1. February 23, 2016 - Town Council - Agenda

   Documents: 2016_02_23_CC_RG_AG.PDF

2. 2-23-16 Council Agenda Packet

   Documents: 2016_02_23_CC_RG_PK_ REDUCED.PDF

3. Town Council - Amended Agenda

   Documents: 2016_02_23_CC_RG_AG_AM.PDF

4. Town Council - Action Taken

   Documents: 2016_02_23_CC_RG_AT.PDF

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, February 23, 2016
6:00 P.M.

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

AGENDA

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

**An invocation will be given at the beginning of the meeting by a member of Council. Persons who do not wish to participate may remain in the lobby during the invocation and will be notified by Town staff when the invocation is finished. The Council will pause briefly to allow those in the lobby to enter before proceeding with the Pledge of Allegiance and the rest of the meeting.*

The invocation is solely the expression of the religious belief of the speaker and is not an endorsement of those beliefs by other Council members or by the Town of Chino Valley. Religion is a personal matter, independent of the function of government. The purpose of the invocation is to solemnize the legislative proceedings of the Council. It is not intended to advance, proselytize, disparage, or denigrate any other religion, belief, or non-belief or to coerce others to participate. No stigma or different treatment of persons who choose to participate or who choose not to participate will be tolerated.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Yavapai College Community Update, presented by Dr. Penny Wills, President. (Jami Lewis, Town Clerk)

b. Presentation of Government Finance Officers Association (GFOA) Budget Award for FY 2015/2016. (Mayor Marley)

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further

consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

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

a. Comments pertaining to the Council Rules of Procedure regarding disturbances in meetings. (Mayor Marley)

b. Comments regarding pumpkin pot pie, the ideal Chino Valley product.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

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

a. Consideration and possible action to adopt Resolution 16-1076 authorizing the Chief of Police to apply for Governor's Office of Highway Safety (GOHS) grants for federal budget year 2017. (Chuck Wynn, Police Chief)

7. ACTION ITEMS

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

a. Consideration and possible action to authorize the Mayor to sign a letter of support for Federal Senate Bill 1895 and House Bill 3345, related to the Downwinders Compensation Act of 2015. (Chris Marley, Mayor)

Recommended Action: Authorize the Mayor to sign the letter of support.

b. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 2550 N. Road 1 East. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-002 for the property located at 2550 N. Road 1 East, including the Landscaping Plan PDR 16-002, encompassing approximately 12.15 acres.

c. Consideration and possible action to approve PDR16-005, a Protected Development Rights Plan (PDR Plan) for the property located at 602 W. Road 1 North, encompassing approximately 20 (19.76) acres. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-005 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-005, for the property encompassing approximately 19.76 acres.

d. Consideration and possible action to approve PDR 16-004, preserving development rights and setting forth a plan of development of a 53-acre parcel located at the southeast corner of State Route 89 and 4 South as described herein and made a part herewith. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-004 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-004, for the property located at the Northeast corner of State Route 89 and East Road 4 South, encompassing approximately 53 acres.

e. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 645 West Road 4 North. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-003 for the property located at 645 West Road 4 North with the additional landscaping requirements as set forth in Landscaping Requirements PDR16-003 , encompassing approximately 12.4 acres.

f. Consideration and possible action to adopt Communications Policy for the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Adopt the Town of Chino Valley's Communications Policy / Social Media Policy effective immediately.

8. EXECUTIVE SESSION

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

a. Consideration and possible action to recess into an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to managing the Chino Valley Shooting Range that is the subject of negotiations.

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 18th day of February, 2016.

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

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

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date:_____ Time:_____ By:_____

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Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. a.**

Meeting Date:	02/23/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Presentation Only
Estimated length of staff presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Yavapai College Community Update, presented by Dr. Penny Wills, President.

RECOMMENDED ACTION:

SITUATION AND ANALYSIS:

Dr. Wills will present a community update regarding Yavapai College.

Fiscal Impact

Attachments

Yavapai College Community Update

YAVAPAI COLLEGE
COMMUNITY UPDATE

FROM THE DESK OF DR. PENNY WILLS

With the thaw of spring, and the rush of returning students, we see the world of higher education changing at a rapid pace.

So as we greet this semester, we are also focusing on ways to position YC for the future. We're already updating and incorporating best practices in evolving areas like developmental education, dual enrollment, career pathways, online courses, and business/industry standards.

Change is constant – and it can be intimidating – but it's easier when you strongly believe in your mission. At YC, our priority is our students. And the faculty and staff base our decisions on what will benefit our students, now and in the future.

Speaking of changes: Our search for a new Vice President for Instruction and Student Development continues to move forward. We hope to conclude the search in March, with a start date for our new Vice President near the end of the semester.

In 2015, Yavapai College embarked on year one of our new five-year strategic plan. This year's action plans focus heavily on strategies to increase student graduation rates and connect graduates to careers in their field of study. The College is also developing action plans to strengthen our marketing, recruiting, and community engagement capabilities. All these activities include measurable goals, so we can track and document our progress.

Keeping up with the pace of change also means expanding our ability to offer transferrable, effective online classes to our students. We've joined the National Council for State Authorization Reciprocity Agreements (SARA), to authorize reciprocity for online classes, so students can seamlessly take courses from Yavapai College.

This is just the tip of the iceberg at YC. As Yavapai County's academic and cultural center, we always have a lot going on and we want to continue improving our communication and outreach to the communities we serve. So please, stay connected! I encourage you to subscribe to our monthly YC e-Newsletter, follow us on social media and check in at yc.edu for the latest news, events and class schedules.

Let's continue the conversation:

If you want to know more about any of our projects at Yavapai College, please reach out. We're always happy to meet with you or your group to answer questions and hear ideas. Just call Karen Jones at 928-776-2307 to invite a Yavapai College rep to one of your meetings.

The Yavapai College
2015-2020 Strategic Plan
is now available.

AROUND OUR DISTRICT

Here's what we're working on as we begin our Spring 2016 semester.

PRESCOTT CAMPUS

The Prescott campus is abuzz with activities and events this spring. The art gallery continues to attract the public with distinguished offerings including the upcoming Spring Faculty Exhibition. Our state-of-the-art library is preparing to celebrate its 40th anniversary as a member of the Federal Depository Library Program (FDLP), which means we offer free access to government library materials. The residence halls are thriving as busy students engage in a safe community where they can develop quality study skills and meet new people.

Prescott Campus Aerial

Building renovations to the Regional Economic Development Center will equip our REDC staff to engage more effectively with local businesses. Onsite improvements at the Osher Lifelong Learning department will make the building more functional for both the staff and our growing number of lifelong learners.

VERDE VALLEY CAMPUS

Yavapai College will continue its collaboration with the University of Arizona at the DK Ranch. If you haven't seen it, the ranch is an ideal setting for hands-on, experiential learning. And YC and the University of Arizona are developing curricula in a variety of areas, including animal science, fisheries, and natural resources and conservation.

Verde Valley Campus

In the coming year, the Verde Valley Campus will partner with local high schools and the Valley Academy for Career and Technical Education to expand opportunities for students seeking skills to enter the workforce.

The Southwest Wine Center tasting room is now open to the public. We proudly offer five types of student-crafted wines for sampling – Viognier, Grenache, Syrah, Merlot and Petite Syrah – and we'd love you to drop by for a taste.

SEDONA CENTER

The Sedona Center is scheduled for renovation in 2016-17. Physical improvements will include exterior painting, roof replacement and more.

Sedona Center Courtyard

On the programming side, the College is conducting focus groups and stakeholder meetings to discuss community needs and refine our offerings at the center. We want to review and improve our credit and non-credit courses, and develop programs that better meet the area's educational and economic priorities.

CAREER & TECHNICAL EDUCATION CENTER (CTEC)

Our Career & Technical Education (CTE) programs continue to attract students from all over the state and even the nation! Drawn by YC's strong 90.5% job placement percentage, Tech Ed programs have become an attractive option for many. By pairing high job placement with career coaching assistance, CTE gives our students a competitive edge in Arizona's job market.

CTE Highlight Programs

Unmanned Aircraft Systems (UAS)

Launched this spring, the Unmanned Aircraft Systems program quickly reached capacity as students are eager to learn about this emerging industry. In the United States, unmanned flight is projected to become a multi-billion dollar, private-sector industry over the next ten years. YC's program is both online and airborne, with flights conducted in FAA-approved airspace at the Chino Valley Agribusiness Center.

Motorcycle Technology

CTEC's popular motorcycle classes are back, with a remodeled building and new instructor: Bill Hamm, of CycleZona. The initial class has filled to capacity for spring, and Bill is excited to teach a curriculum that will include Ultra Terrain Vehicles (UTVs), as well. The UTV industry has exploded in recent years as drivers and tourists gravitate to four-wheel adventure vehicles.

CHINO VALLEY AGRIBUSINESS CENTER

Spring is a very busy time at the Agribusiness Center. Our lineworker students are honing their job skills and prepping their résumés as graduation nears. The greenhouse is humming as horticulture students learn entrepreneurial skills by growing, harvesting, and selling produce at the Prescott Farmers Market and the upcoming Spring Plant Sale. Our aquaculture students are redesigning and installing new tanks in their fisheries lab, and our equine program is working with the Yavapai Humane Society to integrate the new CV Equine Rescue Center into its offerings. Keep up the great work, Chino Valley!

Chino Valley Center Greenhouse

PRESCOTT VALLEY CENTER

The Prescott Valley Center has realigned its staff to provide more streamlined and efficient student services. The Emergency Management and Fire Science (FSC) degree programs have enhanced their partnership with Central Yavapai Fire District; and the Firefighter Certification Academy has moved into the center, providing better classroom facilities for its students. FSC has also increased its marketing initiatives to expand its student base.

Prescott Valley Center

REGIONAL ECONOMIC DEVELOPMENT CENTER (REDC)

The REDC has expanded capacity to include Career Coaches and Adult Basic Education, areas that utilize economic and labor research to both train and place individuals.

The Center also unveiled a new Employment Services webpage that will serve as a portal for students to connect with jobs. The site's interactive features include online bulletin boards where employers can place inquiries and list opportunities for internships and apprenticeships.

REDC Employment Services

EVENTS AT THE PAC AND ON THE VERDE

This spring, the Performing Arts Center's popular YCPAC Presents series includes renowned performers like Brian Regan (Feb. 28), the Women of Ireland (March 21), Jackson Browne (May 9) and Alton Brown (May 14). We're also looking forward to the upcoming art gallery exhibition, "Issues in Print: Published Works by Brian Stauffer."

In addition to great live acts, both the Verde and Prescott campuses offer satellite broadcasts of productions from the New York Metropolitan Opera, Moscow's Bolshoi Ballet and the National Theatre in London. Find out more by visiting the PAC's website: www.ycpac.com.

In other news, the Music Department announced its spring musical, "The Music Man," at the Yavapai College Performing Arts Center, March 17-20.

Brian Regan in Concert

FINANCIAL AID / RECRUITING

In this day and age, with education so critical in the job market, too many students never reach college because they lack the funds. That's why YC's Financial Aid Office and Student Development Division seek to assist every high school senior in the county. Our Early College Days events, held this spring at the Prescott and Verde campuses, offer assessments, tours, and college readiness briefings to an estimated 1,000 Yavapai County high school students. We are increasing early recruiting efforts as well, with more than 700 tours scheduled for middle and elementary school students.

We continue to expand our academic advising in Yavapai County high schools, with one-on-one services available at Mingus, Camp Verde, Sedona, BMHS, Bagdad, Ashfork, Mayer, Tri-City Prep, Chino Valley and AAEC, and group advising and program presentations at Prescott High School.

High School Tours

ATHLETICS

In 2015, YC placed 44 student athletes on the Athletic Director's Honor Roll (3.0 GPA or higher), the baseball team competed in the NJCAA World Series; the Roughrider volleyball squad advanced to the NJCAA National Championship for the first time in YC history; and the soccer team won their 27th ACCAC Championship. Congratulations to all our athletes!

On deck for spring: YC's baseball and softball teams. The first softball home game and conference doubleheader of the season will be Tuesday, February 2, against Paradise Valley Community College. Baseball's home opener is on Monday, February 15, against Salt Lake Community College. We encourage everyone to support our Roughriders!

IN CLOSING

I hope this brings you up-to-speed on YC's Spring 2016 plans. And I'd like to leave you with a small infographic (below) that reminds us why Yavapai College is the best place to receive a high-quality education through both credit and non-credit programming.

As always, if there's anything you'd like to know more about, please call Karen Jones at (928) 776-2307. We look forward to hearing from you.

Dr. Penny Wills
President
Yavapai College

YC By the Numbers

1,510	**Number of YC degrees and certificates awarded in the 2014-2015 academic year**
No. 1	**Arizona ranking of Yavapai College for its overall affordable online offerings and the affordability of its online Paralegal Studies program**
24	**Percent of YC full-time faculty members who have Ph.Ds vs. national community college average of 13 percent.**
90.5	**Average job placement percentage/rate of graduates/ completers of Yavapai College tech ed programs (Aviation, Diesel, Electrical & Instrumentation, etc.)**
82	**Percent of Yavapai County residents who agree with the statement, "YC makes Yavapai County a better place to learn, to work and to live."**
3.29	**Cumulative GPA of YC students who transferred to universities like U of A, ASU & NAU, ranking them in the 90th percentile of all community college transfer students nationwide**
5-star	**Quality rating of Yavapai College's Del E. Webb Family Enrichment Center (FEC), the only center in Northern AZ to attain the highest rating from Quality First (QF)**

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. b.**

Meeting Date:	02/23/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Estimated length of Staff Presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Presentation of Government Finance Officers Association (GFOA) Budget Award for FY 2015/2016. (Mayor Marley)

SITUATION & ANALYSIS:

Mayor Marley will present the GFOA Budget Award to the Town's Finance Department: Finance Director Joe Duffy, Senior Accountant Cindy Sandlin, and Accounting Technician Kat Lordi.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date:	02/23/2016
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 16-1076 authorizing the Chief of Police to apply for Governor's Office of Highway Safety (GOHS) grants for federal budget year 2017.

RECOMMENDED ACTION:

Adopt Resolution No. 16-1076 authorizing the Chief of Police to apply for Governors' Office of Highway Safety (GOHS) grants for federal budget year 2017.

SITUATION AND ANALYSIS:

Issue Statement

GOHS opened up the 2017 grant cycle on February 8th, 2016, for federal budget year 2017, beginning October, 2016. Grant submissions are due by February 29, 2016, and the Police Department is currently drafting those grants to be completed in time for submission. This resolution will authorize the Chief of Police to submit grant applications. If accepted by the State, the Chino Valley Police Department will bring the grant applications back to Council for approval and final acceptance.

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

This allows the Police Department apply for grants through the Governor's Office of Highway Safety (GOHS).

Findings of Fact

N/A

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code: 07-60-5442
Available:
Funding Source:
The Grant requires no Town Match. The Funds will be accounted for in the Grant Fund.

Attachments

Resolution 16-1076

RESOLUTION NO. 16-1076

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2017 HIGHWAY SAFETY PLAN;

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Town of Chino Valley, through the Chino Valley Police Department is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that

1. Approval of the submission of projects for consideration in Arizona's 2017 Highway Safety Plan is granted.

2. Charles Wynn, Chief of Police is appointed agent for the Town of Chino Valley, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grants.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that 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 23rd day of February, 2016.

_____

Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L. N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1076 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on February 23, 2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:
1. _____
2. _____
3. _____

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date:	02/23/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Mayor to sign a letter of support for Federal Senate Bill 1895 and House Bill 3345, related to the Downwinders Compensation Act of 2015.

RECOMMENDED ACTION:

Authorize the Mayor to sign the letter of support.

SITUATION AND ANALYSIS:

Issue Statement

The Radiation Exposure Compensation Act (RECA), enacted in 1990, provides compensation to individuals, commonly referred to as "downwinders," who contracted certain cancers and diseases attributed to radiation exposure from nuclear weapons testing during the 1940s through the 1960s.

Sherrie Hanna, a Yavapai County resident has requested that the Town sign a letter of support for Senate Bill 1895 and House Bill 3345, which will amend the Radiation Exposure Screening and Education Program, to correct boundary flaws that prevent otherwise eligible individuals, including those in Mohave County, AZ, from receiving compensation under the Act.

The Yavapai County Board of Supervisors adopted a Resolution and letter of support last year, and now other local entities are being asked to participate. Ms. Hanna will be present to show a 5-minute video about the matter and answer questions.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Attachments

Downwinders Letter of Support
H.R.3345
S. 1895
Yavapai County Resolution, June 2015
Yavapai County Letter of Support, September 2015
Lake Havasu City Resolution, September 2015

MAYOR CHRIS MARLEY
202 N. State Route 89
Chino Valley, AZ 86323

P: (928) 379-0481
F: (928) 636-2144
cmarley@chinoaz.net

February 23, 2016

RE: Letter of Support for Downwinders Bills

To whom it may concern:

The Chino Valley Town Council wishes to express its support for Senator McCain's Senate Bill 1895 and Congressman Gosar's House Bill 3345, to amend the Radiation Exposure and Screening Program to include all of Mohave County, Arizona.

Sincerely,

Chris Marley, Mayor
Town of Chino Valley

CM/jcl

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

I

114TH CONGRESS
1ST SESSION

H. R. 3345

To amend the Radiation Exposure Compensation Act for purposes of making claims under such Act based on exposure to atmospheric nuclear testing, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JULY 29, 2015

Mr. GOSAR (for himself, Mrs. KIRKPATRICK, Mr. FRANKS of Arizona, Mr. AMODEI, and Ms. SINEMA) introduced the following bill; which was referred to the Committee on Ways and Means, and in addition to the Committee on the Judiciary, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

---

A BILL

To amend the Radiation Exposure Compensation Act for purposes of making claims under such Act based on exposure to atmospheric nuclear testing, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Downwinders Compensation Act of 2015".

SEC. 2. INCLUSION UNDER THE RADIATION EXPOSURE COMPENSATION ACT.

Section 4(b)(1) of the Radiation Exposure Compensation Act (42 U.S.C. 2210 note; Public Law 101–426) is amended—

(1) in subparagraph (B)—

(A) by striking ''that portion of''; and

(B) by striking ''that consists of townships 13 through 16 at ranges 63 through 71''; and

(2) in subparagraph (C), by inserting ''all acreage in any county all or part of which is located in'' before ''that part''.

SEC. 3. DENIAL OF CHARITABLE DEDUCTION FOR CONTRIBUTIONS THAT HAVE A PREREQUISITE FOR PURCHASING TICKETS TO A COLLEGE SPORTING EVENT.

(a) IN GENERAL.—Section 170(f) of the Internal Revenue Code of 1986 is amended by adding at the end the following:

''(1) CONTRIBUTIONS THAT HAVE A PREREQUISITE FOR PURCHASING TICKETS TO A COLLEGE SPORTING EVENT.—No deduction shall be allowed under subsection (a) for any contribution that has a prerequisite for purchasing tickets to a college sporting event.''.

(b) EFFECTIVE DATE.—The amendment made by subsection (a) shall apply to contributions made after the date of the enactment of this Act in taxable years ending after the date of the enactment of this Act.

○

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

II

114TH CONGRESS
1ST SESSION

S. 1895

To amend the Radiation Exposure Compensation Act for purposes of making claims under such Act based on exposure to atmospheric nuclear testing.

IN THE SENATE OF THE UNITED STATES

JULY 29, 2015

Mr. MCCAIN introduced the following bill; which was read twice and referred to the Committee on the Judiciary

---

A BILL

To amend the Radiation Exposure Compensation Act for purposes of making claims under such Act based on exposure to atmospheric nuclear testing.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Downwinders Compensation Act of 2015''.

SEC. 2. INCLUSION UNDER THE RADIATION EXPOSURE COMPENSATION ACT.

Section 4(b)(1) of the Radiation Exposure Compensation Act (42 U.S.C. 2210 note; Public Law 101–426) is amended—

(1) in subparagraph (B)—

(A) by striking ''that portion of''; and

(B) by striking ''that consists of townships 13 through 16 at ranges 63 through 71''; and

(2) in subparagraph (C), by inserting ''all acreage in any county all or part of which is located in'' before ''that part''.

○

YAVAPAI COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 1905

A RESOLUTION RECOGNIZING JANUARY 27, 2015 AS A NATIONAL DAY OF REMEMBRANCE FOR AMERICAN DOWNWINDERS AND STRONGLY URGING AN AMENDMENT TO THE RADIATION EXPOSURE SCREENING AND EDUCATION PROGRAM

WHEREAS, the Board of Supervisors met in Regular Session this 1st day of June 2015; and

WHEREAS, Yavapai County hereby recognizes January 27, 2015 as a National Day of Remembrance for American Downwinders; and

WHEREAS, on January 27, 1951, the first of years of nuclear weapons tests was conducted at a site known as the Nevada Proving Grounds, located approximately 65 miles northwest of Las Vegas, Nevada; and

WHEREAS, the Atomic Energy Commission assured people living near test sites that testing would not occur without adequate assurance of public safety; and

WHEREAS, many Yavapai County residents worked and lived downwind from nuclear testing sites and were adversely affected by the radiation exposure generated by the above ground nuclear weapons testing that occurred in Nevada; and

WHEREAS, with the implementation and subsequent amendments to the Radiation Exposure Screening and Education Program; and

NOW, THEREFORE, BE IT RESOLVED that the County of Yavapai does hereby urge our Congressional Delegation to develop legislation that would amend the Radiation Exposure Screening and Education Program to provide for the addition of all of Mohave County.

Approved and Adopted by the Yavapai County Board of Supervisors this 1st day of June 2015.

/s/ Craig L. Brown
Craig L. Brown, Chairman

ATTEST:

/s/ Ana Wayman-Trujillo
Ana Wayman-Trujillo, Clerk of the Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS:

/s/ Jack Fields
Jack Fields
Deputy County Attorney

YAVAPAI COUNTY BOARD OF SUPERVISORS

CRAIG L. BROWN –Chairman
District 4
web.bos.district4@yavapai.us

A.G. "CHIP" DAVIS –Vice Chairman
District 3
web.bos.district3@yavapai.us

ROWLE P. SIMMONS – Member
District 1
web.bos.district1@yavapai.us

THOMAS THURMAN – Member
District 2
web.bos.district2@yavapai.us

JACK R. SMITH – Member
District 5
web.bos.district5@yavapai.us

1015 FAIR STREET
PRESCOTT, ARIZONA 86305
PHONE: (928) 771-3200
FAX: (928) 771-3257
TDD: (928) 771-3530
www.yavapai.us

PHIL BOURDON
County Administrator
phil.bourdon@yavapai.us

JACK FIELDS
Assistant County Administrator
Deputy County Attorney
jack.fields@yavapai.us

ANA WAYMAN-TRUJILLO
Clerk of the Board/
Special Districts Coordinator
ana.wayman-trujillo@yavapai.us

Date: September 8, 2015

RE: Letter of Support for Proposed Downwinders Bills

To whom it may concern:

On June 1, 2015, the Yavapai County Board of Supervisors approved Resolution 1905, recognizing January 27, 2015 as a National Day of Remembrance for American Downwinders. The Resolution strongly urged an amendment to the Radiation Exposure Screening and Education Program.

.

Therefore, the Yavapai County Board of Supervisors supports both of the proposed Downwinders bills: Senate Bill 1895 and House Bill 3345.

Sincerely,

Craig L. Brown, Chairman

A.G. "Chip" Davis, Vice Chairman

Rowle P. Simmons

Thomas Thurman

Jack R. Smith

cc: via email
Congressman Paul Gosar
Senator John McCain
Mohave County Board of Supervisors

•

RESOLUTION NO. 15-2986

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA, SUPPORTING CONGRESSMAN GOSAR AND SENATOR MCCAIN'S BIPARTISAN BILLS TO ENSURE JUSTICE FOR DOWNWINDERS EXPOSED TO GOVERNMENT RADIATION TESTING

RECITALS: During the 1940s through the 1960s, the United States government conducted nearly 200 atmospheric weapons development tests as part of our nation's Cold War security strategy. In 1951, nuclear weapons testing began at a site known as the Nevada Proving Grounds, located approximately 65 miles northwest of Las Vegas. In 1990, Congress passed the Radiation Exposure Compensation Act ("RECA") to compensate individuals – commonly referred to as "Downwinders" - who contracted certain cancers and diseases attributed to radiation exposure from nuclear weapons testing.

There are boundary flaws with RECA that prevent otherwise eligible individuals that reside in counties in close proximity to testing grounds from receiving compensation for no logical reason– including individuals in Mohave County, Arizona.

Congressman Gosar's Bill H.R. 3345 and Senator McCain's Bill S. 1895 propose to Amend RECA to expand the eligibility boundaries.

IT IS RESOLVED that the Mayor and City Council of Lake Havasu City, Arizona, support Congressman Gosar and Senator McCain's Bipartisan Bills to ensure justice for downwinders exposed to government radiation testing.

PASSED AND ADOPTED by the City Council of Lake Havasu City, Arizona, on September 8, 2015.

APPROVED:
Mark S. Nexsen, Mayor

ATTEST:
Kelly Williams, City Clerk

APPROVED AS TO FORM:

REVIEWED BY:
Kelly Garry, City Attorney
Charlie Cassens, City Manager

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date:	02/23/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	2550 N. Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 2550 N. Road 1 East.

RECOMMENDED ACTION:

Because the PDR Plan as submitted meets the requirements set forth in ARS §9-1202 and will ensure the landowner(s)' right to develop the subject property as described in the plan for a period of five (5) years, staff recommends approval of the PDR Plan with the additional landscaping requirements as set forth in the Landscaping Requirements PDR 16-002 attached hereto and made a part herewith.
MOTION: I move that we approve PDR Plan 16-002 for the property located at 2550 N. Road 1 East, including the Landscaping Plan PDR 16-002 attached hereto and made a part herewith, encompassing approximately 12.15 acres as described herein.

SITUATION AND ANALYSIS:

Issue Statement

On January 26, 2016, the Town Council approved Ordinance No. 16-811, amending the Unified Development Ordinance (UDO) to allow the cultivation of Medical Marijuana only in the I (Industrial) zoning district. Prior to the effective date of the amendments (February 26, 2016), medical marijuana cultivation is permitted in several other zoning districts, either by right or with a conditional use permit. There are owners of existing facilities in these zoning districts whose planned expansions will not be permitted when the amendments become effective. Through the approval of a Protected Development Rights Plan ("PDR Plan" or "Plan") owners of land currently zoned for cultivation of medical marijuana will preserve their right to expand.

Summary of Issues and Staff Rationale

ARS §9-1201 et seq. establish the Protected Development Right Plan (PDR Plan), specific requirements for the plans, and length of term of approval, among other things. The purpose of a PDR plan is to grant landowners the right to develop a specific property in the manner set forth in the plan, as long as the development occurs within a specific period of time. To establish this right, the plan must be approved by the legislative body (after meeting the requirements set forth in the statute). The application of

recent amendments to the UDO regarding Medical Marijuana cultivation facilities will change several existing or under construction medical marijuana cultivation facilities into legal, non-conforming uses that, among other things, cannot be expanded or intensified. In other words, upon the effective date of Ordinance 16-811, those with existing medical marijuana facilities will not be able to increase the size of the facility beyond its footprint on February 25, 2016. Landowners have made significant financial investments in these facilities; implementation and approval of the PDR Plan will preserve the right to expand these existing uses for a minimum of five (5) years for phased plans. Additionally, approving a PDR Plan for these properties will provide the owners/developers reasonable certainty, stability, and fairness in the development process and secure the reasonable investment backed expectations of the landowner.

The PDR Plan does not entitle the applicant to a building permit. The plan confers on the landowner the right to undertake and complete the development and use of the property under the terms and conditions of, and as shown on the PDR. An approved plan is valid for three (3) years for a non-phased development and five (5) years for a phased plan; the approval can be extended for an additional two (2) years at the discretion of the municipality; the rights afforded by approval are attached to and run with the land.

The applicant, Kenneth Mohn Architect, acting on behalf of Chino Valley Farms, submitted a complete application, project narrative, and PDR Plan on or about January 25, 2016. The Plan encompasses approximately 12.5 acres to be developed in three (3) phases. As each phase develops, more detailed site plans may be required. Phase 1 will expand cultivation of medical marijuana to two (2) additional existing greenhouses of approximately 4,000 sf each (3,936 sf). Phases 2 and 3 propose the construction of one additional 99,360 sf greenhouse per phase; Phase 2 is located behind the existing greenhouses, while Phase 3 is located on APN's 306-14-001N and 306-14-046 and proposes one (1) 99,360 sf greenhouse.

Findings of Fact

Staff has reviewed the PDR Plan and finds that it meets the requirements as set forth in ARS §9-1202, including the identification of the proposed uses. Staff finds that approval of the Plan that "granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner." (ARS §9-1202 (F)). Staff finds that the plan as submitted constitutes a phased plan and should be approved for the period of five (5) years, as requested.

Fiscal Impact

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

Attachments

Chino Valley Farms Site Plan PDR 16-002
Chino Valley Farms legal description 1_2
Chino Valley Farms legal description 2_2
PDR 16-002 Narrative

RECEIVED

PROJECT INFORMATION
THE SITE AREA STATS VEGETABLE FARM AND MED CALMARJUANA GREEN HOUSE FACILITY
IN THE FOLLOWING PHASES AS ALLOWED NEW CONSTRUCTION PHASES FOR MED CALMARJUANA
PHASE 1 CONVERTING EXISTING VEGETABLE GREEN HOUSES TO MED CALMARJUANA
PHASE 2 CONVERTING AREA GREEN HOUSES FOR MED CALMARJUANA
PHASE 3 CONVERTING AREA GREEN HOUSES FOR MED CALMARJUANA

OWNER
MICHAEL & KATHLEEN COCKRAN-MASSE
2550 N. ROAD 1 EAST
CHINO VALLEY, AZ 86323
86323

PROJECT
CHINO VALLEY FARMS MED CALMARJUANA GREEN HOUSE ADDITIONS
2550 N. ROAD 1 EAST
CHINO VALLEY, AZ 86323
86323

ADDRESS
APN: 109-14-003L 2550 N ROAD 1 EAST AREA 2.13 ACRES
APN: 109-14-003N NO ADDRESS EAST AREA 2.14 ACRES
APN: 109-14-004 2570 N ROAD 1 EAST AREA 4.11 ACRES

LOT AREA 10.18 ACRES 443,584 SQUARE FEET

BUILDING AREA
EXISTING VEGETABLE GREEN HOUSES 20,100 SF
EXISTING MED CALMARJUANA GREEN HOUSES 20,100 SF

PHASE 1 MED CALMARJUANA GREEN HOUSES
CONVERTED EXISTING VEGETABLE GREEN HOUSES
TO MED CALMARJUANA 19,972 SF

PHASE 2 MED CALMARJUANA GREEN HOUSE AREA 99,360 SF

PHASE 3 MED CALMARJUANA GREEN HOUSE AREA 99,360 SF

SETBACKS
FRONT 30
SIDE 10 FEET*
SIDE 10 FEET*
REAR 10 FEET*
BUILDING HEIGHT 30 FEET*
LOT COVERAGE MAX NONE

NOTE:
SEE AREA STATS

LOCATION MAP

Site Plan
1" = 50'-0"

KMA

Kenneth Mohr Architect
3815 West Rosemonter Drive
Chino Valley, Arizona 86323
kmohrarch@cableone.net
Office 928-777-0833

Chino Valley Farms
Medical Marijuana Green Houses
2550 N. Road 1 East, Chino Valley

No	Description	Date

Site Plan

Drawn by: KMA
Date: 01-20-15
Checked by: KMA
Project No.:

A0

B: 4761 P: 490 2010-4412126 WD
eRecorded in Yavapai County, AZ Page 1 of 4
Page 33 of 127
Ana Wayman-Trujillo Recorder 08/31/2010 02:46:11 PM
FIRST AMERICAN TITLE - PRESCOTT MAIN Fees: $15.00

Recording Requested by:
First American Title Insurance Company

When recorded mail to:
Michael O'Connor-Masse and Kathleen O'Connor-Masse
2572 N. Rd 1 East
Chino Valley, AZ 86323

WARRANTY DEED

Escrow No. **250-5316606 (slb)**

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Jim L. McKaskle and Charmaine McKaskle,husband and wife, the GRANTOR does hereby convey to

Michael O'Connor-Masse and Kathleen O'Connor-Masse, husband and wife, the GRANTEE

The following described real property situate in **Yavapai** County, **Arizona** with the title being conveyed to the grantee as set forth in the attached acceptance by the grantee:

See Exhibit "A" Attached hereto and made a part hereof

Subject To: Existing taxes, assessments, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters set forth above.

DATED: July 13, 2010

SEE ACCEPTANCE ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

Jim L. McKaskle

Charmaine B. McKaskle

UnOfficial Copy

File No.: **250-5316606 (slb)** Warranty Deed - continued
A.P.N.: **306-14-046 7**

STATE OF Arizona)
)ss.
County of Yavapai)

On August 27, 2010, before me, the undersigned Notary Public, personally appeared **Jim L. McKaskle**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 6/4/2014 Notary Public

OFFICIAL SEAL
PAULA C. CARLAFTES
NOTARY PUBLIC - State of Arizona
YAVAPAI COUNTY
My Comm. Expires June 4, 2014

STATE OF AZ)
)ss.
County of Yavapai)

On Aug 27, 2010, before me, the undersigned Notary Public, personally appeared **Charmaine McKaskle**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 6/4/2014 Notary Public

OFFICIAL SEAL
PAULA C. CARLAFTES
NOTARY PUBLIC - State of Arizona
YAVAPAI COUNTY
My Comm. Expires June 4, 2014

UnOfficial Copy

File No.: **250-5316606 (slb)** Warranty Deed - continued
A.P.N.: **306-14-046 7**

ACCEPTANCE OF JOINT TENANCY

This Acceptance is to be attached to: Warranty Deed dated **July 13, 2010** by and between **Jim L. McKaskle and Charmaine B. McKaskle** and **Michael O'Connor-Masse and Kathleen O'Connor-Masse**.

That each of the undersigned individually and jointly as such Grantees hereby declare that it is their intention to accept such conveyance as joint tenants with right of survivorship and not as a community property estate and not as tenants in common, and to acquire any interest in said real property under said deed as joint tenants with right of survivorship, and not as a community property estate and not as tenants in common.

That by the execution and delivery to the Escrow Agent of this "Acceptance of Joint Tenancy" the undersigned intend to evidence their acceptance of said deed as joint tenants, and hereby direct and authorize the Escrow Agent to attach this "Acceptance of Joint Tenancy" to such deed upon its execution and delivery and to record this "Acceptance of Joint Tenancy" together with such deed.

Date: **July 13, 2010**

Michael O'Connor-Masse

Kathleen O'Connor-Masse

STATE OF **AZ**)
)ss.
County of Yavapai)

On August 27, 2010, before me, the undersigned Notary Public, personally appeared **Michael O'Connor-Masse and Kathleen O'Connor-Masse**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:
6/4/2014

OFFICIAL SEAL
PAULA C. CARLAFTES
NOTARY PUBLIC - State of Arizona
YAVAPAI COUNTY
My Comm. Expires June 4, 2014

UnOfficial Copy

No. 250-5316606

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 0 DEGREES 20 MINUTES 56 SECONDS WEST, 508.69 FEET ALONG THE EAST LINE OF SAID SECTION 10;

THENCE SOUTH 88 DEGREES 09 MINUTES WEST, 258.98 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 56 SECONDS EAST, 501.04 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 50 MINUTES 36 SECONDS EAST, 258.90 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST, 258.90 FEET ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 10 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST, 299.27 FEET ALONG SAID MID-SECTION LINE;

THENCE NORTH 0 DEGREES 15 MINUTES 36 SECONDS EAST, 501.06 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 36 SECONDS EAST, 293.95 FEET;

THENCE SOUTH 0 DEGREES 20 MINUTES 56 SECONDS EAST, 501.04 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION WHICH IS CONVEYED IN DEED RECORDED ON SEPTEMBER 13, 1996 AS BOOK 3277 OF OFFICIAL RECORDS, PAGE 722.

PARCEL 3:

AN INTEREST IN A WELL SITE AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1088 OF OFFICIAL RECORDS, PAGE 931.

UnOfficial Copy

B: 4921 P: 42 11/27/2012 11:29:51 AM DOT
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $16.00
YAVAPAI TITLE AGENCY INC 2012-0067298

B: 4921 P: 42 11/27/2012 11:29:51 AM DOT
$16.00 Page: 1 of 11 2012-0067298

Unofficial Copy

RECORDATION REQUESTED BY:
Country Bank
Gail Gardner Branch
1275 Gail Gardner Way
Prescott, AZ 86301

WHEN RECORDED MAIL TO:
Country Bank
107 E Willis Street
Prescott, AZ 86301

SEND TAX NOTICES TO:
Michael O'Connor-Masse
Kathleen O'Connor-Masse
2572 N. Road 1 East
Chino Valley, AZ 86323

FOR RECORDER'S USE ONLY

03018477

DEED OF TRUST

THIS DEED OF TRUST is dated November 16, 2012, among Michael O'Connor-Masse and Kathleen O'Connor-Masse, husband and wife, as Joint Tenants, with right of survivorship, whose address is 2572 N. Road 1 East, Chino Valley, AZ 86323 ("Trustor"); Country Bank, chartered in the United States of America under the laws of the State of Arizona, whose address is Gail Gardner Branch, 1275 Gail Gardner Way, Prescott, AZ 86301 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Country Bank, organized or registered in the United States of America under the laws of the State of Arizona, whose address is 107 E. Willis Street, Prescott, AZ 86301 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Yavapai County, State of Arizona:**

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2572 N. Road 1 East, Chino Valley, AZ 86323. The Real Property tax identification number is 306-14-029J.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN

AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Beneficiary, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, and all costs of correcting a condition or violation shall be payable to Beneficiary by Trustor as provided in the Expenditures by Lender section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the

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Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Arizona law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation sales or use taxes in any state, local privilege or excise taxes based on gross revenues, special taxes, charges (including water and sewer), fines and impositions levied against Trustor or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor for any such taxes or assessments in advance of payment. In no event does exercise or non-exercise by Beneficiary of this right relieve Trustor from Trustor's obligation under this Deed of Trust or impose any liability whatsoever on Beneficiary.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $1,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Trustor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon

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satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

LENDER'S EXPENDITURES. If Trustor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Trustor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default and shall be exercisable by Lender to the extent permitted by applicable law. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender, or have otherwise been previously disclosed to and accepted by Lender in writing in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

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Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Trustor will be in default under this Deed of Trust if any of the following happen: (A) Trustor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Trustor's income, assets, liabilities, or any other aspects of Trustor's financial condition. (B) Trustor does not meet the repayment terms of the Credit Agreement. (C) Trustor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

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Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Trustor's obligations under this Deed of Trust, after Trustor's failure to do so, that decision by Lender will not affect Lender's right to declare Trustor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings. Trustor expressly waives, to the extent permitted by Arizona law, all of Trustor's rights under Sections 33-814 and 33-729 of the Arizona Revised Statutes, including without limitation, any right to a fair market value hearing or action to determine a deficiency judgment after a foreclosure sale of the Real Property, including any land and improvements.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Policies. Lender shall have the right upon an Event of Default, but not the obligation, to assign all of Trustor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Trustor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law.

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However, Trustor will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Trustor's default. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Yavapai County, State of Arizona. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration. Trustor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to

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be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Arizona.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Yavapai County, State of Arizona.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arizona as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Country Bank, and its successors and assigns.

Borrower. The word "Borrower" means Michael O'Connor-Masse and Kathleen O'Connor-Masse and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated November 16, 2012, **with credit limit of $150,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous

Unofficial Copy

Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Country Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Country Bank, whose address is 107 E. Willis Street, Prescott, AZ 86301 and any substitute or successor trustees.

Trustor. The word "Trustor" means Michael O'Connor-Masse and Kathleen O'Connor-Masse.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

X _____
Michael O'Connor-Masse

X _____
Kathleen O'Connor-Masse

Unofficial Copy

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona)
) SS
COUNTY OF Yavapai)

On this day before me, the undersigned Notary Public, personally appeared **Michael O'Connor-Masse,** to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of November, 20 12.

By Meisha Barber Residing at

Notary Public in and for the State of Arizona

My commission expires 11/29/15

Meisha Barber
Notary Public - Arizona
Yavapai County
My Commission Expires
November 29, 2015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona)
) SS
COUNTY OF Yavapai)

On this day before me, the undersigned Notary Public, personally appeared **Kathleen O'Connor-Masse,** to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of November, 20 12.

By Meisha Barber Residing at

Notary Public in and for the State of Arizona

My commission expires 11/29/12

Meisha Barber
Notary Public - Arizona
Yavapai County
My Commission Expires
November 29, 2015

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Credit Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

Unofficial Copy

Exhibit A

All that portion of the Southeast quarter of the Northeast quarter of Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East quarter corner of Section 10;

Thence North 00 Degrees, 20 Minutes, 56 Seconds West, 508.69 feet, along the Section line, to a found one-half inch rebar;

Thence South 88 Degrees, 09 Minutes, 14 Seconds West, 25.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 88 Degrees, 09 Minutes, 14 Seconds West, 234.11 feet to a found one- half inch rebar;

Thence South 89 Degrees, 54 Minutes, 31 Seconds West, 294.40 feet to a found one-half inch rebar;

Thence North 89 Degrees, 05 Minutes, 28 Seconds West, 543.05 feet to a found one-half inch rebar;

Thence North 02 Degrees, 35 Minutes, 06 Seconds East, 314.24 feet;

Thence North 02 Degrees, 32 Minutes, 26 Seconds East, 125.88 feet;

Thence North 89 Degrees, 53 Minutes, 18 Seconds East, 692.94 feet to a point on the West line of Parcel 306-14-022A, as shown on Record of Survey, recorded in Book 43 of Land Surveys, Page 92, records of Yavapai County, Arizona;

Thence South 02 Degrees, 36 Minutes, 28 Seconds West, along said West line, 125.88 feet to the Southwest corner of said Parcel 306-14-022A;

Thence North 89 Degrees, 51 Minutes, 52 Seconds East (basis of bearings for this legal description), 362.47 feet to a point on the Easterly right-of-way line of Road 1 East;

Thence South 00 Degrees, 20 Minutes, 56 Seconds East, along said Easterly right-of-way line, 316.74 feet to the TRUE POINT OF BEGINNING.

EXCEPT all coal, oil, gas and other minerals as reserved from said land.

EXCEPTING THEREFROM the following:

Parcel "A", according to the Record of Survey recorded in Book 141 of Land Surveys, Page 20, records of Yavapai County, Arizona, located within Section 10, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

x _____ x _____

Michael O'Connor-Masse Kathleen O'Connor-Masse

Unofficial Copy

Kenneth Mohn Architect
3915 West Roadrunner Drive
Chino Valley, Arizona 86323-4691
Office: 928-710-5530

RECEIVED
JUL 0 - 2010
TOWN OF CHINO VALLEY
ENGINEERING DEPT.

RECEIVED
JAN 25 2016
By

January 25, 2016

Protected Development Rights Plan

Ruth Mayday and James Gardner
Town of Chino Valley
1020 West Palomino Road
Chino Valley, Arizona
86323

Name
Michael & Kathleen O'Connor-Masse
2572 North Road 1 East
Chino Valley, Arizona 86323

RE: Chino Valley Farms
2550 North Road 1 East
Chino Valley, Arizona 86323

Project information
This is an existing vegetable farm and medical marijuana green house facility.
In the future, there will be 2 new construction phases for medical marijuana.
Phase 1: Convert 2 existing vegetable green houses to medical marijuana
Phase 2: Construct a new green house for medical marijuana
Phase 3: Construct a new green house for medical marijuana
Address: 2550 North Road 1 East

Address:

APN:	306-14-0291	2550 NRD1E	Zone CL	Area 6.05 acres
APN:	306-14-001n	no address	Zone AR5	Area 2 acres
APN:	306-14-046	2514 NRD1E	Zone CL	Area 4.1 Acres

Lot area; 12.15 acres, 529,254 square feet

Building data

Existing vegetable green houses:	20,396 sf
Existing medical marijuana green houses:	28,128 sf

Phase 1 medical marijuana green houses
Convert existing vegetable green houses
To medical marijuana: 7,872 sf

Phase 2 medical marijuana green house new: 99,360 sf

Phase 3 medical marijuana green house new: 99,360 sf

Setbacks

Front:	30'
Side:	10 feet
Rear:	10 feet
Building height:	50 feet
Lot coverage max:	None.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

To: Mayor & Council
From: Ruth Mayday, Development Services Director
Re: Chino Valley Farms
Date: 2/18/2016

In advance of next Tuesday's meeting, I wanted to provide you with additional information regarding this specific project.

This Protected Development Rights Plan (PDR Plan) consists of three (3) parcels of land that encompass 12 acres =/-. Of the 12 acres, the applicant is requesting to protect the right to develop medical marijuana uses on a portion of parcels 306-14029 J, 306-14-001N, and 306-14-046. This plan calls for the conversion of existing greenhouses from cultivation of vegetables to medical marijuana, and an additional 5 acres +/- of MMJ cultivation as Phases 2 and 3.

Commercial development is subject to the site development standards set forth in the UDO. These regulate the manner and placement of signage, exterior lighting, landscape, and so forth; the applicant is required to illustrate compliance with development standards on the Site Plan that is a part of the building permit application and approval. For a permitted use, staff cannot require improvements or site development standards in excess of what is required by code, unless the applicant is also requesting a Planned Area Development (PAD) overlay.

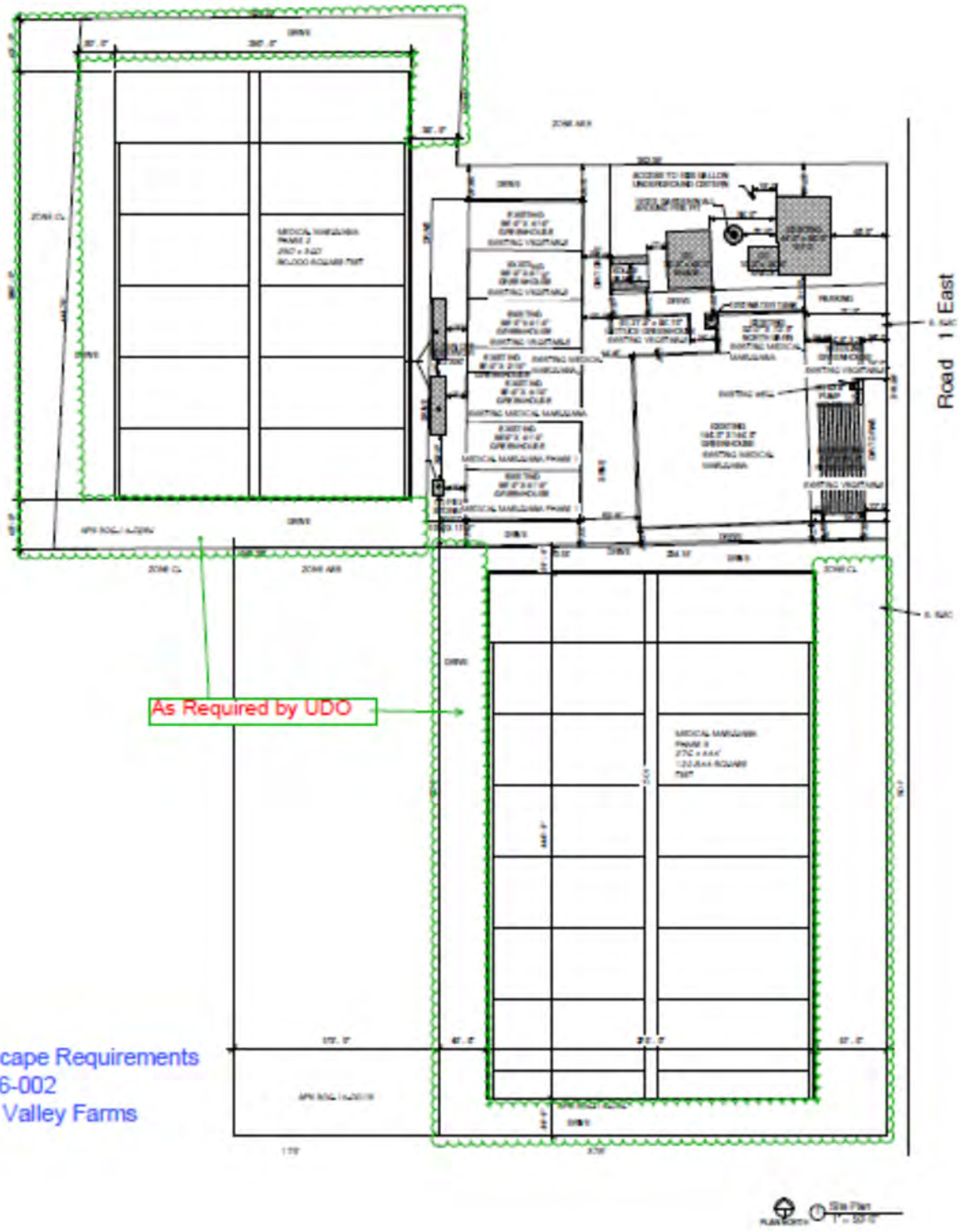
In this case, Council is reviewing a Protected Development Rights Plan rather than a site plan. While the two are similar in appearance, they have different purposes. Rather than lay out the details of a commercial site as a Site Plan does, the fundamental purpose of the PDR Plan is to preserve the right to develop a specific use on a specific piece of property as described in a legal description attached to and made a part of the PDR Plan. In addition, the statute allows a city or town to establish additional requirements for submittal and approval of a PDR plan, and also entitles the town to establish such terms and conditions. (ARS §9-2102 (C) and (I).

This site has operated as a greenhouse for some time; given the location of the existing greenhouses and the minimal impact of converting them to medical marijuana cultivation, staff does not recommend additional landscaping at this time. However, Phases 2 and 3 will require additional landscaping to buffer it from adjoining properties. Staff recommends increasing the landscaping on and around the MMJ use to better buffer it from roadways and surrounding residential uses. While the UDO requires only a 10' landscaping strip along road frontages, the ability to establish additional terms and conditions as afforded by ARS §9-2102 (C) and (I) entitle the Town to require development standards in excess of what is ordinarily required.

The attached PDR Plan shows where staff proposes the additional landscaping requirements, which should adequately buffer the Medical Marijuana uses from the surrounding residential and commercial uses.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net



Landscape Requirements
PDR16-002
Chino Valley Farms

PROJECT INFORMATION
THIS IS AN EXISTING VEGETABLE FARM AND MEDICAL MARIJUANA GREEN HOUSE FACILITY.
IN THE FUTURE THERE WILL BE 2 NEW CONSTRUCTION PHASES FOR MEDICAL MARIJUANA.
PHASE 1: CONVERT 2 EXISTING VEGETABLE GREEN HOUSES TO MEDICAL MARIJUANA
PHASE 2: CONSTRUCT A NEW GREEN HOUSE FOR MEDICAL MARIJUANA
PHASE 3: CONSTRUCT A NEW GREEN HOUSE FOR MEDICAL MARIJUANA

OWNER
MICHAEL & KATHLEEN O'CONNOR-MASSE
2572 NORTH ROAD 1 EAST
CHINO VALLEY, ARIZONA
86323

PROJECT
CHINO VALLEY FARMS MEDICAL MARIJUANA GREEN HOUSE ADDITIONS
2550 ROAD 1 EAST
CHINO VALLEY, ARIZONA
86323

ADDRESS:
APN: 306-14-029J 2550 NRD1E ZONE CL AREA 6.05 ACRES
APN: 306-14-001NNO ADDRESS ZONE AR5 AREA 2 ACRES
APN: 306-14-046 2514 NRD1E ZONE CL AREA 4.1 ACRES

LOT AREA; 12.15 ACRES, 529,254 SQUARE FEET

BUILDING DATA
EXISTING VEGETABLE GREEN HOUSES: 20,396 sf
EXISTING MEDICAL MARIJUANA GREEN HOUSES: 28,128 sf

PHASE 1 MEDICAL MARIJUANA GREEN HOUSES
CONVERT EXISTING VEGETABLE GREEN HOUSES
TO MEDICAL MARIJUANA: 7,872 sf

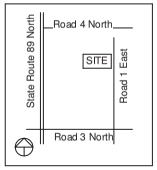
PHASE 2 MEDICAL MARIJUANA GREEN HOUSE NEW: 90,000 sf

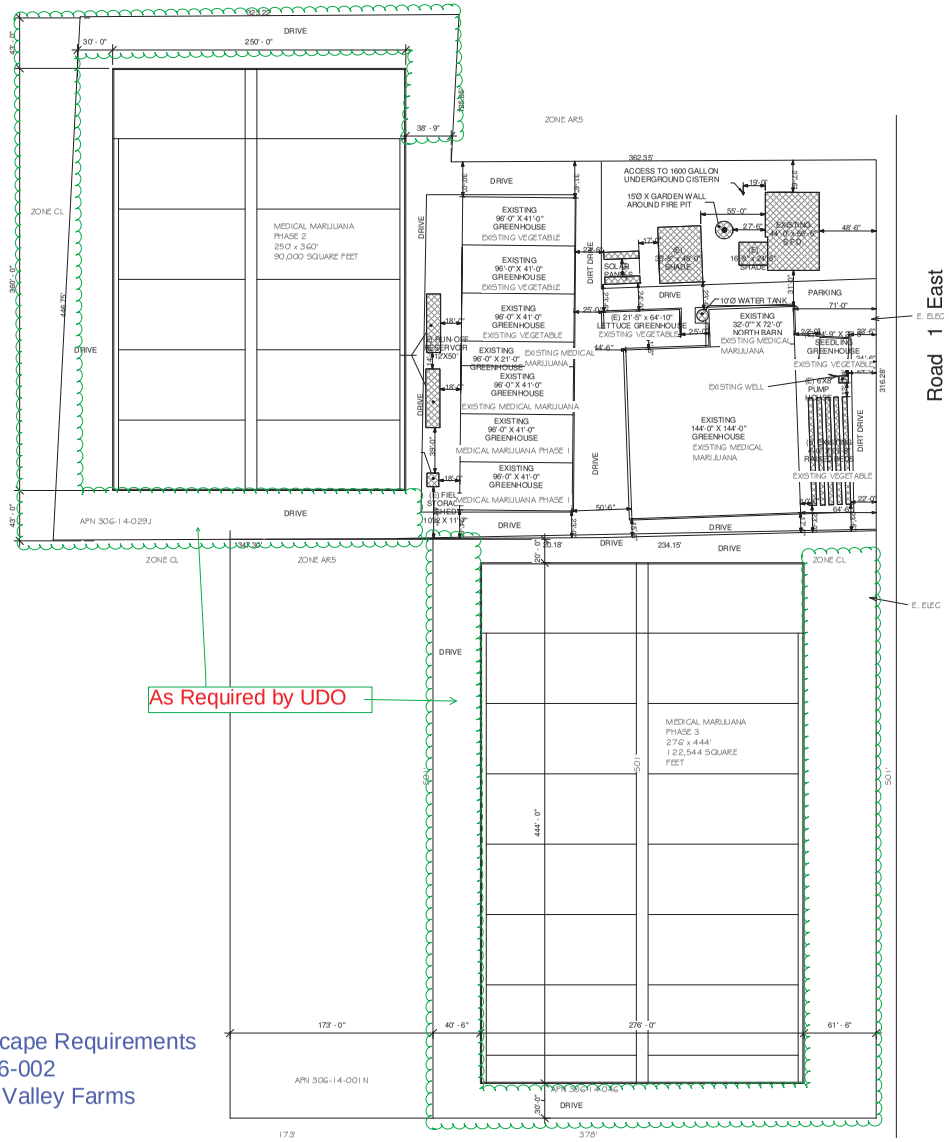
PHASE 3 MEDICAL MARIJUANA GREEN HOUSE NEW: 122,544 sf

SETBACKS
FRONT: 30'
SIDE: 10 FEET
REAR: 10 FEET
BUILDING HEIGHT: 50 FEET
LOT COVERAGE MAX: NONE

NOTE:
(E) = EXISTING

VICINITY MAP





Landscape Requirements
PDR16-002
Chino Valley Farms

PLAN NORTH 1 Site Plan 1" = 50'-0"

KENNETH MOHN 00 00 0000
EXPIRES 03 31 2018

This drawing and it's design, information, data, plans, specifications, commonlaw copyrights and other property rights are the property of Kenneth Mohn Architect. It is not to be reproduced in whole or part. It is to be used for the project and site specifically identified herein. No liability is assumed for deviations from these documents.

These plans are for review only unless stamped, dated and signed by the Architect, Engineers and approved by the Building Department

KMA
Kenneth Mohn Architect
3915 West Roadrunner Drive
Chino Valley, Arizona 86323

mohnarch@cableone.net
Office 928-710-5530

Chino Valley Farms
Medical Marijuana Green Houses
2550 N. Road 1 East, Chino Valley

No.	Description	Date

Site Plan

Project number	2016-07
Date	02 2016
Drawn by	KMA
Checked by	KMA
A0	
Scale	1" = 50'-0"

2/10/2016 1:08:37 PM

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	02/23/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item
Estimated length of staff presentation:	15 minutes
Physical location of item:	602 W. Road 1 North

AGENDA ITEM TITLE:

Consideration and possible action to approve PDR16-005, a Protected Development Rights Plan (PDR Plan) for the property located at 602 W. Road 1 North, encompassing approximately 20 (19.76) acres.

RECOMMENDED ACTION:

Because the PDR Plan as submitted meets the requirements set forth in ARS §9-1202 and will ensure the landowner(s)' right to develop the subject property as described in the plan for a period of five (5) years, staff recommends approval of the PDR Plan with the additional landscaping requirements as set forth in the Landscaping Requirements for PDR 16-005 attached hereto and made a part herewith.
MOTION: I move that Council approve PDR Plan 16-005 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-005 attached hereto and made a part herewith, for the property encompassing approximately 19.76 acres as described herein.

SITUATION AND ANALYSIS:

Issue Statement

On January 26, 2016, the Town Council approved Ordinance No. 16-811, amending the Unified Development Ordinance (UDO) to allow the cultivation of Medical Marijuana only in the I (Industrial) zoning district. Prior to the effective date of the amendments (February 26, 2016), medical marijuana cultivation is permitted in several other zoning districts, either by right or with a conditional use permit. There are owners of existing facilities in these zoning districts whose planned expansions will not be permitted when the amendments become effective. Through the approval of a Protected Development Rights Plan ("PDR Plan" or "Plan") owners of land currently zoned for cultivation of medical marijuana will preserve their right to expand.

Summary of Issues and Staff Rationale

ARS §9-1201 et seq. establish the Protected Development Right Plan (PDR Plan), specific requirements for the plans, and length of term of approval, among other things. The purpose of a PDR plan is to grant landowners the right to develop a specific property in the manner set forth in the plan, as long as the development occurs within a specific period of time. To establish this right, the plan must be approved by the legislative body (after meeting the requirements set forth in the statute). The application of

recent amendments to the UDO regarding Medical Marijuana cultivation facilities will change several existing or under construction medical marijuana cultivation facilities into legal, non-conforming uses that, among other things, cannot be expanded or intensified. In other words, upon the effective date of Ordinance 16-811, those with existing medical marijuana facilities will not be able to increase the size of the facility beyond its footprint on February 25, 2016. Landowners have made significant financial investments in these facilities; implementation and approval of the PDR Plan will preserve the right to expand these existing uses for a minimum of five (5) years for phased plans. Additionally, approving a PDR Plan for these properties will provide the owners/developers reasonable certainty, stability, and fairness in the development process and secure the reasonable investment backed expectations of the landowner. The PDR Plan does not entitle the applicant to a building permit. The plan confers on the landowner the right to undertake and complete the development and use of the property under the terms and conditions of, and as shown on the PDR. An approved plan is valid for three (3) years for a non-phased development and five (5) years for a phased plan; the approval can be extended for an additional two (2) years at the discretion of the municipality; the rights afforded by approval are attached to and run with the land.

The applicant, Dr. Gina Berman, acting as agent for property owner, Herman Federwisch, submitted a complete application, project narrative, and PDR Plan on or about February 11, 2016. The Plan encompasses approximately 20 acres. As each phase develops, more detailed site plans may be required. Findings of Fact Staff has reviewed the PDR Plan and finds that it meets the requirements as set forth in ARS §9-1202, including the identification of the proposed uses. Staff finds that approval of the Plan that "granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner." (ARS §9-1202 (F)). Staff finds that the plan as submitted constitutes a phased plan and should be approved for the period of five (5) years, as requested.

Findings of Fact

Staff has reviewed the PDR Plan and finds that it meets the requirements as set forth in ARS §9-1202, including the identification of the proposed uses. Staff finds that approval of the Plan that "granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner." (ARS §9-1202 (F)). Staff finds that the plan as submitted constitutes a phased plan and should be approved for the period of five (5) years, as requested.

Fiscal Impact

Fiscal Impact?: no

If Yes, Budget Code:

Available:

Funding Source:

Attachments

PAD application

blank

Federwisch legal description

Narrative

Berman_Federwisch Memo
blank landscape

Development Services Department
1982 N. Voss Drive #203
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

PLANNED AREA DEVELOPMENT APPLICATION

Name of Applicant: Gina Berman / Giving Tree Wellness

Mailing Address: 21617 N. 9th Avenue Phx 85027

Phone Number: 602-380 5757 **Email:** gina@givingtreeaz.com

Name of Property Owner/s: Herman Federwisch

Mailing Address: 864 N. State Route 89 #11 Chino Valley 86323

Phone Number: **Email:**

Name of ~~Architect:~~

Mailing Address:

Phone Number: **Email:**

Name of Engineer: Lyon Engineering and Surveying Inc., Scott A. Lyon

Mailing Address: 1650 Willow Creek Road, Prescott, AZ 86301

Phone Number: 928-776-1750 **Email:** scottlyon@lyonengineering.com

Site Location: 602 W. Road 1 North **APN/S:** 306-23-036F

Gross Area: 19.76 acres **Net Area:** **Density:**

Total No. of Lots: 2

Description of requested use:

Phased Protected Development Right Plan - 7 years (5 years plus a 2 year extension), see attachement

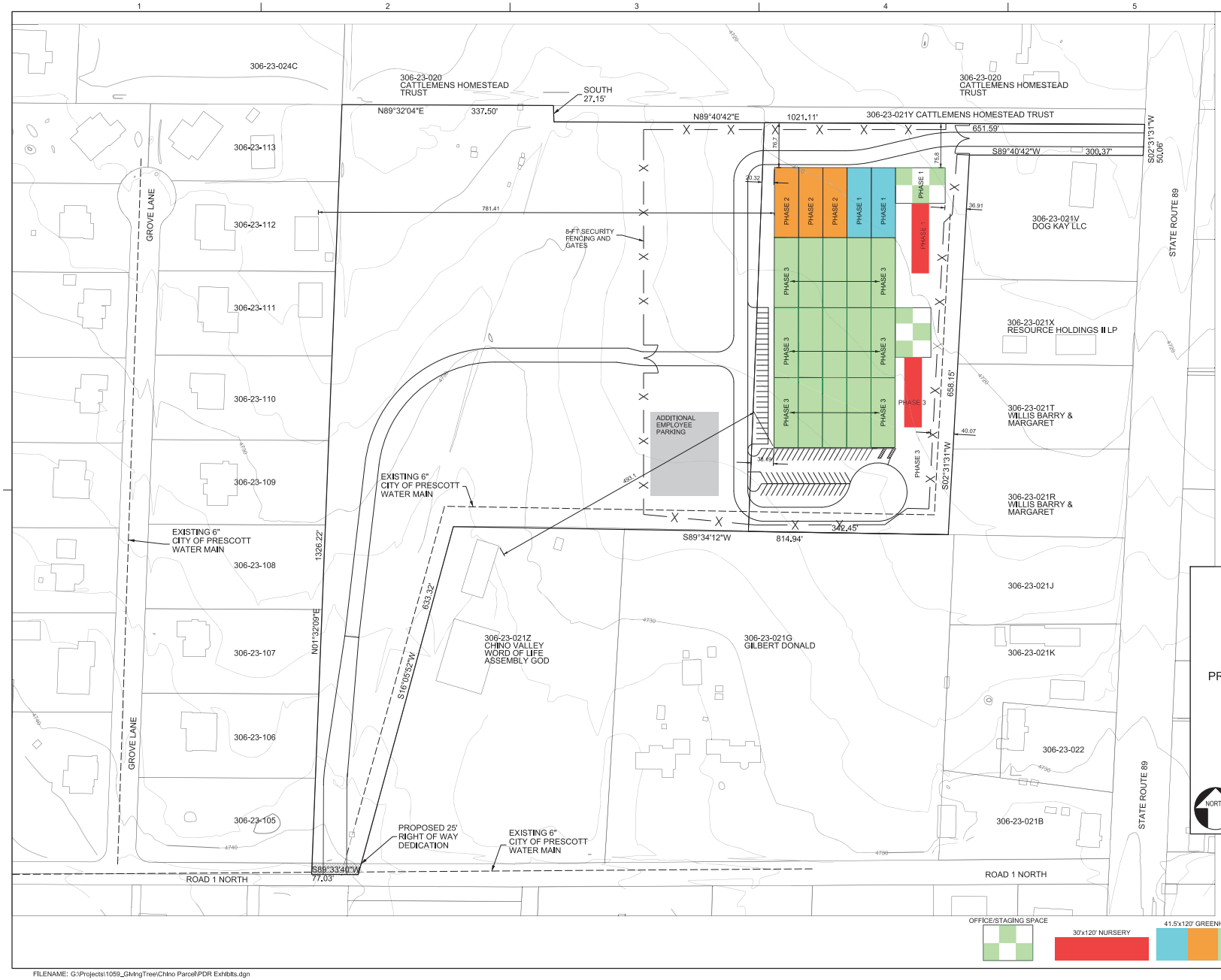
Project Narrative:

Application Fees:

PAD with Rezoning: Requires an $800.00 application fee along with $20.00 per lot and $115 per advertisement.

Applicant Signature: Feb 11, 2016
Date

Owner Signature: Feb 11, 2016
Date
2/11/16



NORTH

0 80 160

DRAWING SCALE
1 Inch = 80 Feet
(This scale is valid for
22"x34" sheets only)

SITE DATA

CURRENT ZONING: CL/AR-5

SITE AREA: 860,745.6 SF
19.76 AC

PROPERTY OWNER:
HERMAN O FEDERWSCH

APPLICANT:
GIVING TREE WELLNESS
CENTER, INC.

UTILITY PROVIDER:
WATER: PUMPED WALL ACCESS
SEWER: SPETIC
ELECTRICITY: APS
GAS: UNISOURSE ENERGY
CABLE: CABLEONE
TELOPHONE: CENTURYLINK
POLICE: CHINO VALLEY POLICE DEPT.
FIRE: CHINO VALLEY FIRE DISTRICT

LEGAL DESCRIPTION:
SECTION 22, TOWNSHIP 16 NORTH,
RANGE 2 WEST, G&SRB&M, YAVAPAI
COUNTY, AZ

GENERAL NOTES:
PURSUANT TO A.R.S. 9-1202(C) A MORE
DETAILED PLAN FOR EACH PHASE OF
THE PLAN WILL BE SUBMITTED PRIOR
TO DEVELOPMENT OF EACH PHASE.

LAND USE SCHEDULE:

PHASE 1
OFFICE/STAGING: 5,500 SQFT
NURSERY: 3,600 SQFT
GREENHOUSE: 10,080 SQFT

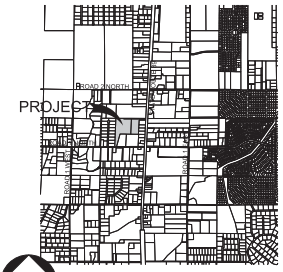
PHASE 2
OFFICE/STAGING: 0 SQFT
NURSERY: 0 SQFT
GREENHOUSE: 15,120 SQFT

PHASE 3
OFFICE/STAGING: 5,500 SQFT
NURSERY: 3,600 SQFT
GREENHOUSE: 75,600 SQFT

TOTAL
OFFICE/STAGING: 11,000 SQFT
NURSERY: 7,200 SQFT
GREENHOUSE: 108,800 SQFT

LOCATION MAP

NOT TO SCALE



SCOTT A. LYON, P.E.

35898
SCOTT A.
LYON
2/18/16
ARIZONA

EXPIRES 3/31/2016

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWINGS. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	REVISION	BY	APV'D
1	-	-	-	-

DESIGN SAL
DRAWN SAL
CHECKED SAL
APPROVED —

LYON ENGINEERING
Civil Engineers • Land Surveyors
1601 Willow Creek Rd, Prescott, AZ 86301
Phone (928) 778-0162, Fax (928) 778-0245

GIVING TREE
WELLNESS CENTER

CIVIL

EXHIBIT A
PHASED PROTECTED DEVELOPMENT RIGHT PLAN

DATE
2/10/16

LYON PROJECT #
1059-01

DRAWING NUMBER
EX.A

SHEET 1 OF 1

SCALE: 1:80

FILENAME: G:\Projects\1059_GivingTree\Chino Parcel\PDR Exhibits.dgn

LEGAL DESCRIPTION

A parcel of land lying within the north half of Section 22, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the center of said Section 22;

Thence South 89°33'00" West, along the East-West center section line of said Section 22, a distance of 623.89 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89°33'00" West, along said center section line, a distance of 77.03 feet;

Thence North 01°32'09" East, a distance of 1326.22 feet;

Thence North 89°32'04" East, a distance of 337.50 feet;

Thence South 00°00'00" East, a distance of 27.15 feet;

Thence North 89°40'42" East, a distance of 1021.11 feet to the westerly right-of-way line of U.S. Highway 89;

Thence South 02°31'31" West, along said westerly right-of-way line, a distance of 50.06 feet;

Thence South 89°40'42" West, a distance of 300.37 feet;

Thence South 02°31'31" West, a distance of 658.15 feet;

Thence South 89°34'12" West, a distance of 814.94 feet;

Thence South 16°05'52" West, a distance of 615.29 feet to the TRUE POINT OF BEGINNING.

Containing 860,876.94 square feet or 19.76 acres, more or less.

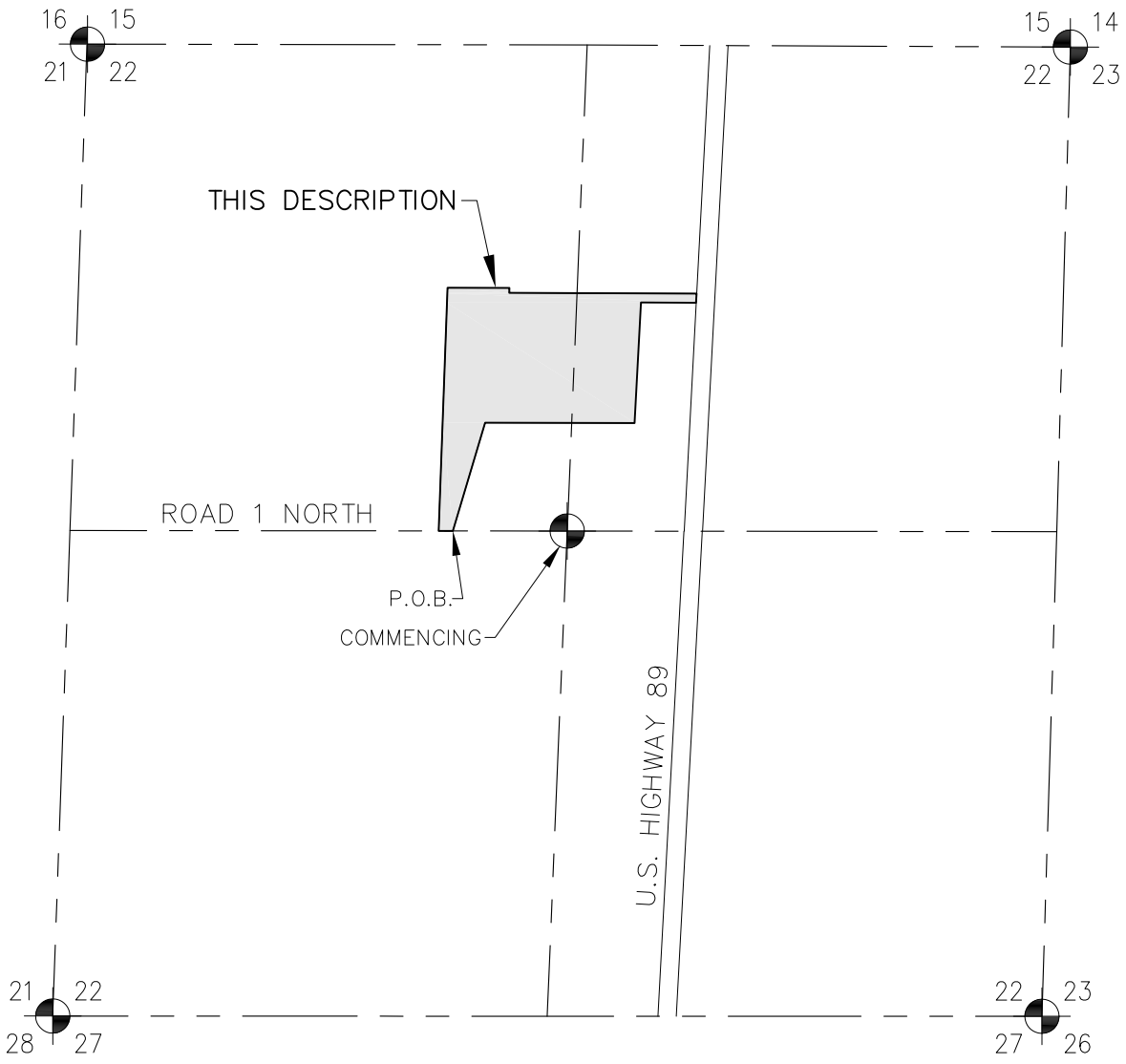
02/09/16
LE #1059-01
105901 Chino Property.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 02-09-16
ARIZONA, U.S.A.

EXPIRES 6/30/16

MAP TO ACCOMPANY LEGAL DESCRIPTION



938 East Juanita Avenue Mesa, Arizona 85024

Ms. Ruth Mayday/Mr. James Gardner
Development Services
Director Town of Chino Valley
1982 Voss Drive
Chino Valley, Arizona 86323

February 11, 2016

Ms. Mayday and Mr. Gardner,

The Giving Tree Wellness Center of Mesa, Inc. (applicant) and Herman Federwisch (property owner) would like to present to you the attached Project Narrative and Phased Protected Development Right Plan in support of our request to the Town of Chino Valley for a Five Year Phased Protected Development Right Plan.

It is our understanding that the Town of Chino Valley will be meeting February 23rd to discuss this request. The applicant and owner have been discussing purchase of the property but recently learned that the applicant's use will no longer apply after the new zoning ordinance is enacted. We believe that approval of the Phased Protected Development Right Plan by the Town Council will promote fairness in the land use and reasonable property value expectations given the expected sale of said property by the landowner, Mr. Federwisch.

I have included the following materials to ensure completeness of the application:

- PAD application
- Civil Site Plan
- Project Narrative
- Legal description of the property

Thank you for your consideration of this application. Please contact me at (602) 380-5757 with any questions or comments.

Sincerely,

Gina Berman, MD
The Giving Tree Wellness Center

938 East Juanita Avenue Mesa, Arizona 85024

Phased Protected Development Right Plan Project Narrative
APN: 306-23-036F

19.76 acres

NWC of Arizona State Route 89 and West Road 1 North

February 11, 2016

Submitted By: (Applicant)
Gina Berman, MD Medical Director
The Giving Tree Wellness Center of Mesa, Inc.
938 East Juanita Avenue
Mesa, Arizona 85024
gina@givingtreeaz.com
(602) 380-5757 cell

Submitted to:
The Town of Chino Valley
Development Services
Planning and Zoning Division
1982 Voss Drive
Chino Valley, Arizona 86323

938 East Juanita Avenue Mesa, Arizona 85024

Purpose of request:

The Giving Tree Wellness Center (applicant) and Herman Federwisch (property owner) are submitting this project narrative to the Town of Chino Valley to support the Phased Protected Development Right Plan at 602 West Road 1 North Chino Valley, Arizona 86323: APN #306-23-036F.

The legal description of the property is included with this application submittal.

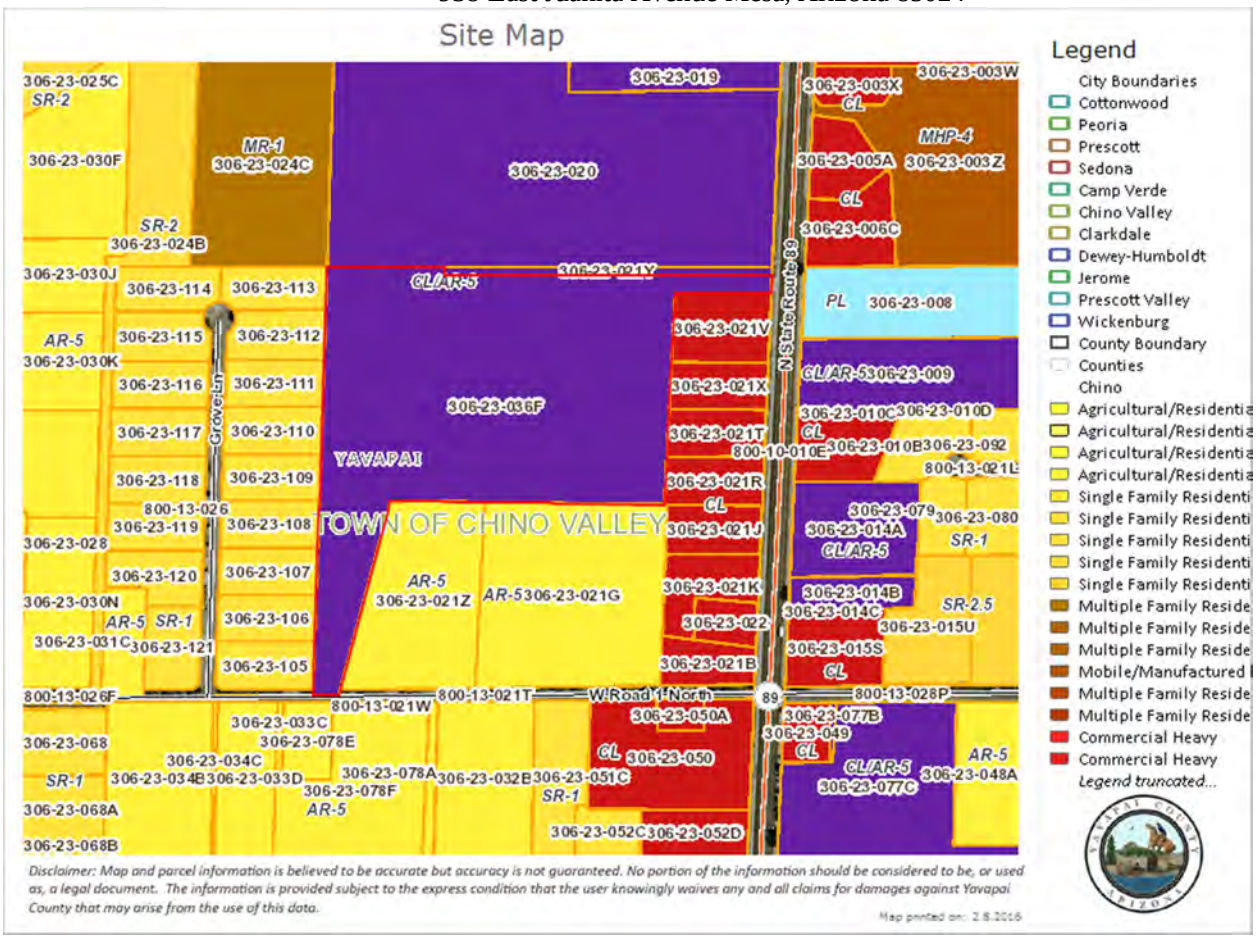
The proposed project will require approximately 10 acres of this nearly 20-acre parcel, allowing a healthy buffer from other parcels.

We are filing an application for Phased Protected Development Right Plan consistent with the enabling authority available to the town in ARS 9-1201 and pursuant to ARS 9-1202(C). A detailed site plan has been prepared and is attached to this application.

A notarized letter of authorization by the property owner Mr. Federwisch is also attached to this application.

GIVINGTREE
WELLNESS CENTER

938 East Juanita Avenue Mesa, Arizona 85024



Description of Work APN 306-23-036F

As shown on the detailed site plan (Attached), the Applicant is proposing to develop the site in three different phases, identified on the site plan as Phase 1, Phase 2 and Phase 3.

The first phase of development includes two greenhouse structures, an office/staging space (the Headhouse) and a nursery. Each greenhouse is approximately 5000 square feet (41.5'x120'). Greenhouses are gutter-connected and thus are a confined, contiguous space. Greenhouses are constructed of an opaque, polycarbonate material and are not actually glass. The nursery is 30'x120' in size and is made of the same materials as the main greenhouses.

The second phase of development includes the addition of three more greenhouses, gutter-connected to and forming a contiguous unit with the first two.

938 East Juanita Avenue Mesa, Arizona 85024

The third and final phase of development concludes with the addition of 15 gutter-connected, contiguous greenhouses, another Headhouse and another nursery. All will form a contiguous unit. All greenhouses will be made of the same material.

Development Schedule

The project is projected to span a five-year period of build-out. Phase 1 is planned for completion in 2016, Phase 2 in 2017 and Phase 3 is projected to begin no later than 2021.

Relationship to Surrounding Properties and Existing Zoning

The site lies west of Highway 89 and just north of West Road 1 North.

As demonstrated by the site plan, the proposed project takes up a fraction of the parcel and will be located with healthy buffers around the surrounding parcels.

	Zoning Classification	Use
Proposed site	CL/AR-5	Agricultural/Medical Marijuana Cultivation
North	CL/AR-5	Vacant land
South	AR-5	Word of Life Assembly Church (Buffer)
East	CL	Commercial
West	SR-1	Residential (Buffer)

Public Utilities and Services

Utility	Provider
Water	Private Water Rights
Wastewater	Septic
Electricity	Arizona Public Service
Gas	Unisource Energy
Cable	Cableone
Telephone	Centurylink
Police	Chino Valley Police Department
Fire	Chino Valley Fire Department

938 East Juanita Avenue Mesa, Arizona 85024

Development Team

Applicant: Gina Berman, MD Medical Director
The Giving Tree Wellness Center of Mesa, Inc
938 East Juanita Avenue
Mesa, Arizona 85024
602-380-5757
gina@givingtreeaz.com

Civil Engineer: Scott Lyon
Lyon Engineering
1650 Willow Creek Road
Prescott, Arizona 86305
928-776-1750

Property Owner: Herman O Federwisch
864 N. State Route 89 Suite 11
Chino Valley, Arizona 86323

Effective Date: This Phase Protected Development Right Plan will be deemed established and effective with respect to the Property upon its approval by the Chino Valley Town Council.

Project Narrative

The Giving Tree Wellness Center of Mesa, Inc. is a State-licensed medical marijuana dispensary located in Mesa, Arizona. The Giving Tree has been operating in compliance with all State laws and regulations since opening almost three years ago. Per Arizona Revised Statutes Chapter 36 Title 28.1, medical marijuana license holders are able to have one off-site cultivation center. We are proposing to locate our offsite cultivation facility at 602 West Road 1 North Chino Valley, Arizona APN: 306-23-036F.

This parcel works well for the proposed project because it meets both state and local requirements as to where a medical marijuana cultivation facility can be located. Further, it provides enough land so that we can adequately screen operations from passersby. This will ensure that we will not be a visual, auditory or olfactory nuisance to our neighbors.

Our goal with this project is to develop the property to be used for the greenhouse cultivation of medical-grade legally compliant marijuana with the primary purpose of providing to patients at our retail location in Maricopa County. If there is excess product, it will be wholesaled to other dispensaries in the state. No retail sales will occur on the property.

938 East Juanita Avenue Mesa, Arizona 85024

We anticipate there will be a total of 20 production greenhouses (each 42'x120') and 2 nursery greenhouses (each 30'x120') at completion of the project's final phase. Phase 1 will include a head house and 2 greenhouses. Phase 2 will include 3 more greenhouses and the final phase will complete the last 1f5 greenhouses and a second head house.

No retail sales of marijuana will occur at this facility. There will be no commercial kitchen used for processing cannabis extracts into food/edible items on the premises.

The Process of Cultivating Legally Compliant Medical Cannabis

The cultivation process begins in the nursery greenhouse(s), where stock plants are propagated in cloning chambers or humidity domes. After rooting, the young plants are then planted in small containers with trays to capture any runoff from the pots which is eventually taken up by the soil in the containers.

After the plants have reached the appropriate size and transplanted into large containers (also with trays), they are moved into the production greenhouse with strict environmental controls.

Dehumidification will recycle approximately 70% of all water used for horticulture activities (Figure 1). Several weeks later, the mature plants are then harvested, dried, processed, packaged and shipped. Processing uses very little water. Disposal of any unusable plant material will occur through its integration with non-consumable waste (such as used growing media, decaying food and plant matter, cardboard/paper products, plus earthworms) and then composting this material to be used later as an amendment to growing media.

All employees must be over the age of 21 and have had a background check through the Department of Health to ensure they are qualified to work at a marijuana establishment. Beyond this, all staffing decisions are handled internally.

Workforce compensation includes health benefits and, 401k/profit-sharing (for employees with the company 1 year or more). Salaries can range from $35,000->$100,000 for growers, which is a great injection of potential revenue for the locale they will be working in. Our workforce includes Bachelors, Masters and MBA degrees and are a highly sophisticated and educated team.

GIVINGTREE
WELLNESS CENTER

938 East Juanita Avenue Mesa, Arizona 85024

Per State regulations, cultivation of legally compliant medical marijuana will take place in an enclosed, locked and opaque structure. Odor control is through a series of carbon-type filters placed inside the greenhouses. The facility will operate around the clock, with employees on site between the hours of 7:30 AM to 6:00 PM. The majority of employees will be on site between 8:45 AM and 5:30 PM.

There are no anticipated noise issues as no outdoor cultivation or processing of the plants will occur.

Security: Per State regulations, security will include an at least 8-foot fence surrounding the cultivation and processing areas. The fence will be made appealing to the passerby. Inside the facility, access controlled doors, security cameras at all points of entry and exit and State-issued identification on all persons authorized to enter the premises ensure a safe working environment.

All finished product will be stored in a safe room that will have the additional safety precautions of being fireproof and waterproof. The safe room will also have extra security cameras/trips and access control to only a few individuals. Security lighting will be installed around the property. No firearms will be permitted on the property.

Any transportation of marijuana from the facility will take place in an unmarked, unidentified car with no product visible from the outside. There will be no cash greater than personal cash of the employees on site.

Landscaping will maximize native vegetation to make the grounds attractive while minimizing extraneous water consumption.

Water demand has been assessed and determined to require between 8-9 acre-feet per year once the operation is fully built out.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

To: Mayor & Council
From: Ruth Mayday
Re: Berman/Federwisch
Date: 9/17/2016

In advance of next Tuesday's meeting, I wanted to provide you with additional information regarding this specific project.

This Protected Development Rights Plan (PDR Plan) consists of one (1) parcel of land that encompass 19.76 acres =/-. Of the 20 acres acres, the applicant is requesting to protect the right to develop medical marijuana uses on an approximately 6 (5.89+/-) acre portion of the 306-23-036F parcel; this specific area constitutes the east/front quarter of the 003R parcel.

Commercial development is subject to the site development standards set forth in the UDO. These regulate the manner and placement of signage, exterior lighting, landscape, and so forth; the applicant is required to illustrate compliance with development standards on the Site Plan that is a part of the building permit application and approval. For a permitted use, staff cannot require improvements or site development standards in excess of what is required by code, unless the applicant is also requesting a Planned Area Development (PAD) overlay.

In this case, Council is reviewing a Protected Development Rights Plan rather than a site plan. While the two are similar in appearance, they have different purposes. Rather than lay out the details of a commercial site as a Site Plan does, the fundamental purpose of the PDR Plan is to preserve the right to develop a specific use on a specific piece of property as described in a legal description attached to and made a part of the PDR Plan. In addition, the statute allows a city or town to establish additional requirements for submittal and approval of a PDR plan, and also entitles the town to establish such terms and conditions. (ARS §9-2102 (C) and (I).

This PDR Plan is complicated by its zoning history. In 2000, Council approved a zoning request from Mr. Federwisch to rezone approximately six (6) acres from AR-5 to C1 (now CL), which it approved upon the adoption of Ordinance 422. At some point, a policy was established that allowed owners of property with more than one zoning district on a single parcel (mixed or blended zoning) to develop the parcel as if the zoning applied to the entirety of the parcel, without regard to prior zoning actions. Essentially, this policy constituted a rezoning of land without following the statutory rezoning process. While staff can support the policy as it applies to properties without prior zoning actions that specifically tie zoning to a specific legal description, it cannot support it if application of the policy results in an illegal zoning action.

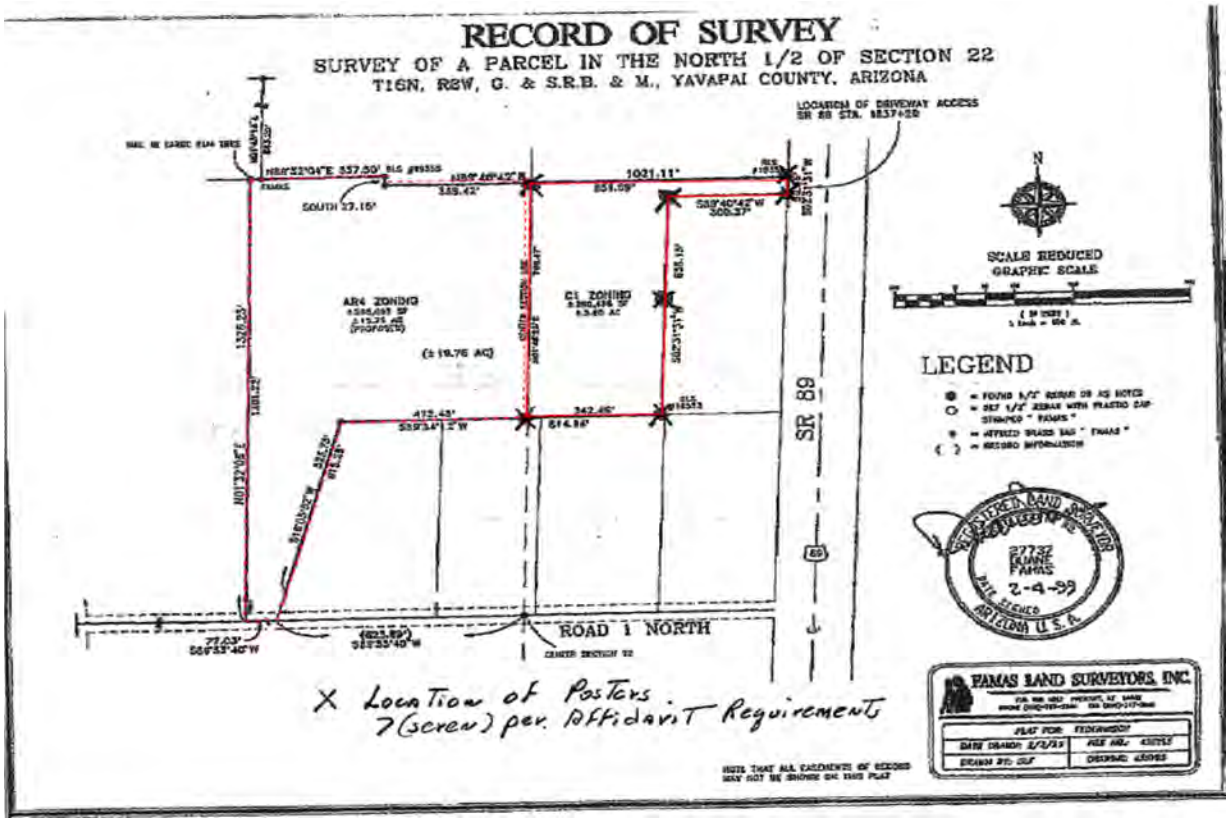
Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

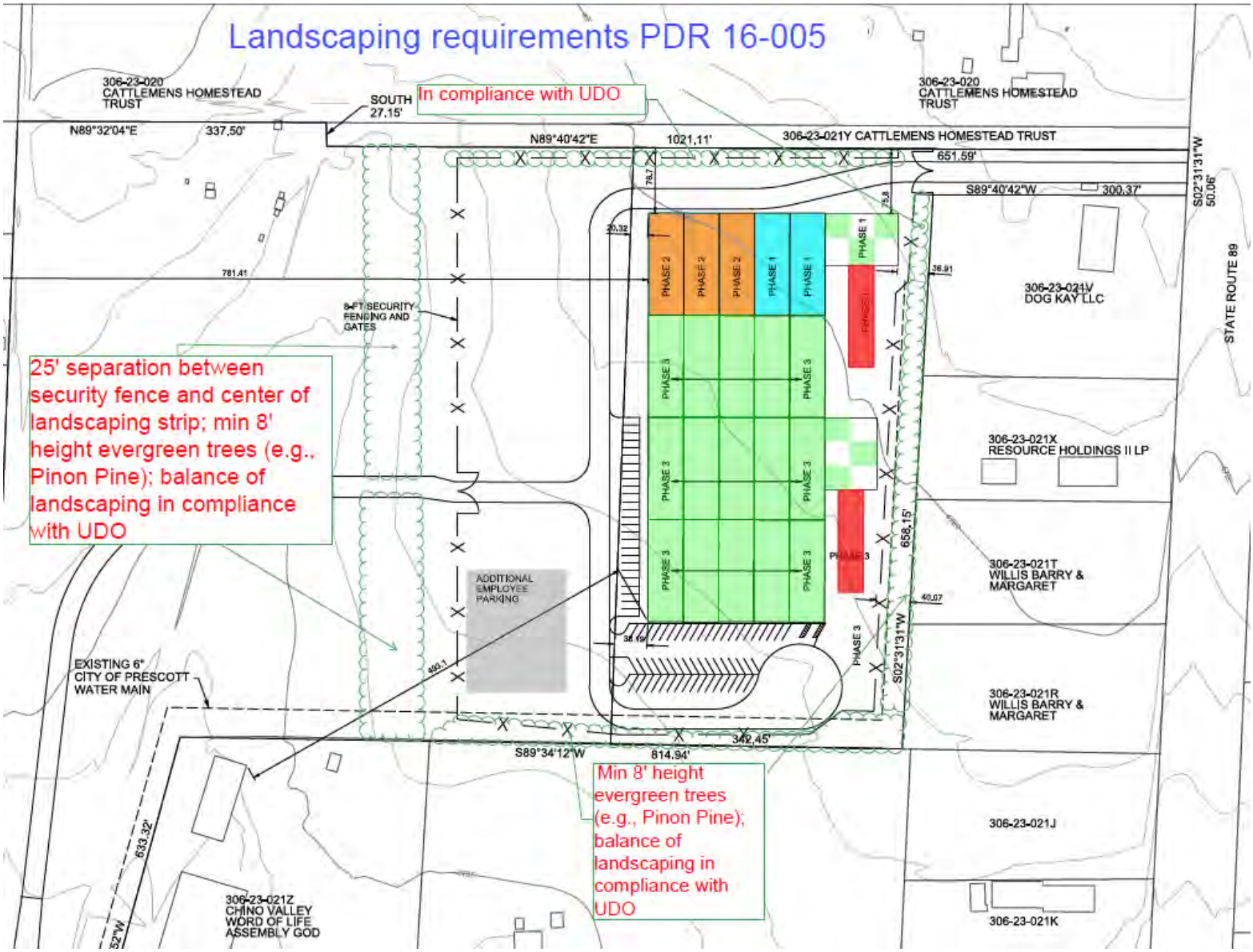
928-636-4427
928-636-6937
www.chinoaz.net

In 2005, Mr. Federwisch applied for a zoning change from “CL/AR5” to CL; this change was effectuated with the adoption of Ordinance 05-606 by Town Council on April 25, 2005. The rezoning was contingent upon the applicant submitting a development plan for the property within 2 years. At the conclusion of the 2 year period, no plan had been submitted, and the property owner requested that Council take action to formally revert the zoning to the “CL/AR5” zoning district(s) it previously held. Council agreed and formalized the action upon the adoption of Ordinance 10-739. To ensure that the PDR plan protects the right to develop medical marijuana uses appropriately, the applicant, Dr. Berman, has agreed to match the development right to the portion of the property that staff can validate as legally zoned as CL (Commercial Light). Please see the attached zoning map for clarification.

The ability to establish additional terms and conditions as afforded by ARS §9-2102 (C) and (I) entitle the Town to require development standards in excess of what is ordinarily required. In this case, staff has indicated additional landscaping to buffer the use from surrounding properties.

The PDR Plan attached to the agenda item shows where staff proposes the additional landscaping requirements, which should adequately buffer the Medical Marijuana uses from the surrounding residential and commercial uses.




Landscaping requirements PDR 16-005
306-23-020
CATTLEMENS HOMESTEAD
TRUST
SOUTH
27.15'
In compliance with UDO
306-23-020
CATTLEMENS HOMESTEAD
TRUST
N89°32'04"E
337.50'
N89°40'42"E
1021.11'
306-23-021Y CATTLEMENS HOMESTEAD TRUST
651.59'
S89°40'42"W
300.37'
S02°31'31"W
50.06'
781.41
9-FT SECURITY
FENCING AND
GATES
PHASE 2
PHASE 2
PHASE 2
PHASE 1
PHASE 1
PHASE 1
PHASE 3
PHASE 3
PHASE 3
PHASE 3
PHASE 3
PHASE 3
PHASE 3
PHASE 3
306-23-021V
DOG KAY LLC
STATE ROUTE 89
25' separation between security fence and center of landscaping strip; min 8' height evergreen trees (e.g., Pinon Pine); balance of landscaping in compliance with UDO
306-23-021X
RESOURCE HOLDINGS II LP
658.15'
306-23-021T
WILLIS BARRY &
MARGARET
ADDITIONAL
EMPLOYEE
PARKING
40.07
S02°31'31"W
EXISTING 6"
CITY OF PRESCOTT
WATER MAIN
306-23-021R
WILLIS BARRY &
MARGARET
342.45'
S89°34'12"W
814.94'
Min 8' height evergreen trees (e.g., Pinon Pine); balance of landscaping in compliance with UDO
306-23-021J
633.32'
306-23-021Z
CHINO VALLEY
WORD OF LIFE
ASSEMBLY GOD
306-23-021K

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. d.**

Meeting Date:	02/23/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action Item - Presentation
Estimated length of staff presentation:	15 minutes
Physical location of item:	State Route 89 and East 4 South

AGENDA ITEM TITLE:

Consideration and possible action to approve PDR 16-004, preserving development rights and setting forth a plan of development of a 53-acre parcel located at the southeast corner of State Route 89 and 4 South as described herein and made a part herewith.

RECOMMENDED ACTION:

Because the PDR Plan as submitted meets the requirements set forth in ARS §9-1202 and will ensure the landowner(s)' right to develop the subject property as described in the plan for a period of five (5) years, staff recommends approval of the PDR Plan with the additional landscaping requirements as set forth in the Landscaping Requirements for PDR 16-004 attached hereto and made a part herewith.
MOTION: I move that Council approve PDR Plan 16-004 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-004 attached hereto and made a part herewith, for the property located at the Northeast corner of State Route 89 and East Road 4 South, encompassing approximately 53 acres as described herein.

SITUATION AND ANALYSIS:

Issue Statement

On January 26, 2016, the Town Council approved Ordinance No. 16-811, amending the Unified Development Ordinance (UDO) to allow the cultivation of Medical Marijuana only in the I (Industrial) zoning district. Prior to the effective date of the amendments (February 26, 2016), medical marijuana cultivation is permitted in several other zoning districts, either by right or with a conditional use permit. There are owners of existing facilities in these zoning districts whose planned expansions will not be permitted when the amendments become effective. Through the approval of a Protected Development Rights Plan ("PDR Plan" or "Plan") owners of land currently zoned for cultivation of medical marijuana will preserve their right to expand.

Summary of Issues and Staff Rationale

ARS §9-1201 et seq. establish the Protected Development Right Plan (PDR Plan), specific requirements for the plans, and length of term of approval, among other things. The purpose of a PDR plan is to grant landowners the right to develop a specific property in the manner set forth in the plan, as long as the

development occurs within a specific period of time. To establish this right, the plan must be approved by the legislative body (after meeting the requirements set forth in the statute). The application of recent amendments to the UDO regarding Medical Marijuana cultivation facilities will change several existing or under construction medical marijuana cultivation facilities into legal, non-conforming uses that, among other things, cannot be expanded or intensified. In other words, upon the effective date of Ordinance 16-811, those with existing medical marijuana facilities will not be able to increase the size of the facility beyond its footprint on February 25, 2016. Landowners have made significant financial investments in these facilities; implementation and approval of the PDR Plan will preserve the right to expand these existing uses for a minimum of five (5) years for phased plans. Additionally, approving a PDR Plan for these properties will provide the owners/developers reasonable certainty, stability, and fairness in the development process and secure the reasonable investment backed expectations of the landowner. The PDR Plan does not entitle the applicant to a building permit. The plan confers on the landowner the right to undertake and complete the development and use of the property under the terms and conditions of, and as shown on the PDR. An approved plan is valid for three (3) years for a non-phased development and five (5) years for a phased plan; the approval can be extended for an additional two (2) years at the discretion of the municipality; the rights afforded by approval are attached to and run with the land.

This Project:

The applicant, Green Global LLC, submitted a complete application, project narrative, and PDR Plan on or about February 11, 2016. In addition to the medical marijuana cultivation facilities, the Plan proposes approximately 40 acres of commercial light and residential development, with the commercial development concentrated east of State Route 89 and west of the MMJ cultivation facility and the residential concentrated along South Road 1 East. in its entirety, the plan encompasses 53 acres +/-. As each phase develops, more detailed site plans may be required.

Findings of Fact

Staff has reviewed the PDR Plan and finds that it meets the requirements as set forth in ARS §9-1202, including the identification of the proposed uses. Staff finds that approval of the Plan that "granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner." (ARS §9-1202 (F)). Staff finds that the plan as submitted constitutes a phased plan and should be approved for the period of five (5) years, as requested.

Fiscal Impact

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

Attachments

PAD Application
Green Global site plan
Green Global legal
Green Global Narrative
Green Global Memo

Development Services Department
1982 N. Voss Drive #203
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

PLANNED AREA DEVELOPMENT APPLICATION

Name of Applicant: Green Global Farms, Inc.

Mailing Address: 1448 S. State Route 89 Chino Valley, AZ 86323

Phone Number: 480-318-9751 **Email:** taegan@ggfsinc.com

Name of Property Owner/s: AZ Organics LLC

Mailing Address: 1448 S. State Route 89 Chino Valley, AZ 86323

Phone Number: 480-318-9751 **Email:** taegan@ggfsinc.com

Name of Architect: Russ Harsh

Mailing Address: 13033 Cancun St., Dewey, AZ 86327

Phone Number: _____ **Email:** _____

Name of Engineer: Lyon Engineering and Surveying Inc., Scott A. Lyon

Mailing Address: 1650 Willow Creek Road, Prescott, AZ 86301

Phone Number: 928-776-1750 **Email:** scottlyon@lyonengineering.com

Site Location: NE corner Hwy 89 & Road 4 South **APN/S:** 306-33-173R & 306-33-173Q

Gross Area: 54.1 acres **Net Area:** _____ **Density:** _____

Total No. of Lots: 2

Description of requested use:

A Phased Protected Development Rights Plan for 5 years plus a potential 2 year extension all as provided in the attachment hereto, which includes, most particularly, a "Phased Protected Development Rights Plan - Site Plan."

Project Narrative:

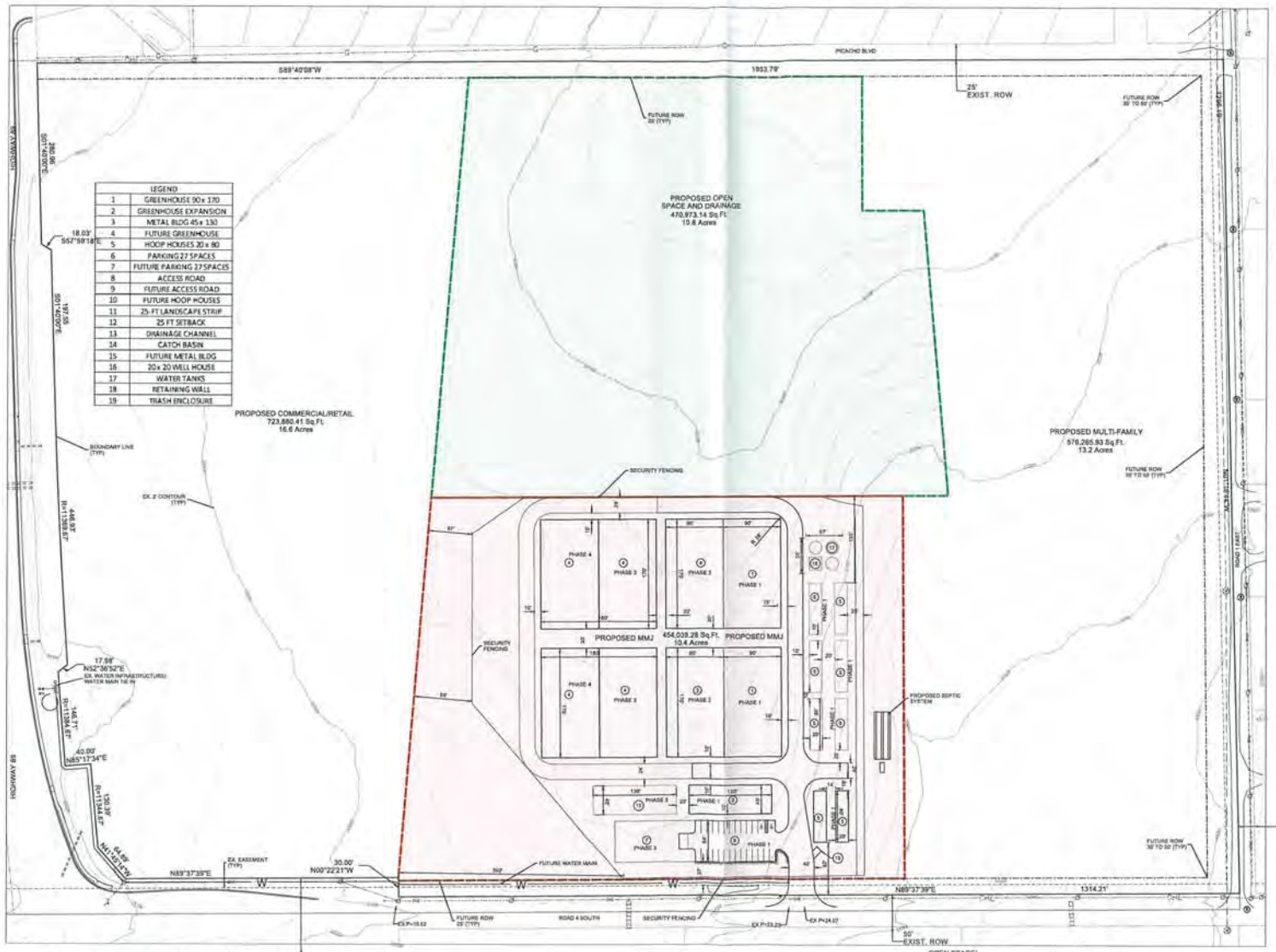
The Phased Protected Development Plan narrative is attached hereto.

Application Fees:

PAD with Rezoning: Requires an $800.00 application fee along with $20.00 per lot and $115 per advertisement.

Applicant Signature: Thomas Aegan, V.P., Green Global Farms, Inc. — 02/10/2016 **Date**

Owner Signature: Thomas Aegan, Member, AZ Organics, LLC — 02/10/2016 **Date**



LEGEND	
1	GREENHOUSE 90 x 170
2	GREENHOUSE EXPANSION
3	METAL BLDG 45 x 130
4	FUTURE GREENHOUSE
5	HOOP HOUSES 20 x 80
6	PARKING 27 SPACES
7	FUTURE PARKING 27 SPACES
8	ACCESS ROAD
9	FUTURE ACCESS ROAD
10	FUTURE HOOP HOUSES
11	25-FT LANDSCAPE STRIP
12	25 FT SETBACK
13	DRAINAGE CHANNEL
14	CATCH BASIN
15	FUTURE METAL BLDG
16	20 x 20 WELL HOUSE
17	WATER TANKS
18	RETAINING WALL
19	TRASH ENCLOSURE

NORTH

0 80 160

DRAWING SCALE
1 inch = 80 Feet
(This scale is valid for 22"x34" sheets only)

SITE DATA

CURRENT ZONING: CI.

SITE AREA: 2,357,300.58 SF
~54.1 AC

PHASE 1:
- BUILDING AREA: 5,850 SF
0.134 AC
- EXPECTED OCCUPANCY LOAD: 4 FULL TIME EMPLOYEES
- GREENHOUSE: 30,600 SF
0.70 AC
- # OF PARKING SPACES: 27 EA

PHASE 2:
- GREENHOUSE: 30,600 SF
0.70 AC

PHASE 3:
- BUILDING AREA: 5,850 SF
0.134 AC
- EXPECTED OCCUPANCY LOAD: 4 FULL TIME EMPLOYEES
- GREENHOUSE: 30,600 SF
0.70 AC
- # OF PARKING SPACES: 27 EA

PHASE 4:
- GREENHOUSE: 30,600 SF
0.70 AC

TOTAL @ END OF PROJECT:
- BUILDING AREA: 11,700 SF
0.269 AC
- EXPECTED OCCUPANCY LOAD: 8 FULL TIME EMPLOYEES
- LOT COVERAGE: 13.73%
- LANDSCAPE AREA: 838,631.49 SF
19.252 AC
- GREENHOUSE: 122,400 SF
2.81 AC
- 11,700 SF - 1 SPACE PER 300SF
- 39 SPACES REQUIRED
- PARKING SPACES: 54

PROPERTY OWNER:
ARIZONA ORGANICS /
GREEN GLOBAL FARMS

APPLICANT:
ARIZONA ORGANICS /
GREEN GLOBAL FARMS

UTILITY PROVIDER:
WATER: PUMPED WALL ACCESS
SEWER: SPETIC
ELECTRCITY: APS
GAS: UNISOURSE ENERGY
CABLE: CABLEONE
TELOPHONE: CENTURYLINK
POLICE: CHINO VALLEY POLICE DEPT.
FIRE: CHINO VALLEY FIRE DISTRICT

LEGAL DESCRIPTION:
SECTION 34, TOWNSHIP 16 NORTH, RANGE 2 WEST, G&SRB&M, YAVAPAI COUNTY, AZ

GENERAL NOTES:
PURSUANT TO A.R.S. 9-1202(C) A MORE DETAILED PLAN FOR EACH PHASE OF THE PLAN WILL BE SUBMITTED PRIOR TO DEVELOPMENT OF EACH PHASE.

NOTE:
AREAS OF THE FOUR PROPOSED PARCELS EXCLUDE PROPOSED RIGHT OF WAY DEDICATION

SCOTT A. LYON, P.E.
35488
SCOTT A. LYON
Arizona
EXPIRES 3/31/2016

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGN	-		
DRAWN	-		
CHECKED	SAL	-	
APPROVED	-	-	

NO.	DATE	REVISION	BY	APVD

LYON ENGINEERING
Civil Engineers • Land Surveyors
1055 Willow Creek Rd, Prescott, AZ 86301
Phone: (928) 776-1750, Fax: (928) 776-0605

AZ ORGANICS, LLC
GREEN GLOBAL FARMS, INC.

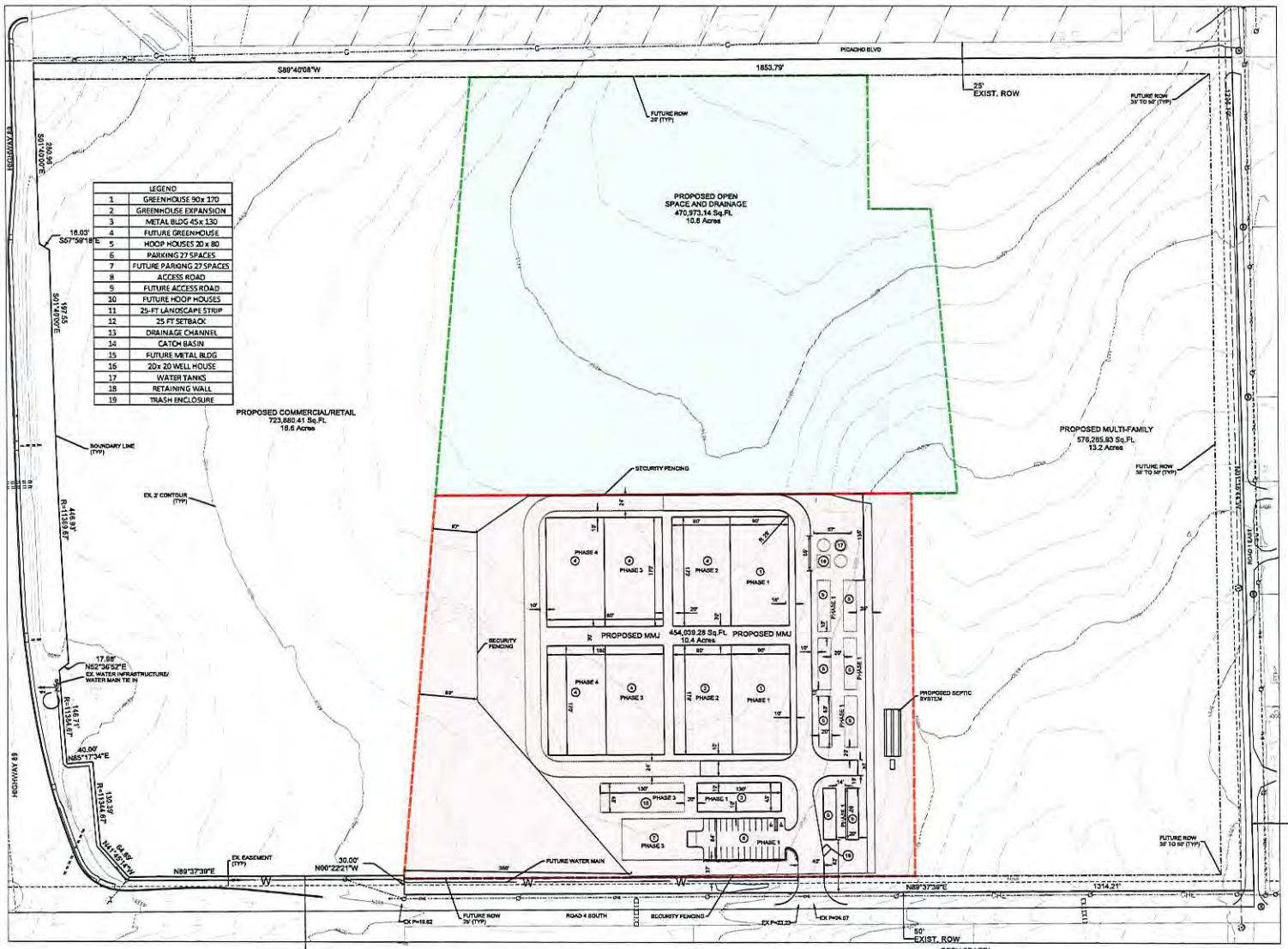
CIVIL

EXHIBIT A: PROTECTED DEVELOPMENT RIGHTS SITE PLAN

DATE: 2/10/2016
LYON PROJECT #: 1054-03
DRAWING NUMBER: EX.A
SHEET 1 OF 1
SCALE: 1:80

EXHIBIT "A"

FILENAME: G:\Projects\1054_Pickard\1054-03 4 South Greenhouses\CADD\DGN\Maps&Exhibits\4 South Greenhouses PDR.dgn


PICACHO BLVD
S89°40'08"W
1853.79'
25' EXIST. ROW
FUTURE ROW 25' (TYP)
FUTURE ROW 38' TO 50' (TYP)
PROPOSED OPEN SPACE AND DRAINAGE 470,973.14 Sq.Ft. 10.8 Acres
PROPOSED COMMERCIAL/RETAIL 723,880.41 Sq.Ft. 16.6 Acres
PROPOSED MULTI-FAMILY 576,285.83 Sq.Ft. 13.2 Acres
SECURITY FENCING
PROPOSED MMJ 454,039.28 Sq.Ft. 10.4 Acres
PROPOSED SEPTIC SYSTEM
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
PHASE 8
PHASE 9
PHASE 10
PHASE 11
PHASE 12
PHASE 13
PHASE 14
PHASE 15
PHASE 16
PHASE 17
PHASE 18
PHASE 19
PHASE 20
PHASE

RECORDING REQUESTED BY
AZ ORGANICS
APN:

2016-0002912 QCD
01/21/2016 12:46:09 PM Page: 1 of 4
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $15.00
AZ ORGANICS

WHEN RECORDED MAIL TO
AZ Orangics LLC
1448 S Hwy 89
Chino Valley AZ 86323

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS 11-1134 B13

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, I or we AZ Organics LLC, A Delware Limited Liability Company,

do hereby quitclaim to AZ Organics LLC a Delware Limited Liability Company,

the following real property situated in Yavapai County, Arizona:

*** See "Exhibit A" attached hereto and made a part hereof *** and shown on recorded map 2015-0056100

Dated: January 21, 2016_

Thomas Aegan, Member

State of Arizona
County of Yavapai

The foregoing instrument was acknowledged before me this 21 day of January, 2016
by Thomas Aegan

Notary Public

My commission expires: Oct. 31, 2018

KIRSTEN ESSINK
NOTARY PUBLIC, ARIZONA
YAVAPAI COUNTY
My Commission Expires
October 31, 2018

EXHIBIT "B"

306-33-173R

Unofficial Copy

Legal Description

All that portion of land as shown in Book 191 of Land Surveys, Page 44, Yavapai County Recorder's Office, lying within the southeast quarter of Section 34, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 01°16'44" East as measured between a found brass cap monument at the southeast corner of said Section 34 and the east quarter corner of said Section 34)

COMMENCING at a found brass cap monument at the southeast corner of said Section 34;

Thence North 01°16'44" West, along the easterly section line of said Section 34, a distance of 25.00 feet to a found capped rebar RLS# 18214 to a point on the northerly right of way line of Road 4 South;

Thence South 89°37'39" West, along said northerly right of way line, a distance of 151.38 feet, and the TRUE POINT OF BEGINNING;

Thence continuing South 89°37'39" West, along said northerly right of way line, a distance of 1162.83 feet,

Thence North 00°22'21" West, a distance of 30.00 feet;

Thence South 89°37'39" West, a distance of 35.31 feet;

Thence North 04°47'15" East, a distance of 948.09 feet,

Thence North 90°00'00" East, a distance of 629.61 feet;

Thence North 00°00'00" East, a distance of 93.13 feet;

Thence North 90°00'00" East, a distance of 186.28 feet;

Thence South 21°04'33" East, a distance of 508.76 feet;

Thence South 18°46'11" East, a distance of 184.85 feet;

Thence South 09°04'22" East, a distance of 384.69 feet;

EXHIBIT "B"

Thence South 00°22'21" East, a distance of 30.50 feet to the TRUE POINT OF BEGINNING.

Containing 1,042,558.61 square feet or 23.94 acres more or less.

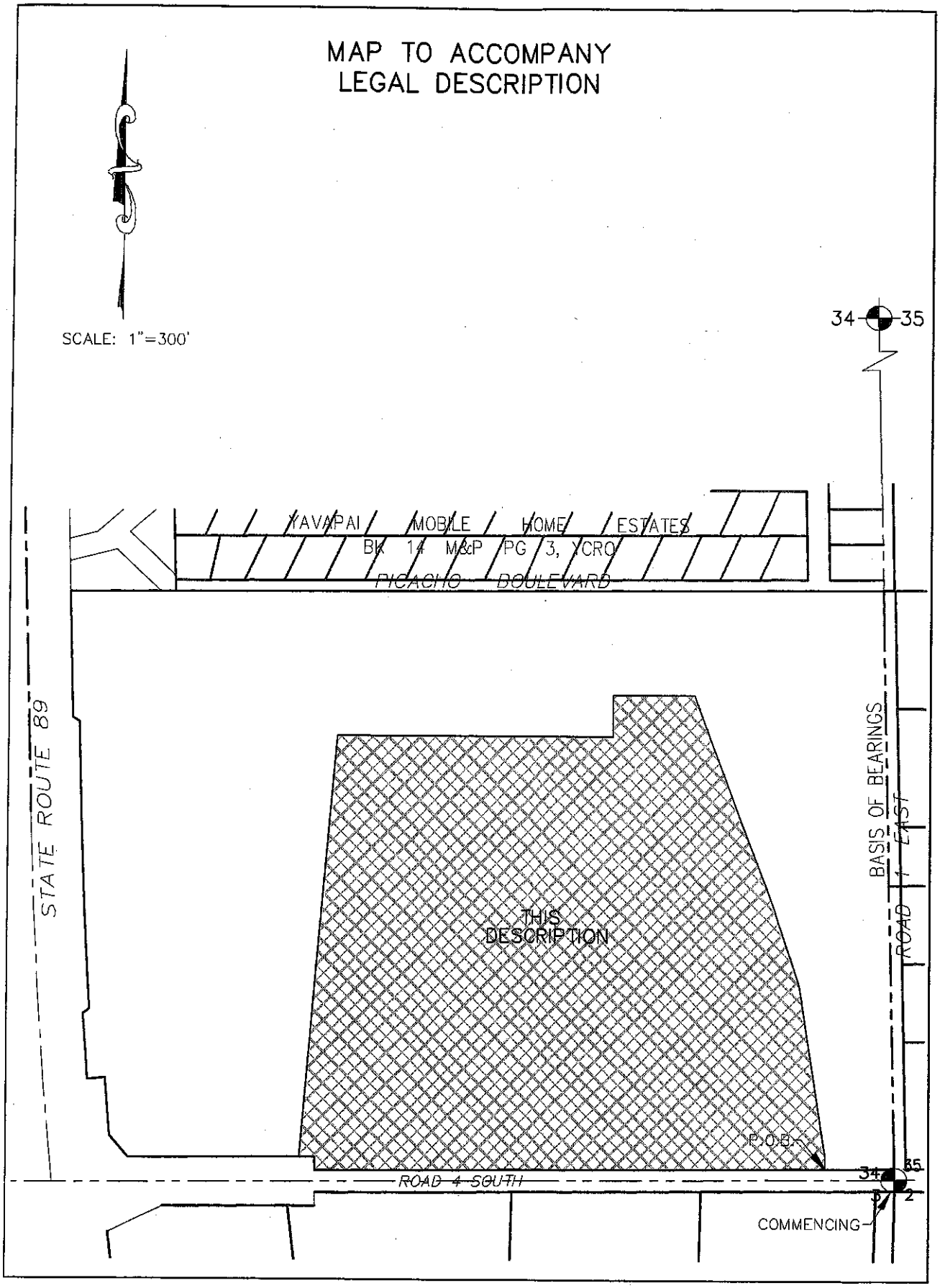
02/12/16
LE #1054-01
105401-Parcel A.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 02-12-16
ARIZONA, U.S.A.

EXPIRES 6/30/16

MAP TO ACCOMPANY LEGAL DESCRIPTION



RECORDING REQUESTED BY
AZ ORGANICS
APN:

2016-0002911 QCD
01/21/2016 12:46:09 PM Page: 1 of 4
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $15.00
AZ ORGANICS

WHEN RECORDED MAIL TO
AZ Orangics LLC
1448 S Hwy 89
Chino Valley AZ 86323

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS 11-1134 B/G

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, I or we AZ Organics LLC, A Delware Limited Liability Company,

do hereby quitclaim to AZ Organics LLC a Delware Limited Liability Company,

the following real property situated in Yavapai County, Arizona:

*** See "Exhibit A" attached hereto and made a part hereof *** and shown on recorded map 2015-0056100

Dated: January 21, 2016

Thomas Aegan, Member

State of Arizona
County of Yavapai

The foregoing instrument was acknowledged before me this 21 day of January, 2016, by Thomas Aegan

Notary Public

My commission expires: Oct. 31, 2018

KIRSTEN ESSINK
NOTARY PUBLIC, ARIZONA
YAVAPAI COUNTY
My Commission Expires
October 31, 2018

EXHIBIT "C"
306-33-173Q

Unofficial Copy

Legal Description

All that portion of land as shown in Book 191 of Land Surveys, Page 44, Yavapai County Recorder's Office, lying within the southeast quarter of Section 34, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

(The basis of bearings for this description is North 01°16'44" East as measured between a found brass cap monument at the southeast corner of said Section 34 and the east quarter corner of said Section 34)

COMMENCING at a found brass cap monument at the southeast corner of said Section 34;

Thence North 01°16'44" West, along the easterly section line of said Section 34, a distance of 25.00 feet to a found capped rebar RLS# 18214 to a point on the northerly right of way line of Road 4 South and the TRUE POINT OF BEGINNING;

Thence South 89°37'39" West, along said northerly right of way line, a distance of 151.38 feet;

Thence North 00°22'21" West, a distance of 30.50 feet;

Thence North 09°04'22" West, a distance of 384.69 feet;

Thence North 18°46'11" West, a distance of 184.85 feet;

Thence North 21°04'33" West, a distance of 508.76 feet;

Thence South 90°00'00" West, a distance of 186.28 feet;

Thence South 00°00'00" West, a distance of 93.13 feet;

Thence South 90°00'00" West, a distance of 629.61 feet;

Thence South 04°47'15" West, a distance of 948.09 feet;

Thence South 89°37'39" West, a distance of 390.69 feet;

Thence North 41°45'14" West, a distance of 64.89 feet;

Thence along a non-tangent curve, concave to the northeast, having a radius of 11344.67 feet, a central angle of 00°39'31", an arc length of 130.39 feet, a chord bearing of North 05°02'11" West and a chord length of 130.39 feet;

Thence South 85°17'34" West, a distance of 40.00 feet;

EXHIBIT "C"

Thence along a non-tangent curve, concave to the northeast, having a radius of 11384.67 feet, a central angle of 00°44'18", an arc length of 146.71 feet, a chord bearing of North 04°20'17" West and a chord length of 146.71 feet;

Thence North 52°36'52" East, a distance of 17.98 feet;

Thence along a non-tangent curve, concave to the northeast, having a radius of 11369.67 feet, a central angle of 02°15'08", an arc length of 446.93 feet, a chord bearing of North 02°47'34" West and a chord length of 446.93 feet;

Thence North 01°40'00" West, a distance of 197.55 feet;

Thence North 57°59'18" West, a distance of 18.03 feet;

Thence North 01°40'00" West, a distance of 280.96 feet;

Thence North 89°40'08" East, a distance of 1853.78 feet;

Thence South 01°16'44" East, a distance of 1296.18 feet to the TRUE POINT OF BEGINNING.

Containing 1,314,741.97 square feet or 30.18 acres more or less.

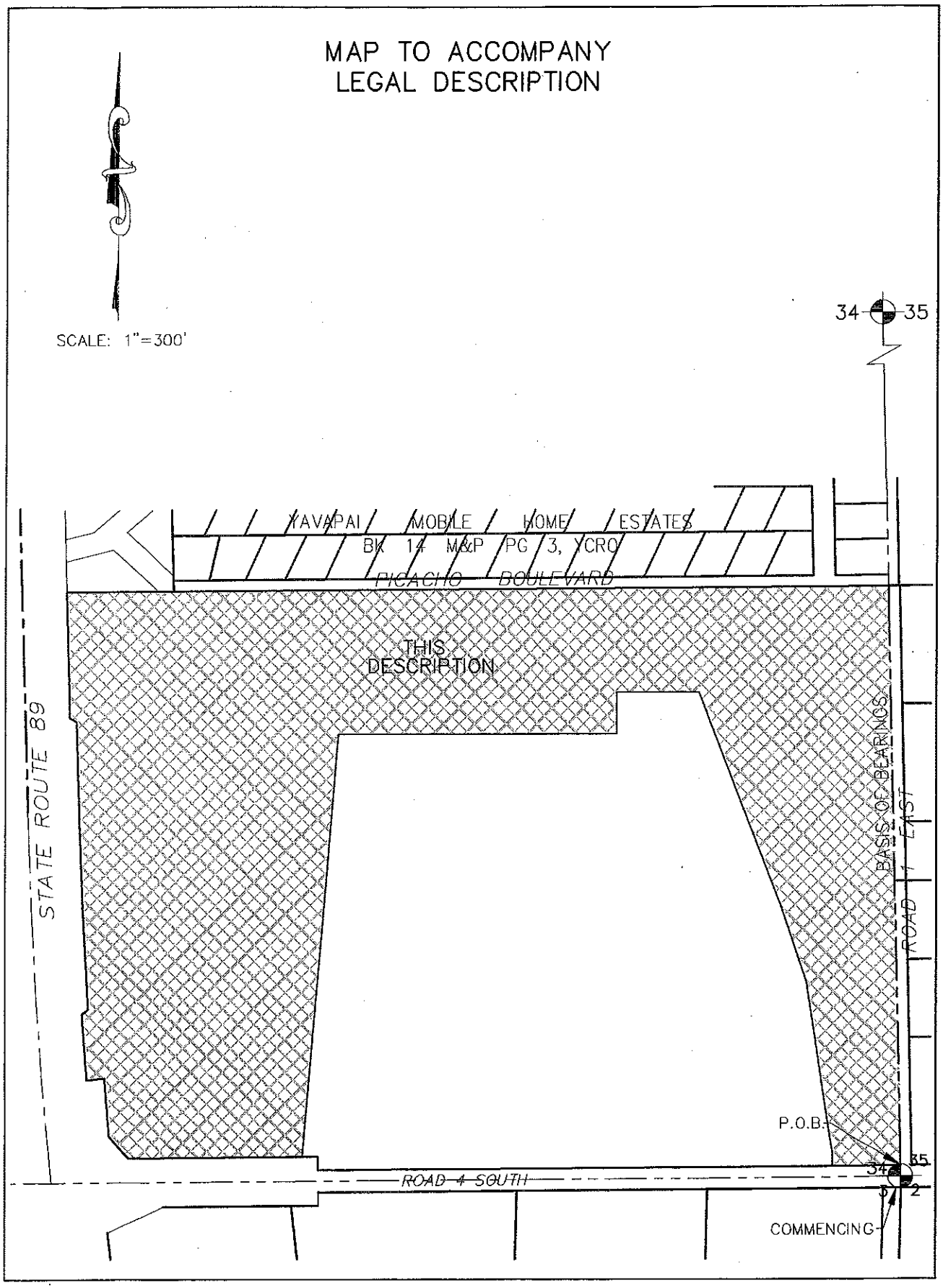
02/12/16
LE #1054-01
105401-Parcel B.doc

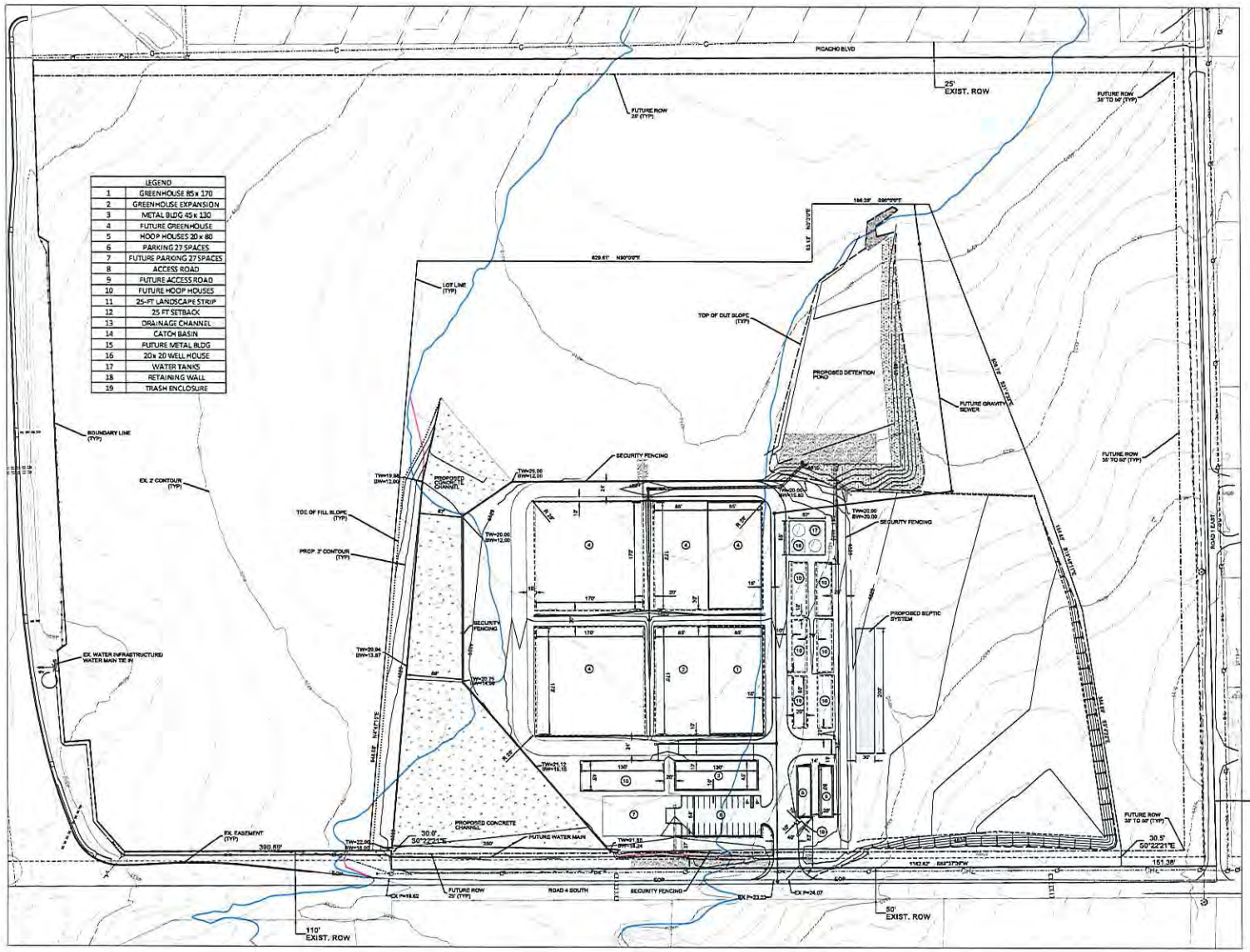
JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 02-12-16
ARIZONA, U.S.A.

EXPIRES 6/30/16

MAP TO ACCOMPANY LEGAL DESCRIPTION





LEGEND	
1	GREENHOUSE 85 x 170
2	GREENHOUSE EXPANSION
3	METAL BLDG 45 x 130
4	FUTURE GREENHOUSE
5	HOOP HOUSES 20 x 80
6	PARKING 27 SPACES
7	FUTURE PARKING 27 SPACES
8	ACCESS ROAD
9	FUTURE ACCESS ROAD
10	FUTURE HOOP HOUSES
11	25-FT LANDSCAPE STRIP
12	25 FT SETBACK
13	DRAINAGE CHANNEL
14	CATCH BASIN
15	FUTURE METAL BLDG
16	20x 20 WELL HOUSE
17	WATER TANKS
18	RETAINING WALL
19	TRASH ENCLOSURE

EXHIBIT "D"

NORTH

0 80 160

DRAWING SCALE
1 inch = 80 Feet
(This scale is valid for 22"x34" sheets only)

SITE DATA

CURRENT ZONING: CL

SITE AREA: 1,042,558.61 SF
23.93 AC

PHASE 1:

- BUILDING AREA: 5,850 SF 0.134 AC
- EXPECTED OCCUPANCY LOAD: 4 FULL TIME EMPLOYEES
- LOT COVERAGE: 3.94%
- LANDSCAPE AREA: 966,014.29 SF 22.223 AC
- FLOOR AREA: 35,235 SF 0.809 AC
- # OF PARKING SPACES: 27 EA

PHASE 2:

- BUILDING AREA: 5,850 SF 0.134 AC
- EXPECTED OCCUPANCY LOAD: 4 FULL TIME EMPLOYEES
- LOT COVERAGE: 10.03%
- LANDSCAPE AREA: 838,631.49 SF 19.252 AC
- FLOOR AREA: 96,300 SF 2.211 AC
- # OF PARKING SPACES: 27 EA

TOTAL @ END OF PROJECT:

- BUILDING AREA: 11,700 SF 0.269 AC
- EXPECTED OCCUPANCY LOAD: 8 FULL TIME EMPLOYEES
- LOT COVERAGE: 13.73%
- LANDSCAPE AREA: 838,631.49 SF 19.252 AC
- FLOOR AREA: 131,535 SF 3.020 AC
- 11,700 SF - 1 SPACE PER 300SF
- 39 SPACES REQUIRED
- PARKING SPACES: 54

FLOODPLAIN LINEWORK LEGEND

- EXISTING 100-YEAR FLOODPLAIN (HEC-RAS MODELING)
- PROPOSED 100-YEAR FLOODPLAIN (HEC-RAS MODELING)

LEGEND

- EX PM01.00 EXISTING PAVEMENT
- TW=01.00 TOP OF WALL GRADE
- BW=01.00 BOTTOM OF WALL GRADE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PHASE LINE
- FUTURE WATER MAIN
- DISTURBED PARCEL SETBACK

SCOTT A. LYON, P.E.

35898 SCOTT A. LYON 10/1/15 ARIZONA

EXPIRES 3/31/2016

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGN	DRAWN	CHECKED	APPROVED
BAB	BAB	SAL	—

NO.	DATE	REVISION	BY	APVD
1	10/1/15	TOWN COMMENTS	SAL	-

LYON ENGINEERING – Civil Engineers • Land Surveyors
480 Willow Creek Rd, Prescott, AZ 86301
Phone: (928) 776-1776, Fax: (928) 776-0606

GREEN GLOBAL FARMS INC.

CIVIL

SITE PLAN

DATE 10/1/2015
LYON PROJECT # 1054-03
DRAWING NUMBER EX.04
SHEET 1 OF 1
SCALE: 1:80

FILENAME: G:\Projects\1054_Pickard\1054-03 4 South Greenhouses\CADD\DGN\Maps&Exhibits\4 South Greenhouses Final Site Plan.dgn

MUSGROVE DRUTZ KACK & FLACK, PC
ATTORNEYS AT LAW

JAMES B. MUSGROVE
MARK W. DRUTZ
THOMAS P. KACK
SHARON M. FLACK
JEFFREY D. GAUTREAUX
ANDREW J. DIENER
JOEL T. FORNARA

POST OFFICE BOX 2720
PRESCOTT, ARIZONA 86302-2720

1135 W. IRON SPRINGS ROAD
PRESCOTT, ARIZONA 86305

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

GRANT K. McGREGOR (1959-2005)

February 11, 2016

File No. 12110-1

VIA HAND DELIVERY
And EMAIL

rmayday@chinoaz.net

Ruth Mayday, Director
Town of Chino Valley
Development Services
1982 Voss Drive
Chino Valley, AZ 86323

Re: Phased Protected Development Rights Plan for
Assessor's Parcel Numbers: 306-33-173R and 306-33-173Q
Owner, AZ Organics LLC
Applicant, Green Global Farms, Inc.

Dear Ms. Mayday:

Attached and submitted herewith is a Phased Protected Development Rights Plan (the "Protected Rights Plan") submitted on behalf of the property Owner, AZ Organics LLC via Applicant, Green Global Farms, Inc., for the above referenced parcels (the "Property"). This Plan is submitted to preserve the right to develop the Property consistent with the zoning presently applicable to the Property under the Chino Valley Unified Development Ordinance.

It is my understanding the Protected Rights Plan will be on the February 23, 2016 Agenda of the Town Council, so that its approval can be considered by the Mayor and Council of the Town of Chino Valley prior to the effective date of Ordinance No. 16-811. We hope and anticipate that the Mayor and Town Council will approve the Plan for the same reason that it approved the recent Plan submitted by Zoned Properties, Inc., because the Plan "... will promote reasonable certainty, stability, and fairness in the land use, planning, and regulatory process and secure the reasonable investment backed expectations of the land owner." A.R.S. §9-1202 (F).

The need and appropriateness of approval is actually more evident for this Property because the Owner has already submitted and received approval of a Site Plan, completed grading and commenced construction of the medical marijuana cultivation facilities on the Property ("MMJ Cultivation"). To obtain approval of the site plan and obtain permits, the

Owner was required to dedicate land for the expansion of Road 4 South, Road 1 East and Picacho Blvd., thereby benefiting the Town and its citizens. Finally, this Development Rights Plan reduces the acreage of the MMJ Cultivation portion of the Property, thereby limiting expansion, while promoting use of the balance of the Property consistent with the Town's Unified Development Ordinance as amended; specifically, commercial use along the U.S. Highway 89 frontage and residential use along Road 1 East.

Please feel free to contact me if you have any questions or comments or if there is anything further that you need.

Very truly yours,

MUSGROVE DRUTZ KACK & FLACK, PC

By:_____
Thomas P. Kack

TPK/klu

Enclosures

PHASED PROTECTED DEVELOPMENT RIGHTS PLAN
PROJECT NARRATIVE
FOR 54.1 ACRES

PARCELS 306-33-173R and 306-33-173Q

Submitted on behalf of:

Owner: AZ Organics LLC
&
Applicant: Green Global Farms, Inc.

Submitted by:

Thomas P. Kack, Esq.
Musgrove Drutz Kack & Flack, PC
1135 Iron Springs Road
Prescott, AZ 86305
(928) 445-5935
tkack@cableone.net

Submitted to:

The Town of Chino Valley ("Town")
Development Services
Planning and Zoning Division
1982 Voss Drive
Chino Valley, AZ 83623

Submitted: February 11, 2016

Overview of Property and Phased Protected Development Rights Plan:

The Property consists of 54.1 acres of land located on the northeast corner of U.S. Highway 89 and Road 4 South (the "Property"). The Property is also bordered on the east by Road 1 East and on the north by Picacho Blvd.

The Owners divided the Property and submitted a Site Plan which includes 23.93 acres of the Property for the Medical Marijuana production site so that a grading permit could be obtained. Grading has been completed. The initial building permits have been issued and Owner has commenced construction of Phase 1 of the medical marijuana cultivation and processing facilities on the Property.

This Phased Protected Development Rights Plan (PPDR Plan) proposes that the area utilized for the MMJ Cultivation facilities (greenhouses and processing structures) be limited to approximately 10.4 acres as depicted on the Phased Protected Development Rights Plan – Site Plan attached hereto as Exhibit "A" and incorporated herein as part of the Plan (the "Protected Rights Site Plan"). The Protected Rights Site Plan provides various details regarding the PPDR Plan, including describing the Phases of the MMJ cultivation facilities construction. The MMJ buildings and greenhouses as planned cover only 3.1 acres of the 54.1 acre parcel.

The Protected Rights Site Plan also shows that the portion of the Property bordering Highway 89 will be developed for commercial uses and that the portion bordering Road 1 East will be developed for of multi-family housing.

Details Regarding Property and Plan:

The Property is owned by AZ Organics LLC and consists of 54.1 acres of property. The property is presently listed under Assessor's Parcel Numbers 306-33-173R and 306-33-173Q and is legally described in Exhibits "B" and "C" hereto. The Property was split into these two parcels to facilitate obtaining a grading permit and otherwise allow development of the property because the original Site Plan was required to include all areas in which grading may or would take place. This resulted in what is presently a Site Plan of 23.93 acres for the MMJ cultivation facilities. This original Site Plan is attached as Exhibit "D" hereto. This original Site Plan shows the required channeling of the large wash located on the Property. Another requirement to obtain approval was that Owner dedicate twenty-five (25) feet along Road 4 South, twenty-five (25) feet along Picacho Blvd. and thirty-five to fifty (35 – 50) feet along Road 1 East so that the Town may widen such roads.

Only approximately 10.42 acres is needed for the planned MMJ Cultivation facilities and the PPDR Plan provides that this use will be confined to the approximate 10.42 parcel (the "MMJ Parcel"). This also means that the MMJ cultivation and processing buildings would not be able to expand onto other areas to the north and to the east of the 10.42 acre MMJ parcel. There will be an easement for the benefit of the MMJ parcel for the detention pond and for

certain other items, such as, a gravity sewer line shown on the original Site Plan, Exhibit "D." To be clear, no MMJ cultivation greenhouses or processing facilities would be located anywhere but within the approximate 10.4 acre MMJ parcel reflected on Exhibit "A."

The Phased Development:

Phase A is the development of the MMJ Cultivation facilities within the MMJ Site. This development is set to proceed in four phases scheduled to be completed within five years from the date of approval. The construction of greenhouses and other facilities enumerated as Phase 1 on the Protected Rights Site Plan has already commenced. The expectation is that Phase 2 will commence within one to two years, that Phase 3 will commence within two to three years, and that Phase 4 will be commenced within three to four years. It is expected that the facilities will be constructed substantially consistent with the Site Plan but the "Protected Development Rights" statutes do not envision or provide that this Phased Protected Development Rights Plan will control the building or design of the buildings to be placed upon the Property. Instead, all construction will proceed through the typical Town approval and building process and will comply with applicable building codes.

Construction on various phases may overlap with, for example, construction on one phase being completed while a later phase is being commenced. The intent is to complete construction of the MMJ Cultivation facilities within five years but it is possible that an extension may be needed and therefore requested before the end of that five year period. Any extension may not exceed two (1) years. A.R.S. §9-1203 (B).

Phase B will include the development of commercial uses along Highway 89. It is expected that this will occur over time as demand for commercial use increases in the area. This use is consistent with the present CL zoning of the Property. The development of this use is expected to overlap the development under Phase A and Phase C.

Phase C is the development of multi-family housing along Road 1 East. This use is allowed on the Property under the present CL zoning with a conditional use permit. The Owners envision utilizing the Town's PAD process to facilitate the development of multi-family housing on this portion of the Property to construct 80 multi-family residential units. This development is expected to commence within five years, dependent upon the demand for housing. It is quite possible that Owners will seek an extension of the Plan to facilitate such future development. Again, any development will be subject to the Town's building and approval process.

Relationship to Surrounding Properties and Existing Zoning:

The Property is presently zoned CL and will continue to be zoned CL.

The Property is bounded on four sides by public roadways: To the east by U.S. Highway 89, to the north by Picacho Blvd., to the east by Road 1 East, to the south by Road 4 South. The surrounding parcels are zoned as follows:

To the South:	CL
To the East:	SR-1
To the North:	SR 0.16
To the West:	CL and CH

There are diverse uses surrounding the Property, but the MMJ Cultivation portion of the Property is internally buffered on three sides within the Property. To the east, it is buffered by onsite commercial use property and a large wash, a portion of which is being channeled by concrete as depicted in Exhibits "A" and "D" hereto. The MMJ parcel is buffered on the north by a large wash and proposed open area. It is buffered to the east by a large area for planned multi-family residential use on the property.

Public Utilities and Services and Protected Development Rights Scheduled Duration:

The Protected Development Rights statutes provide for extension of development rights, for a phased development for period of five years after approval of a plan. A.R.S. §9-1203 (A). This protection may be extended for up to two additional years. A.R.S. §9-1203 (B). The Owner who intends to complete all four (4) phases of development of the MMJ Cultivation facilities within five years but there is no guaranty that that goal can be achieved. Owner may seek an extension prior to the end of the five years. It is expected that Phase B commercial development and Phase C multi-family development will commence within five years but, again, an extension may be needed and sought.

Public Utilities and Services:

Utilities and services to the development as depicted on Exhibits "A" and "D" and will be provided as follows:

Utility	Provider
Water	Onsite Well and Water Storage
Wastewater	Septic
Electricity	Arizona Public Service
Gas	Southwest Gas
Cable	Cable One
Telephone	Century Link
Police	Chino Valley Police Department
Fire	Chino Valley Fire District

Development Contacts:

Applicant: Green Global Farms, Inc.
c/o Thomas Aegan
1448 S. State Route 89
Chino Valley, AZ 86323
480-318-9751
taegan@ggfsinc.com

Property Owner: AZ Organics LLC
c/o Thomas Aegan
1448 S. State Route 89
Chino Valley, AZ 86323
480-318-9751
taegan@ggfsinc.com

Attorneys: Thomas P. Kack
Musgrove Drutz Kack & Flack, PC
1135 Iron Springs Road
Prescott, AZ 86305
928-445-5935
tkack@cableone.net

Effective Date:

Pursuant to A.R.S. §9-1202(G), this Phased Protected Development Rights Plan will be deemed established and effective with regard to the Property upon its approval by the Town of Chino Valley. A draft Resolution approving this Phased Protected Development Rights Plan has been provided to the Town for the Town's convenience. It is requested that this Resolution or a similar one be formally approved and adopted.

Conclusion:

Green Global and Owner are proceeding with a very efficient commercial plan for the MMJ Cultivation facilities which utilizes less than twenty percent (20%) of the area of the 54.1 acres of Property, with only approximately 3.1 acres of the entire 54.1 acres being used for greenhouses and processing buildings. The Property is being developed in full conformance with applicable codes and building codes, including those regarding landscaping. The Town already benefited by this development because the Owner has agreed to the dedication of twenty-five (25) feet to widen the right-of-way of Road 4 South, a variable 35 to 50 feet to allow the widening of Road 1 East, and 25 feet to allow the widening of Picacho Blvd.

The Owner and Applicant simply seek to proceed with development plans in which they have invested so much time and money. Arizona adopted the Protected Development Right

Statutes, A.R.S. §9-1201 et seq. to provide a mechanism whereby a property owner could protect existing development rights in the face of changes in municipal codes, which might otherwise prohibit the Owner's planned development. The Protected Development Rights Statutes also benefit municipalities because they provide a mechanism whereby a municipality can allow development, which would otherwise become prohibited due to changes to the municipalities' codes, thereby shielding the municipality from a landowner's claims for loss of development rights. These Statutes also foster certainty and stability while subjecting an owner to a timeline in which development is to proceed.

It is respectfully requested that the Mayor and Town Council approve Owner's Phased Protected Development Rights Plan.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

To: Mayor & Council
From: Ruth Mayday
Re: Green Global (4 South)
Date: 9/17/2016

In advance of next Tuesday's meeting, I wanted to provide you with additional information regarding this specific project.

This Protected Development Rights Plan (PDR Plan) consists of two (2) parcels of land that encompass 53 acres =/-. Of the 53 acres, the applicant is requesting to protect the right to develop medical marijuana uses on a 13 acre portion of the 306-33-173R parcel; this specific area constitutes the bottom half of the 173R parcel.

Commercial development is subject to the site development standards set forth in the UDO. These regulate the manner and placement of signage, exterior lighting, landscape, and so forth; the applicant is required to illustrate compliance with development standards on the Site Plan that is a part of the building permit application and approval. For a permitted use, staff cannot require improvements or site development standards in excess of what is required by code, unless the applicant is also requesting a Planned Area Development (PAD) overlay.

In this case, Council is reviewing a Protected Development Rights Plan rather than a site plan. While the two are similar in appearance, they have different purposes. Rather than lay out the details of a commercial site as a Site Plan does, the fundamental purpose of the PDR Plan is to preserve the right to develop a specific use on a specific piece of property as described in a legal description attached to and made a part of the PDR Plan. In addition, the statute allows a city or town to establish additional requirements for submittal and approval of a PDR plan, and also entitles the town to establish such terms and conditions. (ARS §9-2102 (C) and (I).

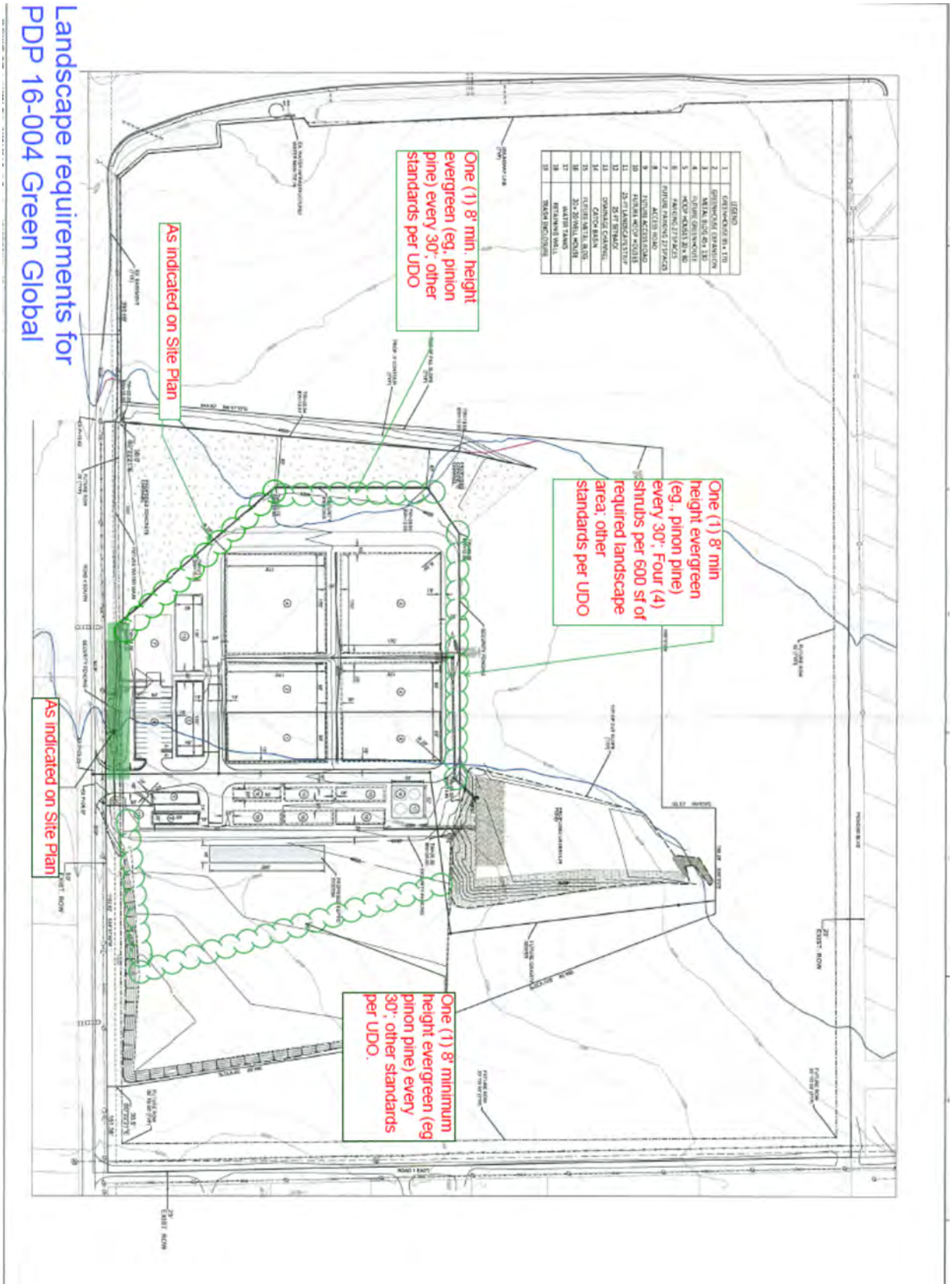
Given the proximity and visibility of this site to the entrance of the town, staff recommends increasing the landscaping on and around the MMJ use to better buffer it from roadways and surrounding residential uses. While the UDO requires only a 10' landscaping strip along 4 South, the ability to establish additional terms and conditions as afforded by ARS §9-2102 (C) and (I) entitle the Town to require development standards in excess of what is ordinarily required.

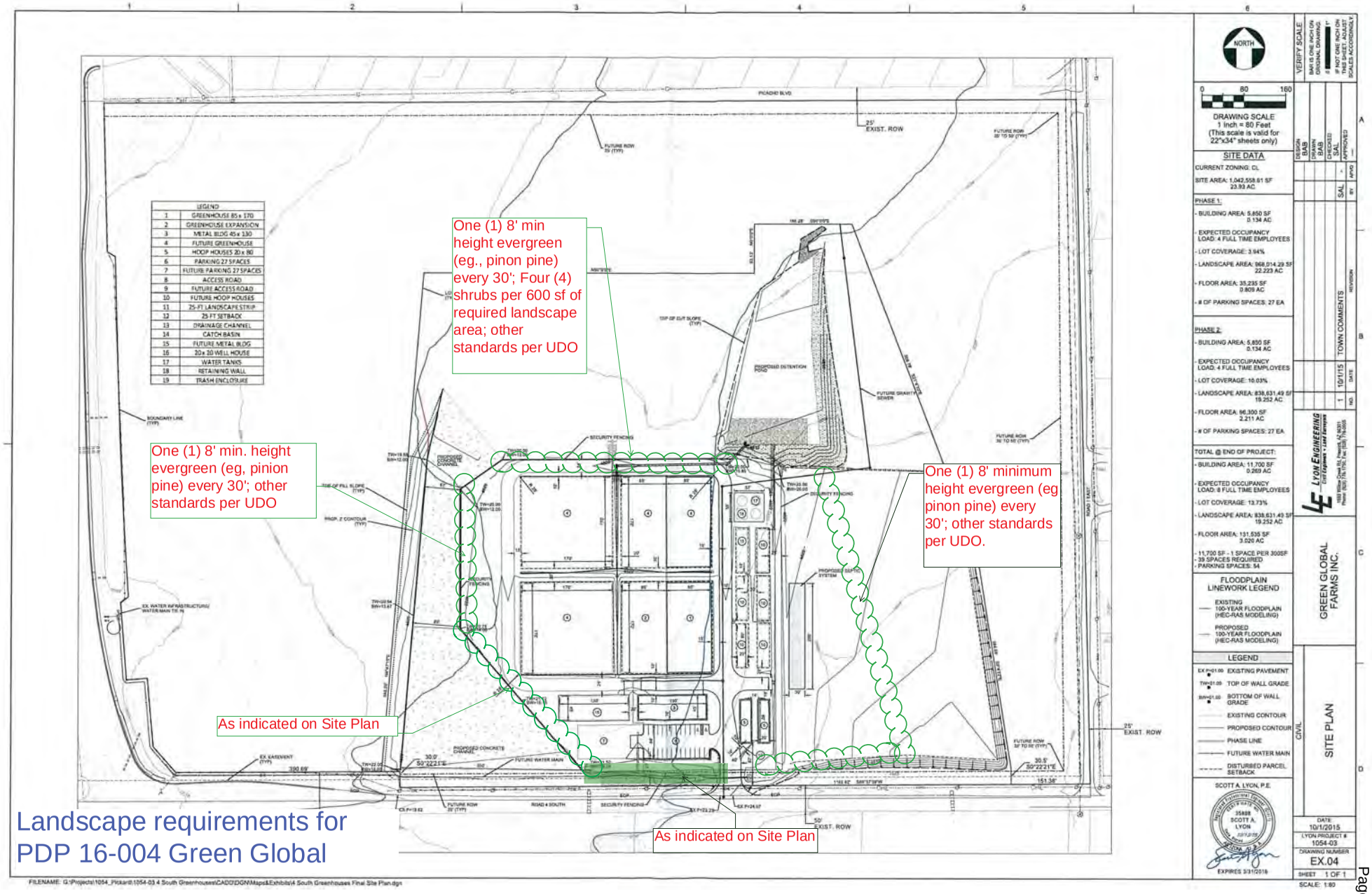
The attached PDR Plan shows where staff proposes the additional landscaping requirements, which should adequately buffer the Medical Marijuana uses from the surrounding residential and commercial uses.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

Landscape requirements for PDP 16-004 Green Global





Landscape requirements for PDP 16-004 Green Global

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. e.**

Meeting Date: 02/23/2016

Contact Person: Ruth Mayday, Development Services Director
Phone: 928-636-4427 x-1217

Department: Development Services

Item Type: Action Item

Estimated length of staff presentation: 10 minutes

Physical location of item: 645 West Road 4 North

AGENDA ITEM TITLE:

Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 645 West Road 4 North.

RECOMMENDED ACTION:

Because the PDR Plan as submitted meets the requirements set forth in ARS §9-1202 and will ensure the landowner(s)' right to develop the subject property as described in the plan for a period of five (5) years, staff recommends approval of the PDR Plan with the additional landscaping requirements as set forth in Landscaping Requirements PDR16-003 attached hereto and made a part herewith. MOTION: I move that we approve PDR Plan 16-003 for the property located at 645 West Road 4 North with the additional landscaping requirements as set forth in Landscaping Requirements PDR16-003 attached hereto and made a part herewith , encompassing approximately 12.4 acres as described herein.

SITUATION AND ANALYSIS:

Issue Statement

On January 26, 2016, the Town Council approved Ordinance No. 16-811, amending the Unified Development Ordinance (UDO) to allow the cultivation of Medical Marijuana only in the I (Industrial) zoning district. Prior to the effective date of the amendments (February 26, 2016), medical marijuana cultivation is permitted in several other zoning districts, either by right or with a conditional use permit. There are owners of existing facilities in these zoning districts whose planned expansions will not be permitted when the amendments become effective. Through the approval of a Protected Development Rights Plan ("PDR Plan" or "Plan") owners of land currently zoned for cultivation of medical marijuana will preserve their right to expand.

Summary of Issues and Staff Rationale

ARS §9-1201 et seq. establish the Protected Development Right Plan (PDR Plan), specific requirements for the plans, and length of term of approval, among other things. The purpose of a PDR plan is to grant landowners the right to develop a specific property in the manner set forth in the plan, as long as the development occurs within a specific period of time. To establish this right, the plan must be approved by the legislative body (after meeting the requirements set forth in the statute). The application of

recent amendments to the UDO regarding Medical Marijuana cultivation facilities will change several existing or under construction medical marijuana cultivation facilities into legal, non-conforming uses that, among other things, cannot be expanded or intensified. In other words, upon the effective date of Ordinance 16-811, those with existing medical marijuana facilities will not be able to increase the size of the facility beyond its footprint on February 25, 2016. Landowners have made significant financial investments in these facilities; implementation and approval of the PDR Plan will preserve the right to expand these existing uses for a minimum of five (5) years for phased plans. Additionally, approving a PDR Plan for these properties will provide the owners/developers reasonable certainty, stability, and fairness in the development process and secure the reasonable investment backed expectations of the landowner.

The PDR Plan does not entitle the applicant to a building permit. The plan confers on the landowner the right to undertake and complete the development and use of the property under the terms and conditions of, and as shown on the PDR. An approved plan is valid for three (3) years for a non-phased development and five (5) years for a phased plan; the approval can be extended for an additional two (2) years at the discretion of the municipality; the rights afforded by approval are attached to and run with the land.

The applicants, Rose Law Group, acting on behalf of Donald and Catherine Cox, submitted a Letter of Intent and PDR Plan on or about January 28, 2016; a fully executed application was received on February 11, 2016. The Plan encompasses approximately 12.4 acres and proposes development in two (2) phases. Phase 1 would allow cultivation of medical marijuana in five (5) existing greenhouses of approximately 5,000 sf each. Phase 2 proposes ten (10) additional greenhouses of 5,000 sf each. As each phase develops, more detailed site plans may be required.

Findings of Fact

Staff has reviewed the PDR Plan and finds that it meets the requirements as set forth in ARS §9-1202, including the identification of the proposed uses. Staff finds that approval of the Plan that "granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner." (ARS §9-1202 (F)). Staff finds that the plan as submitted constitutes a phased plan and should be approved for the period of five (5) years, as requested.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

PAD Application

Cox site plan

Cox legal

Narrative

PVG Memo

Landscaping Requirements PDR 16-003

Development Services Department
1982 N. Voss Drive #203
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

PLANNED AREA DEVELOPMENT APPLICATION

Name of Applicant: Ryan Hurley, Rose Law Group pc

Mailing Address: 7144 E. Stetson Drive, #300 Scottsdale, AZ 85251

Phone Number: 480-240-5585 **Email:** rhurley@roselawgroup.com

Name of Property Owner/s: Donald and Catherine Cox

Mailing Address: 645 West Road 4 North - Chino Valley

Phone Number: 928-848-1036 **Email:**

Name of Architect: NA

Mailing Address:

Phone Number: **Email:**

Name of Engineer: Kelley/Wise Engineering, Inc.

Mailing Address: 146 Grove Avenue Prescott, AZ 86301

Phone Number: 928-771-1730 **Email:**

Site Location: 645 W Road 4 North **APN/S:** 306-14-003R

Gross Area: 12.36 **Net Area:** **Density:**

Total No. of Lots: 5 greenhouses with 1 office / future greenhouses to be added

Description of requested use:

see attached project narrative

Project Narrative:

Application Fees:

PAD with Rezoning: Requires an $800.00 application fee along with $20.00 per lot and $115 per advertisement.

Applicant Signature: James M Cox — 2-16-16 **Date**

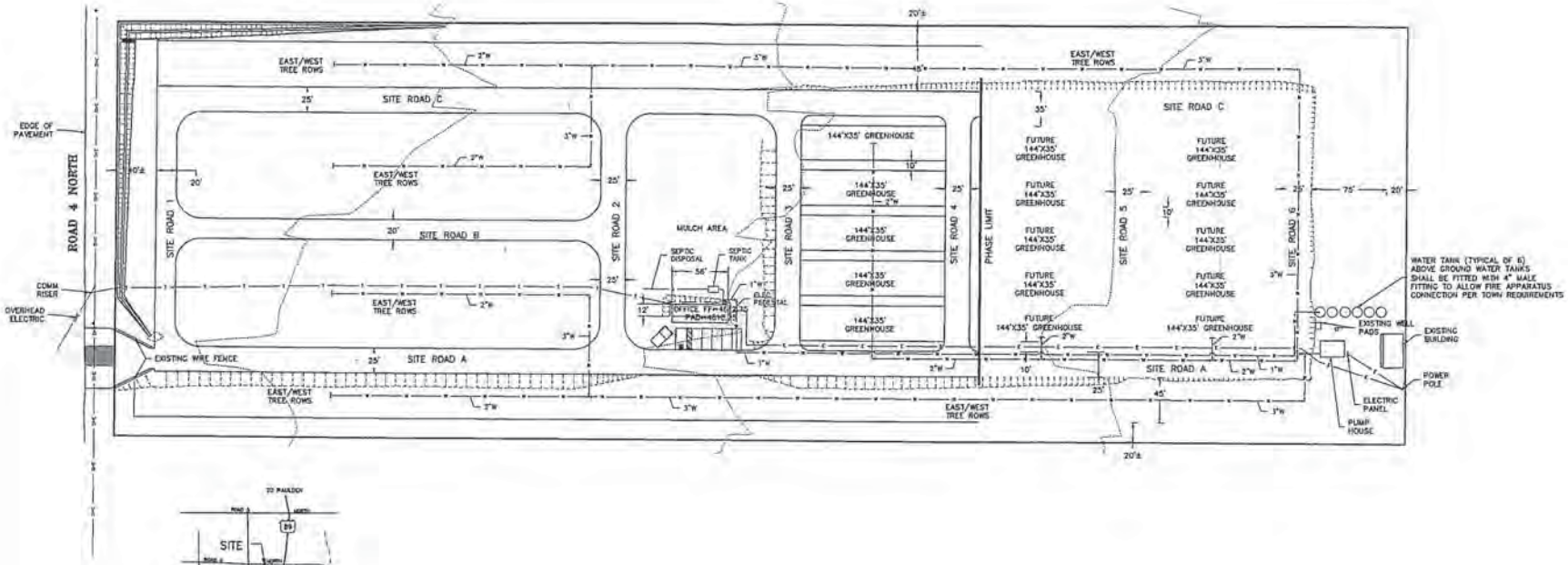
Owner Signature: Donald K Cox — 2-16-16 **Date**

Catherine Cox — 2-16-16

SITE PLAN
PV GROWERS
APN 306-14-003R
645 W ROAD 4 NORTH
CHINO VALLEY, AZ

"PROTECTED DEVELOPMENT RIGHT PLAN"
FOR
MEDICAL MARIJUANA CULTIVATION

PHASE I
5 GREENHOUSES: 5,040 S.F. EACH; HEIGHT = 16'-1" TO PEAK.
1 OFFICE: 672 S.F.; HEIGHT = 12'-8" TO PEAK.



VICINITY MAP
N.T.S.

SPECIAL NOTES:
1. WATER SYSTEM IS ON-SITE PRIVATE WELL AND PRIVATE DISTRIBUTION SYSTEM PIPING.
2. SEWER SYSTEM IS ON-SITE PRIVATE SEPTIC TANK AND DISPOSAL TRENCH SYSTEM.
3. ELECTRIC SERVICE IS PROVIDED BY ARIZONA PUBLIC SERVICE
4. GREENHOUSES TO UTILIZE PRIVATE PROPANE TANKS.

50 25 0 50 100'
1"=50'

SITE PLAN 645 W. ROAD 4 NORTH	DRAWN	WRW	REVISED
	SURVEY	WRW/GJK	
KELLEY / WISE ENGINEERING, INC.	CHECK	GRK	
148 GROVE AVENUE PRESCOTT, ARIZONA 86301 (928) 771-1730 FAX 778-2220	DATE	1/27/16	
	JOB	13-028	
	SHEET NO.	1 OF 1	

EXPIRES 06/30/16

Exhibit A

All that portion of Section 10, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 10;

Thence South 90°00'00" West, along the North line of said section, a distance of 493.90 feet;

Thence South 00°02'04" East, a distance of 25.00 feet to the POINT OF BEGINNING;

Thence South 00°02'04" East, a distance of 1298.78 feet;

Thence South 89°59'35" West, a distance of 415.34 feet;

Thence North 00°03'05" East, a distance of 1298.83 feet;

Thence North 90°00'00" East, a distance of 413.42 feet to the POINT OF BEGINNING.

Unofficial Copy

PROTECTED DEVELOPMENT RIGHTS PLAN

Medical Marijuana Cultivation Location
645 West Road 4 North
Chino Valley, Arizona

Prepared for:
Donald and Catherine Cox
645 West Road 4 North
Chino Valley, Arizona

Ryan Hurley
ROSE LAW GROUP
7144 E. Stetson Drive, #300
Scottsdale, Arizona 85251

INTRODUCTION

This Property Development Rights Plan ("PDR Plan") application is submitted on behalf of Donald and Catherine Cox (the "Applicants") who are the owners of 12.36 acres of vacant land located at 645 W. Road 4 North in Chino Valley, Arizona. The Applicants respectfully request that the Town of Chino Valley approve this PDR Plan to allow an enclosed cultivation operation for medicinal marijuana.

In 2010 the citizens of the State of Arizona passed the Arizona Medical Marijuana Act, a ballot initiative creating new law to authorize the use of marijuana for medicinal purposes. In accordance with the initiative the Arizona Department of Health Services ("ADHS") has promulgated rules that work with the new law to regulate the cultivation of the medicine, its infusion into various forms, and of course for its distribution. However, medicinal marijuana may only be dispersed to qualified patients IF they have received a patient identification card from ADHS.

Many jurisdictions adopted their own zoning regulations for this emerging new industry. The Town of Chino Valley adopted an amendment to its zoning code with the intent to regulate the locations of medical marijuana related business. Title XV, Chapter 154, Section 4.31 of the Town Code stipulates that a medical marijuana dispensary facility may locate so long as it is 500 feet from a school, 500 feet from a public park or public building, 500 feet from a drug or alcohol rehabilitation facility, and 500 feet from a residential zoning district. The proposed location meets all of these separation requirements. This amendment was crafted to protect the public from possible adverse impacts of the use while still making the businesses accessible to those segments of the population who need to patronize them. This application is submitted in furtherance of obtaining approval of the PDR Plan from the Town of Chino Valley in order for the Applicants to initiate cultivation operations in compliance with the Town's requirements, State law and ADHS regulations.

REQUEST

The Applicants are requesting approval of a PDR Plan for a medical marijuana cultivation location, where marijuana will be grown for the purpose of dispensing to state approved patients in accordance with State law and ADHS regulations, to be located at **645 W. Road 4 North**. The proposed location of the cultivation operation meets all of the requisite standards for a medicinal marijuana facility contained in Title XV, Chapter 154, Section 4.21 of the Town Code. Please see attached site plan identified as Exhibit A. There are five greenhouses that will be utilized immediately with additional greenhouses to be added at a future date. The cultivation buildings are more than 500 feet from a school, 500 feet from a public park or public building, 500 feet from a drug or alcohol rehabilitation facility, and 500 feet from a residential zoning district. Additionally, the proposed use will comply with all other zoning ordinance requirements as outlined in Section 4.31. This use will be located in a permanent enclosed building, and will not have retail sales, restaurant, food service, or entertainment activities within the facility. The use will be located in a permanent building or structure. The Applicants fully intend to comply with all laws and regulations in order to operate a discrete cultivation operation at this location.

MEETS PDR CRITERIA

This application meets all criteria necessary for granting a Protected Development Right as outlined in the Arizona Revised Statutes, 9-1202.

9-1202. Protected development right; establishment; plan requirements; variance

> A. A city or town may provide by ordinance or resolution the requirements for a development to be a phased development. If a city or town does not adopt an ordinance or resolution that includes the requirements for a development to be a phased development, a plan submitted as a protected development right plan may be identified as a plan for a phased development at the time the plan is submitted.

B. A protected development right plan, at a minimum, shall describe with a reasonable degree of certainty all of the following:

1. The proposed uses of the site.
2. The boundaries of the site.
3. Significant topographical and other natural features affecting development of the site.
4. For other than a phased development, the general location on the site of the proposed buildings, structures and other improvements.
5. The number of dwelling units and, for other than a phased development, the square footage and height of the proposed buildings and other structures.
6. The location of all existing and proposed utilities and a provision for other infrastructure on the site, including water, sewers, roads and pedestrian walkways.

C. Nothing in this section is intended to or shall preclude a city or town from establishing additional requirements for submittal or approval of development plans for any land use category or district and such requirements may include traffic reports or studies, drainage reports or studies, master street plans, development phasing schedules and phased public infrastructure schedules. A city or town shall require submission of a more detailed plan for each phase of a phased development in order to obtain final site development approval to develop the property.

D. A final subdivision plat that meets the requirements of subsection B, and section 9-463.01 shall be a protected development right plan.

E. A protected development right is established only for the specific elements of the development or other specific matters shown on the approved protected development right plan. A protected development right is not established for any elements or other matters, or portions of any elements of the development or other matters not shown on the approved protected development right plan.

F. The legislative body of a city or town may designate by ordinance or resolution a development plan that is not identified as a protected development right plan at the time it is submitted as a protected development right plan upon a finding by such legislative body that granting a protected development right to undertake and complete the development shown on the plan will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of the landowner.

G. A protected development right shall be deemed established with respect to a property on the effective date of a valid approval of a protected development right plan. The protected development right confers on the landowner the right to undertake and complete the development and use of the property under the terms and conditions of the protected development right plan and this article.

H. A city or town shall not require a landowner to waive a protected development right as a condition of development approval.

I. A protected development right is subject to the terms and conditions imposed by the city or town on the protected development right plan approval and nothing in this section is intended to or shall preclude a city or town from establishing such terms and conditions.

J. A protected development right plan approved with a condition or stipulation that a variance be obtained does not confer a protected development right until the necessary variance is obtained. Approval of a protected development right plan does not guarantee approval of a variance.

CONCLUSION

The Town of Chino Valley has enacted zoning regulations for the siting and operation of medical marijuana-related land uses. This PDR Plan submitted for a medical marijuana cultivation

operation adheres to all criteria necessary for the granting of the proposed use as outlined in the Town's Ordinance and listed above. Furthermore, no deviations from the Zoning Ordinance are required for the cultivation operation at this site. Approval of this application is consistent with the intent of the Town's Zoning Ordinance. The use will be in compliance with all State and Local laws, and will not be the cause any detriment to the surrounding properties. The Applicants fully intend to work closely with the Town and surrounding community to ensure the safe operation of the proposed cultivation location and respectfully requests the approval of this PDR Plan application.

Development Services Department
1982 Voss Drive #201
Chino Valley, AZ 86323

928-636-4427
928-636-6937
www.chinoaz.net

To: Mayor & Council
From: Ruth Mayday
Re: Prescott Valley Growers
Date: 9/17/2016

In advance of next Tuesday's meeting, I wanted to provide you with additional information regarding this specific project.

This Protected Development Rights Plan (PDR Plan) consists of one (1) of land that encompass 12.36 acres =/-. Of the 12 acres, the applicant is requesting to protect the right to develop medical marijuana uses on an approximately 6 acre portion of the 306-14-003R parcel; this specific area constitutes the south half of the 003R parcel.

Commercial development is subject to the site development standards set forth in the UDO. These regulate the manner and placement of signage, exterior lighting, landscape, and so forth; the applicant is required to illustrate compliance with development standards on the Site Plan that is a part of the building permit application and approval. For a permitted use, staff cannot require improvements or site development standards in excess of what is required by code, unless the applicant is also requesting a Planned Area Development (PAD) overlay.

In this case, Council is reviewing a Protected Development Rights Plan rather than a site plan. While the two are similar in appearance, they have different purposes. Rather than lay out the details of a commercial site as a Site Plan does, the fundamental purpose of the PDR Plan is to preserve the right to develop a specific use on a specific piece of property as described in a legal description attached to and made a part of the PDR Plan. In addition, the statute allows a city or town to establish additional requirements for submittal and approval of a PDR plan, and also entitles the town to establish such terms and conditions. (ARS §9-2102 (C) and (I).

This PDR Plan indicates east/west tree rows on the east and west boundaries of the property as well as approximately four (4) acres of trees between the proposed greenhouses and West Road 4 North; the combination of distance and density of trees will meet or exceed the requirements in the UDO. The properties to the east and south of this site to are zoned AR-5; the parcel to the west is zoned SR-1 but is owned by the applicant. The ability to establish additional terms and conditions as afforded by ARS §9-2102 (C) and (I) entitle the Town to require development standards in excess of what is ordinarily required. In this case, staff has indicated additional landscaping along adjacent to the greenhouse portion of the site.

The attached PDR Plan shows where staff proposes the additional landscaping requirements, which should adequately buffer the Medical Marijuana uses from the surrounding residential and commercial uses.

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Chino Valley, AZ 86323

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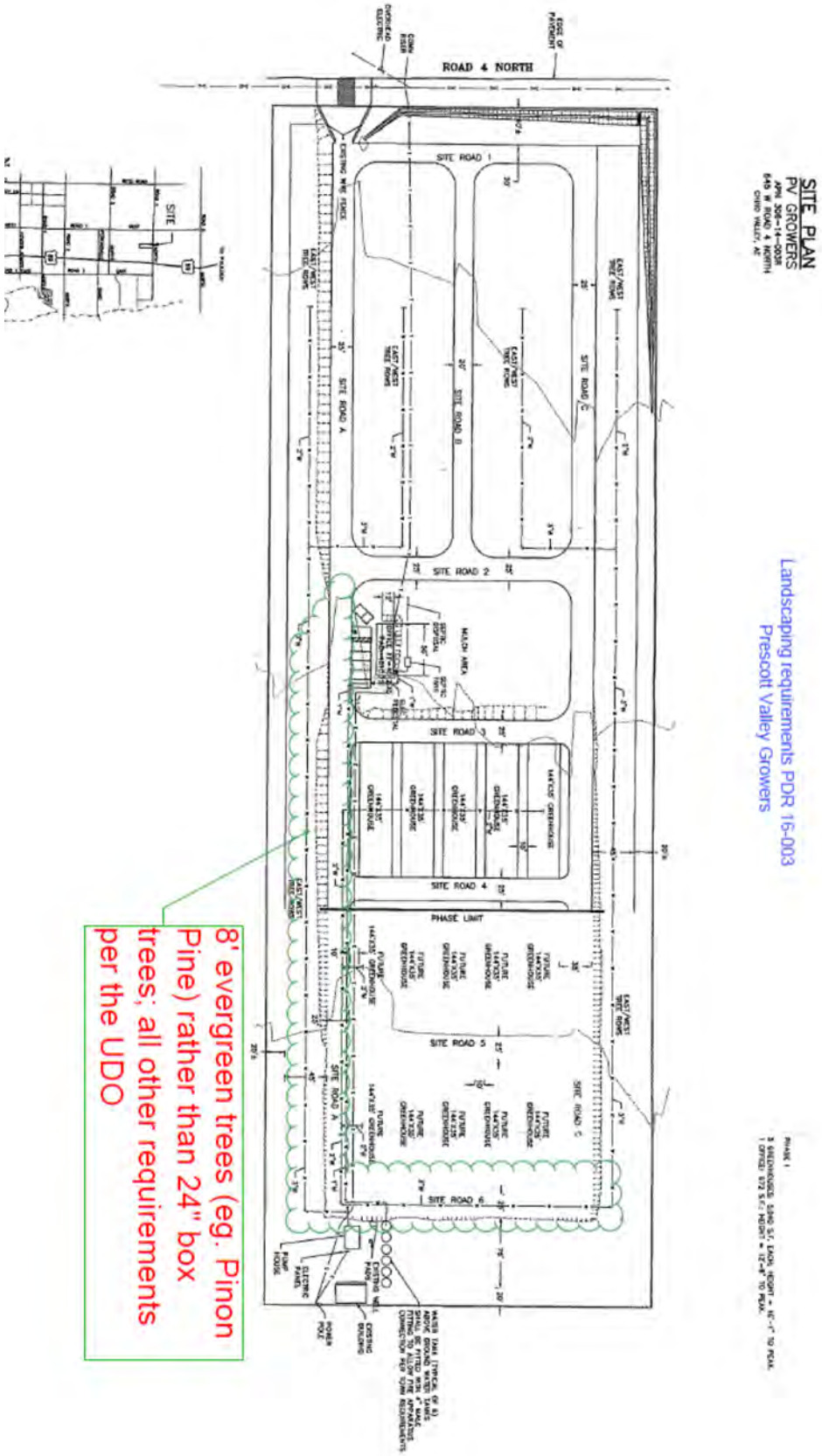
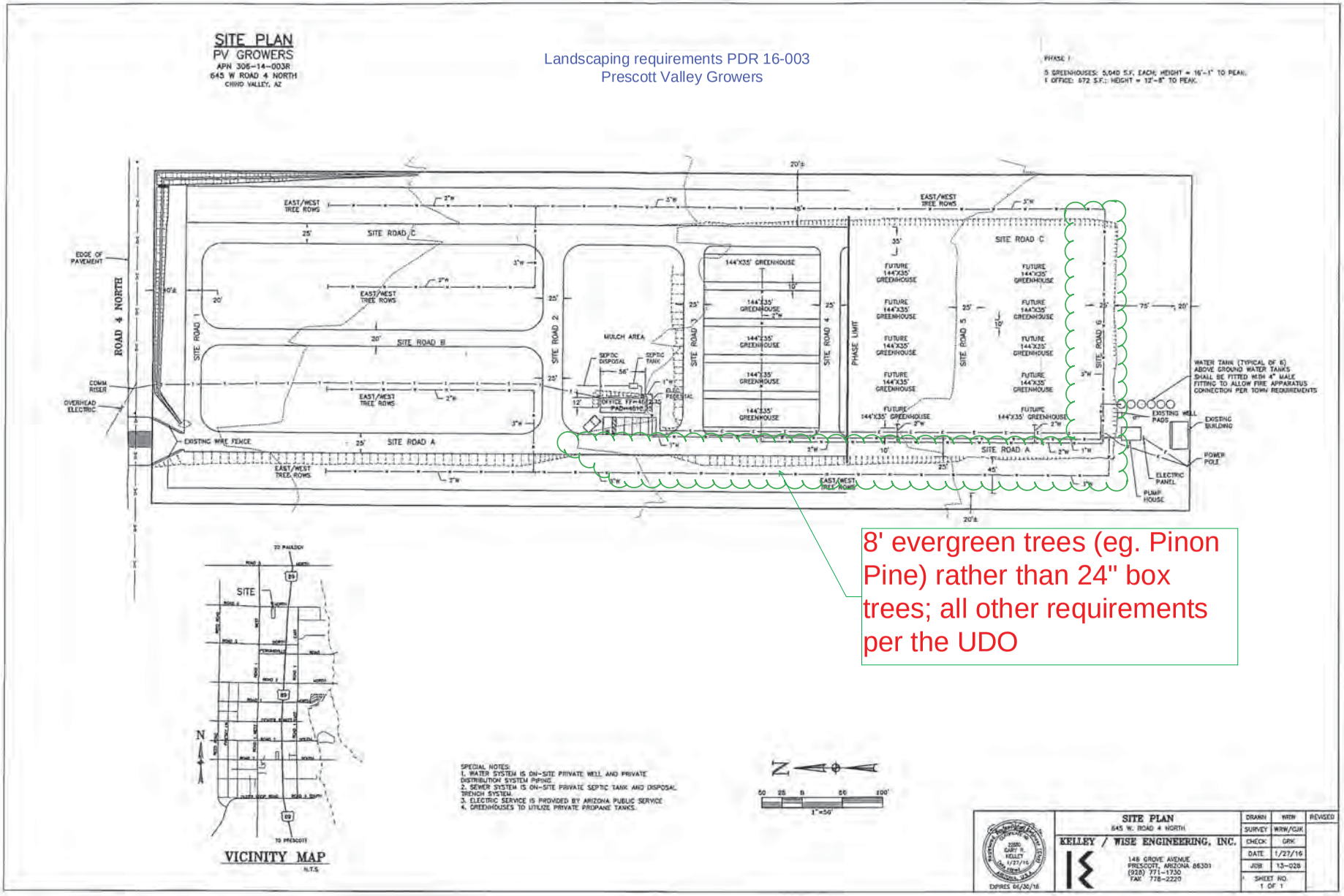


Landscaping requirements PDR 16-003
Prescott Valley Growers



8' evergreen trees (eg. Pinon Pine) rather than 24" box trees; all other requirements per the UDO

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. f.**

Meeting Date: 02/23/2016

Contact Person: Cecilia Grittman, Assistant Town Manager
Phone: 928-636-2646 x-1202

Department: General Services

Item Type: Action Item

Estimated length of staff presentation: 5 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Communications Policy for the Town of Chino Valley.(Cecilia Grittman, Assistant Town Manager)

RECOMMENDED ACTION:

Move to adopt the Town of Chino Valley's Communications Policy / Social Media Policy effective immediately.

SITUATION AND ANALYSIS:

The Town of Chino Valley has been working on a Communications Plan for about a year, looking to incorporate some of the technology the Town has and what is available in the social media arena. It has long been recognized that communications in our community are challenging with a lack of a daily newspaper and no dedicated radio or television station. The Town would like to use various avenues to outreach to our community, and it is prudent that we develop some guidelines as we begin these communication streams.

The Communications Policy / Social Media Policy is an administrative policy which applies to all Town of Chino Valley employees and elected officials. It provides guidelines for the creation of Town sites and communications, and discusses management of comments, public records, and opinions.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

COMMUNICATIONS POLICY / SOCIAL MEDIA POLICY

I. Purposes

a. Enhance a culture of trust and transparency between the residents of Chino Valley and the Town.
b. Assist the community in understanding the breadth of Town services available.
c. Provide information on how to access Town services.
d. Communicate Town events.
e. Communicate Town business (Council Meetings, Planning & Zoning, etc.)
f. Provide an opportunity for a Council Member to have a dialogue with the public.
g. Provide a limited public forum whereby the Town can inform its citizens and businesses of Town operations and citizens can comment on specific topics only at the Town's request and sole discretion.

II. Definitions

a. "Comments" means information, articles, photos, videos or other form of communicative content posted on a social media site by a person other than the owner or operator of the site.
b. "Communications" means information distributed by the Town via the Town's Communications Channels.
c. "Communications Manager" means the Town Manager or his or her appointee.
d. "Communications Channels" means the methods used by the Town to distribute Town Communications, which includes "Official Town Information Sources" and "Town Social Media Sites".
e. "Official Town Information Sources" are the Town's website, Access TV, official press releases, or other sources the Town may utilize, such as a newsletter.
f. "Official Town Website" means that website maintained by the Town at web address: http://www.chinoaz.net/.
g. "Social Networking" means the practice of expanding the number of one's business or personal contacts by making connections through web-based applications and using those applications to promote the sharing of information.
h. "Town Social Media Sites" are those unofficial Town internet sites that are maintained by the Town as additional outlets of information. These may include, but are not limited to, the following: the Town's Facebook page, Twitter, YouTube, LinkedIn, Flickr, and other resources which may become available to the Town.
i. "Public Officer" means any member of the Town Council, Town Boards, or Commissions.
j. "Town Website" means any website maintained by or for the benefit of the Town.

III. First Amendment Considerations and Limitations

a. The Official Town Information Sources are a means for the Town to provide information on matters related to Town business and events to Town residents, businesses and visitors. The Official Town Information Sources are not a public forum and are not open to receiving public Comments.

b. Town Social Media Sites are non-public forums except as may become limited public forums where the Town may, at its sole discretion, open the site for public comments limited by topic, time or location on the site. Any comments received that do not meet the Town's criteria or are deemed by the Town to be profane or obscene are subject to removal. The types of comments which may be removed include, but are not limited to:

- Comments that use offensive language;
- Comments that are off-topic or are not germane to the topic being discussed;
- Comments that are personal in nature towards an elected official, Town employee, or personal toward another individual;
- Comments that Town staff feel are not in congruence with the stated purposes of this policy (Section I).

IV. Responsibilities and Administration

a. Authority: The Town Manager is responsible for Town Communications and may appoint a Communications Manager, who will report directly to the Town Manager or his/her designee. The Town Manager or, if appointed, the Communications Manager shall oversee and administer the Town Communications operations, including Official Town Information Sources and Town Social Media Sites and shall be responsible for formatting and disseminating information broadcast by the Town. The Communications Manager shall decide the appropriate vehicle for the information being disseminated. If Comments are received, the Communications Manager or his/her designee shall review them and shall promptly remove any Comment that is not in compliance with this Policy.

b. The Town Manager or Communications Manager shall review and may approve:

   a. Requests for using third-party websites and services to advertise Town business, events, or services;
   b. Town-related content being posted on third-party websites;
   c. Town Video posted on outside sources (such as YouTube);
   d. Town content posted on any third-party website, which shall include a clear statement that any reuse, reproduction or alteration of the content is prohibited.

c. Message: The Communications Manager shall ensure that all Town Communications further the Town's or Town department's mission, provide information about Town

services, showcase Town or Community events, or provide content that is beneficial or educational to the Town, the community or the region in general.

d. Development of Multiple or Additional Town Sites: If a public official or Town department desires to create an additional social media or Facebook site, the department head or public official shall first consult the Town Manager. No social media or Face Book site shall be created by any Town department or public official without the written permission of the Town Manager. Prior to granting permission, the Town Manager shall consult with and obtain input from the Town IT Department and Communications Manager. If permission is granted, the Department's Director or designee, or public official shall be responsible for the content and upkeep of any site other than the Town's official sites.

The Communications Manager, or designee, shall have the ability to edit the site, offer suggestions for content, purge data to keep information timely, and provide expertise regarding media and public communications.

Council Members may wish to communicate to the public via podcast or some other method communication that may be construed as his or her personal opinion or platform.

- Personal opinions should be minimized.
- Council Members will limit public discussion on items that may come before the entire Council for a future discussion and / or vote. Those items should be discussed in a recognized, posted, public forum.
- When Council speaks in a public setting or formal interview (newspaper, radio, podcast, etc), they should introduce their comments with a disclaimer:

  "Any expression of opinion that may be read into this article can only be attributed to me as the author and does not represent the position or opinion of the Town Council or Town Staff."

It should be noted that in doing so, the Council Member is speaking for himself or herself only, and does not represent the Council as a body. Council Members may wish to communicate to the public via numerous ways, such as podcast, news release, letter to the public, memo of clarification, etc. These communications should reflect clarification or communication of Town business, but if they are to be distributed to or on Town communication sites theyshould not be a member's opinion. There will be a link on the Town website or Facebook page to the Council Member's page for such communication as noted above

V. No Expectation of Privacy; Public Records

a. The Town reserves the right to use software and other available tools to monitor verbal and written communication or discussions about the Town or its employees anywhere on the Internet, including blogs, other public social networking sites and open communications.
b. Postings on the Town's Communications Channels are not protected from disclosure and the public should be cautioned before posting that their posting is neither private nor confidential.
c. Any information included in comments, including name and email address, may be released through a formal public records request to the media, a business, or any other person or entity making the request.
d. Information posted on the Town's Communications Channels is subject to the Town's public records retention policies and state and federal laws related to retention and maintenance of public records.
e. Public events or meetings that are chronicled on the Town's website, Town's Facebook page, or other Town communication medium are considered to be a public record and therefore there is no expectation of privacy on the public's part. Pictures of people at events or meetings may be contained therein, without explicit permission being granted from the person attending the public event or meeting. No video clips containing children will be present on any Town communication channel without the express written permission of the minor's parent or guardian.

VI. Town Employee and Town Public Officer Media and Social Media Guidelines

a. Town employees have First Amendment rights of freedom of speech. The Town may, however, impose certain restraints on job-related speech by an employee and on workplace speech. Employees shall not disclose, through social media, social networking or the Town's website, confidential information of the Town or other information obtained as part of their job duties.
b. If an employee believes that information is a matter of public concern, the employee shall consult with the Town Manager prior to disclosure.
c. All communications with the media by Town employees in their official capacity will be coordinated with the Communications Manager or his/her designee. The Communications Manager shall work with staff on techniques for proper communications, help coordinate appropriate training, and provide constructive feedback to staff/the Town on communication efforts and published media.
d. Contributions to social media sites by Town employees and public officers (including Board and Commission members) may be considered to be government speech rather than private speech and may be governed by state and federal laws such as the Arizona

Open Meeting Law or federal elections and campaign laws. Use of private email address or other non-Town identifier alone will not change a Town employee's or public official's speech from government to private. Even posting a disclaimer in the contribution, such as stating "these comments reflect my own private opinion and do not, in any way, reflect the opinion of the Town of Chino Valley," may not be sufficient to transform a Town employee's or public officer's speech from government speech to private speech. Therefore, to the extent the social media contribution is government speech, all Town employees and public officers shall follow the same rules, regulations and policies that apply to other forms of government/Town expression.

e. Town employees who wish to contribute comments to social media sites shall do so on their own time, on their own equipment, and shall not identify themselves as Town employees or claim to be speaking on behalf of the Town. Blogging or personal use of social media shall not disrupt or distract from the work environment. Excessive or disruptive use of employee blogging or personal use of social media or social networking sites may result in disciplinary action, up to and including termination.
f. Employees shall not use Town logos, trademarks, photographs or ideas in their personal use of social media or social networking.
g. Employees assume all risks relating to the use of social media and social networking. The Town may require immediate removal of, and impose discipline for, material that is disruptive to the workplace or impairs the mission of the Town.
h. Employees are prohibited from disclosing confidential information or information that could breach the security of the Town or the Town's computer network.
i. Use of social media for business purposes, such as LinkedIn or members-only sites maintained by professional organizations may be permitted by the Town Manager for professional use by Town employees or Departments.
j. Town public officers (members of the Council, boards and commissions) shall not engage in serial meetings via the internet or social media. In that regard, such officers shall not respond to "like", "share", retweet or otherwise participate in any published postings or use Town sites or other form of electronic communication to respond to, blog or otherwise engage in serial meetings or discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body of which the public officer is a member.

VII. Public Input

a. It is the intent of the Town of Chino Valley to use Town Communications Sources *primarily* as a one-way communication tool. Comments from the public will not be posted directly onto any of the Town's sites except as may be permitted from time to time by the Town.
b. Members of the public who wish to share information or have concerns, questions, or comments about the content of a Town site or service, may contact the Town via other forms of communication. The Town reserves the right to re-post questions, comments,

or other information provided by users; for example, by the creation of a frequently asked questions (FAQs) list or any other method. Use of information or questions submitted shall be at the sole discretion of the Town and shall be considered to be the sharing of relevant information by the Town rather than by an individual who submits information or questions.

Any information or comments posted to the Town's Communications Sources are the property of the Town and users of the Town's sites do not retain any rights to their postings. Postings are intended for public view and any personal information posted constitutes a waiver of any rights to privacy or confidentiality.

VIII. Prohibited Uses and Content. Communications posted on the Town's sites are monitored and the Town reserves the right to remove inappropriate postings including, but not limited to, the following, which are prohibited postings:

a. Postings that do not meet one of the Town's purposes as set forth in Section 1;
b. Postings that contain profane or obscene language or sexual content or links to obscene or sexual content;
c. Posting that promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation or any other basis protected by state or federal law.;
d. Postings that support or oppose political candidates or ballot propositions;
e. Postings that contain spam or link to other sites Inaccurate or false statements;
f. Postings that serve a commercial purpose or promote commercial services or products. Postings that contain photographs, videos or other content to which the Town has not obtained full permission or rights to its use or otherwise violate the legal ownership interest of another party or infringe on copyrights, trademarks, or other intellectual property
g. Postings that digress from the topic being discussed;
h. Postings that encourage or promote illegal activity;
i. Postings of information that may compromise the safety or security of the public or public systems or employees.

IX. Official Town Website. All content posted to the Official Town Website shall receive prior approval from the Town Manager, his or her designees, or Communications Manager and shall be posted in compliance with the following policies:

a. The Town of Chino Valley shall maintain only one Official Town Website. Its web address is http://www.chinoaz.net/. Town departments and Council Members may have pages on the Town website.

b. The purpose of the Official Town Website is to provide the residents of the Town and the general public with information about the Town, its governance, and public events.
c. All official notices of the Town, including public meeting agendas, minutes, and supporting documentation, public hearing notices, and all other information required by law to be posted by the Town on its website shall be posted on the Official Town Website.
d. The Town is not responsible for the reliability, accuracy or functionality of links to third-party websites that it posts on the Official Town Website.
e. In the event of discovery of an error in a posting, the Town shall promptly provide a correction, noting the error and providing the correct information.

X. Suspension of Services. The Town reserves the right to temporarily or permanently suspend access to Town Communication Channels at any time.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. a.**

Meeting Date: 02/23/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Estimated length of Staff Presentation: 15 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to recess into an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to managing the Chino Valley Shooting Range that is the subject of negotiations.

Attachments

No file(s) attached.

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, February 23, 2016
6:00 P.M.

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

AGENDA - AMENDED**

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

**An invocation will be given at the beginning of the meeting by a member of Council. Persons who do not wish to participate may remain in the lobby during the invocation and will be notified by Town staff when the invocation is finished. The Council will pause briefly to allow those in the lobby to enter before proceeding with the Pledge of Allegiance and the rest of the meeting.*

The invocation is solely the expression of the religious belief of the speaker and is not an endorsement of those beliefs by other Council members or by the Town of Chino Valley. Religion is a personal matter, independent of the function of government. The purpose of the invocation is to solemnize the legislative proceedings of the Council. It is not intended to advance, proselytize, disparage, or denigrate any other religion, belief, or non-belief or to coerce others to participate. No stigma or different treatment of persons who choose to participate or who choose not to participate will be tolerated.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Yavapai College Community Update, presented by Dr. Penny Wills, President. (Jami Lewis, Town Clerk)

b. Presentation of Government Finance Officers Association (GFOA) Budget Award for FY 2015/2016. (Mayor Marley)

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further

consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

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

a. Comments pertaining to the Council Rules of Procedure regarding disturbances in meetings. (Mayor Marley)

b. Comments regarding pumpkin pot pie, the ideal Chino Valley product.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

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

a. Consideration and possible action to adopt Resolution 16-1076 authorizing the Chief of Police to apply for Governor's Office of Highway Safety (GOHS) grants for federal budget year 2017. (Chuck Wynn, Police Chief)

7. ACTION ITEMS

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

a. Consideration and possible action to authorize the Mayor to sign a letter of support for Federal Senate Bill 1895 and House Bill 3345, related to the Downwinders Compensation Act of 2015. (Chris Marley, Mayor)

Recommended Action: Authorize the Mayor to sign the letter of support.

b. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 2550 N. Road 1 East. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-002 for the property located at 2550 N. Road 1 East, including the Landscaping Plan PDR 16-002, encompassing approximately 12.15 acres.

c. Consideration and possible action to approve PDR16-005, a Protected Development Rights Plan (PDR Plan) for the property located at 602 W. Road 1 North, encompassing approximately 20 (19.76) acres. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-005 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-005, for the property encompassing approximately 19.76 acres.

d. Consideration and possible action to approve PDR 16-004, preserving development rights and setting forth a plan of development of a 53-acre parcel located at the southeast corner of State Route 89 and 4 South as described herein and made a part herewith. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-004 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-004, for the property located at the Northeast corner of State Route 89 and East Road 4 South, encompassing approximately 53 acres.

e. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 645 West Road 4 North. (Ruth Mayday, Development Services Director)

Recommended Action: Approve PDR Plan 16-003 for the property located at 645 West Road 4 North with the additional landscaping requirements as set forth in Landscaping Requirements PDR16-003 , encompassing approximately 12.4 acres.

f. Consideration and possible action to adopt Communications Policy for the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Adopt the Town of Chino Valley's Communications Policy / Social Media Policy effective immediately.

8. EXECUTIVE SESSION

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

a. Consideration and possible action to recess into an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to managing the Chino Valley Shooting Range that is the subject of negotiations.

b. **Consideration and possible action to recess into an executive session pursuant to ARS sections 38-431.03(A)(3) and 38-431.03(A)(4) for discussion or consultation for legal advice with the Town Attorney regarding the invocation and in order to consider the Town's position and instruct the Town Attorney in order to avoid or resolve contemplated litigation related to the Town Council's invocation. (Phyllis Smiley, Town Attorney)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 18th day of February, 2016.
Amendment dated 22nd day of February, 2016.

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

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

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date:_____ Time:_____ By:_____
Jami C. Lewis, Town Clerk

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, February 23, 2016
6:00 P.M.

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

AGENDA - AMENDED**

ACTION TAKEN

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

**An invocation will be given at the beginning of the meeting by a member of Council. Persons who do not wish to participate may remain in the lobby during the invocation and will be notified by Town staff when the invocation is finished. The Council will pause briefly to allow those in the lobby to enter before proceeding with the Pledge of Allegiance and the rest of the meeting.*

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2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Yavapai College Community Update, presented by Dr. Penny Wills, President. (Jami Lewis, Town Clerk) **HEARD**

b. Presentation of Government Finance Officers Association (GFOA) Budget Award for FY 2015/2016. (Mayor Marley) **PRESENTED**

3. CALL TO THE PUBLIC **HEARD**

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

4. RESPONSE TO THE PUBLIC

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

a. Comments pertaining to the Council Rules of Procedure regarding disturbances in meetings. (Mayor Marley) **REPORTED**

b. Comments regarding pumpkin pot pie, the ideal Chino Valley product. **REPORTED**

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects. **REPORTED**

6. CONSENT AGENDA

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

a. Consideration and possible action to adopt Resolution 16-1076 authorizing the Chief of Police to apply for Governor's Office of Highway Safety (GOHS) grants for federal budget year 2017. (Chuck Wynn, Police Chief) **APPROVED**

7. ACTION ITEMS

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

a. Consideration and possible action to authorize the Mayor to sign a letter of support for Federal Senate Bill 1895 and House Bill 3345, related to the Downwinders Compensation Act of 2015. (Chris Marley, Mayor) **APPROVED**

Recommended Action: Authorize the Mayor to sign the letter of support.

b. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 2550 N. Road 1 East. (Ruth Mayday, Development Services Director) **MODIFIED***

Recommended Action: Approve PDR Plan 16-002 for the property located at 2550 N. Road 1 East, including the Landscaping Plan PDR 16-002, encompassing approximately 12.15 acres.

* Added stipulation that before a Certificate of Occupancy is issued the landscaping must be finished.

c. Consideration and possible action to approve PDR16-005, a Protected Development Rights Plan (PDR Plan) for the property located at 602 W. Road 1 North, encompassing approximately 20 (19.76) acres. (Ruth Mayday, Development Services Director) **MODIFIED***

Recommended Action: Approve PDR Plan 16-005 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-005, for the property encompassing approximately 19.76 acres.

* Added stipulation that before a Certificate of Occupancy is issued the landscaping must be finished.

d. Consideration and possible action to approve PDR 16-004, preserving development rights and setting forth a plan of development of a 53-acre parcel located at the southeast corner of State Route 89 and 4 South as described herein and made a part herewith. (Ruth Mayday, Development Services Director) **MODIFIED***

Recommended Action: Approve PDR Plan 16-004 with the additional landscaping requirements set forth in the Landscaping Requirements for PDR 16-004, for the property located at the Northeast corner of State Route 89 and East Road 4 South, encompassing approximately 53 acres.

* Added the inclusion of Supplemental Plan B.

e. Consideration and possible action to approve a Protected Development Rights Plan (PDR Plan) for the property located at 645 West Road 4 North. (Ruth Mayday, Development Services Director) **MODIFIED***

Recommended Action: Approve PDR Plan 16-003 for the property located at 645 West Road 4 North with the additional landscaping requirements as set forth in Landscaping Requirements PDR16-003 , encompassing approximately 12.4 acres.

* Added stipulation not to grant Certificate of Occupancy until landscaping is finished.

f. Consideration and possible action to adopt Communications Policy for the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager) **APPROVED**

Recommended Action: Adopt the Town of Chino Valley's Communications Policy / Social Media Policy effective immediately.

8. EXECUTIVE SESSION

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

a. Consideration and possible action to recess into an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to managing the Chino Valley Shooting Range that is the subject of negotiations. **HELD**

b. **Consideration and possible action to recess into an executive session pursuant to ARS sections 38-431.03(A)(3) and 38-431.03(A)(4) for discussion or consultation for legal advice with the Town Attorney regarding the invocation and in order to consider the Town's position and instruct the Town Attorney in order to avoid or resolve contemplated litigation related to the Town Council's invocation. (Phyllis Smiley, Town Attorney) **HELD**

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 18th day of February, 2016.
Amendment dated 22nd day of February, 2016.
(Action Taken dated February 24, 2016)

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

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Date:_____ Time:_____ By:_____
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