



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, JUNE 25, 2024
5:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

- 1. CALL TO ORDER; ROLL CALL**
- 2. Discussion and update regarding an employee housing Intergovernmental Agreement with the Chino Valley Unified School District.**
- 3. Discussion and update regarding the Chino Valley Cemetery.**
- 4. ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, JUNE 25, 2024
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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

AGENDA

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - Introduction of the Chino Valley Police Department's newest officer, Dylan Wilhide, and update of recent promotions regarding Lieutenant Amy Chamberlin and Sergeant Jon Szymanski by Deputy Chief McIntire.
 - Update on recent promotions of Terri Denemy to Public Affairs Director and Laura Kyriakakis to Assistant Town Manager / Human Resources Director.
 - Presentation from the Parks & Recreation Advisory Board.

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

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the Professional Services Agreement with Mark Holmes LLC for professional water consulting services for up to five years, beginning July 1, 2024, for an annual amount not to exceed \$70,000 and a maximum aggregate not to exceed \$350,000.
- b. Consideration and possible action to approve the Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, renewing the contract for an additional term from July 1, 2024, through June 30, 2025.

6. ACTION ITEMS

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

- a. Consideration and possible action to award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for

three existing Town of Chino Valley parks for \$125,000.

Recommended Action: Award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for three existing Town of Chino Valley parks for \$125,000.

- b. Consideration and possible action to approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

Recommended Action: Approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

- c. Public Hearing regarding Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024/2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.

Recommended Action: Hold the Public Hearing.

- d. Public Hearing regarding Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, which shall constitute the budgets of the Districts for Fiscal Year 2024/2025.

Recommended Action: Hold the Public Hearing.

- e. Public Hearing regarding Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute the budget of the District for Fiscal Year 2024/2025.

Recommended Action: Hold the Public Hearing.

7. ADJOURNMENT



TOWN COUNCIL NOTICE & AGENDA

**SPECIAL MEETING
TUESDAY, JUNE 25, 2024
6:05 PM**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

1. CALL TO ORDER; ROLL CALL

2. **Consideration and possible action to approve Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024-2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.**
3. **Consideration and possible action to approve Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024-2025, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2024-2025.**
4. **Consideration and possible action to approve Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute and are approved as the final budget of the District for Fiscal Year 2024/2025.**
5. **ADJOURNMENT**

Dated this 18th day of June, 2024.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 6/25/2024
CONTACT PERSON: Cindy Blackmore, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Mark Holmes LLC for professional water consulting services for up to five years, beginning July 1, 2024, for an annual amount not to exceed \$70,000 and a maximum aggregate not to exceed \$350,000.

SUMMARY:

The Town requires expert consultation when dealing with water issues, negotiations, proposals, and strategy. Mr. Holmes, with Mark Holmes, LLC, has provided services in the past and has extensive knowledge of Chino Valley water policy, water rights, ADWR, ADEQ, and Town Code. His services are valuable to the successful management of our water portfolio as well as large water resource, delivery and treatment projects. Some of the key Town efforts Mark is currently or has recently been involved in include: the Integrated Water Master Plan and related Capital Improvement Plan, water and sewer rate analysis, BOR rate study grant, response to the Circle K fuel release, and CDS grant funding request. Mr. Holmes has not had an hourly rate increase since 2017. The new contract increases the contract hourly rate from \$75.00 to \$80 per hour, which is still below the industry standard for similar consulting services.

PREVIOUS ACTION:

- October 24, 2017 - Professional Consulting Agreement with Mark Holmes LLC to provide water consulting services approved by Council.
- March 27, 2018 - Professional Consulting Services with Mark Holmes, LLC to provide professional water consulting services approved by Council.
- May 14, 2019 - Professional Consulting Services with Mark Holmes, LLC to provide professional water consulting services approved by Council.
- September 13, 2022 - First Amendment to Professional Consulting Services with Mark Holmes, LLC to provide professional water consulting services approved by Council.

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Mark Holmes LLC for professional water consulting services for up to five years, beginning July 1, 2024, for an annual amount not to exceed \$70,000 and a maximum aggregate not to exceed \$350,000.

FISCAL IMPACT?

Available budget: General Fund - PW - Engineering Professional Services - Water Resources Consultant	\$70,000.00
Less this approval item: Professional Services Agreement with Mark Holmes LLC	<u>-70,000.00</u>
Remaining budget: General Fund - PW - Engineering Professional Services - Water Resources Consultant	\$0.00

ATTACHMENTS:

1.	PSA - Mark Holmes - Water Consulting Services (2024)
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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of June 25, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Mark Holmes LLC, an Arizona limited liability company (the “Consultant”).

RECITALS

A. The Town needs professional consulting services on water issues as they arise (the “Services”).

B. The Consultant possesses the skill and experience required to provide the Services, and has been providing the Services to the Town.

C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an agreement with the Consultant to provide the Services.

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (A) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (C) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial

Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Consultant shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement, and (B) any and all Consultant claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Consultant shall provide the Services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (A) provide the Services required by this Agreement, (B) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (C) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay Consultant for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$70,000.00 for the Services at the unit rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed \$350,000.00.

4. Payments. The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

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

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this

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

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

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

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

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

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance. The Consultant understands and agrees that although the Town is waiving insurance requirements for this Agreement, the Consultant is an independent contractor and may not be covered by the Town's insurance policies for any loss, damages, errors and omissions, workmen's compensation, or other damages or liabilities the Consultant may incur while acting in pursuance of this Agreement.

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

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

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

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

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

other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

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

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

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

15. Suspension of Work.

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

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

16. Miscellaneous.

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

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

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

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

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

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

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

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

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

by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

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

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

16.13 Offset.

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

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

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

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

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

If to Consultant: Mark Holmes LLC

531 West Valleri Ann Road
Paulden, AZ 86334
Attn: Mark A. Holmes

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

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

16.16 Information Technology.

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

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

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (1) disclose data generated in the performance of the Services to any third party, or (2) use Town data and information.

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

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

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

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

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved request for Services, or the Fee Proposal, the documents shall govern in that order.

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

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

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

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods

or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

16.25 Excluded Terms. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as "clickwrap" or "clickthrough" terms when using or attempting to use a site or service, are not binding upon the Town.

16.26 Licensing and Registration. The Consultant warrants that it is registered with the Arizona Corporation Commission to do business in Arizona and, upon request, will provide proof thereof to the Town.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

"Consultant"

MARK HOLMES LLC,
an Arizona limited liability company

Jack W. Miller, Mayor

Mark A. Holmes, P.G.

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

Gust Rosenfeld, PLC

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC**

[Scope of Work]

See following page.

SCOPE OF WORK

1. Any project-based work as assigned by the Town Manager.
2. As assigned, prepare feasibility and technical review comments and enter said comments into the Town's Citizen Serve software (login to be provided by Town). Prepare formal statements of entitlement projects.
3. Upon request, provide expert knowledge and opinions on general and specific water- related questions.
4. Provide compliance assistance on reporting requirements with state and federal agencies related to water resources and quality.
5. Provide guidance and consulting advice on the protection and potential expansion of the Town's water rights and entitlements.
6. Perform project review of water resources, rights, and related applications, as assigned, at the discretion of the Town.
7. As requested by Town, attend and participate in site visits, meetings, and hearings as a representative of Town and act in furtherance of the Town's best interests.
8. Perform such other duties, projects, activities, and coordination with third parties as the Town may request from time to time.
9. All Services shall be provided by Mark A. Holmes, P.G.

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
MARK HOLMES LLC**

[Fee Proposal]

See following page.

Fee Proposal

1. The Consultant's hourly rate for performance of the Services is \$80/hour. It is expected Consultant shall provide an average of 33 hours of Services per month, but not exceed the amount of \$70,000 per year.
2. The compensation paid to the Consultant shall include all travel, per diem, and expenses incidental to providing the Services, provided such amounts must be consistent with the travel and per diem rates applicable to Town employees and all expenses shall be pass- through without markup.
3. Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via its authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by the Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
4. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 6/25/2024
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, renewing the contract for an additional term from July 1, 2024, through June 30, 2025.

SUMMARY:

The Town and the Chamber entered into an accountability contract, effective July 1, 2021, for the Chamber to receive public funds in support of its facility, services, and operations. On June 25, 2023, the Parties executed the First Amendment to the Accountability Contract, amending, among other things, the Contract's term and the Scope of Work. The Contract, as amended, establishes an initial term of one year, from July 1, 2023, through June 30, 2024, and authorizes the parties to renew the contract for up to five successive one-year terms upon written request from the Chamber and written approval of the Town by signature of the Mayor or Town Manager.

The Chamber has requested to renew the contract. The Town Manager, Cindy Blackmore, finds that the Chamber has satisfactorily fulfilled the terms of the contract and its revised Scope of Work as evidenced by the presentation given to the Town Council at its June 11, 2024, meeting by Chamber President and Executive Director John Courtis detailing its accomplishments over the past year.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, renewing the contract for an additional term from July 1, 2024, through June 30, 2025.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	AGR - Second Amendment (2024) to 2021 Chamber Accountability Contract (001)(6.18.24)(6220165.1)
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**SECOND AMENDMENT
TO THE
ACCOUNTABILITY CONTRACT
BETWEEN THE
TOWN OF CHINO VALLEY
AND THE
CHINO VALLEY CHAMBER OF COMMERCE**

This Second Amendment to the Accountability Contract (this “Second Amendment”) is entered into as of June 25, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and the Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the “Chamber”) (each individually, a “Party,” and together, the “Parties”).

RECITALS

A. The Town and the Chamber entered into an accountability contract, effective July 1, 2021 (the “Contract”), for the Chamber to receive public funds in support of its facility, services, and operations.

B. On June 25, 2023, the Parties executed the First Amendment to the Accountability Contract, amending, among other things, the Contract’s term.

C. Section 1 of the Contract, as amended, establishes an Initial Term of one year, from July 1, 2023, through June 30, 2024, and authorizes the Parties to renew the Contract for up to five successive one-year terms (each, a “Renewal Term”), subject to the terms thereof.

D. The Chamber submitted a request to renew this Contract for one year.

E. The Parties now wish to amend the Contract to exercise the first Renewal Term.

AGREEMENT

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

1. Renewal Term. The Contract is renewed for the first Renewal Term, from July 1, 2024, through June 30, 2025.

2. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Chamber affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract, and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. The Contract and this First Amendment are subject to the

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

5. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Chamber warrants and certifies that it does not currently, and agrees for the duration of the Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

"Town"

TOWN OF CHINO VALLEY,
COMMERCE,
an Arizona municipal corporation

"Chamber"

CHINO VALLEY CHAMBER OF
an Arizona non-profit corporation

Jack W. Miller, Mayor

Signature

ATTEST:

Name

Erin N. Deskins, Town Clerk

Title

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 6/25/2024
CONTACT PERSON: Cyndi Thomas, Community Services Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for three existing Town of Chino Valley parks for \$125,000.

SUMMARY:

In Fiscal year 23/24, the Community Services staff, with direction from the Parks and Recreation Advisory Board, produced and published a public survey regarding Parks and Recreation amenities, activities, and events. The results overwhelmingly showed a need for more recreational amenities, such as expanding parks and offering additional services and outdoor areas.

Currently, Community Services has \$125,000 budgeted for preliminary design and construction documents for three existing parks for the Town of Chino Valley, including:

1. Community Center - North - Add eight pickleball courts, lighting, future dog park expansion, parking, restroom building, trails, new planting, and irrigation.
2. Appaloosa Meadows - Park, recreation field, disc golf, parking, restroom building, trails, new planting, and irrigation.
3. Center Street Park - Passive recreation, parking, restroom building, trails, new planting, and irrigation.

By starting preliminary planning, Community Services staff, along with the Parks and Recreation Advisory Board, will be able to propose to the Council new and/or modified existing parks within the Town to further enhance quality of life services for the citizens of Chino Valley.

The Town of Chino Valley has worked with Sketch Landscape Architecture Studio, LLC several times in the past.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for three existing Town of Chino Valley parks for \$125,000.

FISCAL IMPACT?

Available budget: CIP - General Fund - Recreation Amenities Study	\$125,000.00
Less this approval item: Professional Services Agreement with Sketch Landscape Architecture Studio, LLC	<u>-125,000.00</u>
Remaining budget: CIP - General Fund - Recreation Amenities Study	\$0.00

ATTACHMENTS:

1.	PSA - Addendum to Sketch Landscape Architecture PSA
2.	April 4, 2024-professional service agreement- sketch- tocv improvements to existing parks

**ADDENDUM TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SKETCH LANDSCAPE ARCHITECTURE STUDIO
AND THE
TOWN OF CHINO VALLEY**

This ADDENDUM ("Addendum"), dated June 25, 2024, modifies the Professional Services Agreement executed contemporaneously with this Addendum (the "Original Agreement") and is entered into between Sketch Landscape Architecture Studio, LLC, an Arizona limited liability company ("Landscape Architect"), and the Town of Chino Valley, an Arizona municipal corporation ("Client").

AGREEMENT

1. **Effect of Addendum.** Except as expressly modified by the provisions of this Addendum, the Original Agreement shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The following provisions modify, replace, or delete sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies exist between the terms of this Addendum and the Original Agreement, this Addendum shall control. This Addendum is hereby incorporated by reference into the Original Agreement. The Original Agreement and this Addendum are collectively referred to herein as the "Agreement."

2. Section 8.2 of the Original Agreement is hereby amended to read as follows:

8.2 Governing Law

The laws of the State of Arizona shall govern this Agreement.

3. New Sections are hereby added to the Original Agreement to read as follows:

8.3 Term of Agreement

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 24, 2025, unless terminated as otherwise provided in this Agreement.

8.4 Conflict of Interest

This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Client may cancel this Agreement without penalty or further obligations by the Landscape Architect or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee 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.

8.5 E-Verify Requirements

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Landscape

Architect and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Landscape Architect's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Client. The Client retains the legal right to randomly inspect the papers and records of the Landscape Architect and its subcontractors who work on this Agreement to ensure that the Landscape Architect and its subcontractors are complying with the above-mentioned warranty.

8.6 Agreement Subject to Appropriation

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

8.7 Israel

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

8.8 Conflicting Terms

In the event of any inconsistency, conflict, or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.

8.9 Counterparts

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

8.10 Forced Labor of Ethnic Uyghurs

To the extent applicable under Ariz. Rev. Stat. § 35-394, the Landscape Architect warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by

the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Landscape Architect becomes aware that it is not in compliance with this paragraph, the Landscape Architect shall notify the Client of the noncompliance within five business days of becoming aware of it. If the Landscape Architect fails to provide a written certification that the Landscape Architect has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

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

“Landscape Architect”	“Client”
SKETCH LANDSCAPE ARCHITECTURE STUDIO, LLC, an Arizona limited liability company	TOWN OF CHINO VALLEY, an Arizona municipal corporation
By: _____	_____ Jack W. Miller, Mayor
Name: _____	ATTEST:
Title: _____	_____ Erin N. Deskins, Town Clerk
	APPROVED AS TO FORM:
	_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld, PLC



PROFESSIONAL SERVICES AGREEMENT BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Project: Town of Chino Valley, AZ- Improvements to Existing Parks
Location: Community Center- North, Appaloosa Meadows, and Center Street Park

PRELIMINARY PROVISIONS

Date

This Agreement is made as of April 4, 2024 between the Client and Sketch Landscape Architecture Studio, LLC for the Landscape Architectural Services provided herein.

Client

TOWN OF CHINO VALLEY

NAME

CHINO VALLEY, AZ 86323

ADDRESS/CITY/STATE/ZIP

CYNDI THOMAS, COMMUNITY SERVICES DIRECTOR | JASON OLSON, PARKS, FACILITIES & AQUATICS MAINT. MANAGER

CONTACT(S)

Landscape Architect

SKETCH LANDSCAPE ARCHITECTURE STUDIO, LLC

ENTITY

PO BOX 240 CHINO VALLEY, AZ 86323

ADDRESS

CELIA A. VAN DER MOLEN | PHONE: (928)-277-7336 | EMAIL: CELIA@SKETCH-LA.COM

CONTACT INFORMATION

PROJECT DESCRIPTION

Preliminary planning and landscape Construction Documents for (3) existing parks for the Town of Chino Valley, including:

Community Center- North

- Add 8 pickleball courts, lighting, future dog park expansion, parking, restroom building, trails, new planting, and irrigation.

Appaloosa Meadows Park

- Recreation field, disc golf, parking, restroom building, trails, new planting, and irrigation.

Center Street Park

- Passive recreation, parking, restroom building, trails, new planting, and irrigation.

COMPENSATION

Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum of \$125,000, plus reimbursable expenses. Refer to fee breakdown below:

Community Center- North: Sketch Fees	
Task L100 Schematic Design	\$ 1,710.00
Task L200 Design Development	\$ 3,120.00
Task L300 Construction Documents	\$ 3,840.00
Task L400 Permitting	\$ 960.00
Task L500 Bidding	\$ 1,920.00
Task L600 Construction Admin. (NOT INCLUDED)	\$ -
Total Sketch	\$ 11,550.00
Community Center- North: Consultant Fees	
Survey	\$ 3,614.00
Grading and Utility Design	\$ 6,448.00
Architecture	\$ 13,138.32
Electrical	\$ 8,268.00
Structural- ramada (classic recreation model)	\$ 1,408.56
Total Community Center (Sketch + Consultants)	\$ 44,426.88

Appaloosa Meadows- Sketch Fees	
Task L100 Schematic Design	\$ 1,300.00
Task L200 Design Development	\$ 2,880.00
Task L300 Construction Documents	\$ 3,740.00
Task L400 Permitting	\$ 960.00
Task L500 Bidding	\$ 1,800.00
Task L600 Construction Admin. (NOT INCLUDED)	\$ -
Total Sketch	\$ 10,680.00
Appaloosa Meadows- Consultant Fees	
Survey	\$ 3,816.80
Grading and Utility Design	\$ 5,928.00
Architecture	\$ 13,138.32
Electrical	\$ 8,268.00
Structural- ramada (classic recreation model)	\$ 1,408.56
Total Appaloosa Meadows (Sketch + Consultants)	\$ 3,239.68

Center Street Park: Sketch Fees	
Task L100 Schematic Design	\$ 1,048.57
Task L200 Design Development	\$ 2,780.00
Task L300 Construction Documents	\$ 3,380.00
Task L400 Permitting	\$ 960.00
Task L500 Bidding	\$ 1,800.00
Task L600 Construction Admin. (NOT INCLUDED)	\$ -
Total Sketch	\$ 9,968.57
Center Street Park: Consultant Fees	
Survey	\$ 3,291.60
Grading and Utility Design	\$ 4,368.00
Architecture	\$ 13,138.32
Electrical	\$ 5,158.40
Structural- ramada (classic recreation model)	\$ 1,408.56
Total Center Street Park (Sketch + Consultants)	\$ 37,333.45

Total	\$ 125,000.00
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Additional Fees:**Supplemental Services**

Should Supplemental Services, as described in Article 1.3, be requested, and approved the hourly billing rates are as follows:

Landscape Architect: \$150 per hour

Technical Support Staff: \$95 per hour

EXCLUSIONS

- a. Regulatory agency filing and municipal/department fees
 - b. Construction Administration
-

ARTICLE 1**Landscape Architectural Services****1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services**1.2.1 Design Phase Services- all parks**

The Landscape Architect shall:

1. Create a (1) sheet scaled plan view rendering showing preliminary landscape areas

1.2.2 Site Analysis Phase

The Landscape Architect shall:

1. identify existing vegetation, including significant specimen plants
2. analyze existing site conditions to identify physical attributes and limitations of the Project site
3. review applicable governmental requirements, including permit requirements

1.2.3 Schematic Design Phase

The Landscape Architect shall:

1. prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to (2) alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services)
2. evaluate alternative design concepts and, in conjunction with the Client, identify a preferred design concept
3. based on the preferred design concept, prepare a scaled schematic design plan illustrating the form and configuration of the proposed improvements on the site
4. preliminarily select key materials or material systems and prepare preliminary designs for key construction details
5. submit the plan, details, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.

1.2.4 Design Development Phase

Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

1. revise and refine the Schematic Design plan to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
2. prepare design detail sketches illustrating the proposed form, materials, color, and textures of the proposed improvements
3. prepare supplemental drawings as required to illustrate the design intent:
 - a. Planting plan
 - b. Irrigation plan
 - c. Low voltage lighting plan
 - d. Amenity Area layout plan
 - e. Site furnishing plan (benches, receptacles, bike parking, dog stations)

4. Prepare an opinion of probable cost to construct the proposed planting and irrigation improvements, indicating when appropriate the assumptions on which the opinion is based
5. submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval

1.2.5 Construction Document Phase

Based on the Client-approved Design Development phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

1. prepare construction plans including:
 - a. Planting plan
 - b. Irrigation plan
 - c. Low voltage lighting plan
 - d. Amenity area hardscape layout plan
 - e. Site furnishing plan (benches, receptacles, bike parking, dog stations)
2. prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
3. prepare construction sheet specifications for the proposed improvements
4. coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
5. prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission process to governmental agencies
6. address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
7. submit (1) pdf copy of the Construction Documents; additional copies shall be reimbursable costs as provided in Article 4 of the Agreement

1.2.6 Bidding Phase

The Landscape Architect shall:

1. prepare bid form for planting and irrigation including a general breakdown of materials and quantities for contractor bidding
2. provide a pdf copy of the current plan set for bidding

1.3 Supplemental Services

1.3.1 Pre-design Supplemental Services

The following Pre-design Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

1. assisting the Client with programming
2. inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, gas, electrical, and sewer connections)
3. assisting the Client with marketing and/or feasibility studies
4. master planning (Provide details to address specific Project requirements.)
5. detailed project scheduling (critical path, milestone completion dates, or other methods)
6. representing Client at zoning hearings and/or community meetings or design review hearings

1.3.2 Design Supplemental Services

The following Design Phase Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

2. scale models and 3D renderings
3. special studies or reports
4. life cycle cost analyses
5. expert witness testimony
6. long-distance travel to inspect materials and equipment of potential suppliers
7. permitting services beyond those described in section 1.4 attendance at public review or design review hearings

1.3.3 Site Analysis Supplemental Services

The following Site Analysis Phase Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

4. identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Project Program
5. confirm general location of available utilities
6. advise the Client of tests and surveys, such as soils analysis, topographic survey, utility survey, and/or property boundary survey, that may be required

1.3.4 Bidding Supplemental Services

The following Bidding Phase Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

3. coordinate the schedule for bid advertising, pre-bid qualification process (if applicable), pre-bid conference, addenda (if applicable), and bid opening
4. prepare and organize bid solicitation and proposal forms consistent with the Client's requirements
5. arrange for printing and distribution of the bid documents
6. evaluate pre-bid qualification submissions (as required) and formulate recommendations
7. conduct the pre-bid conference and document the proceedings
8. clarify the Construction Documents as required through the preparation and issuance of addenda
9. attend the bid opening
10. review bids including alternates and formulate a recommendation on the award of the contract

1.3.5 Contract Negotiation Supplemental Services

The following Contract Negotiation Phase Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

1. arrange for transmittal of Construction Documents to the selected Contractor
2. review and approve Contractor progress payment requests
3. review and approve a final application for payment and recommend acceptance of the Project by the Client

1.3.6 Construction Contract Administration Supplemental Services

The following Construction Contract Administration Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

1. review and take appropriate action on materials and equipment submitted by the Contractor for approval
2. review and take appropriate action on shop drawings and change order requests submitted for approval
3. prepare Client-initiated change orders
4. on behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from the Contractor
5. conduct observations to determine final completion and acceptance of the work
6. review Contractor's marked-up as-built drawings
7. determine consent of surety, if any, to issuance of final certificate of payment

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

1.3.7 Post-Construction Supplemental Services

The following Post-Construction Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

1. prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
2. provide periodic observations of work and/or warranty items
3. perform post-construction evaluation of functional and operational performance of the Project

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.

1.5 Schedule of performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

ARTICLE 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

ARTICLE 3

Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

ARTICLE 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project and will be billed at Cost. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 1.5% (or the legal rate) interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

ARTICLE 5

Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's

negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ARTICLE 6
Dispute Resolution

- 6.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.
- 6.2** Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

ARTICLE 7
Suspension/Termination

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

ARTICLE 8
Other Terms and Conditions

- 8.1 Assignment**
Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.
- 8.2 Governing Law**
The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

COMPLETE AGREEMENT
This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Client/Authorized Representative	Date	Sketch Landscape Architecture Studio, LLC	Date
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TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 6/25/2024
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

SUMMARY:

The Town of Chino Valley first amended its lease agreement with Yavapai County Community College District on May 19, 2008, when Yavapai College and the Town traded 30 acres of Yavapai College's original leased property at Old Home Manor with a Yavapai College building located at 202 N. State Route 89. Section 2.5 of the Lease Agreement gives the College the option to renew the lease for up to three (3) additional ten (10) year terms and one additional five (5) year term on the same terms. Per the terms of the lease agreement, the College may renew the lease by giving the Town written notice of its intent to renew at least one year before the end of its current term.

The College requested the first renewal option, and in June 2014 the Town Council approved an Amendment to the Lease Agreement renewing the lease through April 18, 2025. On January 9, 2024, the College gave the requisite notice and exercised its second renewal option, extending the Lease, as amended, through April 18, 2035. Although an amendment to the lease is not required for renewal, the parties desire to memorialize that renewal by executing this Second Amendment.

As previously requested by the Council at the February 27, 2024, meeting, staff contacted the College to discuss the possibility of amending Section 4.1.3 relating to Vehicle Motor Sports facilities. The college indicated they are not amenable to amending the lease language.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	LSE - 2nd Amendment to YCCCD Lease
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**SECOND AMENDMENT
TO THE
AMENDED LEASE AGREEMENT**

THIS SECOND AMENDMENT TO THE AMENDED LEASE AGREEMENT (this "Second Amendment") is entered into as of June 25, 2024 between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and the Yavapai County Community College District, a community college district of the State of Arizona (the "College") (each individually a "Party," and together, the "Parties").

RECITALS

A. The Town and the College entered into the Amended Lease Agreement (the "Lease") for the College to lease from the Town 50 acres of real property adjacent to the College's 30-acre campus, in what is commonly known as "Old Home Manor," from May 19, 2008, through April 18, 2015, with options to renew.

B. The College may renew the Lease by giving the Town written notice of its intent to renew at least one year before the end of its then-current term.

C. The College renewed the Lease on June 24, 2014, extending it through April 18, 2025, pursuant to paragraph 2.5, "Options to Renew," and the Parties memorialized that renewal by executing the First Amendment to Lease Agreement.

D. On January 9, 2024, the College gave the requisite notice and exercised its second renewal option, extending the Lease, as amended, through April 18, 2035.

E. The Parties now desire to memorialize that renewal by executing this Second Amendment.

AGREEMENT

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

1. Incorporation of Defined Terms. Except as otherwise defined herein, all capitalized terms used herein have the meanings ascribed thereto in the Lease.

2. Conflict of Interest. The Lease and this Second Amendment may be canceled by the Landlord pursuant to Ariz. Rev. Stat. § 38-511.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year first set forth above.

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

YAVAPAI COLLEGE

Jack W. Miller, Mayor

Dr. Lisa B. Rhine, President

ATTEST:

Erin N. Deskins, Town Clerk
APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT, a community college district of the
State of Arizona

Deb McCasland, Board Chair
Yavapai College; Yavapai County

Date

ATTEST:

Yvonne Sandoval, Secretary

Date



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public Hearing regarding Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024/2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1256 adopting the Tentative Budget for the Fiscal Year 2024/2025 and setting the Expenditure Limitation at \$52,457,308, the Tentative Budget was made publicly accessible on the Town's official website. Additionally, the State Budget Forms were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing will be held, allowing members of the public to have the opportunity to voice their opinions and provide feedback on the Tentative Budget. This process is crucial for maintaining an open dialogue between the Town's administration and its residents, ensuring that the budget reflects the community's priorities and needs.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Hold the Public Hearing.

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public Hearing regarding Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, which shall constitute the budgets of the Districts for Fiscal Year 2024/2025.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1258 approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement District for fiscal year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing will be held, allowing members of the public to have the opportunity to voice their opinions and provide feedback on the proposed statements and estimates of expenses.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Hold the Public Hearing.

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public Hearing regarding Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute the budget of the District for Fiscal Year 2024/2025.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1264 approving the proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for fiscal year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing will be held, allowing members of the public to have the opportunity to voice their opinions and provide feedback on the proposed statements and estimates of expenses.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Hold the Public Hearing.

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024-2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1256 adopting the Tentative Budget for the Fiscal Year 2024/2025 and setting the Expenditure Limitation at \$52,457,308, the Tentative Budget was made publicly accessible on the Town's official website. Additionally, the State Budget Forms were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing was held on June 25, 2024. Staff recommends the approval of Resolution No. 2024-1257. This resolution will adopt the Final Budget for Fiscal Year 2024/2025, solidifying the financial plan and expenditure limits for the upcoming fiscal year. The adoption of the Final Budget will enable the town to proceed with its planned projects and services, ensuring the effective and efficient use of public funds.

PREVIOUS ACTION:

On June 11, 2024, the Mayor and Council adopted Resolution No. 2024-1256 adopting the Tentative Budget for the Fiscal Year 2024/2025 and setting the Expenditure Limitation at \$52,457,308.

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1257, adopting the Fiscal Year 2024/2025 Final Budget and establishing the Fiscal Year 2024/2025 expenditure limitation.

FISCAL IMPACT?

Adoption of this item establishes a final budget and the expenditure limitation for Fiscal Year 2024/2025.

ATTACHMENTS:

1.	RES 2024-1257 - Final Budget FY 2024-25
2.	Exhibit A - Estimates of Revenues and Expenditures

RESOLUTION NO. 2024-1257

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024/2025; SETTING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Chino Valley (the "Town Council") is required to adopt an annual budget for the Town of Chino Valley (the "Town"); and

WHEREAS, on August 4, 2020, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") § 41-563.03(C), (E), and (G), the qualified voters of the Town approved Proposition 450, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 450 provided that, as part of the budget process, the Mayor and Common Council shall annually, after public hearing, adopt an expenditure limitation to govern the budget; and

WHEREAS, in accordance with A.R.S. § 42-17102, the Town Manager prepared and filed with the Town Council the Town Manager's budget estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, on June 11, 2024, the Town Council approved Resolution 2024-1256 adopting (i) an expenditure limitation and (ii) estimates of revenues and expenditures for Fiscal Year 2024/2025; and

WHEREAS, Resolution 2024-1256 also directed the Town Clerk to (i) make available the tentative budget for inspection, not later than seven days after the date of Resolution 2024-1256, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 25, 2024, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said estimates of revenues and expenditures and (ii) adopting the tentative budget as final; and

WHEREAS, on June 25, 2024, the Town Council held a public hearing on the final budget as required by law; and

WHEREAS, the revenues and expenses in the proposed final budget for Fiscal Year 2024/2025 do not exceed the estimates of revenues and expenditures shown on the published tentative budget.

[CONTINUED ON THE FOLLOWING PAGE]

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

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

SECTION 2. The expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2024/2025 is hereby approved in an amount not to exceed \$52,457,308.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the final budget of the Town of Chino Valley for Fiscal Year 2024/2025.

SECTION 4. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1257 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 25, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1257

[Estimates of Revenues and Expenditures]

See following pages.

EXHIBIT A
TO
RESOLUTION NO. 2024-1257
[Statement of Estimates and Expenses]
See following pages.

Official Budget Form

Town of Chino Valley

Fiscal year 2025

Town of Chino Valley
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	17,267,300	13,094,135	1,278,000	6,214,000	0	6,297,065	0	44,150,500
2024	Actual expenditures/expenses**	E	2	15,743,091	7,030,797	1,278,000	1,003,955	0	3,425,698	0	28,481,541
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	7,969,406	5,733,763	480,709	3,802,402	0	14,036,599	0	32,022,879
2025	Primary property tax levy	B	4	0							0
2025	Secondary property tax levy	B	5								0
2025	Estimated revenues other than property taxes	C	6	17,104,717	5,374,610	0	5,805,300	0	9,032,840	0	37,317,467
2025	Other financing sources	D	7	0	0	0	0	0	6,050,000	0	6,050,000
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	0	0	1,281,479	1,300,000	0	945,000	0	3,526,479
2025	Interfund Transfers (out)	D	10	100,000	200,000	0	2,901,479	0	325,000	0	3,526,479
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
	Maintained for future retirement contributions										0
											0
2025	Total financial resources available		12	24,974,123	10,908,373	1,762,188	8,006,223	0	29,739,439	0	75,390,346
2025	Budgeted expenditures/expenses	E	13	19,320,479	9,650,263	1,281,479	5,829,431	0	16,375,656	0	52,457,308

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

	2024	2025
1	\$ 44,150,500	\$ 52,457,308
2		
3	44,150,500	52,457,308
4		
5	\$ 44,150,500	\$ 52,457,308
6	\$	\$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Town of Chino Valley
Tax levy and tax rate information
Fiscal year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u> 4 </u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Chino Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
Transaction Privilege Taxes	\$ 9,157,100	\$ 9,002,300	\$ 9,058,000
Franchise Taxes	407,000	404,005	411,000
Licenses and permits			
Building Permits	350,000	189,217	173,000
Business Licenses	66,000	66,000	70,000
Plan Check Fees	125,000	125,000	125,000
Other Licenses and Permits	21,500	9,756	12,500
Intergovernmental			
State Shared Transaction Privilege Tax	2,031,000	2,031,000	2,085,549
State Shared Income Tax	3,600,000	3,600,000	2,935,568
Vehicle License Tax	1,158,000	1,158,000	1,126,300
Yavapai County Library Funds	76,300	76,300	73,000
Police Dept Grants	7,500	68,078	67,500
Senior Nutrition Grant	125,000	125,000	125,000
Charges for services			
Engineering Fees	20,000	4,725	10,000
Senior Nutrition Program Fees	1,000	1,870	1,500
Facility Use Fees	25,000	37,754	38,000
Police Report Fees	5,000	5,000	5,000
Aquatic Center Fees	57,000	52,321	52,000
Other Charges for Services	11,600	55,742	19,800
Fines and forfeits			
Animal Control Fees	25,000	28,000	25,000
Library Fines	2,000	1,000	1,000
Court Fines and Forfeitures	140,000	140,000	140,000
Interest on investments			
Interest	500,000	604,871	550,000
Contributions			
Voluntary contributions			
Total General Fund	\$ 17,911,000	\$ 17,785,939	\$ 17,104,717

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Special revenue funds			
Highway User Revenue	\$ 1,400,000	\$ 1,400,000	\$ 1,397,894
Interest	10,000	18,794	15,000
Miscellaneous	2,500	15,300	3,500
	<u>\$ 1,412,500</u>	<u>\$ 1,434,094</u>	<u>\$ 1,416,394</u>
 Miscellaneous Grants	 \$ 3,500,000	 \$ 205,462	 \$ 3,500,000
CDBG Grant		2,200	403,816
	<u>\$ 3,500,000</u>	<u>\$ 207,662</u>	<u>\$ 3,903,816</u>
 Special Revenue Fund - Court	 \$ 25,500	 \$ 29,622	 \$ 28,000
Special Revenue Fund - PD	12,000	5,610	5,000
Special Revenue Fund - Cemetery Maintenance			14,250
Lighting Improvement Districts #1, #2, #3	4,100	3,900	4,450
Del Sol Improvement District			2,700
	<u>\$ 41,600</u>	<u>\$ 39,132</u>	<u>\$ 54,400</u>
Total special revenue funds	<u>\$ 4,954,100</u>	<u>\$ 1,680,888</u>	<u>\$ 5,374,610</u>
 Capital projects funds			
Capital Improvements Fund - General Fund	\$ 5,287,000	\$ 3,135,550	\$ 5,765,300
Capital Improvements Fund - Streets		52,598	
Asset Replacement Fund	5,000	60,768	40,000
	<u>\$ 5,292,000</u>	<u>\$ 3,248,916</u>	<u>\$ 5,805,300</u>
Total capital projects funds	<u>\$ 5,292,000</u>	<u>\$ 3,248,916</u>	<u>\$ 5,805,300</u>
 Enterprise funds			
Water Enterprise Fund	\$ 1,021,000	\$ 929,500	\$ 1,063,000
Capital Improvement Fund - Water	2,000,000		2,000,000
Wastewater Enterprise Fund	2,114,000	2,018,881	2,869,840
Capital Improvement Fund - Wastewater	1,000,000		3,100,000
	<u>\$ 6,135,000</u>	<u>\$ 2,948,381</u>	<u>\$ 9,032,840</u>
Total enterprise funds	<u>\$ 6,135,000</u>	<u>\$ 2,948,381</u>	<u>\$ 9,032,840</u>
 Total all funds	<u><u>\$ 34,292,100</u></u>	<u><u>\$ 25,664,124</u></u>	<u><u>\$ 37,317,467</u></u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
Transfer to Cap Asset Replacement	\$	\$	\$	\$ 100,000
Total General Fund	\$	\$	\$	\$ 100,000
Special revenue funds				
HURF Transfer to Streets CIP	\$	\$	\$	\$ 200,000
Total special revenue funds	\$	\$	\$	\$ 200,000
Debt service funds				
Trans from General CIP	\$	\$	\$ 1,281,479	\$
Total debt service funds	\$	\$	\$ 1,281,479	\$
Capital projects funds				
Cap Asset Trans from General Fund	\$	\$	\$ 100,000	\$
General CIP Trans to Wastewater CIP				620,000
General CIP Trans to Debt Service				1,281,479
General CIP Trans to Streets CIP				1,000,000
Streets CIP Trans from General CIP			1,000,000	
Streets CIP Trans from HURF			200,000	
Total capital projects funds	\$	\$	\$ 1,300,000	\$ 2,901,479
Enterprise funds				
Water Ent Transfer to Water CIP	\$	\$	\$	\$ 325,000
Water CIP Transfer from Water Ent			325,000	
Wastewater CIP Trans from Gen CIP			620,000	
Wastewater CIP	6,050,000			
Total enterprise funds	\$ 6,050,000	\$	\$ 945,000	\$ 325,000
Total all funds	\$ 6,050,000	\$	\$ 3,526,479	\$ 3,526,479

Town of Chino Valley
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
Community Services	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Development Services	1,298,400		1,105,400	1,577,176
Finance	560,000		560,000	614,071
Human Resources	603,000		515,000	687,320
Information Technology Services	663,000		498,669	707,837
Mayor and Council	83,600		81,800	81,800
Municipal Court	396,500		396,500	457,747
Non-Departmental	1,586,200		1,499,603	754,522
Police	5,366,200		5,150,312	6,522,205
Public Works	3,292,800		3,003,407	3,953,580
Town Clerk	407,000		387,800	469,006
Town Manager	818,600		653,600	866,895
Contingency	625,000		450,000	650,000
Total General Fund	\$ 17,267,300	\$	\$ 15,743,091	\$ 19,320,479
Special revenue funds				
Highway User Revenue Fund	\$ 2,000,400	\$	\$ 1,255,615	\$ 2,108,791
Streets CIP	4,763,000	(998,265)	2,343,853	3,099,206
Miscellaneous Grants Fund	3,500,000		82,431	3,500,000
CDGB Grant			22,598	403,816
Special Revenue Fund - Court	17,000		17,000	17,200
Special Revenue Fund - Police	8,000		5,000	5,000
Special Rev Fund - Cemetery				9,300
Lighting Improvement Districts	4,000		4,300	4,350
Del Sol Improvement District				2,600
SLFRF	3,800,000		3,300,000	500,000
Total special revenue funds	\$ 14,092,400	\$ (998,265)	\$ 7,030,797	\$ 9,650,263
Debt service funds				
Debt Service Fund	\$ 1,278,000	\$	\$ 1,278,000	\$ 1,281,479
Total debt service funds	\$ 1,278,000	\$	\$ 1,278,000	\$ 1,281,479
Capital projects funds				
General Fund CIP	\$ 5,797,000	\$	\$ 818,931	\$ 5,194,455
Asset Replacement Fund	417,000		185,024	634,976
Total capital projects funds	\$ 6,214,000	\$	\$ 1,003,955	\$ 5,829,431
Enterprise funds				
Water Enterprise Fund	\$ 895,500	\$	\$ 806,066	\$ 995,044
Water CIP	2,200,000		200,000	2,400,000
Wastewater Enterprise Fund	1,178,300		1,810,573	2,885,367
Wastewater CIP	1,025,000	998,265	609,059	10,095,245
Total enterprise funds	\$ 5,298,800	\$ 998,265	\$ 3,425,698	\$ 16,375,656
Total all funds	\$ 44,150,500	\$	\$ 28,481,541	\$ 52,457,308

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Expenditures/expenses by department
Fiscal year 2025

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Community Services:				
General Fund	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Department total	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Development Services:				
General Fund	\$ 1,298,400	\$	\$ 1,105,400	\$ 1,577,176
Department total	\$ 1,298,400	\$	\$ 1,105,400	\$ 1,577,176
Finance:				
General Fund	\$ 560,000	\$	\$ 560,000	\$ 614,071
Department total	\$ 560,000	\$	\$ 560,000	\$ 614,071
Human Resources:				
General Fund	\$ 603,000	\$	\$ 515,000	\$ 687,320
Department total	\$ 603,000	\$	\$ 515,000	\$ 687,320
Information Technology Services:				
General Fund	\$ 663,000	\$	\$ 498,669	\$ 707,837
Department total	\$ 663,000	\$	\$ 498,669	\$ 707,837
Mayor and Council:				
General Fund	\$ 83,600	\$	\$ 81,800	\$ 81,800
Department total	\$ 83,600	\$	\$ 81,800	\$ 81,800
Municipal Court:				
General Fund	\$ 396,500	\$	\$ 96,500	\$ 457,747
Special Rev Fund - Court	17,000		17,000	17,200
Department total	\$ 413,500	\$	\$ 113,500	\$ 474,947
Non-Departmental:				
General Fund	\$ 2,211,200	\$	\$ 1,949,603	\$ 1,404,522
Miscellaneous Grants Fund	3,500,000		82,431	3,500,000
CDGB Grant			22,598	403,816
SLFRF	3,800,000		3,300,000	500,000
Debt Service Fund	1,278,000		1,278,000	1,281,479
General Fund CIP	5,797,000		818,931	5,194,455
Asset Replacement Fund	417,000		185,024	634,976
Department total	\$ 17,003,200	\$	\$ 7,636,587	\$ 12,919,248
Police:				
General Fund	\$ 5,366,200	\$	\$ 5,150,312	\$ 6,522,205
Special Rev Fund - Police	8,000		5,000	5,000
Department total	\$ 5,374,200	\$	\$ 5,155,312	\$ 6,527,205

Town of Chino Valley
Expenditures/expenses by department
Fiscal year 2025

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Public Works:				
General Fund	\$ 3,292,800	\$	\$ 3,003,407	\$ 3,953,580
Highway User Revenue Fund	2,000,400		1,255,615	2,108,791
Streets CIP	4,763,000	(998,265)	2,343,853	3,099,206
Special Rev Fund - Cemetery				9,300
Department total	\$ 10,056,200	\$ (998,265)	\$ 6,602,875	\$ 9,170,877
Town Clerk:				
General Fund	\$ 407,000	\$	\$ 387,800	\$ 469,006
Department total	\$ 407,000	\$	\$ 387,800	\$ 469,006
Town Manager:				
General Fund	\$ 818,600	\$	\$ 653,600	\$ 866,895
Department total	\$ 818,600	\$	\$ 653,600	\$ 866,895
Water:				
Water Enterprise Fund	\$ 895,500	\$	\$ 806,066	\$ 995,044
Water CIP	2,200,000		200,000	2,400,000
Department total	\$ 3,095,500	\$	\$ 1,006,066	\$ 3,395,044
Wastewater:				
Wastewater Enterprise Fund	\$ 1,178,300	\$	\$ 1,810,573	\$ 2,885,367
Wastewater CIP	1,025,000	998,265	609,059	10,095,245
Department total	\$ 2,203,300	\$ 998,265	\$ 2,419,632	\$ 12,980,612
Improvement Districts:				
Lighting Improvement Districts	\$ 4,000	\$	\$ 4,300	\$ 4,350
Del Sol Improvement District				2,600
Department total	\$ 4,000	\$	\$ 4,300	\$ 6,950
Total all funds	\$ 44,150,500	\$	\$ 28,181,541	\$ 52,457,308

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Full-time employees and personnel compensation
Fiscal year 2025

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2025	2025	2025	2025	2025	2025
General Fund	122.0	\$ 8,581,477	\$ 1,401,527	\$ 1,283,268	\$ 969,848	\$ 12,236,120
Special revenue funds						
Highway User Revenue Fund	9.0	\$ 481,379	\$ 58,732	\$ 106,332	\$ 88,313	\$ 734,756
Total special revenue funds	9.0	\$ 481,379	\$ 58,732	\$ 106,332	\$ 88,313	\$ 734,756
Enterprise funds						
Water Enterprise	3.5	\$ 243,005	\$ 28,590	\$ 43,554	\$ 34,190	\$ 349,339
Wastewater Enterprise	3.5	\$ 243,005	\$ 28,590	\$ 43,554	\$ 34,190	\$ 349,339
Total enterprise funds	7.0	\$ 486,010	\$ 57,180	\$ 87,108	\$ 68,380	\$ 698,678
Total all funds	138.0	\$ 9,548,866	\$ 1,517,439	\$ 1,476,708	\$ 1,126,541	\$ 13,669,554



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 3
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024-2025, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2024-2025.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1258 adopting the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing was held on June 25, 2024. Staff recommends the approval of Resolution No. 2024-1263. This resolution will adopt the Final Budget for the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2024/2025.

FISCAL IMPACT?

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

ATTACHMENTS:

1.	RES 2024-1263 - CVSLID Final Budget FY 2024-25
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RESOLUTION NO. 2024-1263

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE STATEMENTS AND ESTIMATES OF EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2024/2025, PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 48-616 AND 42-17101, ET SEQ., AS AMENDED.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to levy taxes upon all property in a municipal street lighting improvement district to pay said district’s annual expenses; and

WHEREAS, in accordance with Ariz. Rev. Stat. §§ 42-17101 *et seq.*, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the “Lighting Districts”); and

WHEREAS, on June 11, 2024, the Town Council approved Resolution 2024-1258, adopting statements and estimates of expenses for Fiscal Year 2024/2025 as the tentative budgets for the Lighting Districts; and

WHEREAS, Resolution 2024-1258 also directed the Town Clerk to (i) make the statements and estimates of expenses available for inspection, not later than seven days after the date of Resolution 2024-1258, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statements and estimates of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 25, 2024, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said statements and estimates of expenses and (ii) adopting the tentative budgets as final; and

WHEREAS, on June 25, 2024, the Town Council held a public hearing on the final budgets and proposed tax levies as required by law; and

WHEREAS, the estimates of expenses in the proposed final budget for the Lighting Districts for Fiscal Year 2024/2025 do not exceed the estimates of expenses shown on the published tentative budgets.

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

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

SECTION 2. The statements and estimates of expenses shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby formally adopted

as the official final budgets for the Lighting Districts for Fiscal Year 2024/2025.

SECTION 3. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1263 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 25, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1263

[Statements and Estimate of Expenses]

See the following page.

TOWN OF CHINO VALLEY, ARIZONA

Street Lighting Improvement Districts

Statements and Estimates of Expenses

Fiscal Year - 2024/2025

Co. Dist. No.	Town ID No.	Town ID Name	A	B	C	D	E
			2023/2024 Estimated Actual Expenses	2023/2024 Levy Request	2023/2024 Difference on Expenses vs. Levy	2024/2025 Projected Expenses	2024/2025 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,150	\$ 1,700	\$ (450)	\$ 2,200	\$ 2,200
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 1,050	\$ 1,100	\$ 50	\$ 1,050	\$ 1,050
Total			\$ 4,300	\$ 3,900		\$ 4,350	\$ 4,350



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4
MEETING DATE: 6/25/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute and are approved as the final budget of the District for Fiscal Year 2024/2025.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1264 adopting the Statements and Estimates of Expenses of the Town of Chino Valley Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing was held on June 25, 2024. Staff recommends the approval of Resolution No. 2024-1265. This resolution will adopt the Final Budget for the Town of Chino Valley Del Sol Maintenance Improvement District for Fiscal Year 2024/2025.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute and are approved as the final budget of the District for Fiscal Year 2024/2025.

FISCAL IMPACT?

Approval will create a levy to pay for maintenance within the Del Sol Maintenance Improvement District. The District is accounted for in a separate fund by the Town.

ATTACHMENTS:

1.	RES 2024-1265 - DSMID Final Budget FY 2024-25
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RESOLUTION NO. 2024-1265

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE STATEMENT AND ESTIMATE OF EXPENSES OF THE TOWN OF CHINO VALLEY DEL SOL MAINTENANCE IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024/2025, PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 48-574 and 42-17101, ET SEQ., AS AMENDED.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-574 require the Mayor and Council of the Town of Chino Valley (the "Town Council") to levy taxes upon all property, real and personal, in maintenance improvement districts to pay the annual expenses of such districts; and

WHEREAS, in accordance with Ariz. Rev. Stat. § 42-17101 *et seq.*, the Town Manager prepared and filed with the Town Council the budget estimate for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the Town of Chino Valley Del Sol Maintenance Improvement District (the "District"); and

WHEREAS, on June 11, 2024, the Town Council approved Resolution 2024-1264, adopting the statement and estimate of expenses for Fiscal Year 2024/2025 as the tentative budgets for the District; and

WHEREAS, Resolution 2024-1264 also directed the Town Clerk to (i) make the statement and estimate of expenses available for inspection, not later than seven days after the date of Resolution 2024-1264, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement and estimate of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 25, 2024, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimate, expenses, and tax levies as set forth in said statement and estimate of expenses and (ii) adopting the tentative budgets as final; and

WHEREAS, on June 25, 2024, the Town Council held a public hearing on the final budgets and proposed tax levies as required by law; and

WHEREAS, the estimate of expenses in the proposed final budget for the District for Fiscal Year 2024/2025 do not exceed the estimate of expenses shown on the published tentative budget.

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

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

SECTION 2. The statement and estimate of expenses shown in the schedule attached hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budget for the Town of Chino Valley Del Sol Maintenance District for Fiscal Year

2024/2025.

SECTION 3. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1265 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 25, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1265

[Statement and Estimate of Expenses]

See the following page.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Maintenance Improvement Districts

Statement and Estimate of Expenses

Fiscal Year - 2024/2025

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2023/2024 Estimated Actual Expenses	2023/2024 Levy Request	2023/2024 Difference on Expenses vs. Levy	2024/2025 Projected Expenses	2024/2025 Levy Request
28290	MID- 2022- 001	Chino Valley, Arizona, Del Sol Maintenance Improvement District	\$ -	\$ -	\$ -	\$ 2,600	\$ 2,600
Total			\$ -	\$ -		\$ 2,600	\$ 2,600