

1. Town Council - Agenda

Documents:

[2016\\_07\\_12\\_CC\\_RG\\_AG.PDF](#)

2. Town Council - Agenda Packet

Documents:

[2016\\_07\\_12\\_CC\\_RG\\_PK.PDF](#)



## Town of Chino Valley

### MEETING NOTICE TOWN COUNCIL

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**REGULAR MEETING**  
**Tuesday, July 12, 2016**  
**6:00 P.M.**

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

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

### AGENDA

1. **CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
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.*

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.*

**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 approve Ordinance No. 16-820 rezoning approximately 1.37 acres of real property, located at 3385 Bacon Lane, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number (APN) 306-04-002V, located within the Southeast quarter of Section 3, Township 16N, Range 02W, Gila and Salt River Base and Meridian from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district. (Applicant: Robbie and Maggie Vermilyea) (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance No. 16-820, rezoning approximately 1.37 acres of real property located at 3385 Bacon Lane from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district.

- b. Consideration and possible action to approve Ordinance 16-821 rezoning approximately 5.0 acres of real property, located at 2099 E. Perkinsville Road, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number (APN) 306-02-018D, the Northwest quarter of Section 13, Township 16N, Range 02W, Gila and Salt River Base and Meridian from AR-5 (Agricultural-Residential 5-acre minimum) to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district. (Applicant: TDH Investments) (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance No. 16-821, rezoning approximately 5.0 acres of real property located at 2099 E. Perkinsville Road from AR-5 (Agricultural-Residential 5-acre minimum) zoning district to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district.

- c. Consideration and possible action to approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial services effective July 20, 2016 for a period of 2 years, for an annual amount of \$39,000. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial Services effective July 20, 2016 for a period of 2 years for an annual amount of \$39,000.00.

- d. Consideration and possible action to approve the First Amendment to the Arizona Commerce Authority Rural Economic Development Grant (REDG) Agreement to extend the term of the grant agreement until June 30, 2017. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the First Amendment to REDG-15-01 with the Arizona Commerce Authority.

- e. Consideration and possible action to approve a grant agreement with Arizona Public Service (APS) in an amount not to exceed \$75,000 for the purpose of funding the development improvements to the Old Home Manor Industrial Park. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the APS Grant Agreement in the amount of \$75,000 to be used for construction of infrastructure at Old Home Manor Industrial Park.

- f. Consideration and possible action to adopt Resolution No. 16-1086, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2016/2017, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 16-1086, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

- g. Consideration and possible action to appoint members of the Council as the Town's representative and alternate representative to the Central Yavapai Metropolitan Planning Organization (CYMPO). (Mayor Marley)

Recommended Action: Appoint Councilmember Best as representative and Vice-Mayor Croft as alternate representative to CYMPO.

## 8. EXECUTIVE SESSION

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- a. 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 management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor Marley)

## 9. ACTION ITEMS RESUMED

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

**10. ADJOURNMENT**

Dated this 7th day of July, 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.

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**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.

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Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. a.

**Meeting Date:** 07/12/2016  
**Contact Person:** James Gardner, Associate Planner  
 Phone: 928-636-2646 x-1295  
**Department:** Development Services  
**Item Type:** Action Item - Presentation  
**Estimated length of staff presentation:** 10 minutes  
**Physical location of item:** 3385 Bacon Lane, Chino Valley, Arizona

### AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 16-820 rezoning approximately 1.37 acres of real property, located at 3385 Bacon Lane, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number (APN) 306-04-002V, located within the Southeast quarter of Section 3, Township 16N, Range 02W, Gila and Salt River Base and Meridian from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district. (Applicant: Robbie and Maggie Vermilyea) (James Gardner, Associate Planner)

### RECOMMENDED ACTION:

Motion to approve Ordinance No. 16-820, rezoning approximately 1.37 acres of real property located at 3385 Bacon Lane from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential - 1 acre minimum) zoning district.

### SITUATION AND ANALYSIS:

#### Issue Statement

The purpose of this request is to rezone a 1.37 acre portion of the subject parcel 306-04-002V, which consists of 5.0 acres. The subject parcel is located in Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The property is located at approximately 3385 Bacon Lane, to the north of Road 4 North. Surrounding zoning includes Agricultural-Residential, 5-acre minimum (AR-5) to the south, Commercial Heavy (CH) to the north and east, and SR-0.16 to the west, across Bacon Lane. The residential portion of property is accessed off of Bacon Lane, which is currently a private easement, and the commercial portion of the property is accessed off of Choctaw.

The property is zoned Commercial Heavy (CH) and the applicant would like to rezone a portion of the property to Single Family Residential, 1-acre minimum (SR-1). The applicant is interested in rezoning the property to SR-1 for the purpose of selling the property with the existing residence on it.

#### Summary of Issues and Staff Rationale

### History

A manufactured home permit was issued on this parcel on October 26, 2005, a barn was added and a final permit for the barn issued on May 18, 2006, the manufactured home was then removed when a site-built home was constructed in 2007. Shortly thereafter, the property owner applied for a business license to operate “Foothills Machine”, which is a business that creates machine parts, adds after-market parts to automobiles, and the like. In order to accommodate this use, the Development Services Department required that the property be rezoned to Commercial Heavy (CH). This property was rezoned by Ordinance 07-685, by request of the property owner on March 22, 2007, from Agricultural-Residential 5-acre minimum (AR-5) to CH. The business has been in operation at this location from that date until now, without complaint from neighbors or from others within the community. The Unified Development Ordinance (UDO) of the Town of Chino Valley allows for a residential structure on-site in CL and CH zoning districts, if they are occupied by a caregiver for the on-site business. Because the property will be split and sold as a separate parcel from the commercial parcel, this has triggered the need for a rezone.

At the time of rezone in 2007, Town Council asked the applicant for a perpetual offer to dedicate 25 feet of right-of-way on Bacon Lane. To the knowledge of staff, this process was never completed. Staff has required that the applicants dedicate right-of-way during this rezone, in order to secure future access for possible future residents on Bacon Lane. This requirement is reflected in the attached ordinance.

The applicant approached the Town with a request for a rezone from CH to SR-1 for the residential portion of this property in February of 2016, and after a feasibility meeting, was sent to Technical Review in order to clarify on-site structures, setbacks from the proposed split, landscaping requirements, screening requirements, and to understand the septic and well arrangement on-site. Technical review comments are attached herein.

Per Citizen Participation requirements, a Neighborhood Meeting was held on May 9, 2016, at Town Council Chambers, at 6:00 PM. Only staff and the applicant were in attendance, and no neighbors have yet expressed concern or support for the rezone.

Planning and Zoning Commission, at their regular meeting on June 7, 2016 recommended unanimously the approval of Ordinance 16-820, changing the zoning of 1.37 acres of parcel 306-04-002V.

### General Plan Conformance

The proposed rezoning is in conformance with the 2014 Chino Valley General Plan’s Future Land Use Map, which places the property in a commercial/multi-family residential potential land use, as zoning currently reflects, the front 3.53 acre portion of this parcel will remain zoned Commercial Heavy (CH), and will continue to accommodate heavy commercial uses, and the rear portion of the property would continue to be used as a residence. (See Figure 1, in attached brief). The subject property is not located within a “Community Core” area indicated by the General Plan Land Use Element (See Figure 2, in attached brief). The proposed rezoning is not expected to impact circulation and traffic given that the use will not change, and will not affect the other focus areas of the General Plan.

### Technical Review

A Technical Review meeting was required for this site, despite the fact that no new structures are proposed, and the rezoning is residential in nature, this is due to the required buffering of the Commercial Heavy portion of the property from the proposed Single-Family Residential portion of the property as well as possible septic issues, which were found moot by the County Environmental Services Department. Review comments are attached herein.

### Findings of Fact

The purpose of the applicants request is to change the zoning of a portion of the parcel from Commercial Heavy (CH) to Single Family Residential, 1-acre minimum (SR-1).

1. The rezoning will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare.
2. The rezoning is in general conformance with the zoning classifications in the immediate area. Surrounding uses include single-family residential to the west, including an 87-acre parcel zoned SR-0.16, single-family residences to the south, and commercial uses, in both CH and CL zones to the north and east.
3. The rezoning will match the existing use of the property.

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**Fiscal Impact**

**Fiscal Impact?:**       None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

- Ordinance 16-820
  - Exhibit A Legal Description
  - Zoning Map
  - Staff Brief
  - Site Plan/Record of Survey
- 
-

**ORDINANCE NO. 16-820**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 1.37 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3385 BACON LANE, SECTION 3, TOWNSHIP 16N, RANGE 2W, FROM COMMERCIAL HEAVY (CH) ZONING DISTRICT TO SINGLE-FAMILY RESIDENTIAL – 1 ACRE MINIMUM (SR-1) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.**

**WHEREAS**, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

**WHEREAS**, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

**WHEREAS**, the Planning and Zoning Commission, by a unanimous vote recommends approval of the rezoning;

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

Section 1.     In General.

1.     The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 1.37 acre(s), described in Exhibit A and as shown on the Zoning Exhibit (map) in Exhibit B, both attached hereto and incorporated herein by this reference, from Commercial Heavy (CH) zoning district to Single-Family Residential – 1 Acre Minimum (SR-1) Zoning District.

2.     The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance. Development of the Property (including issuance of a Certificate of Occupancy for the existing home), shall also be subject to the following condition:

a.     Dedication to Chino Valley for Bacon Lane right-of-way that is adjacent to the property shall be completed prior to or at the time of recordation of the Record of Survey splitting the parcel. Dedication of Bacon Lane shall extend twenty-five (25) feet from the center line. Failure to dedicate said roadway within 30 days of request by the Town

Engineer may result in reversion of the zoning to the prior zoning classification.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12th day of July, 2016 by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAINED:	_____

APPROVED this 12th day of July, 2016.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Phyllis L. N. Smiley, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 16-820 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 12th DAY OF JULY, 2016, WAS POSTED IN THREE PLACES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

## Parcel A

**±1.37 Acres**

All that of the Southeast quarter of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona describes as follows:

Commencing at the South Quarter Corner of said Section 3;

Thence North 01°13'00" West along the North-South Midsection line, a distance of 1976.90 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 01°13'00" West, a distance of 165.23 feet;

Thence North 69°43'10" East, a distance of 290.96 feet;

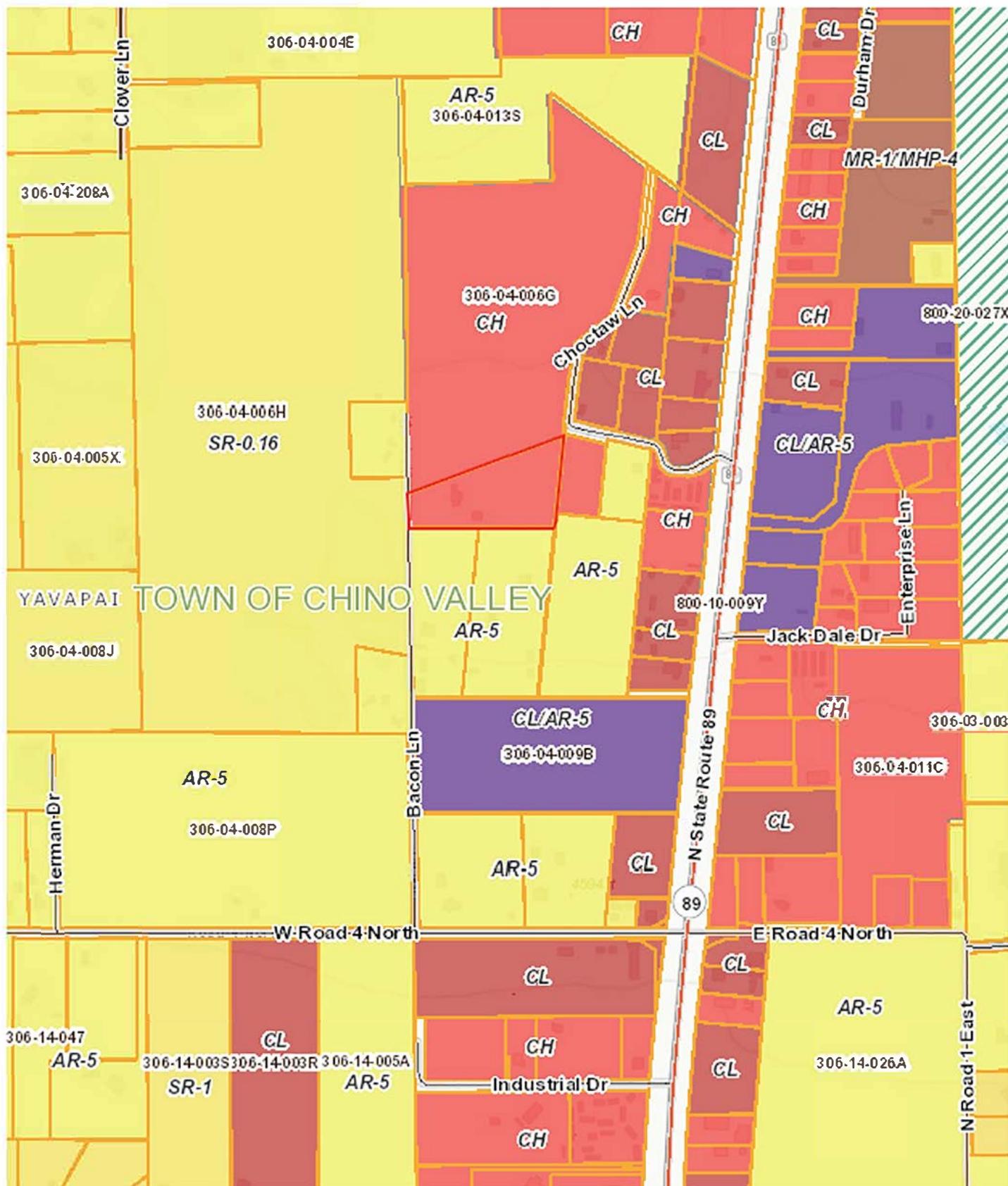
Thence South 01°45'54" East, a distance of 267.47 feet;

Thence North 89°43'57" West, a distance of 277.65 feet to THE POINT OF BEGINNING.

Containing 1.37 acres more or less.



# Zoning Map Vermilyea



*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*



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

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

# Planning and Zoning Commission Staff Brief

Date: July 12, 2016

Agenda Item: ZC 16-003

Location: 3385 Bacon Lane; Parcel #: 306-04-002V

## Summary

The purpose of this request is to rezone a 1.37 acre portion of the subject parcel 306-04-002V, which consists of 5.0 acres. The subject parcel is located in Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The property is located at approximately 3385 Bacon Lane, to the north of Road 4 North. Surrounding zoning includes Agricultural-Residential, 5-acre minimum (AR-5) to the south, Commercial Heavy (CH) to the north and east, and SR-0.16 to the west, across Bacon Lane. The residential portion of property is accessed off of Bacon Lane, which is currently a private easement, and the commercial portion of the property is accessed off of Choctaw.

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The proposed rezoning is in conformance with the 2014 Chino Valley General Plan’s Future Land Use Map, which places the property in a commercial/multi-family residential potential land use, as zoning currently reflects, the front 3.53 acre portion of this parcel will remain zoned Commercial Heavy (CH), and will continue to accommodate heavy commercial uses, and the rear portion of the property would continue to be used as a residence. (See Figure 1, below). The subject property is not located within a “Community Core” area indicated by the General Plan Land Use Element (See Figure 2, below). The proposed rezoning is not expected to impact circulation and traffic given that the use will not change, and will not affect the other focus areas of the General Plan.

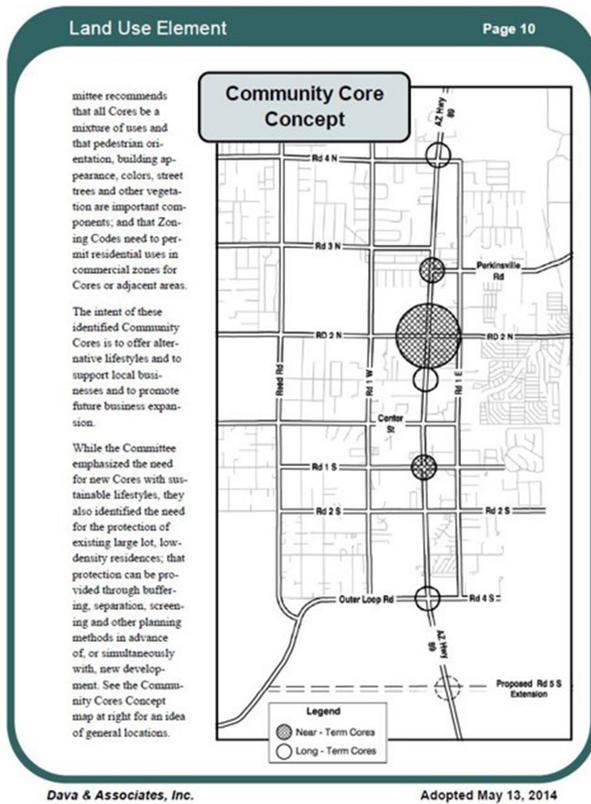


Figure 1: Future Land Use Map

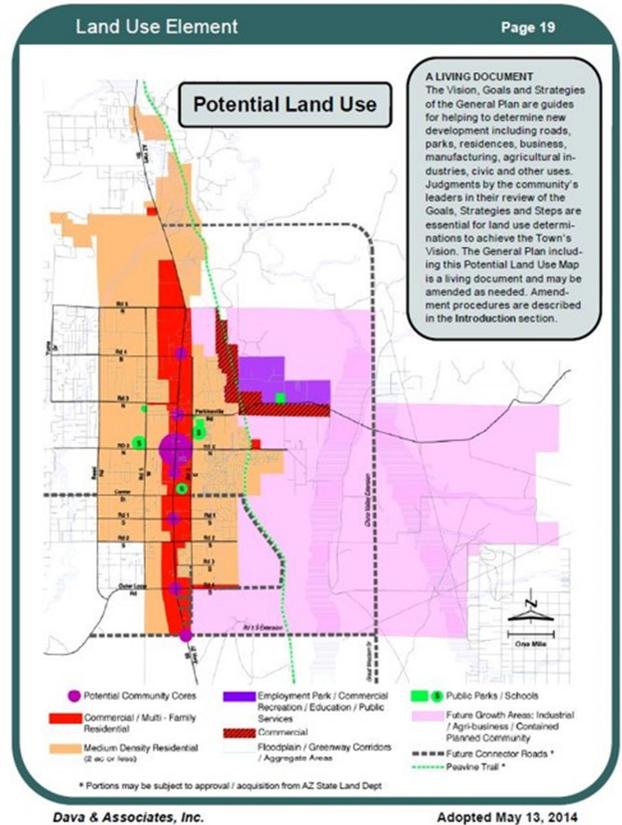


Figure 2: Community Cores

## Technical Review

A Technical Review meeting was required for this site, despite the fact that no new structures are proposed, and the rezoning is residential in nature, this is due to the required buffering of the Commercial Heavy portion of the property from the proposed Single-Family Residential portion of the property as well as possible septic issues, which were found moot by the County Environmental Services Department. Review comments are attached herein.

## Findings of Fact

The purpose of the applicants request is to change the zoning of a portion of the parcel from Commercial Heavy (CH) to Single Family Residential, 1-acre minimum (SR-1). The request to rezone will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare. The request to rezone is in general conformance with the zoning classifications in the immediate area. Surrounding uses include single-family residential to the west, including an 87-acre parcel zoned SR-0.16, single-family residences to the south, and commercial uses, in both CH and CL zones to the north and east.

## Recommendation

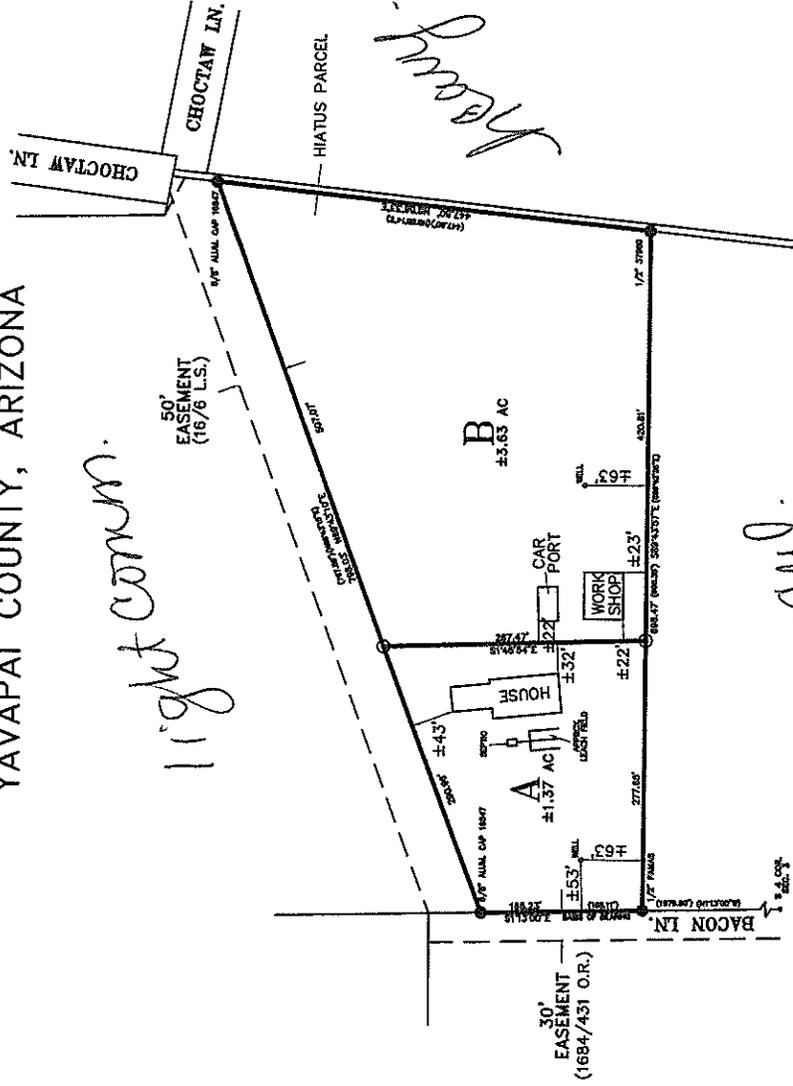
This request will not have a detrimental effect on persons residing or working in the vicinity and is appropriate for the existing structure and surrounding properties, given the proximity to other residential zoning and the fact that the home is an existing structure. The proposed rezoning will match the existing use of the property.

Staff recommends forwarding the application on to Town Council with the recommendation of approval.

# RECORD OF SURVEY PARCEL 306-04-002V

(BOOK 4174 O.R., PAGE 644 Y.C.R.O.)

A PORTION OF  
SECTION 3, T16N, R2W  
YAVAPAI COUNTY, ARIZONA



## LEGEND

- = FOUND 1/2" REBAR OR AS NOTED
- = SET 1/2" REBAR 50228 CAP
- \* = AFFIXED BRASS TAG 50228
- ( ) = RECORD INFORMATION

NOTE: 1) ALL EASEMENTS OF RECORD MAY NOT BE SHOWN ON THIS PLAT

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2016 AND POINTS THAT WERE FOUND OR SET ARE REPRESENTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
RYAN ROBERTS PLS 50228  
DP: 12/31/2018

**RYNO LAND SURVEYING LLC**  
350 HOMESTEAD MESA DR CHINO VALLEY,  
ARIZONA 85323 (928) 889-4087

**SURVEYED FOR: VERMILYEA**

OWNER: RMR	DATE: 04-01-16
DRAWN BY: RMR	SCALE: 00-1
DATE: 2016100	SHEET 1 OF 1



RYNO LAND SURVEYING LLC

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. b.

**Meeting Date:** 07/12/2016  
**Contact Person:** James Gardner, Associate Planner  
 Phone: 928-636-2646 x-1295  
**Department:** Development Services  
**Item Type:** Action Item - Presentation  
**Estimated length of staff presentation:** 10 minutes  
**Physical location of item:** 2099 E. Perkinsville Road

### AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 16-821 rezoning approximately 5.0 acres of real property, located at 2099 E. Perkinsville Road, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number 306-02-018D, the Northwest quarter of Section 13, Township 16N, Range 02W, Gila and Salt River Base and Meridian from AR-5 (Agricultural-Residential 5-acre minimum) to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district. (Applicant: TDH Investments) (James Gardner, Associate Planner)

### RECOMMENDED ACTION:

Motion to approve Ordinance No. 16-821, rezoning approximately 5.0 acres of real property located at 2099 E. Perkinsville Road from AR-5 (Agricultural-Residential 5-acre minimum) zoning district to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district.

### SITUATION AND ANALYSIS:

#### Issue Statement

The purpose of this request is to rezone subject parcel 306-02-018D, consisting of 5.0 acres. The subject parcel is located in Section 13, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The property is located at approximately 2099 Perkinsville Road, and is located approximately 0.22 miles off of Perkinsville Road. Surrounding zoning includes Agricultural-Residential, 5-acre minimum (AR-5) to the north and west, SR-0.16 to the south (Chino Meadows Unit III), and SR-2 to the east, across the Peavine Trail. The property is accessible from Cottonwood Lane to the South as well as a private easement alongside the Peavine Trail from Perkinsville Road south to the property's driveway.

The property is zoned Agricultural-Residential, 5-acre minimum, and the applicant would like to rezone the property to Single Family Residential, 2.5-acre minimum (SR-2.5). The applicant is interested in rezoning the property to SR-2.5 in order to split the property and deed the new parcel to a family member.

### Summary of Issues and Staff Rationale

History

A single-family home was constructed on this property in 1989, and has remained largely as built through the years. The applicant approached the Town about the possibility of splitting the parcel for the purposes of passing on a piece of the land to her son and daughter-in-law. The applicant was informed of the need for a rezoning in order to do so. The applicant conducted a neighborhood meeting onsite on May 23, 2016. Attached is an affidavit stating the outcomes of that neighborhood meeting. The Planning and Zoning Commission, at their regular meeting on June 7, 2016, voted unanimously to recommend approval to council on Ordinance number 16-821, rezoning the subject parcel.

General Plan Conformance

The proposed rezoning is in conformance with the 2014 Chino Valley General Plan's Future Land Use Map, which places the property in a medium density residential potential land use. (See Figure 1, in attached brief). The subject property is not located within a "Community Core" area indicated by the General Plan Land Use Element (See Figure 2, in attached brief). The proposed rezoning is not expected to impact circulation and traffic due to the addition of a new single-family home, and will not affect the other focus areas of the General Plan.

Technical Review

A Technical Review meeting was not required for this site, given its residential nature.

**Findings of Fact**

The purpose of the applicants request is to change the zoning of a portion of the parcel from Agricultural-Residential, 5-acre minimum (AR-5) to Single Family Residential, 2.5-acre minimum (SR-2.5).

1. The rezoning will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare and is appropriate for the existing structure and surrounding properties.
2. The rezoning is in general conformance with the zoning classifications in the immediate area. Surrounding uses include agricultural-residential to the north and west, a platted subdivision to the south (Chino Meadows III, which remains vacant), and vacant cattle land (consisting of over 360 acres) to the east, which is zoned SR-2.
3. The rezoning will match the existing use of the property.

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### Fiscal Impact

**Fiscal Impact?:** None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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### Attachments

Ordinance 16-821

Exhibit A - Legal Description

Zoning map

Site Plan/Record of Survey

Staff Brief

Neighborhood Meeting Affidavit

**ORDINANCE NO. 16-821**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 5 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2099 E. PERKINSVILLE ROAD, SECTION 13, TOWNSHIP 16N, RANGE 2W, FROM AGRICULTURAL-RESIDENTIAL, 5-ACRE MINIMUM (AR-5) ZONING DISTRICT TO SINGLE-FAMILY RESIDENTIAL – 2.5 ACRE MINIMUM (SR-2.5) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.**

**WHEREAS**, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

**WHEREAS**, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

**WHEREAS**, the Planning and Zoning Commission, by a vote of 4-0 recommends approval of the rezoning;

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 5 acres, described in Exhibit A and as shown on the Zoning Exhibit (map) in Exhibit B, both attached hereto and incorporated herein by this reference, from Agricultural-Residential, 5-Acre Minimum (AR-5) zoning district to Single-Family Residential – 2.5 Acre Minimum (SR-2.5) zoning district.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12<sup>th</sup> day of July, 2016 by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAINED:	_____

APPROVED this 12<sup>th</sup> day of July, 2016.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Phyllis L.N. Smiley, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 16-821 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 12<sup>th</sup> DAY OF JULY, 2016, WAS POSTED IN THREE PLACES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

That Certain Parcel of land situated in that portion of Tract No. 50, Homestead Entry, lying in Section 13 of Township 16 North, Range 2 West, G. & S.R.B. & M., Yavapai County, Arizona; said parcel being more particularly described as follows:

Commencing at the Northwest Corner of Tract No. 48 (Cor. No. 2) identical with (Cor. No. 5) of Tract No. 50 run thence N. 89 46' 16" E. along the common line between Tract No. 50 and Tract No. 48 a distance of 553.25 feet to the Point of Beginning, run thence N. 0 14' 20" W. a distance of 660.00 feet to the Point of Beginning, run thence N. 89 46' 16" E. a distance of 246.16 feet to a point of intersection with the Westerly right of way line of the A.T. & S.F. Railroad, run thence S. 14 29' 41" E. along said Westerly right of way a distance of 681.03 feet to a point of intersection with the common line between Tract No. 48 and Tract No. 50, said point also being identical with the Northeast corner of Chino Meadows, Unit No. III, a subdivision recorded in Book 15 at Page 85 of Maps and Plats; run thence S. 89 46' 16" W. along the common line between Tract No. 48 and Tract No. 50, a distance of 413.84 feet to the Point of Beginning; said point also being the Point of Termination for this description.

BOOK 2158 PAGE 406

My Commission Expires Aug 29, 1992

STATE OF ARIZONA )  
 ) ss.  
County of Yavapai )

This instrument was acknowledged and executed before me this 16th day of June, 19 89 by Joseph V. Amore

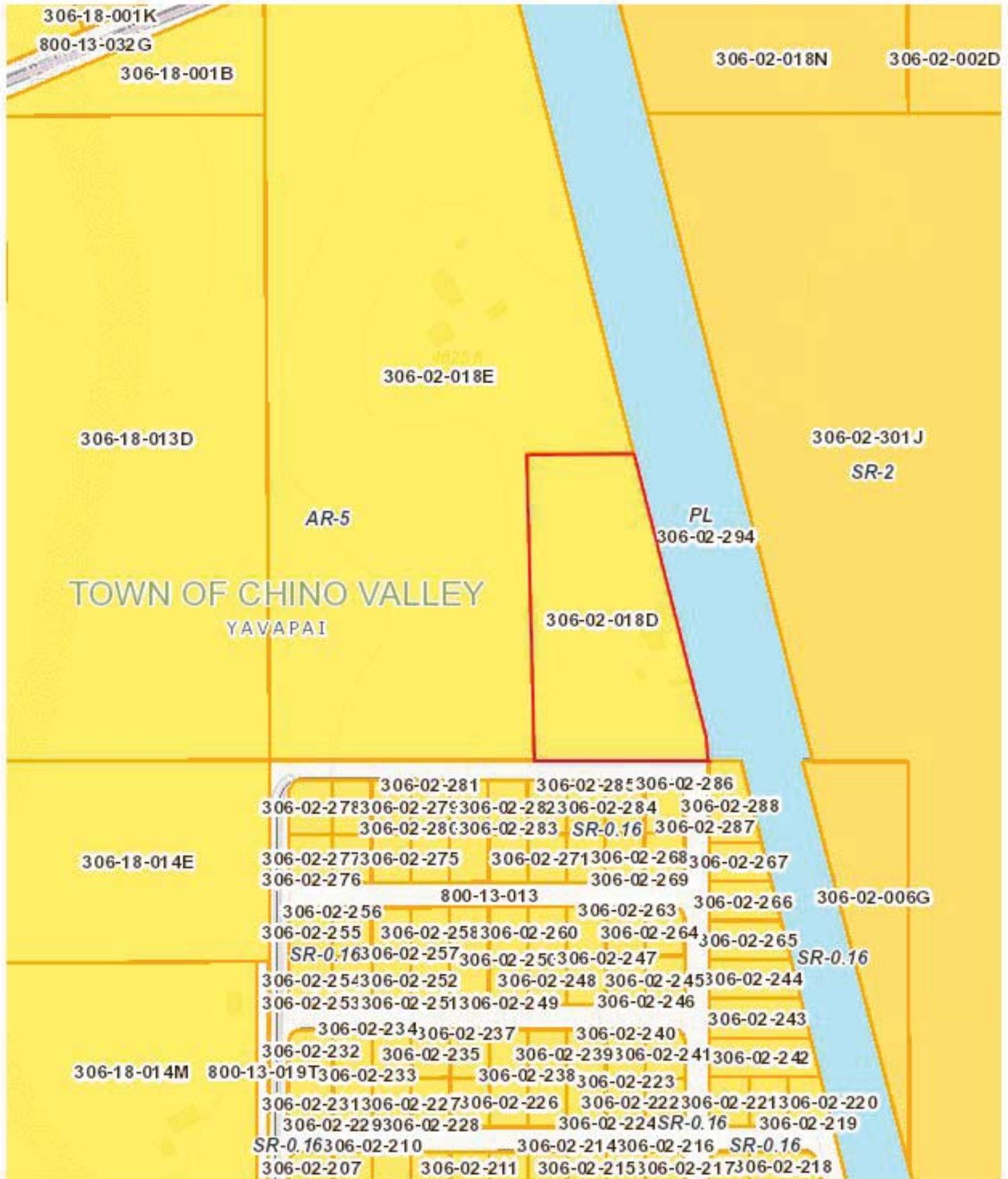
SEAL

*Joseph V. Amore*  
Notary Public

My commission expires: My Commission Expires Aug. 29, 1992

BOOK 2158 PAGE 405

# DuCote Zoning Map



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

# SITE PLAN PROPOSED REZONE AND SPLIT PARCEL 306-02-018D

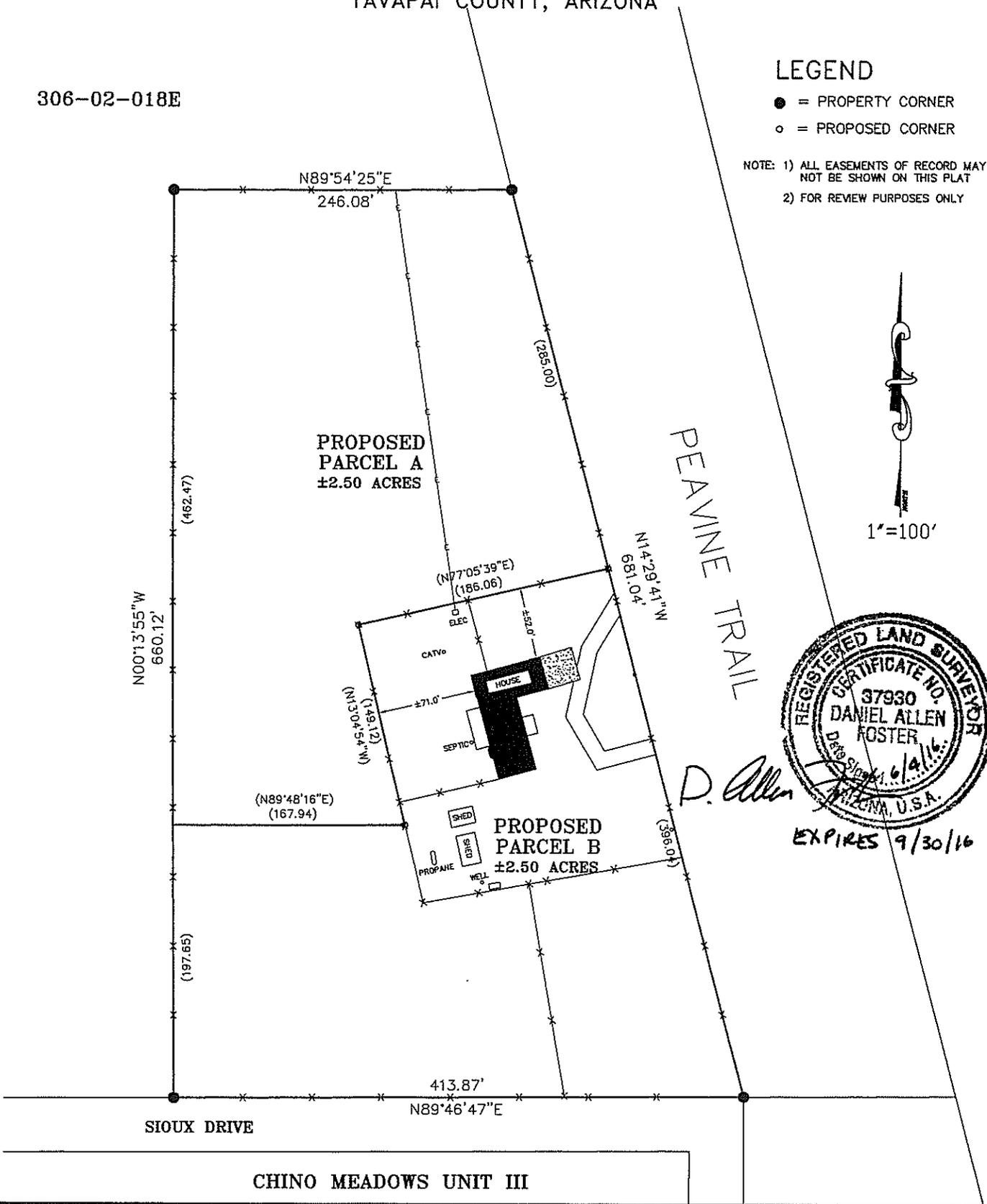
A PORTION OF TRACT No. 50, HOMESTEAD ENTRY  
SECTION 13, T16N, R2W  
YAVAPAI COUNTY, ARIZONA

306-02-018E

## LEGEND

- = PROPERTY CORNER
- = PROPOSED CORNER

NOTE: 1) ALL EASEMENTS OF RECORD MAY NOT BE SHOWN ON THIS PLAT  
2) FOR REVIEW PURPOSES ONLY



CHINO MEADOWS UNIT III



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

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

# Planning and Zoning Commission Staff Brief

Date: July 12, 2016

Agenda Item: ZC 16-004

Location: 2099 Perkinsville Road; Parcel #: 306-02-018D

## Summary

The purpose of this request is to rezone subject parcel 306-02-018D, consisting of 5.0 acres. The subject parcel is located in Section 13, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The property is located at approximately 2099 Perkinsville Road, and is located approximately 0.22 miles off of Perkinsville Road. Surrounding zoning includes Agricultural-Residential, 5-acre minimum (AR-5) to the north and west, SR-0.16 to the south (Chino Meadows Unit III), and SR-2 to the east, across the Peavine Trail. The property is accessible from Cottonwood Lane to the South as well as a private easement alongside the Peavine Trail from Perkinsville Road south to the property's driveway.

The property is zoned Agricultural-Residential, 5-acre minimum, and the applicant would like to rezone the property to Single Family Residential, 2.5-acre minimum (SR-2.5). The applicant is interested in rezoning the property to SR-2.5 in order to split the property and deed the new parcel to a family member.

## History

A single-family home was constructed on this property in 1989, and has remained largely as built through the years. The applicant approached the Town about the possibility of splitting the parcel for the purposes of passing on a piece of the land to her son and daughter-in-law. The applicant was informed of the need for a rezoning in order to do so. The applicant conducted a neighborhood meeting onsite on May 23, 2016. Attached is an affidavit stating the outcomes of that neighborhood meeting. The Planning and Zoning Commission, at their regular meeting on June 7, 2016, voted unanimously to recommend approval to council on Ordinance number 16-821, rezoning the subject parcel.

# General Plan Conformance

The proposed rezoning is in conformance with the 2014 Chino Valley General Plan’s Future Land Use Map, which places the property in a medium density residential potential land use.(See Figure 1, below). The subject property is not located within a “Community Core” area indicated by the General Plan Land Use Element (See Figure 2, below). The proposed rezoning is not expected to impact circulation and traffic due to the addition of a new single-family home, and will not affect the other focus areas of the General Plan.

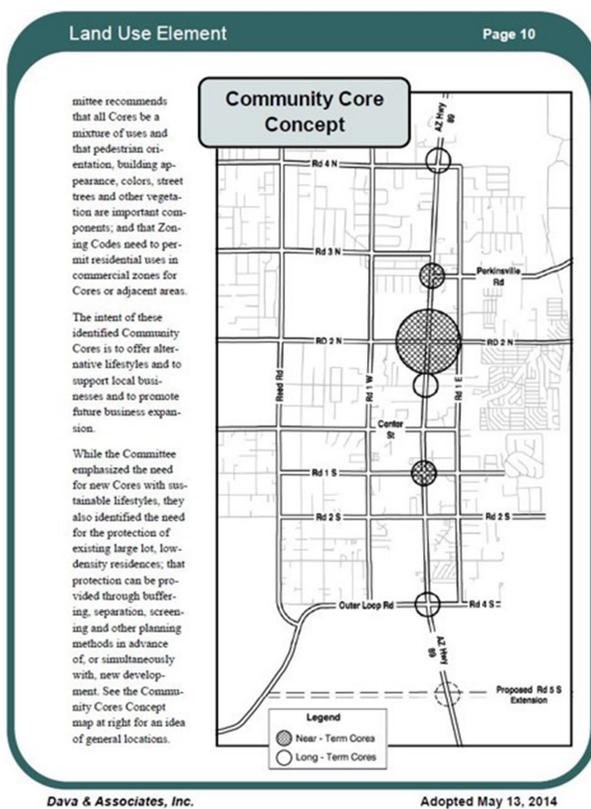


Figure 1: Future Land Use Map

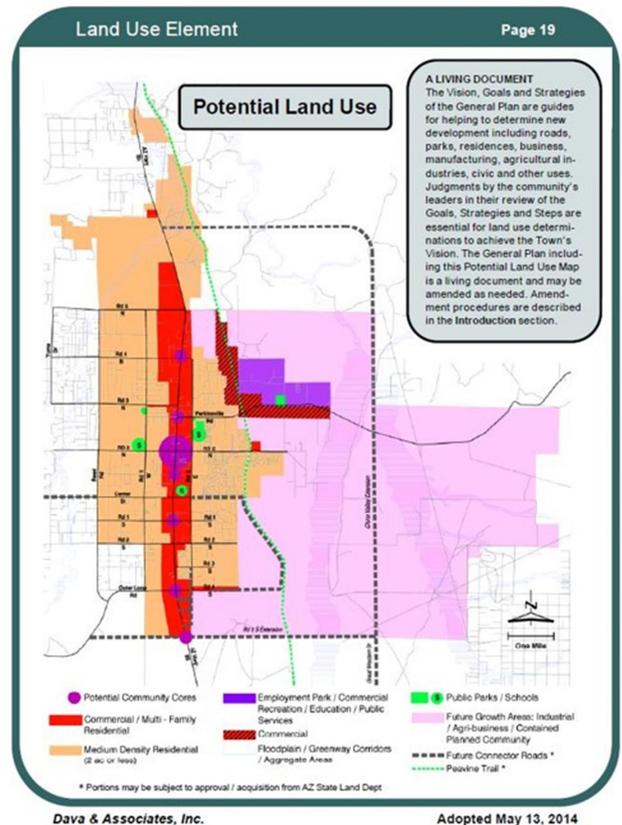


Figure 2: Community Cores



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

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

## Technical Review

A Technical Review meeting was not required for this site, given its residential nature.

## Findings of Fact

The purpose of the applicants request is to change the zoning of a portion of the parcel from Agricultural-Residential, 5-acre minimum (AR-5) to Single Family Residential, 2.5-acre minimum (SR-2.5). The request to rezone will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare. The request to rezone is in general conformance with the zoning classifications in the immediate area. Surrounding uses include agricultural-residential to the north and west, a platted subdivision to the south (Chino Meadows III, which remains vacant), and vacant cattle land (consisting of over 360 acres) to the east, which is zoned SR-2.

## Recommendation

This request will not have a detrimental effect on persons residing or working in the vicinity and is appropriate for the existing structure and surrounding properties, given the proximity to other residential zoning and the fact that the home is an existing structure. The proposed rezoning will match the existing use of the property.

Staff recommends approval of the application by Town Council

Affidavit Regarding Neighborhood Meeting

State of Arizona )  
 ) ss  
County of Yavapai )

I, Cyndy Duote hereby swear and affirm as follows:

1. I am the applicant or agent of the applicant, Applicant (the "Applicant"), for Town of Chino Valley Development Services matter No. \_\_\_\_\_.
2. On May 23, 2016 at 6:00 am/pm (date, time), the applicant or I, on behalf of the Applicant, held a neighborhood meeting at 2099 E Perkinsville (the "Meeting").
3. I have submitted a true and complete report of that neighborhood meeting to the Development Services Department as part of a Zoning Change [type of request] for Sacres to 2 Sacre Parcel [short description of proposed use].
4. Development Services Matter No. \_\_\_\_\_ is for a change in zoning, conditional use permit, or \_\_\_\_\_ for property located at 2099 E Perkinsville, also known as Yavapai County Assessor's Parcel Number: 306-020-18D.
5. The Meeting began at 6:00 am/pm and concluded at 7:00 am/pm.
6. There were 6 people in attendance, including 6 representatives of the Applicant.
7. A copy of the sign-in sheet and copies of notes taken at the Meeting are included in the Report that is being submitted to the Development Services Department along with this Affidavit.

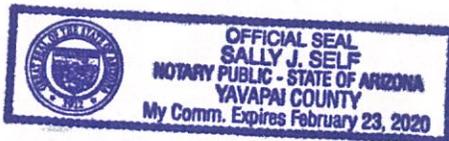
FURTHER AFFIANT SAYETH NAUGHT.

Affiant Signature: Cynthia K. Duote Date: 6-6-16

On this 6 date of June, 2016 before me, the undersigned Notary Public, SALLY SELF, the Affiant, personally appeared and executed the foregoing instrument for the purpose therein contained.

In witness thereof, I hereby set my hand and official seal.

Sally Self  
NOTARY PUBLIC



My Commission Expires:

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. c.

**Meeting Date:** 07/12/2016  
**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 approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial services effective July 20, 2016 for a period of 2 years, for an annual amount of \$39,000. (Cecilia Grittman, Assistant Town Manager)

### RECOMMENDED ACTION:

Move to approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial Services effective July 20, 2016 for a period of 2 years for an annual amount of \$39,000.00.

### SITUATION AND ANALYSIS:

The Town has received prosecutorial services from the City of Prescott through an Intergovernmental Agreement (IGA) since May 2013. We received a letter dated April 20, 2016 from the City of Prescott indicating their intent to terminate the current agreement with the Town, giving the Town a 90-day notice. The Town went out for Request for Proposals and received 8 proposals, and interviewed 4.

The selection team has chosen Cody Johnson, from Lexington Law Office, to be the Town's prosecutor. Mr. Johnson had previously been the Town's prosecutor for almost 7 months under his employ with the City of Prescott. The Town's paralegal in the Prosecutor's Office and the Police Department considered his services from that period to be commendable.

Mr. Johnson will be under contract effective 7/20/2016, the same day the City of Prescott contract expires. Staff saw no need for overlap.

### Fiscal Impact

**Fiscal Impact?:** 39,000.00

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

Notice to Terminate

1 Prosecution Contract Lexington Law Firm

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CITY OF PRESCOTT  
OFFICE OF THE CITY ATTORNEY  
221 S. Cortez Street  
Prescott, Arizona 86303

Tele: (928) 777-1274  
Fax: (928) 777-1325

Email: Jon.Paladini@prescott-az.gov

April 20, 2016

Sent via e-mail

Robert E. Smith, Town Manager  
Town of Chino Valley  
20 N. State Rt. 89  
Chino Valley, Az. 86325

Re: Written Notice of Termination of Prosecution IGA

Dear Robert:

Please accept this letter as the City of Prescott's written notice of its intent to terminate the IGA with the Town of Chino Valley for prosecution services. Under the terms of the IGA termination for convenience may be made by either party at any time upon 90 days written notice. The exact date of the termination of the IGA based on those terms will be July 20, 2016.

We appreciate the professional relationship the City of Prescott has had with the Town of Chino Valley during the terms of the IGA. We have enjoyed working with you and your Town Mayor during this IGA. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jon M. Paladini", is written over the typed name.

Jon M. Paladini,  
City Attorney

## TOWN PROSECUTOR CONTRACT

This Contract made and entered into this 20th day of July, 2016, by and between Lexington Law Firm, hereinafter designated as "Contractor," and the Town of Chino Valley, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Town."

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work:

a. Contractor shall provide the services as described in Exhibit A ("Work"), which shall be incorporated herein as though set forth in full.

b. Contractor shall supervise and direct the Work, using its best skill and attention and Town shall not have authority to supervise or control the work of Contractor or Contractor's employees. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Work. Contractor shall be responsible to the Town for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work.

c. Contractor is not entitled to worker's compensation benefits from Town.

d. Contractor is free to establish and control its times of performance of the Work and Town shall not dictate times of performance.

e. Contractor is not required to perform work exclusively for the Town during the term of this Contract.

f. Town and Contractor will retain separate business operations.

2. Independent Contractor:

a. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor is an independent contractor and not the Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Arizona revenue and taxation laws, Arizona workers' compensation law, and Arizona unemployment insurance law. Contractor shall retain sole and absolute discretion and judgment in the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it

will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between Contractor and Town, and Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

b. [FOR SOLE PROPRIETORS ONLY] Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

3. Office: Contractor shall use the office facilities located at the Chino Valley Municipal Court for conferences, meetings, consultations and other purposes related to the Work. For all other services provided to clients other than the Town, Contractor shall maintain and an independent office.

4. Labor and Materials: Contractor shall provide, pay, and insure under the requisite laws and regulations for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall provide and pay and insure for all tools necessary for the Work.

5. Permits and Fees and Taxes: Contractor shall secure and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Work. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

6. Indemnification: Contractor and its Surety, their successors and assigns, shall appear, defend, indemnify and hold harmless Town, members of Town's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, wages or overtime compensation due employees in rendering services under this Contract, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Work performed under the terms of this Contract, or on account of any act or omission by Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Contractor, its agents, employees or representatives to fulfill Contractor's obligations under this Contract. It is the intent of the parties to this Contract that Town shall, in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

7. Governing Law: This Contract shall be governed by the laws of the State of Arizona.

8. Insurance: Contractor shall purchase and maintain professional liability insurance in minimum amounts of \$1,000,000.00 per specific claim and \$1,000,000.00 per aggregate claim per occurrence.

If required by Town, Certificates of Insurance acceptable to Town and designating Town as an additional insured shall be filed with Town prior to commencement of the Work. The Certificates shall contain a provision that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed and the Project has been accepted by the Town.

9. Contract Fee: Contractor shall be compensated as set forth in Exhibit A attached hereto and made a part hereof. Contractor shall present his/her bill for services provided as set forth in Exhibit A, including reimbursable expenses. Town shall promptly pay said bill to Contractor. Town's payment shall be made only in the name of Contractor appearing on this written Contract.

10. Contract Term: The term of this Contract will commence on July 20, 2016, and continue for a period of two (2) years. At the Town's option, this contract may be renewed for five additional two-year terms.

11. Termination: Either party may terminate this Contract by providing ninety (90) days' prior written notice.

12. Successors and Assigns: Town and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the Town.

13. Rights and Remedies: The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence of any briefs thereunder, except as may be specifically agreed in writing.

14. Litigation: Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees

shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

15. Conflict of Interest: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any Contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of Town is, at any time while the Contract or any extension thereof is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. In the event Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to Contractor.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF CHINO VALLEY, AZ

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Phyllis L.N. Smiley, Town Attorney

CONTRACTOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

SCOPE OF WORK & CONTRACT RATE

1. Contractor shall serve as Town of Chino Valley Town Prosecutor. Contractor shall prosecute violations of Town Codes and state law over which the Chino Valley Magistrate Court (the "Court") has jurisdiction and which have been cited into the Court. Such services shall be on an "as needed" basis and Town does not guarantee any minimum compensation.
2. Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services and legal representation and advice described herein during the continuance of this Contract.
3. Contractor agrees to faithfully represent the interests of the Town of Chino Valley in carrying out its duties as Town Prosecutor.
4. Contractor shall prepare for, and appear at, all court proceedings pertaining to cases cited into the Court, including, but not limited to, arraignments, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, orders to show cause, appeal proceedings and special actions, as well as appeals to higher courts.
5. Contractor shall provide substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. In general, substitute counsel shall be used only when Contractor cannot serve as Town Prosecutor because of illness, vacation, prior legal commitment in another Court, or conflict of interest. Contractor shall provide the Chino Valley Town Clerk with the name(s), address(es) and telephone number(s) and professional resumes of substitute counsel who will be responsible for providing Town Prosecutor services.
6. At no time shall Contractor's private practice caseload reach such a level, during Contractor's service as Town Prosecutor, so as to jeopardize Contractor's ability to complete a case in the Court.
7. Contractor may use available Town facilities, including office space, telephones, office equipment, paralegal services, but to the extent Contractor does not use such services, Contractor shall provide, furnish, and pay for all of Contractor's overhead expense, including, but not limited to, office space, telephones, transportation, photocopies, photographs, office supplies, reports, secretarial services, publication of briefs, and out of court interpreters, and to make available equipment necessary to perform the services required by this Contract. Contractor will not be charged for photocopies of discoverable materials obtained from the Chino Valley prosecutor's office.

8. Contractor shall be paid a flat rate of \$3,250.00 per month. Contractor shall submit an invoice to the Town Manager's office by the fifth day of each month. Town shall pay the invoiced amount no later than 10 business days following receipt of Contractor's invoice.
9. In the event of a dispute over the billing statement, Town shall withhold payment on only the disputed amount.

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES - ATTACHMENT:  
SOLE PROPRIETOR'S WAIVER OF WORKERS' COMPENSATION BENEFITS  
(Pursuant to A.R.S. § 23-961(L))

I am a sole proprietor and I am doing business as \_\_\_\_\_.

I am performing work as an independent contractor for the Town of Chino Valley, a municipal subdivision of the State of Arizona. I am not the employee of the Town of Chino Valley for Workers' Compensation purposes, and, therefore, I am not entitled to Workers' Compensation benefits from the Town of Chino Valley. I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

\_\_\_\_\_  
Sole Proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent of the  
Insurance Carrier for  
the Town of Chino Valley

\_\_\_\_\_  
Date

**\*\*\*\*\* does not apply \*\*\*\*\***



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. d.

**Meeting Date:** 07/12/2016  
**Contact Person:** Ruth Mayday, Development Services Director  
 Phone: 928-636-4427 x-1217  
**Department:** Development Services  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Old Home Manor Industrial Park

### AGENDA ITEM TITLE:

Consideration and possible action to approve the First Amendment to the Arizona Commerce Authority Rural Economic Development Grant (REDG) Agreement to extend the term of the grant agreement until June 30, 2017. (Ruth Mayday, Development Services Director)

### RECOMMENDED ACTION:

Staff recommends approval.

Move to approve the First Amendment to REDG-15-01 with the Arizona Commerce Authority.

### SITUATION AND ANALYSIS:

#### Issue Statement

In November of 2014, Town Council approved a grant contract with the Arizona Commerce Authority for an award of \$250,000 from its Rural Economic Development Grant program. The expiration date for that contract was June 30, 2016.

In April of this year, staff requested and was formally granted a 12 month extension which allows for adequate time for the project to be completed. The ACA has forwarded a new contract that requires Council's approval.

#### Applicable "Policy"

Strategic Plan 2014: Key Result Area 2: Sustainable Economic and Community Development; Goal 1: Complete the Chino Valley Industrial and Commercial Development Plan; Objective A: Develop Chino Valley Industrial and Commercial Development Plan; Strategy: Focus efforts on funding infrastructure for OHMIP; Action: Submit grant proposals for infrastructure at OHM-ACA grant; Action: Upon award of grant funding, complete utility extensions to OHM.

#### Satisfaction of "Policy"

Extension of the contract will allow for funding of the infrastructure so that the project can be completed.

**Summary of Issues and Staff Rationale**

Staff has worked diligently to keep this project on track; unforeseen issues with EDA and changes in leadership have caused delays with construction and completion of the project. The proposed extension is adequate to complete the project in a timely fashion.

**Findings of Fact**

- 1) The funds awarded by the ACA are critical to financing the proposed infrastructure extensions
- 2) The extension afforded the Town with the approval of this contract will be adequate to complete construction
- 3) Should Council not approve the contract extension, the Town will lose the \$250,000 previously awarded, which could jeopardize the balance of the project funding.

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**Fiscal Impact**

**Fiscal Impact?:** no

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

Grant Agreement Amendment

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# GRANT AGREEMENT

## Award: REDG-15-01

### First Amendment

**Arizona Commerce Authority**  
333 North Central Avenue  
Suite 1900  
Phoenix, Arizona 85004  
(602) 845-1200

Grant Award Number:	REDG-15-01
Grantee Name:	Town of Chino Valley
FEIN:	86-0256834
Total Funding Amount:	\$250,000
Grantee Project Contact:	
Name:	Ruth Mayday
Title:	Development Services Director
Telephone Number:	928-636-4427
Email:	rmayday@chinoaz.net
Person Authorized to Sign Agreement:	
Name:	Chris Marley
Title:	Mayor

1. This First Amendment to Grant Agreement REDG-15-01 (the "Agreement") is made effective as of May \_\_, 2016.
2. Term. The Grant term is extended through and including June 30, 2017.
3. Reporting. Grantee shall report on the progress of the project as provided in Appendix C – Reporting, which supersedes and replaces Appendix C of the Agreement. 3. Except as otherwise provided in this First Amendment to the contrary, the terms and provisions of the Grant Agreement shall remain in full force and effect. In the event of any conflict between the terms and provisions of this First Amendment and the Grant Agreement, the terms and provisions of this First Amendment shall govern.
4. By signing above, Grantee agrees to the foregoing terms and conditions.

This Agreement shall henceforth be referred to as First Amendment REDG-15-01.

<b>TOWN OF CHINO VALLEY:</b>	<b>ARIZONA COMMERCE AUTHORITY:</b>
<i>SIGNATURE</i>	<i>SIGNATURE</i>
CHRIS MARLEY	SANDRA WATSON
Mayor	President and CEO

## Appendix C – Reporting

The Grantee shall provide quarterly progress reports during the grant term, a final report at the end of the term of this First Amendment, and annual outcome reports for three (3) years after project completion.

### **Quarterly Progress Reports**

Quarterly Progress Reports must be completed using the *REDG Quarterly Progress Report Form*. Reports must be completed and signed by the Grantee Project Contact or Authorized Representative named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

#### **Project Status Summary**

Grantee will briefly describe of the overall status of the project.

#### **Project Progress Update**

- Grantee will describe the construction progress made up to and including the current quarter, including costs expended to date on the project.
- Grantee will update the project timeline table to reflect the grant project's current progress. The planned timeline will be developed from the Grantee's Proposal.
- Grantee will name all general contractors currently performing REDG project work. At the time of the signing of this Agreement, the Grantee will have provided ACA with a copy of the pricing and signature pages of all contracts already established between the Grantee and the contractor. In the event of any changes to contractors and/or contracts related to REDG project work, the Grantee must identify the change in the form and attach a copy of the required documentation.
- Grantee will identify any requested changes or issues with the planned project work timeline.

#### **Project Budget Update**

- Grantee will update the project budget table to reflect the grant project's current progress. The table includes the budgeted amounts from this Grant Agreement. The Grantee will provide actual amounts that reflect actual costs or funding amounts up to the end of the reporting period for that quarterly report.
- Grantee will identify any requested changes to Eligible REDG Project Cost line items, Budget Amounts, and/or other project costs not eligible for REDG funding.
- Grantee will identify any requested changes to Cash Match Contributions including, but not limited to: source, timing, and amounts.



### **Private Sector Development Update**

- Grantee will describe the private sector development generated by the project to date, including information relating to job creation (or retention) and capital investment.
- Grantee will identify any requested changes or issues with the planned private sector development including, but not limited to: commitments, timing of development, anticipated capital investment and jobs creation/retention.

*NOTE: Grantee is not include construction jobs or capital investments from the subject project.*

### **Project Outcome Update**

- Grantee will update the target outcomes in Appendix A – Project Summary of this Agreement to reflect the grant project’s current outcomes. The Grantee will provide actual outcomes up to the report period.

### **Final Report**

The Grantee will be required to submit a final report at the end of the grant term. This report will include but, not be limited to:

- Information similar to that provided in the Quarterly Progress Reports
- Project Outcome Update

Grantee will update the target outcomes in *Appendix A – Project Summary* of this Agreement to reflect the grant project’s current outcomes. The Grantee will provide actual outcomes up to the report period.

- Any other benefits from the project to date

Final Reports must be completed using the *REDG Final Report Form* that will be provided prior to the end of the term of the Grant Agreement. Reports must be completed and signed by the Grantee Project Contact or Authorized Representative named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C - Reporting* to the ACA Grant Administrator.

### **Outcome Reports**

For 36 months after the end of the grant term, the ACA will continue to track Project Outcomes relative to goals based on this Agreement. The Grantee will be required to submit Outcome Reports using the *REDG Outcome Report Form* that will be provided prior to the end of the term of the Grant Agreement. Reports must be completed and signed by the Grantee Project Contact or Authorized Representative named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.



**Schedule of Reports**

**Quarterly Progress Reports**

Reporting Period Start	Reporting Period End	Report Due
Date of Execution	03/31/15	04/30/15
04/01/15	06/30/15	07/31/15
07/01/15	09/30/15	10/31/15
10/01/15	12/31/15	01/31/16
01/01/16	03/31/16	04/30/16
04/01/16	06/30/16	07/31/16
07/1/16	09/30/16	10/31/16
10/01/16	12/31/16	01/31/17
01/01/17	03/31/17	04/30/17
04/01/17	06/30/17	07/31/17

**Final Report**

Reporting Period Start	Reporting Period End	Report Due
Date of Execution	06/30/17	07/31/17

**Outcome Reports**

Reporting Period Start	Reporting Period End	Report Due
07/01/17	06/30/18	07/31/18
07/01/18	06/30/19	07/31/19
07/01/19	06/30/20	07/31/20



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. e.

**Meeting Date:** 07/12/2016  
**Contact Person:** Ruth Mayday, Development Services Director  
 Phone: 928-636-4427 x-1217  
**Department:** Development Services  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** Old Home Manor Industrial Park

### **AGENDA ITEM TITLE:**

Consideration and possible action to approve a grant agreement with Arizona Public Service (APS) in an amount not to exceed \$75,000 for the purpose of funding development improvements to the Old Home Manor Industrial Park.

### **RECOMMENDED ACTION:**

Approve the APS Grant Agreement in an amount not to exceed \$75,000 for the purpose of funding development improvements to Old Home Manor Industrial Park.

### **SITUATION AND ANALYSIS:**

#### **Issue Statement**

#### **Applicable "Policy"**

Strategic Plan 2014: Key Result Area 2: Sustainable Economic and Community Development; Goal 1: Complete the Chino Valley Industrial and Commercial Development Plan; Objective A: Develop Chino Valley Industrial and Commercial Development Plan; Strategy: Focus efforts on funding infrastructure for OHMIP; Action: Submit grant proposals for infrastructure at OHM; Action: Upon award of grant funding, complete utility extensions to OHM.

#### **Satisfaction of "Policy"**

The \$75,000 grant from APS is the final piece of the financing puzzle for the infrastructure improvements at Old Home Manor Industrial Park.

#### **Summary of Issues and Staff Rationale:**

The estimated project cost for the infrastructure improvements at OHMIP was approximately \$2,048,000. Combined public sector financing through the ACA, Town match, and the EDA comprised \$1,973,000 of the total. Town staff met with APS' Economic Development staff to determine how APS could best assist rural communities such as Chino Valley to establish economic security. In discussing the difficulties in financing smaller projects, APS staff suggested "gap" grants that would help rural communities to fund projects such as OHMIP. Chino Valley is the pilot project in this program.

Essentially, APS will fund a total of up to \$75,000 by reimbursing the Town 3.7% of reimbursement requests submitted to and approved by the Arizona Commerce Authority.

Staff recommends approval of the APS Grant Agreement in an amount not to exceed \$75,000 to be used for funding the development improvements to the Old Home Manor Industrial Park.

**Findings of Fact**

- 1) The contract as presented provides a simple mechanism for cost reimbursement by APS to the Town.
- 2) The \$75,000 awarded by APS is critical in funding the improvements at OHMIP.

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**Fiscal Impact**

**Fiscal Impact?:** no

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

Funds will be accounted for in the Grant Fund

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**Attachments**

APS Grant Agreement

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May 31, 2016

Town of Chino Valley  
202 N. State Route 89  
Chino Valley, AZ 86323

Attention: Ruth Mayday  
Development Services Director

Re: Development Improvements to the Old Home Manor Industrial Park

Ladies and Gentlemen:

Arizona Public Service Company (“APS”) is pleased to have the opportunity to participate in funding development improvements to the Old Home Manor Industrial Park (the “Project”) with the Town of Chino Valley (“TCV”), Arizona Commerce Authority (“ACA”), and the Economic Development Authority (“EDA”). The attached Grant Agreement sets forth the agreements between APS and TCV related to each party’s role in the Project.

Thank you for this opportunity to be of assistance to you. Please sign both copies of the Grant Agreement where indicated, return one to the undersigned and retain the other copy for your records.

Very truly yours,  
ARIZONA PUBLIC SERVICE COMPANY  
By:

Name: Title:

## APS GRANT AGREEMENT

This APS Grant Agreement (“Agreement”) is made and entered into by and between Arizona Public Service Company, an Arizona corporation (“APS”) and the Town of Chino Valley, Arizona, an Arizona municipal corporation (“TCV”) for the purpose of the funding of the development improvements to the Old Home Manor Industrial Park (the “Project”). APS and TCV are referred to herein collectively as the “Parties” and individually as “Party”.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. APS will fund a total of \$75,000 for the Project. Pursuant to the EDA Grant Agreement between TCV and Economic Development Authority (“EDA”) that is attached hereto and incorporated herein by this reference (the “EDA Grant Agreement”), TCV shall submit to the Arizona Commerce Authority (“ACA”) reimbursement requests no more frequently than monthly and no less frequently than quarterly, and with such documentation and information as is set forth in the EDA Grant Agreement. TCV shall provide APS with a full and complete copy of each submitted request and accompanying documentation and information. To the extent the ACA approves a reimbursement request, such approval shall also be provided to APS. Upon APS’s receipt of the ACA’s approval, APS shall pay TCV 3.7% of the approved reimbursement request until such time as APS’s total payments equals \$75,000 or June 30, 2017; whichever occurs first. APS shall be under no obligation to make any payment unless all of the provisions, terms and conditions of this Agreement are met. TCV shall provide to APS copies of any reports or other information provided by TCV to ACA or EDA.
2. Except as required by Arizona public records laws, TCV agrees to make no public announcements, statements or releases about the subject matter contained in this Agreement without APS’s prior written authorization and approval of the content of the announcements, statement, or release.
3. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement will be considered to be the formation of a partnership, joint venture or other legal entity or relationship. Except as expressly agreed by the Parties from time to time during the term of this Agreement, neither Party will be authorized to act as or hold itself out to be the agent or representative of, or have the power to legally bind, the other Party in connection with the activities contemplated under this Agreement.
4. TCV assumes all risks with respect to the selection of contractor, subcontractors, suppliers and other personnel (collectively, “Contractors”) who will work on or in connection with the Project. To the fullest extent permitted by law, TCV shall indemnify, defend, and hold harmless APS, its directors, officers and employees (“Indemnitee” or “Indemnitees”) for, from and against any and all losses that any Indemnitee may hereafter incur in connection with any claim arising out of, or

resulting from (either directly or indirectly) any of the following: (a) any harm or injury, including death, to any person, or any damage or destruction of any tangible third party property; (b) any actual or alleged non-compliance with applicable law by TCV or any of its Contractors; (c) any actual or alleged infringement, misuse, derogation, or violation of any third party intellectual property rights.

5. This Agreement will be interpreted in accordance with the laws of the State of Arizona.
6. APS is only providing funding to TCV for the Project. APS is not involved in the selection or implementation of the Project, nor is APS providing, among other things, any service, supervision or approvals. **Accordingly, all warranties of any kind or nature are hereby disclaimed by APS whether statutory, express or implied, including, without limitation, the warranty of merchantability, fitness for purpose or arising from course of dealing or usage of trade. The total cumulative liability of APS for all claims of any kind arising from or relating to this Agreement, whether such claims are based on contract, warranty, tort (including negligence), strict liability, contribution or otherwise, shall not exceed the unpaid portion of the \$75,000 specified in Section 1.**
7. Neither Party, nor its respective officers, directors, employees, agents, advisors, representatives, affiliates, or successors or assigns thereof shall be liable to the other Party for any indirect, consequential, special, punitive or exemplary damages for any actions resulting from or arising out of this Agreement, whether based on contract, tort (including, but not limited to, negligence), strict liability, professional liability, contribution, or otherwise.
8. Except as required by Arizona public records laws, the name of APS or any of its affiliates shall not be used in any advertising or other promotional context by TCV or its contractors or subcontractors without the prior written consent of APS (which may be withheld by APS in its sole discretion).
9. If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either Party of a fundamental benefit of its bargain.
10. There are no persons or entities other than those who are signatory to this Agreement that are intended to be benefited by the terms contained herein and all third Party beneficiaries are hereby disclaimed.
11. Termination of this Agreement shall not relieve either Party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement, including its obligations under Sections 2, 6, 10, and 11.

- 12. This Agreement contains the final and complete agreement between the Parties with respect to the Project specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those services, whether written or oral, except the EDA Grant Agreement that is a part hereof pursuant to Paragraph 1, above.
- 13. Neither Party will assign, transfer or otherwise dispose of its rights or obligations under this Agreement or any interest therein, without the other Party's prior written consent, which will not be unreasonably withheld or delayed.
- 14. This Agreement may be modified or rescinded only by a writing signed by both Parties or their duly authorized agents. No course of dealing or oral changes between the Parties will be effective or legally binding as an amendment to this Agreement.
- 15. TCV shall maintain accurate and complete records relating to its performance of this Agreement, including accounting records in support of all billings to APS. These records shall be retained by TCV and be reasonably available for APS' inspection and audit for 4 years after completion or termination of this Agreement.
- 16. A Party's failure or delay in enforcing the terms and conditions of this Agreement or in insisting upon strict performance of any of the other Party's obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement by either Party shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct, course of dealing, oral expression, or other action shall be construed as a waiver.
- 17. The following will be designated contacts for the Parties:

Town of Chino Valley Attention: Town Manager 202 North State Route 89 Chino Valley, AZ 86323	Arizona Public Service Company Michael Martin, Economic Development Director 400 North 5 <sup>th</sup> Street Phoenix, AZ 85004 Mail Station 9110
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first above written.

////SIGNATURES ON NEXT PAGE////

ARIZONA PUBLIC SERVICE COMPANY

By: \_\_\_\_\_

Daniel Froetscher

Senior Vice President, Transmission, Distribution, and Customers

TOWN OF CHINO VALLEY

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

ATTEST

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Phyllis L.N. Smiley, Town Attorney

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. f.

**Meeting Date:** 07/12/2016  
**Contact Person:** Joe Duffy, Finance Director  
 Phone: 928-636-2646 x-1211  
**Department:** Finance  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** Bright Star Subdivision

### AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 16-1086, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2016/2017, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

### RECOMMENDED ACTION:

Approve Resolution No. 16-1086, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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

### Attachments

Resolution 16-1086

**RESOLUTION NO. 16-1086**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2016/2017**

WHEREAS, the provisions of A.R.S. § 48-616 require the governing body to levy taxes upon all property in a municipal street lighting improvement district necessary to pay the annual expenses of said districts; and

WHEREAS, the Mayor and Council of the Town of Chino Valley, having adopted annual statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts as the final budgets for the districts for fiscal year 2016/2017, after a public hearing on the statements and estimates was held on June 28, 2016; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the Town of Chino Valley, the Town is required to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of Yavapai County, Arizona by the third Monday in August;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that for each street lighting improvement district listed on the Schedule of Estimated Assessments, attached hereto as Exhibit A and incorporated herein, a tax rate sufficient to provide funds for the annual expenses of each street lighting improvement district within the Town of Chino Valley, as listed in the attached Schedule, is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation as specified in the column labeled 2016/2017 Levy Request.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August.

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 12<sup>th</sup> day of July, 2016.

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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. 16-1086 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 12, 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:

A. Schedule of Estimates

**Exhibit A**

## TOWN OF CHINO VALLEY, ARIZONA

## STREET LIGHTING IMPROVEMENT DISTRICTS

**Schedule of Estimated Assessments - Fiscal Year 2016/2017**

Co. No.	Dist. No.	Town ID No.	Town ID Name	A 2015/2016 Estimated Actual Expenses	B 2015/2016 Levy Request	C 2015/2016 Difference on Expenses vs. Levy	D 2016/2017 Projected Expenses	E 2016/2017 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 1,947	\$ 1,987	\$ 40	\$ 2,042	\$ 2,000	
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 999	\$ 994	\$ (4)	\$ 1,048	\$ 1,000	
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 909	\$ 1,001	\$ 92	\$ 958	\$ 1,000	



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. g.

**Meeting Date:** 07/12/2016  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Council  
**Item Type:** Action  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### **AGENDA ITEM TITLE:**

Consideration and possible action to appoint members of the Council as the Town's representative and alternate representative to the Central Yavapai Metropolitan Planning Organization (CYMPO).

#### **RECOMMENDED ACTION:**

Appoint Councilmember Best as representative and Vice-Mayor Croft as alternate representative to CYMPO.

#### **SITUATION AND ANALYSIS:**

##### **Issue Statement**

Mayor Marley has requested that Council appoint a new representative and alternate to CYMPO, as the current representative, Councilmember Miller, has been working out of Town a lot and is unable to attend all the meetings. Councilmember Best is presently serving as alternate.

#### **Fiscal Impact**

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

#### **Attachments**

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 8. a.

**Meeting Date:** 07/12/2016  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Council  
**Estimated length** None  
**of Staff Presentation:**  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

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 management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor Marley)

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#### Attachments

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