successfully obtaining grant funding for the construction of a tactical 360 degree shooting facility. Because of the nature of this type of shooting facility only Chino Valley police and other law enforcement personnel will be permitted to utilize this facility.

Grant funding from Davidson Guns, POST, Yavapai County Sheriff's Department, and others have been secured in an excess of \$100,000 for the construction of this facility. Various law enforcement agencies have expressed significant interest in the utilization of this type of facility.

This contract will develop the necessary construction documents to allow the Town to take this project to public bid. Because of the current workload Public Works crews are not available of assist in construction, therefore, this project will be built through standard construction

practices.

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### **Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 07-30-6014

**Available:** \$75,000.00

**Funding Source:**

The Balance of Grant Funds available for the Shooting Facility is \$ 75,000.

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### **Attachments**

Professional Services Agreement

Scope of Work

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## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of December 11, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Civil Tec Engineering, Inc, ("Consultant").

### RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the design of Tactical Shooting Ranges and general Civil Engineering requirements.

### AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.

2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.

3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.

4. The term of this Agreement shall be from December 12, 2012 through May 1, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than May 1, 2013. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding,

unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of One Hundred Four Thousand Seven Hundred Twenty Five Dollars (\$10,960.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's intentional torts pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars (\$1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

(c) Products and completed operations insurance with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

(d) Fire and extended coverage insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of the Town in an amount of at least One Hundred Percent (100%) of the amount to be paid by the Town to the Consultant under this Agreement.

(e) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars (\$1,000,000) each claim.

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease for each employee, and One Million Dollars (\$1,000,000) disease policy limit.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall

not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

10. The Consultant, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Consultant further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free

Workplace Act of 1989.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any subcontractor (“Subcontractor”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

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

The Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractor to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

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

13. **General.**

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent 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. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at:           Town Manager  
                               Town of Chino Valley  
                               P O Box 406  
                               Chino Valley, AZ 86323

To Consultant at:    Mr. Richard Shroads, P.E.  
                               Civil Tec Engineering, Inc.  
                               2050 N. Willow Creek Road  
                               Prescott, AZ 86301

IN WITNESS WHEREOF, the parties to this Agreement have duly executed the same effective as of the day and year first above written.

**Consultant:**

Civil Tec Engineering an Arizona  
 Corporation

By: \_\_\_\_\_  
 Richard Shroads, President

**Town:**

TOWN OF CHINO VALLEY

By: \_\_\_\_\_  
Chris Marley, Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
MUSGROVE, DRUTZ & KACK, PC  
Town Attorney

**ATTACHMENTS:**

EXHIBIT A is the scope of work for the development of the construction plans to construct a tactical 360 degree shooting range to be used exclusively by Chino Valley Police and other law enforcement agencies.



CIVIL, TRANSPORTATION, MUNICIPAL, WATER AND WASTEWATER ENGINEERING,  
PLANNING, CONSTRUCTION MANAGEMENT, AND LAND SURVEYING

November 27, 2012

Ron Grittmann, P.E.  
Town Engineer  
Town of Chino Valley  
1020 W. Palomino Road  
Chino Valley AZ 86323

via email: rgrittman@chinoaz.net

Subject: Scope of Services and Fee Estimate for engineering and land surveying services  
for the 360 degree police range in Old Home Manor.

Dear Mr. Grittmann:

Civiltec is pleased to provide you this proposal for engineering and surveying services for the subject project. This proposal covers design and construction surveying for the new police shooting facility in Old Home Manor.

Civiltec proposes to perform the following scope of services:

### **Phase 1 – Grading and Drainage Plan Preparation**

- Task 1. Prepare a precise grading plan in accordance with conceptual plans developed and previously discussed with the Chino Valley police chief. Basic elements include a twenty foot high berm with 1:1 side slopes, 12 foot topwidth, and interior drainage to be concentrated to one point for discharge through a non-metallic storm drain pipe. A graded area for parking and a surface water discharge spreading basin is also to be included. – Fee: \$7,500.00
- Task 2. Prepare a concise drainage report for the purposes of quantifying surface water flows affecting the perimeter of the site, sizing appropriate drainage discharge channels and pipe sizing based on culvert hydraulics. – Fee: \$960.00
- Task 3. Perform grade staking for the construction of the berms and graded parking area as well as proposed culvert pipe and appurtenances. – Fee: \$2,500.00

Total = \$10,960.00

It is our understanding that environmental documentations and/or clearances will not be needed for this project. No geotechnical services, quality assurance services during construction, or public relations subconsulting have been included herein.

Project Plans will include grading note specifications. At this point a separate bid package containing technical specifications or special provisions are not included. Thank you for the opportunity to be of helpful service to you on this project.

Sincerely,

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'R. Shroads', is positioned above the printed name.

Rick Shroads, P.E., R.L.S., President

RS/ts



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**Item No. 7. d.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Chuck Wynn, Police  
 Phone: 928-636-2646 x-1258  
**Department:** Police  
**Item Type:** Action-Presentation  
**Estimated length of staff presentation:** 10 minutes  
**Physical location of item:** Town Wide

### AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 12-999, declaring the "Chino Valley Town Code Chapter 90: Animals" as a public record and adopt Ordinance No. 12-762 repealing the Chino Valley Town Code Title IX: General Regulations, Chapter 90: Animals, and adopting the new "Chino Valley Town Code Chapter 90: Animals" by reference.

### RECOMMENDED ACTION:

Adopt Resolution No. 12-999, declaring the "Chino Valley Town Code Chapter 90: Animals" as a public record and adopt Ordinance No. 12-762 repealing the Chino Valley Town Code Title IX: General Regulations, Chapter 90: Animals, and adopting the new "Chino Valley Town Code Chapter 90: Animals" by reference.

### SITUATION AND ANALYSIS:

Several months ago, the Mayor asked the Public Safety Committee to review the Town's present Animal Control Ordinance after an animal attack on two young boys. Councilmember Best, Chair of the Public Safety Committee met with Police Chief Wynn about Police Department (PD) staff reviewing the ordinance and making recommendations as needed. As the current ordinance included no penalties and was found to be inadequate, PD staff made recommendations and forwarded them to the Committee.

The Committee held several meetings to review the proposed revisions with the public, which included dog breeding and dog rescue representatives, as well as private dog owners. Further changes were made to the ordinance based on public input, followed by a final review by Police staff and the town attorney.

The proposed Ordinance is the final recommendations from the Committee.

**Other Pertinent Documents Available Upon Request:**

Minutes for Council Public Safety Committee meetings.

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**Fiscal Impact**

**Fiscal Impact?:**       None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

Ordinance 12-762

Resolution 12-999

Proposed Town Code Chapter 90: Animals

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## ORDINANCE NO. 12-762

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, REPEALING THE CHINO VALLEY TOWN CODE TITLE IX: GENERAL REGULATIONS, CHAPTER 90: "ANIMALS" AND ADOPTING THE NEW "CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS" BY REFERENCE**

**WHEREAS**, the Town's current Animal Control Ordinance was vague in several areas, contained no penalties, and was found to be inadequate; and

**NOW, THEREFORE, BE IT ORDAINED** BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1: That certain document known as "Chino Valley Town Code Chapter 90: Animals," three copies of which are on file in the office of the town clerk of the Town of Chino Valley, Arizona, which document was made a public record by Resolution No. 12-999 of the Town of Chino Valley, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2: Chapter 90: Animals, of the Chino Valley Town Code, is hereby deleted in its entirety and is superseded by the new "Chino Valley Town Code Chapter 90: Animals."

Section 3: All other sections of the Town Code, other ordinances, and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed on the effective date of this Ordinance.

Section 4:

A. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor.

B. Any person violating any provisions of Sections 90.03; 90.04; 90.05; 90.08; 90.10; 90.12; 90.13 and/or 90.15 of this Chapter shall be guilty of a Class 3 misdemeanor.

Section 5: The amendment of Chino Valley Town Code Chapter 90 does not affect the rights and duties that have matured and/or the penalties that were incurred hereunder and/or any proceedings that were begun before the effective date of this Ordinance.

Section 6: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

\_\_\_\_\_  
Musgrove Drutz & Kack, PC  
Town Attorney

**RESOLUTION NO. 12-999**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, DECLARING AS A PUBLIC RECORD WITHIN THE MEANING OF A.R.S. §9-801 THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS"**

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

Section 1: That certain document entitled "Chino Valley Town Code Chapter 90: Animals," is hereby declared to be a public record within the meaning of A.R.S. §9-801, three copies of which are on file in the office of the Town Clerk and Building Division, and which are available for inspection by the public during normal business hours.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

\_\_\_\_\_  
Musgrove Drutz & Kack, PC  
Town Attorney

CHINO VALLEY TOWN CODE  
CHAPTER 90: ANIMALS

§ 90.01 PURPOSE.

The purpose of this chapter is to aid and assist the Town and its appropriate staff in the enforcement of A.R.S. §11-1002, Powers and duties of the state veterinarian and the Arizona department of agriculture; A.R.S. §11-1003, Power and duties of the department of health services; A.R.S. §11-1010, Anti-rabies vaccination; vaccination and license stations; A.R.S. §11-1016, Removing impounded animals; A.R.S. §11-1017, Unlawful keeping of dogs; and A.R.S. §11-1020, Dogs; liability.

§ 90.02 DEFINITIONS.

In this Chapter, unless the context requires otherwise:

1. Animal Control Officer - means a person who has the authority and is responsible for enforcement of the provisions and regulations of this Chapter.
2. Animal Control Shelter – means any established location authorized by the Chief of Police for the confinement, maintenance, safekeeping and control of dogs, which come into the custody of an Animal Control Officer or Police Officer in the performance of their duties.
3. Collar – means a band, harness, or suitable device worn around the neck or body of a dog to which a license tag may be attached
4. Dangerous Dog – means any dog:
  - a) Whose owner or responsible person knows, or has reason to know, that the dog has a propensity to attack, to cause injury, or otherwise endanger the safety of human beings or domestic animals without provocation,
  - b) That has been previously found to be dangerous or vicious by a court of competent jurisdiction, the owner having received notice of such, and the dog again having aggressively bitten, attacked or endangered the safety of humans or domestic animals,
  - c) That, without provocation, inflicts sever injury on a human being,
  - d) That menaces, maims, or kills domestic animals when off its owners property,
  - e) That is used in the commission of a crime, including but not limited to dog fighting, or
  - f) That chases or approaches a person upon the streets, or any public grounds in a menacing fashion or apparent attitude of attack, unprovoked, or causes injury or otherwise threatens the safety of humans or domestic animals.
5. Dog At Large – means a dog that is not on the premises of the owner or responsible person and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.
6. Dog – means a member of the canine familiar is family.
7. Dog Owner – means any person possessing, harboring, keeping, having an interest in, or having control or custody of a dog.
8. Dog Violation Citation – means a document issued by an Animal Control Officer or Police Officer to a person who has violated the provision of this Chapter.
9. Enclosure – means a fence or structure suitable to prevent the escape of the dog or the entry of young children.

10. Impound – means the act of taking or receiving into custody by an Animal Control Officer or Police Officer any dog for the purpose of confinement in the Chino Valley Animal Control Shelter in accordance with the provisions of this Chapter.
11. Microchip – means to implant an animal with a microchip tag linked to a national computer network for the purposes of identification.
12. Neglect – means an overt act involving failure to provide for the health and safety, including, but not limited to failure to provide adequate food, water, shelter, exercise or necessary veterinary care to a dog or to adequately confine a dog in a manner appropriate to its breed, age and condition.
13. Person – See Chino Valley Town Code, section 10.05, Definitions.
14. Proper Enclosure for a Dangerous Dog – means while on the owner's or responsible person's property, the secure confinement of a dangerous dog, either indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Such pen or structure shall have secure sides, top and floor, and be constructed in a manner that does not allow the dog's head to protrude through the pen or structure. Such pen or structure shall also provide protection from the elements for the dog, along with fresh food and water and exercise area to maintain the dog in good health.
15. Responsible Person – means an owner or any person who has the responsibility for the possession, care, custody, or control of a dog or fowl and has the authority and ability to act on behalf of, or in the interest of the owner.
16. Restraint – means confinement of a dog within the real property limits of its owner, or secured by a leash or lead or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.
17. Severe Injury – means any physical injury which results in broken bones puncture wounds, or lacerations requiring sutures and/or cosmetic surgery.
18. Shelter – means a structure capable of protecting a dog from present and potential environmental hazards.
19. Stray Dog – means a dog that is at large and is not wearing a valid license tag and/or microchip device.
20. Tag – means proof of a license that is worn by the licensed dog.
21. Tattoo - an indelible mark or figure fixed upon the body by insertion of pigment under the skin.
22. Under Control – means physically restrained by a leash, rope, cord or chain or other device and/or under the direct supervision and control of the owner or responsible person.
23. Vaccination – means the administration of an anti-rabies vaccine to dogs by a veterinarian.
24. Veterinary Hospital – means any establishment operated by a veterinarian licensed to practice in the State of Arizona which provides clinical facilities and house dogs or birds for dental, medical, or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it or as an integral part of it, pen, stalls, cages or kennels for quarantine, observation or boarding.

#### § 90.03 INJURY BY VEHICLE.

Any person who accidentally or otherwise hits a dog with a vehicle must make a reasonable effort to contact the owner of the dog. In the event the owner cannot be contacted, the operator of the vehicle

shall at once contact the Police Department or Animal Control Officer to report the incident. Penalty, see section 90.99 B.

#### § 90.04 STRAYS.

It is unlawful for any person to harbor or keep any lost or stray dog within the town without notifying the Animal Control Officer. Whenever any dog is found which appears to be lost or strayed, it shall be the duty of the finder to notify the owner, Animal Control Officer, or the Police Department as soon as possible. Penalty, see section 90.99 B

#### § 90.05 RUNNING DOG AT-LARGE.

- A. It is unlawful for an owner or responsible person of a dog to allow such dog to be at large within the Town limits. The owner or responsible person of a dog shall provide adequate fencing and/or enclosures to keep their dogs contained on their property or, if off the property, are under the owner's or responsible person's direct supervision and control. Penalty, see section 90.99.
- B. Any dog at large may be apprehended and impounded by an Animal Control Officer or Police Officer.
  - 1. Animal Control Officers may issue citation(s) for a dog at large to the owner or responsible person of that dog. The procedure for the issuance of a Notice to Appear shall be as provided for peace officers in A.R.S §13-3903 except the Animal Control Officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. §13-3899.
- C. A dog is not at large:
  - 1. If such dog is engaged in obedience training, accompanied by and under the control of its owner or trainer.
  - 2. While such dog is being used for legitimate hunting purposes.
  - 3. While such dog is being exhibited in a sanctioned event.
  - 4. If while off the premises of the owner such dog is under the owner's, or responsible person's direct supervision and control.
  - 5. If such dog is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person.
  - 6. If such dog is being used to control livestock.

#### § 90.06 IMPOUNDING OF DOGS.

- A. Any stray dog shall be impounded. All impounded dogs shall be given proper care and maintenance.
- B. Each impounded licensed, micro chipped or tattooed dog shall be kept and maintained at the Animal Control Shelter for a minimum of ten days unless claimed by its owner or responsible person. An unlicensed dog will be kept and maintained at the Animal Control Shelter for a minimum of three days. Any dog found without a tag, microchip device, or tattoo identifying its owner shall be deemed not owned.

- C. An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog will be released for use in medical research. Animal Control Officers may destroy impounded, sick, or injured dogs whenever the destruction is necessary to prevent the dog from suffering or to prevent the spread of disease provided such is confirmed by a licensed veterinarian.
- D. Any licensed impounded dog may be reclaimed by its owner or responsible person within ten days, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the Animal Control Officer shall take possession and may place the dog for adoption or may dispose of the dog in a humane manner as prescribed by a licensed veterinarian.
- E. Any dog, except those showing signs of rabies, which it is necessary to destroy, shall be destroyed only by a state licensed veterinarian.
- F. Any dog surrendered by its owner or responsible person to be destroyed becomes the property of the Town. All associated fees will be paid by the owner or responsible person that surrenders the dog.

#### § 90.07 POWERS AND DUTIES OF THE ANIMAL CONTROL OFFICER.

- A. The Animal Control Officer Shall:
  - 1. Enforce the provisions of this chapter and the regulations promulgated hereunder;
  - 2. Issue citations for violations of this chapter and the regulations promulgated hereunder. The procedure of the issuance of notices to appear shall be provided for peace officers in A.R.S. §13-3903, except that the Animal Control Officer shall not make an arrest before issuing the notice;
- B. The issuance of citations pursuant to this section shall be subject to the provision of A.R.S. §13-3899.
- C. The Animal Control Officer is a member of the Police Department and shall function in accordance with Police Department policies and procedures where applicable.

#### § 90.08 LICENSE FEE FOR DOGS; ISSUANCE OF TAGS; RECORDS; PENALTIES.

- A. The Town Council shall set an annual license fee which shall be paid for each dog three months of age or over that is kept, harbored or maintained within the boundaries of the Town for at least 30 consecutive days of the calendar year. License fees shall become payable at the discretion of the Council. The licensing period shall not exceed the period of time for revaccination as designated by the State Veterinarian.
- B. License fees shall be paid within 90 days of acquisition of the dog. A penalty shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this subchapter.

- C. Durable license tags shall be provided. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the town, the number of the license and the year for which it is valid. The license tag shall be attached to a collar or harness which shall be worn by the dog at all times except when the dog is confined on the owner's property or due to medical condition certified by a licensed veterinarian in which case the owner will provide proof of said condition signed by a licensed veterinarian. Whenever a tag is lost, a duplicate tag shall be issued upon application and payment of a fee by the owner.
- D. License fees for dogs permanently incapable of procreation shall be at a lower rate. An application for a license for a dog incapable of procreation shall furnish adequate proof satisfactory to the Animal Control Officer that the dog has been surgically altered to be permanently incapable of procreation.
- E. After written notification from the Animal Control Officer, the owner will have fifteen days to obtain a license for a dog required to be licensed. It is also a violation of this subchapter to counterfeit, attempt to counterfeit an official dog tag, or remove a tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog. Penalty, see section 90.99
- F. Impounding fees shall be established by the Council in conformance with current state fees for the impounding and maintenance of dogs of like species and circumstances.

#### § 90.09 ANTI-RABIES VACCINATIONS: VACCINATION AND LICENSE STANDARDS.

- A. Before a license is issued for any dog, the owner must present a rabies vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued to a resident of Chino Valley shall be transmitted to the Animal Control Officer on or before the 10<sup>th</sup> day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions and regulations of this chapter.
- B. The owner of a dog three months of age over which, for medical purposes, is unable to receive a rabies vaccination may request a waiver of the unaltered license fees. The owner may be granted this waiver only after supplying a Certified Veterinarian Recommendation from a Licensed Veterinarian to the Animal Control Officer.
- C. A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in the state or a veterinarian employed by a governmental agency in that state. The vaccination certificate must state the owner's name, address, and giving the dog's description, date of vaccination, and type manufacturer and serial number of the vaccine used.
- D. The vaccination must be in conformity with the provisions and regulations of this chapter.

## § 90.10 WEARING LICENSE TAGS.

Any dog over the age of three months shall either be implanted with a permanent microchip device or wear a collar or harness to which is attached a valid license tag pursuant to § 90.08 above. Dogs used for the control of livestock, while being trained for hunting or dog obedience training or while being exhibited or trained at a kennel club event, and the dogs while being transported to and from such events need not wear a collar or harness with a valid license attached provided they are properly vaccinated, licensed and controlled. Penalty, see section 90.99

## § 90.11 HANDLING OF BITING DOGS; RESPONSIBILITY FOR REPORTING DOG BITES.

- A. A dog licensed, unlicensed or unvaccinated, which bites any person shall be confined and quarantined in an authorized Animal Control Shelter (as defined in section 90.02) with the owner or responsible person liable for all fees and expenses. Upon the request of and at the expense of the owner or responsible person, the dog may be quarantined at a veterinary hospital, or at a location deemed appropriate by the Animal Control Officer for a period of not less than ten days.
- B. Whenever a dog bites any person, the incident shall be reported to the Animal Control Officer or Police Department immediately by any person having direct knowledge. The Officer shall be responsible for making reports of dog bites and other dog related incidents and procedures, to include the disposal of dog remains and transportation of dogs to be scientifically examined.
- C. Any dog confined and quarantined pursuant to this chapter may be destroyed prior to the termination of the minimum confinement period for laboratory examination for rabies if:
  1. The dog shows clear clinical signs of rabies in accordance with state law; and
  2. The owner or responsible person of the dog consents to its destruction.
- D. Any dog found without a tag, microchip device, or tattoo, identifying its owner shall be deemed not owned.
- E. Dogs that expire or become ill during quarantine shall be examined by medical authorities to scientifically determine causes for the condition or death of the dog and if a communicable disease is present. All associated fees will be paid by the owner or responsible person.
- F. In any case, where the dog is determined to be diseased, the owner or responsible person of the dog and the victim of the attack or bite shall be immediately notified so medical treatment may be administered as necessary. In cases where the victim is in or on a public place or lawfully in or on a private place at the time of the attack or bite, all associated reasonably necessary fees shall be paid by the owner or responsible person.

## § 90.12 NUISANCE BARKING.

No dog shall cause a disturbance by excessive barking or other noise making that causes a disturbance, including but not limited to howling, screeching, yelping, or baying as specified below. Penalty, see section 90.99

All persons desiring to pursue criminal charges against any person keeping or maintaining a dog that is in the habit of barking, howling, or otherwise disturbing the peace and quiet of any reasonable person residing within the Town limits must complete a witness statement (provided by the Animal Control Officer or other representative of the Police Department) and assist in the prosecution.

#### § 90.13 UNLAWFUL INTERFERENCE WITH ANIMAL CONTROL OFFICERS.

It is unlawful for any person to interfere with an Animal Control Officer in the performance of his or her duties. Penalty, see section 90.99

#### § 90.14 DANGEROUS DOGS.

It is unlawful for an owner to have a dangerous dog within the Town limits without a certification of registration issued under this section. This section shall not apply to dogs used by law enforcement officials for police work.

- A. An Animal Control Officer shall issue a certification of registration to the owner of such dog if the owner presents to the Animal Control Officer sufficient evidence of:
  1. A Proper Enclosure for a Dangerous Dog to confine the dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog.
  2. A surety bond issued by a surety insurer in the form acceptable to the Town Prosecutor in a sum of no less than \$100,000.
  3. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified in the amount of at least \$300,000 insuring the owner for any personal injuries inflicted by the dangerous dog.
- B. It is unlawful for the owner of a dangerous dog to permit the dog to be outside of the proper enclosure unless the dog is under control of the owner or a responsible person.
- C. An dog shall not be declared to be dangerous if the bite or attack was deemed accidental or with reasonable cause or if the threat or damage was sustained by a person who, at that time, was committing a willful trespass or other criminal act upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog, or has in the past been observed or reported to have tormented, abused or assaulted the dog, or committing or attempting commit a crime.
- D. Any dangerous dog shall be immediately confiscated by an Animal Control Officer if:
  1. The dog is not validly registered under the section above.
  2. The owner does not secure the liability insurance coverage required under this section.
  3. The dog is not maintained in the proper enclosure.
  4. The dog is outside the dwelling of the owner, or outside of the proper enclosure and not under control of the owner or responsible person. In addition, the owner or responsible person shall be guilty of a Class 1 misdemeanor.

5. The dog was previously found to be a dangerous dog under this Chapter and attacks or bites a person or another domestic dog. In this event, the owner or responsible person is subject to protect the public or other dogs. In addition, the dangerous dog shall be placed in quarantine for the proper length of time and thereafter upon order of the court is destroyed in an expeditious and humane manner.
6. The dog aggressively attacks and causes severe injury or death of any human, regardless of whether the dog has previously been declared potentially dangerous or dangerous. In addition, the dog shall immediately be placed in quarantine for the proper length of time and thereafter upon order of the court, be destroyed in an expeditious and humane manner. In addition, the owner or responsible person shall be guilty of a Class 1 Misdemeanor.

Notwithstanding the requirements set forth in paragraphs (A)(1) through(A)(3) above, the Town shall not be liable for the owner's failure to secure and maintain a Proper Enclosure, a surety bond, or a policy of liability insurance.

#### § 90.15 ADEQUATE EXERCISE SPACE FOR DOGS.

Every enclosure for a dog shall be constructed in a manner to minimize the risk of injury to the dog and shall encompass sufficient useable space to keep the dog in good condition.

It shall be unlawful for the owner or responsible person of a dog to secure the dog by means of a tie-out including but not limited to chains, leashes, ropes, wire or cable attached to a swivel, pulley system or fixed point unless the dog is under direct supervision of the owner. Penalty, see 90.99

#### § 90.99 VIOLATION; PENALTY.

- A. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor.
- B. Any person violating any provisions of sections 90.03, 90.04, 90.05, 90.08, 90.10, 90.12, 90.13, or 90.15 of this Chapter shall be guilty of a Class 3 misdemeanor.

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **7. e.**

**Meeting Date:** 12/11/2012  
**Contact Person:** Chuck Wynn, Police Chief, Police  
 Phone: 928-636-2646 x-1258  
**Department:** Police  
**Item Type:** Action  
**Estimated length of staff presentation:** 10 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to fund abatement of properties within the Town of Chino Valley.

### RECOMMENDED ACTION:

To be determined per discussion from December 6, 2012 study session.

### SITUATION AND ANALYSIS:

Council will be discussing the matter at the study session on Dec. 6 and this item is to allow them to take action based on the results of that discussion.

### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 01-95-5552

**Available:** 1000.00

#### **Funding Source:**

To be determined by Dec. 6 study session. Amount was budgeted in the Fiscal Year 2013 Budget.

### Attachments

Code Enforcement Handout from Dec. 6 Study Session

## Town Council Study Session / Code Enforcement

### Good News

1410 Palo Verde Dr – Property purchased August 15<sup>th</sup> by Remote Properties, LLC.

We have contacted the new property manager. He won't have official ownership for another 3-6 months. At that time, he stated he would work with us and get the property cleaned up.

Property on Porcupine Pass ~ Utility Dept forwarded new address for owner and they have cleaned it up.

### Bad News

3393 Pawnee Tr – On 10/02/12 we received email from the property management company stating, "Our client has denied our bid to address the debris." 'Our client' being the bank.

An email was sent on 10/04 advising them we are seeking funds from the Town to abate the property and place a lien on the property.

On October 8, they advised us their client is still denying the bid to address the debris and they understand the Town will probably hire cleanup of the property.

There is only 1 year of back taxes owed. Need to pay 3 years before forcing foreclosure to own property.

Neighbor may be interested in buying this property. He is looking into it.

Cost for Town to abate property = approx. \$2,250.00

New property on Lazy Loop. Letter returned, dry grass and tumbleweeds making it a fire hazard.

Ruth Rd - It appears a property is being used as a dumping ground.

\$ Options

\$10,000 – Clean up costly property (i.e. Pawnee Tr @ approx. \$2,250)  
Then work on approx. 15-20 smaller properties

\$5,000 - Can still clean property at Pawnee and 8-10 smaller properties

\$1,000 - Work on approx. 5-7 smaller properties. Pawnee Tr will have to sit until  
a new owner steps in.

Option for 1755 Elk Dr & 1775 Elk Dr

Pay back taxes on properties, force foreclosure and Town owns properties.

|             |                   |                   |
|-------------|-------------------|-------------------|
| 1755 Elk Dr | Back Taxes        | \$3,095.52        |
|             | <u>Legal Fees</u> | <u>\$3,000.00</u> |
| Cost to own |                   | \$6,095.52        |

|             |                   |                   |
|-------------|-------------------|-------------------|
| 1775 Elk Dr | Back Taxes        | \$2,640.27        |
|             | <u>Legal Fees</u> | <u>\$3,000.00</u> |
| Cost to own |                   | \$5,640.27        |

Total for both properties approx. \$ 11,735.79

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **7. f.**

**Meeting Date:** 12/11/2012  
**Department:** Police  
**Item Type:** Action-Presentation  
**Estimated length of staff presentation:** 15 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to amend Article 4: Hours of Work/Working Conditions of the Memorandum of Understanding Between the Town of Chino Valley, Arizona and the Chino Valley Police Officers Association.

### RECOMMENDED ACTION:

Approve amendment of Article 4 of the Memorandum of Understanding Between the Town of Chino Valley, Arizona and the Chino Valley Police Officers Association.

### SITUATION AND ANALYSIS:

Proposed Amendment to Memorandum of Understanding between the Town of Chino Valley, Arizona and the Chino Valley Police Officers Association.

### ARTICLE 4: Hours of Work/Working Conditions Section 4-1: Work Schedules

E. Understanding the difficulty in scheduling manpower on a 24 hour, seven day per week basis, the Association agrees to work with Management so work schedules outside of the normal 40 hour work week can be considered. Any schedule worked outside of the limits prescribed by ARS § 23-392 shall meet the following provisions:

1. Time worked in excess or outside of normal scheduled hours will be paid at one and one-half the regular rate at which the Association Member is employed, or one and one-half compensatory time off for each hour worked, if by the Association Member's job classification overtime compensation is mandated by federal law. The decision whether to elect to receive overtime pay or overtime compensatory time will be at the Association Member's discretion as per existing policy and practices.

This Amendment, once signed and approved by all parties, shall remain in force and effect

beginning on the first day following approval, and thereafter shall continue in effect year-by-year until a new Memorandum of Understanding is approved by all parties following meet and confer as per Chino Valley Town Ordinance No. 08-705, Section 33.07 and the Memorandum of Understanding adopted July 8<sup>th</sup>, 2010.

**SUMMARY:**

This amendment to the current Memorandum of Understanding (MOU) in place between the Town of Chino Valley and the Chino Valley Police Officer's Association (CVPOA) will allow greater flexibility for Police Department administration in scheduling manpower on a 24 hour, 7 day per week basis. Currently the administration is required to schedule sworn police officers based upon a mandated 40 hour work week. A current change to Arizona law allows sworn officers to work a schedule based upon a 80 hour pay period. The change to ARS 23-392 requires the consent of the employer and the person engaged in law enforcement activities prior to being enacted. The members of the CVPOA, as the organization recognized by the Town of Chino Valley representing the law enforcement officers, held a vote and approved CVPOA leadership to amend the MOU with Town Management. The Chief of Police agrees this change is in the best interest of the Police Department and the Town of Chino Valley.

Should the Town Council approve the amendment, it will only affect sworn law enforcement and not other police department employees.

The current Memorandum of Understanding was adopted by the Town Council on July 8<sup>th</sup>, 2010. It remains in effect year-by-year until a new Memorandum of Understanding is approved by all parties following meet and confer as per Chino Valley Town Ordinance No. 08-705, Section 33.07.

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**Fiscal Impact**

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

CVPOA MOU Amendment

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Amendment to the Memorandum of Understanding  
Between the Town of Chino Valley, Arizona  
and the  
Chino Valley Police Officers Association

ARTICLE 4: Hours of Work/Working Conditions

Section 4-1: Work Schedules

E. Understanding the difficulty in scheduling manpower on a 24 hour, seven day per week basis, the Association agrees to work with Management so work schedules outside of the normal 40 hour work week can be considered. Any schedule worked outside of the limits prescribed by ARS § 23-392 shall meet the following provisions:

1. Time worked in excess or outside of normal scheduled hours will be paid at one and one-half the regular rate at which the Association Member is employed, or one and one-half compensatory time off for each hour worked, if by the Association Member's job classification overtime compensation is mandated by federal law. The decision whether to elect to receive overtime pay or overtime compensatory time will be at the Association Member's discretion as per existing policy and practices.

This Amendment, once signed and approved by all parties, shall remain in force and effect beginning on the first day following approval, and thereafter shall continue in effect year-by-year until a new Memorandum of Understanding is approved by all parties following meet and confer as per Chino Valley Town Ordinance No. 08-705, Section 33.07 and the Memorandum of Understanding adopted July 8<sup>th</sup>, 2010.

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

**Town Council Regular Meeting**

**Item No. 7. g.**

**Meeting Date:** 12/11/2012

**Contact Person:** Jami Lewis

**Item Type:** Action

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**AGENDA ITEM TITLE:**

Consideration and possible action to approve the September 6, 2012 study session minutes.  
(Absent: Councilmember Turner) (Jami Lewis, Town Clerk)

**RECOMMENDED ACTION:**

Approve the September 6, 2012 study session minutes.

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**Attachments**

September 6, 2012 minutes

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# DRAFT

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

**TUESDAY, SEPTEMBER 6, 2012  
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 6, 2012.

**Present:** Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch

**Absent:** Councilmember Lon Turner

**Staff** Town Manager Robert Smith; General Services Director Cecilia Watts; Finance Director Joe

**Present:** Duffy; Police Commander Mark Garcia; Town Engineer/Public Works Director Ron Gritman; Utilities Supervisor Chris Bartels; Associate Planner David Nicolella; Building Official Dan Trout; Town Clerk Jami Lewis (recorder)

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

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

### 2) Presentation, review, and discussion of User Fee Study and Recommendations dated August 2012, prepared by Heinfeld, Meech & Co. (Robert Smith, Town Manager)

Mr. Smith and Cheri Wright with Heinfeld, Meech & Co. (H&M) reported that:

- The Town engaged H&M to perform a User Fee Study for all Town fees for services. The study included, the actual cost of providing those services, cost recovery at three different levels, and a regional market comparison of fees to other local municipalities to ensure market-competitiveness.
- The Cost Allocation Plan included cost recovery of both direct costs, such as the fully-burdened labor rate, and indirect costs, such as overhead. It also incorporated any salary adjustments that were recommended in the Town's newly incorporated Compensation and Classification Plan. H&M worked directly with each department to understand and determine the materials, supplies, amortization, and depreciation that were necessary to capture the full cost of delivering services.
- Differences between the current fees and those derived in the study were due to changes in processes over the years, new efficiencies developed, and policy decisions to subsidize certain fees, such as those for the Aquatic Center; and when comparing fees with other entities, such policy decisions were not known.
- H&M's general recommendation was that the Town set most fee levels to recover the full

cost of providing the service.

Council reviewed and asked questions about several fee proposals from staff that differed from the study:

- They supported eliminating the business license application inspection fee, reducing the business license application fee, restructuring the liquor licensing fees to align with those of the State, and reducing animal control fees.
- They asked staff to reduce the late fees for business licensing, reduce the fee for swap meets, revise the fee structure for festival/special event permits along with the revisions currently being made to the special events policy, and provide more information regarding building permit and inspection fees not matching the market study.

Mr. Smith stated that more departments would provide proposals on the study at a future time.

- 3) Discussion regarding the proposed Old Home Manor Industrial Park which consists of five, forty-acre parcels, identified as Assessor's Parcel Numbers 306-02-001J, L, N, S and U, located on the west side of the Town's Old Home Manor Property. (David Nicolella, Associate Planner)

Acronym used in this item:

OHM (Old Home Manor)

Mr. Nicolella and Town Manager Robert Smith reported that:

- The concept for an industrial park came out of discussions with a business that was interested in locating in Town.
- OHM was a good location for such a park, due to its nearness to the highway, appropriate nearby zoning, and available utilities.
- One purpose for this would be to provide jobs and business to business industries to support the park.
- The Town would need help getting gas to the area, but the businesses in the park could not bear the full burden.
- Staff had begun talks with Arizona Public Service about creating power generation using biomass or solid waste to create steam that could be used to power the businesses on that site.
- The steps needed to create an industrial park were: (i) Determine the fiscal impact; (ii) Research existing ordinances and resolutions relating to OHM to ensure there were no conflicts; (iii) Hire a firm to create a survey and identify needed rights-of-way along Perkinsville Road to the corner of the park; (iv) Work with the General Plan Committee to assign an appropriate General Plan designation; (v) Identify appropriate zoning designations; and (vi) Set a timeline and hold applicable public hearings.

Council comments:

- Drake Cement would be interested in partnering with the Town on this.
- Staff would need to investigate possible issues with odor.
- Staff would need to investigate issues with water credits.

- 4) Discussion regarding the possible extension of Road 1 East between Road 4 South and the future alignment of Road 5 South. (Ron Grittmann, Town Engineer)

Acronym used in this item:

ADOT (Arizona Department of Transportation)

Mr. Grittmann reported that:

- ADOT was intending to widen the highway between the Town and Deep Well Ranch Road, which was a new east-west roadway north of the existing Ruger Road.
- The roadway design, which included a divided roadway with median between Road 4 South and the future alignment of Road 5 South, would remove left turn movement onto the highway.
- In July 2012, ADOT met with local business owners to discuss the project. Two alternatives that came out of the discussions were: (i) extend Road 1 East from Road 4 South to approximately Road 4-1/2 South with two east-west connectors; or (ii) extend Road 1 East from approximately Road 4-1/2 South to the Road 5 South alignment.
- If the Town extended Road 1 East, ADOT will then commit to allow a left turn movement at Road 5 South like the current one at Road 3 South.
- At the meeting with the business neighborhood, business owners asked about using a frontage road that had been created years ago. While there was a small frontage to the south and documentation for abandoned right-of-way in the area, staff found no documentation for another frontage road.
- There was no perfect solution for entrance into each business in the area, but the new connector and a U-Turn at Road 5 South would provide a reasonable solution to accommodate the overall traffic problem, as well as provide an alternative route during highway closures.
- As ADOT would provide millings from the highway project, the total cost of constructing the extension using public works forces and Town fuel would be under \$20,000 in actual cash.

Public comment:

Steve Chontos, business owner, opposed the proposed plan, as extending Road 1 East would do nothing for the public's general welfare; it only benefited Windy Valley Plaza, and he would lose access to his business. If Council determined to extend the easements, he would not be prepared to dedicate his part of it. Instead, he urged the Town to take advantage of the existing 25 feet of right-of-way dedicated to the Town in 2004.

Alvin Stump, ADOT District Engineer, stated that ADOT believed the parallel roadway was important, as the State was limited with it could do with just one roadway, and they were willing to work with the Town.

Council comments:

- As three of four businesses near Mr. Chontos' property used his entrance, they wanted a safe access to his business.
- They asked for more information on costs, timeframes, alternatives, better maps, traffic patterns and movements, and the access road in front of the businesses.
- They stressed working with the businesses and finding a way to ensure minimal impact to them.
- If the business community could live with ADOT's plan, the Town should consider the Road 4 South extension.

**5) ADJOURNMENT**

MOVED by Councilmember Darryl Croft, seconded by Councilmember Dean Echols to adjourn the meeting at 8:30 p.m.

**Vote:** 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

ATTEST:

\_\_\_\_\_  
Chris Marley, Mayor

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 6th day of September, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of December, 2012.

\_\_\_\_\_  
Jami C. Lewis, Town Clerk