

1. Town Council - Agenda

Documents:

[2016_10_25_CC_RG_AG.PDF](#)

2. Town Council - Agenda Packet

Documents:

[2016_10_25_CC_RG_PK.PDF](#)



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, October 25, 2016
6:00 P.M.

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Proclamation declaring November 2016 as "Charitable Tax Giving Month," sponsored by Yavapai Big Brothers Big Sisters.
 - b. MATFORCE presentation to recognize all Police Officers throughout Yavapai County as Quarterly Game Changer Award Winners.
 - c. Presentation by Nancy Mitchell, president of the Senior Center Advisory Board, regarding activities at the Senior Center.

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.

- a. Consideration and possible action to approve Financial Report for the three months ending September 30, 2016. (Joe Duffy, Finance Director)
- b. Consideration and possible action to accept the September 27, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

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:
 - (i) Hold a public hearing; and
 - (ii) Approve the Cable System License for the Town of Chino Valley and Cable One, Inc., effective 11/01/2016 for a 15-year period, expiring 10/31/2031. (Cecilia Grittman, Assistant Town Manager)

Recommended Action:

- (i) Hold a public hearing;
- (ii) Approve Cable System License for the Town of Chino Valley and Cable One, Inc., effective 11/01/2016 for a 15-year period, expiring 10/31/2031.

- b. Consideration and possible action to select a pool of arbitrators in compliance with Town Personnel Policy No. 815. (Phyllis Smiley, Town Attorney)

Recommended Action: Appoint the following persons to the Town Personnel Policy No. 815 arbitrators pool:

1. Steven Guttell
2. Don Zavala, Jr.
3. Michele Feeney
4. Charles Herf
5. Harold Merkow

- c. Consideration and possible action to set a public hearing date for the proposed modification to the Town's Tax Code to decrease the transaction privilege tax rate for manufactured housing sales. (Joe Duffy, Finance Director)

Recommended Action: Set a public hearing on December 13, 2016 on the proposed modification to the Town's Tax Code to decrease the transaction privilege tax rate for manufactured housing sales and to direct Staff to publish a notice of hearing at least 15 days prior to the hearing as required by law.

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. 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 and Council)
- b. 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 in pending litigation or in settlement discussions conducted in order to resolve litigation in the matter of Town v. The Glenarm Land Company, Inc., et al. (Phyllis Smiley, Town Attorney)
- c. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or resignation of Robert Smith, Town Manager. (Mayor and Council)

9. ACTION ITEMS RESUMED

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

- a. Consideration and possible action regarding employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of Town Manager, Robert Smith. (Mayor and Council)

10. ADJOURNMENT

Dated this 20th day of October, 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



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Date: _____	Time: _____	By: _____ Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. a.

Meeting Date: 10/25/2016
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

AGENDA ITEM TITLE:

Proclamation declaring November 2016 as "Charitable Tax Giving Month," sponsored by Yavapai Big Brothers Big Sisters.

SITUATION & ANALYSIS:

Yavapai Big Brothers Big Sisters has requested the reading of the attached proclamation and to give notice that there has been an increase in the contribution amounts to \$400 for a single taxpayer and \$800 for taxpayers filing jointly.

Attachments

Proclamation
Flyer



PROCLAMATION

Charitable Tax Credit Giving Month November 2016



Whereas, the State of Arizona tax credit program enables taxpayers to contribute \$400 for a single taxpayer and \$800 for taxpayers filing a joint tax return, and receive a dollar for dollar tax credit on their Arizona tax bill; and

Whereas, the full amount can be given to a qualified charitable organization of their choice AND a school of their choice. The taxpayers can use their tax dollars to express their beliefs and values by supporting a charity that does the work they hold dear; and

Whereas, Employers are urged to adopt the option to allow employees to contribute to a Qualifying Charitable Organization from state withholding- thereby not reducing take home pay; and

Whereas, Employees are encouraged to take advantage of the opportunity to contribute to a qualifying Charitable Organization from their state tax withholding- without reducing take home pay.

Whereas, by donating to a qualified charitable organization and a school, taxpayers are in effect, given the opportunity to choose how to use a portion of their tax dollars; and

Whereas, taxpayers no longer need to itemize in order to participate in the Arizona Tax Credit Program. A donation that qualifies for a state tax credit is also fully deductible on a Federal tax return, reducing the Federal tax liability; and

Whereas, the Arizona Tax Credit Program is a way of keeping our tax money in this community. Keeping tax dollars local through the charitable giving tax credit builds a stronger and better community at no cost to the donors.

Now, Therefore, I, Chris Marley, Mayor of the Town of Chino Valley, in partnership with Yavapai Big Brothers Big Sisters, do hereby proclaim **November 2016** as **Charitable Tax Credit Giving Month**, and urge all of our citizens to recognize this observance and, for the good of the community, urge residents to keep their money local by making a donation to a qualified local charity and school.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this **25th** day of **October 2016**.

Chris Marley, Mayor

ATTEST: Jami C. Lewis, Town Clerk



Yavapai
Big Brothers Big Sisters

Keep Your Slice of Tax Credit Pie in Yavapai!



Yavapai Big Brothers Big Sisters
and the
Quad Cities Mayors
proclaim November as

CHARITABLE TAX GIVING MONTH

You can keep your tax dollars local
while supporting your favorite
qualifying non-profit organization &
school. Your donation can be used
as an Arizona Charitable Tax Credit!

GREAT NEWS!

Now you can declare up to \$400
for single taxpayers and \$800 if
filing jointly on your Arizona
Income Tax in support of both
your favorite qualifying non-
profit charity and your local
schools.



Thanks to our sponsors supporting "Keep Your Slice of Tax Credit
Pie in Yavapai" Charitable Tax Credit Awareness Campaign



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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. b.

Meeting Date: 10/25/2016
Contact Person: Chuck Wynn, Police Chief
Phone: 928-636-2646 x-1258
Department: Police
Estimated length 10 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

MATFORCE presentation to recognize all Police Officers throughout Yavapai County as Quarterly Game Changer Award Winners.

SITUATION & ANALYSIS:

MATFORCE has chosen to recognize all Police Officers throughout Yavapai County as Quarterly Game Changer Award winners. MATFORCE wants to express gratitude and thanks to each officer for their dedication and service to the residents of Yavapai County. They will be presenting Game Changer cups for each officer in the Chino Valley Police Dept.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. c.

Meeting Date: 10/25/2016
Contact Person: Cecilia Grittmann, Assistant Town Manager
Phone: 928-636-2646 x-1202
Department: General Services
Estimated length 10 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation by Nancy Mitchell, president of the Senior Center Advisory Board, regarding activities at the Senior Center.

SITUATION & ANALYSIS:

The By-laws of the Senior Center Advisory Board state that the Board will update the Town Council on an annual basis of the activities and direction of the Advisory Board and the Senior Center.

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: 10/25/2016
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the three months ending September 30, 2016. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve Financial Report for the three months ending September 30, 2016.

SITUATION AND ANALYSIS:

The Finance Department prepares Financial Reports for the Mayor, Council, Staff and Community.

Upon Council approval, the reports will be posted on the Town's website.

The report includes the following sections:

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

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

Other Information - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year and a debt summary.

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

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Financial Report 9-30-2016

Town of Chino Valley Arizona

Financial Report



To The Town Council

For the Three Months Ending September 30, 2016 25% of the Fiscal Year

Town of Chino Valley							
Revenue and Expense Summary							
For the Three Months Ending September 30, 2016 25% of the Fiscal Year							
Actual vs Prior Year							
	Actual Year to Date FY 2015-16	Actual Year to Date FY 2016-17	Amount	% FY 2016-17/ FY 2015-16	Annual Budget FY 2016-17	% of Budget YTD	
GENERAL FUND							
General Fund Revenues by Category							
Franchise Taxes	\$ 8,382	\$ 4,126 *	\$ (4,256)	-51%	\$ 128,000	3%	
Tax Revenues	\$ 976,681	\$ 1,070,295	\$ 93,614	10%	\$ 4,066,000	26%	
Licenses & Permits	\$ 55,366	\$ 119,902	\$ 64,536	117%	\$ 338,000	35%	
Intergovernmental	\$ 742,544	\$ 764,663	\$ 22,119	3%	\$ 3,228,500	24%	
Charges for Services	\$ 34,289	\$ 34,871	\$ 582	2%	\$ 127,500	27%	
Fines and Forfeitures	\$ 22,530	\$ 36,895	\$ 14,365	64%	\$ 159,000	23%	
Other Revenues	\$ 269	\$ 214	\$ (55)	-20%	\$ 3,500	6%	
Contributions and Donations	\$ 1,617	\$ 762	\$ (855)	-53%	\$ 2,500	30%	
Investment Earnings	\$ 124	\$ 1,958	\$ 1,834	1479%	\$ 1,500	131%	
Transfers In	\$ 64,998	\$ 62,500	\$ (2,498)	-4%	\$ 250,000	25%	
Total Revenues	\$ 1,906,800	\$ 2,096,186	\$ 189,386	10%	\$ 8,304,500	25%	
* Estimated final quarter accruals.							
Total Revenues for the General Fund are up \$189,386 or 10% over the previous fiscal year. Total Tax Revenues are up 10% exceeding our budget projection of 6%. Licenses and Permits are up 117% due to an increase in Building Permits and Plan Check Fees this fiscal year. Intergovernmental Revenues are up 3% in line with budget projections.							

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2016 25% of the Fiscal Year						
				Actual vs Prior Year		
	Actual Year to Date FY 2015-16	Actual Year to Date FY 2016-17	Amount	% FY 2016-17/ FY 2015-16	Annual Budget FY 2016-17	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 26,100	\$ 27,977	\$ 1,877	7%	\$ 123,700	23%
Town Clerk	\$ 38,069	\$ 62,308	\$ 24,239	64%	\$ 224,000	28%
Town Manager	\$ 84,485	\$ 81,911	\$ (2,574)	-3%	\$ 371,400	22%
Human Recourses	\$ 44,657	\$ 45,295	\$ 638	1%	\$ 221,600	20%
Municipal Court	\$ 55,019	\$ 61,934	\$ 6,915	13%	\$ 278,600	22%
Finance	\$ 67,556	\$ 89,978	\$ 22,422	33%	\$ 343,200	26%
Management Information System	\$ 36,771	\$ 65,286	\$ 28,515	78%	\$ 336,400	19%
Mayor and Council	\$ 8,094	\$ 6,674	\$ (1,420)	-18%	\$ 43,200	15%
Planning	\$ 39,307	\$ 49,119	\$ 9,812	25%	\$ 207,000	24%
Building Inspection	\$ 68,045	\$ 43,105	\$ (24,940)	-37%	\$ 257,700	17%
Police	\$ 615,140	\$ 697,498	\$ 82,358	13%	\$ 2,768,800	25%
Animal Control	\$ 21,810	\$ 27,667	\$ 5,857	27%	\$ 128,300	22%
Recreation	\$ 9,366	\$ 21,390	\$ 12,024	128%	\$ 96,100	22%
Library	\$ 67,803	\$ 75,991	\$ 8,188	12%	\$ 312,600	24%
Senior Center	\$ 48,820	\$ 50,901	\$ 2,081	4%	\$ 271,600	19%
Parks Maintenance	\$ 142,578	\$ 133,635	\$ (8,943)	-6%	\$ 373,400	36%
Aquatic Center	\$ 72,319	\$ 80,915	\$ 8,596	12%	\$ 220,400	37%
Facilities Maintenance	\$ 84,752	\$ 87,711	\$ 2,959	3%	\$ 343,500	26%
Fleet Maintenance	\$ 51,807	\$ 60,949	\$ 9,142	18%	\$ 283,000	22%
Engineering	\$ 25,812	\$ 19,442	\$ (6,370)	-25%	\$ 125,900	15%
Customer Service		\$ 45,542	\$ 45,542		\$ 118,100	39%
Non Departmental	\$ 183,926	\$ 452,173	\$ 268,247	146%	\$ 1,056,000	43%
Total Expenditures	\$ 1,792,236	\$ 2,287,401	\$ 495,165	28%	\$ 8,504,500	27%
Total Revenue Over (Under)						
Total Expenditures	\$ 114,564	\$ (191,215)	\$ (305,779)		\$ (200,000)	
GENERAL FUND (Continued)						
<p>Total General Fund Expenditures are up \$495,165 or 28% compared to last fiscal year. The major contributing factor is the \$275,000 payment in Non Departmental for the Cortez settlement. Through September each departments total expenditures should be less than 25% of their annual budget. The Town Clerk is up due to the election expenses of \$19,559. The Finance Department is up due to the timing of the audit payments. Management information Systems is up due to the payment to Yavapai County for GIS Services. In total the General Fund Departments are at 27% of their budget through September 30, 2016.</p>						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2016 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2015-16	Actual Year to Date FY 2016-17	Amount	% FY 2016-17/ FY 2015-16	Annual Budget FY 2016-17	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 223,972	\$ 242,736	\$ 18,764	8%	\$ 930,500	26%
Expenditures						
Road Maintenance	\$ 184,041	\$ 221,772	\$ 37,731	21%	\$ 966,000	23%
Total Revenue Over (Under)						
Total Expenditures	\$ 39,931	\$ 20,964	\$ (18,967)		\$ (35,500)	
Total Fund Revenues are up 8% over the prior fiscal year due to the budgeted increase in HURF fund distributions. Expenditures are up 21% primarily due to the budgeted change in indirect charges to the department. Overall the department is at 23% of budget.						
WATER ENTERPRISE FUND						
Water Revenues	\$ 139,588	\$ 146,755	\$ 7,167		\$ 2,531,000	
Transfers In	\$ 37,500	\$ 18,750	\$ (18,750)		\$ 75,000	
Total Revenues	\$ 177,088	\$ 165,505	\$ (11,583)	-7%	\$ 2,606,000	6%
Expenditures						
Water Utility Operations	\$ 129,389	\$ 111,431	\$ (17,958)		\$ 411,500	
Debt Service/Reserve	\$ -	\$ -	\$ -		\$ 2,194,500	
Total Expenditures	\$ 129,389	\$ 111,431	\$ (17,958)	-14%	\$ 2,606,000	4%
Total Revenue Over (Under)						
Total Expenditures	\$ 47,699	\$ 54,074	\$ 6,375		\$ -	
Total Water Enterprise Fund Revenues are down 7% due to reduced budgeted transfers in from the Capital Improvement Fund. Water Service Fees are down 17% due to usage by the Parks Department last fiscal year, however total Water Revenues are up due to an increase in Buy in Fees this fiscal year. Expenditures are down 14% over last fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 375,420	\$ 421,667	\$ 46,247	12%	\$ 2,119,500	20%
Expenditures						
Sewer	\$ 213,556	\$ 387,596	\$ 174,040		\$ 1,068,500	
Debt Service/Reserve	\$ 38,764	\$ 25,120	\$ (13,644)		\$ 1,416,500	
Total Expenditures	\$ 252,320	\$ 412,716	\$ 160,396	64%	\$ 2,485,000	17%
Total Revenue Over (Under)						
Total Expenditures	\$ 123,100	\$ 8,951	\$ (114,149)		\$ (365,500)	
Total Sewer Enterprise Fund Revenues are up 12% over last fiscal year. Sewer Buy In fees are up \$61,000 and Sewer Service Fees are down 4%. Expenses are up 64% due to the \$216,000 purchase of SMU filters this fiscal year Debt Service/Reserve is down due to the debt refinancing completed over the last couple of years.						

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CAPITAL IMPROVEMENT FUND						
Total Revenues	\$ 325,562	\$ 356,765	\$ 31,203	10%	\$ 3,925,500	9%
Yavapai Drainage District	\$ -	\$ 21,737	\$ 21,737		\$ 110,000	
Road Impact Fees	\$ -	\$ -				
Capital Improvements	\$ 630,497	\$ -	\$ (630,497)		\$ 2,869,000	
Equipment Acquisition	\$ -	\$ -	\$ -			
Transfers	\$ 285,250	\$ 263,000	\$ (22,250)		\$ 1,052,000	
Total Expenditures	\$ 915,747	\$ 263,000	\$ (652,747)	-71%	\$ 3,921,000	7%
Total Revenue Over (Under)						
Total Expenditures	\$ (590,185)	\$ 115,502	\$ 705,687		\$ 114,500	
<p>Capital Improvement Fund Tax Revenues are up 10% over the prior fiscal year primarily due to an increase in Sales Tax activity. Transfers are down due to the decreased amount budgeted this fiscal year.</p>						

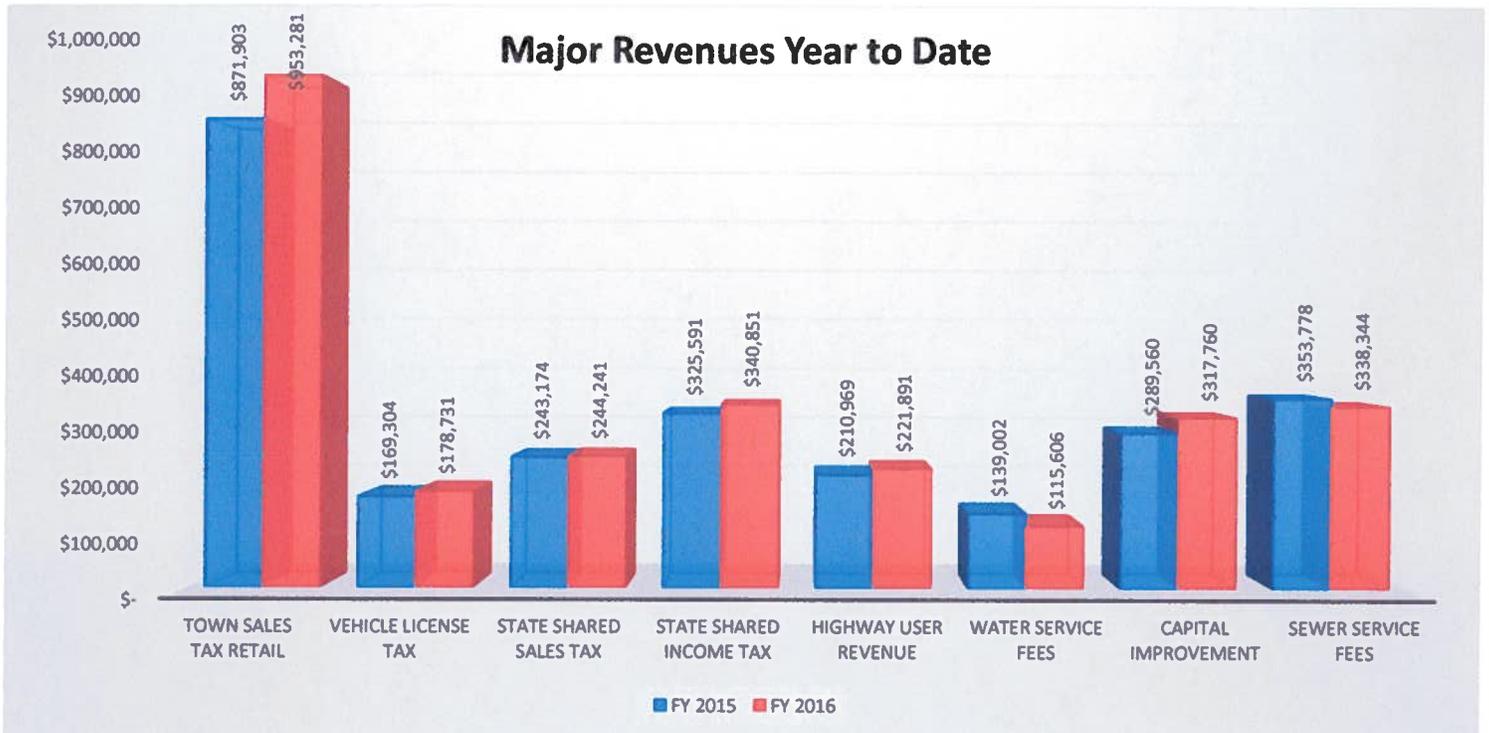
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For the Three Months Ending September 30, 2016 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2015-16	Actual Year to Date FY 2016-17	Amount	% FY 2016-17/ FY 2015-16	Annual Budget FY 2016-17	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ -	\$ -	\$ -			
Grants Fund	\$ 55,244	\$ 11,264	\$ (43,980)		\$ 3,500,000	
Special Revenue Fund Court	\$ 1,363	\$ 4,984	\$ 3,621		\$ 9,500	
Capital Asset Replacement	\$ 338	\$ 1,671	\$ 1,333		\$ 10,500	
Police Impact Fee Funds	\$ 12,374	\$ -	\$ (12,374)		\$ -	
Library Impact Fee Funds	\$ -	\$ -	\$ -			
Parks/Rec Impact Fee Funds	\$ 3	\$ 12	\$ 9		\$ -	
Roads Impact Fee Funds	\$ 112	\$ 283	\$ 171		\$ -	
Special Revenue Fund PD	\$ 10,812	\$ 21,668	\$ 10,856		\$ 55,000	
CVSLID Districts	\$ 2	\$ -	\$ (2)		\$ 4,000	
Total Revenues	\$ 80,248	\$ 39,882	\$ (40,366)	-50%	\$ 3,579,000	1%
Other Minor Funds -Expenditures						
CDBG Grant	\$ -	\$ -	\$ -			
Grants Funds	\$ 73,165	\$ 52,790	\$ (20,375)		\$ 3,500,000	
Special Revenue Fund - Court	\$ 2,822	\$ 48	\$ (2,774)		\$ 38,500	
Capital Replacement Fund	\$ 11,390	\$ -	\$ (11,390)		\$ 50,000	
Police Impact Fee Funds	\$ 14,793	\$ 227	\$ (14,566)		\$ -	
Library Impact Fee Funds	\$ -	\$ -	\$ -			
Parks/Rec Impact Fee Funds	\$ -	\$ -	\$ -		\$ 18,283	
Roads Impact Fee Funds	\$ -	\$ -	\$ -		\$ 553,217	
Special Revenue Fund PD	\$ 7,764	\$ 9,559	\$ 1,795		\$ 45,000	
CVSLID Districts	\$ 971	\$ 646	\$ (325)		\$ 4,000	
Total Expenditures	\$ 110,905	\$ 63,270	\$ (47,635)	-43%	\$ 4,209,000	2%
Total Revenue Over (Under)						
Total Expenditures	\$ (30,657)	\$ (23,388)	\$ 7,269		\$ (630,000)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 3,089,090	\$ 3,322,741	\$ 233,651	8%	\$ 21,465,000	15%
Total Expenditures All Funds	\$ 3,384,638	\$ 3,359,590	\$ (25,048)	-1%	\$ 22,691,500	15%
Total Revenue Over (Under)						
Total Expenditures All Funds	\$ (295,548)	\$ (36,849)	\$ 258,699		\$ (1,226,500)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

**Town of Chino Valley
Major Revenue Summary
For the Three Months Ending September 30, 2016 25% of the Fiscal Year**

	Actual Year to Date		Annual Budget		Actual Year to Date		% of Budget		Actual vs Prior Year	
	FY 2015-16		FY 2016-17		FY 2016-17		YTD		Amount	%
Town Sales Tax Retail	\$ 871,903	\$ 3,778,000	\$ 953,281	25%	\$ 81,378	9%				
Vehicle License Tax	\$ 169,304	\$ 663,000	\$ 178,731	27%	\$ 9,427	6%				
State Shared Sales Tax	\$ 243,174	\$ 1,046,000	\$ 244,241	23%	\$ 1,067	0%				
State Shared Income Tax	\$ 325,591	\$ 1,359,000	\$ 340,851	25%	\$ 15,260	5%				
Highway User Revenue	\$ 210,969	\$ 853,000	\$ 221,891	26%	\$ 10,922	5%				
Water Service Fees	\$ 139,002	\$ 405,000	\$ 115,606	29%	\$ (23,396)	-17%				
Capital Improvement	\$ 289,560	\$ 1,266,000	\$ 317,760	25%	\$ 28,200	10%				
Sewer Service Fees	\$ 353,778	\$ 1,449,000	\$ 338,344	23%	\$ (15,434)	-4%				
Major Revenues Y.T.D.	\$ 2,603,281	\$ 10,819,000	\$ 2,710,705	25%	\$ 107,424	4%				
Total Revenue All Funds	\$ 3,089,090	\$ 21,465,000	\$ 3,322,741	15%	\$ 233,651	8%				

84% 50% 82%

The Major Revenues are up \$107,424 or 4% over the prior fiscal year in line with the budget projections. Town Sales Tax Retail is up 9% this fiscal year. Water Service Fees are down 17% due to the Parks Department water usage last fiscal year. Sewer Service Fees are down 4%. Total combined revenue for all funds is up 8% or \$233,651 over last fiscal year.



Impact Fee Fund Recaps				
For the Three Months Ending September 30, 2016 25% of the Fiscal Year				
	Parks/Rec Impact Fees	Roads Impact Fees		
Beginning Fund Balance @ 6/30/16	\$ 18,323	\$ 547,641		
Impact Fees Revenue to Date	\$ 12	\$ 283		
Impact Fees Expenditures to Date	\$ -	\$ -		
Ending Fund Balance to Date	\$ 18,335	\$ 547,924		
Budgeted Expenditures FY 16/17	\$ 18,283	\$ 553,217		
Contingency Funds Budget				
For the Three Months Ending September 30, 2016 25% of the Fiscal Year				
	Actual Year to Date FY 2016-17	Annual Budget FY 2016-17		
General Fund Budget		\$ 400,000		
Cortez Settlement	\$ 275,000			
General Fund Balance	\$ 275,000	\$ 400,000		
HURF Fund Budget		\$ 46,000		
Water Fund Budget		\$ 26,000		
Sewer Fund Budget		\$ 45,000		
Total Contingency Fund	\$ 275,000	\$ 517,000		
Town of Chino Valley				
Annual Debt Service Summary By Fund				
Fiscal Year Ended June 30, 2017				
Debt Issue	Date Issued	Original Amount	FY 2017 Principal	FY 2017 Interest
General Government				
National Bank GADA Refi	7/1/2016	\$ 3,346,000	\$ 309,000	\$ 64,695
US Bank Series 2010	12/15/2010	\$ 7,280,000		\$ 331,638
		\$ 10,626,000	\$ 309,000	\$ 396,333
Water Enterprise Fund				
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 45,000	\$ 23,362
Sewer Enterprise Fund				
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 82,242	\$ 25,714
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 255,957	\$ 91,372
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 126,801	\$ 54,622
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 153,701	\$ 96,326
		\$ 13,656,317	\$ 618,701	\$ 268,034
Total Town of Chino Valley Debt		\$ 25,027,317	\$ 972,701	\$ 687,729



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. b.

Meeting Date: 10/25/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the September 27, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the September 27, 2016 regular meeting minutes.

Attachments

September 27, 2016 minutes

DRAFT

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

**TUESDAY, SEPTEMBER 27, 2016
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 27, 2016.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza; Councilmember Lon Turner

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Gritman; Town Attorney Phyllis Smiley (via Skype); Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Mayor Marley called for a moment of silence in honor of the late former Councilmember Don Wojcik and the late former Town employee Emil Kalinich.

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

- a) Yavapai College Community Update, presented by Steve Walker, Vice President for Advancement and Foundation.

Mr. Walker spoke about enrollment and tuition costs, programs, engineering grants, Chino Agribusiness Center, Regional Economic Development Center, and potential Chino Valley job fair.

- b) Quarterly update by Arlene Alen, Executive Director of the Chino Valley Area Chamber of Commerce.

Ms. Alen spoke about a new mission and vision, membership and retention, Visitor Center statistics, programs and services, and community events.

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.

County District 4 Supervisor Craig Brown spoke about the engineering study for the Center Street/Williamson Valley connector being done in a year.

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 regarding desired community activities; school bus replacements; and Williamson Valley/Center Street connector.

Mayor Marley reported that this information was provided to the Town recreation department, school district, and county supervisor.

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.

Councilmember Best reported on CYMPO items: Road 1 North signal and SR 69 widening.

Councilmember Turner reported on the delivery schedule for the new screens for the wastewater treatment plant.

Mayor Marley reported on a recent Old Home Manor Recreational Committee meeting.

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

Mr. Smith had nothing to report.

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.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve consent agenda items 6a and b.

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to accept the August 31, 2016 special meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to accept the September 13, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

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 to approve the ground lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for an initial 5 year term, beginning August 9, 2016 through July 31, 2021 for property located at Old Home Manor. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve the ground lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for an initial 5 year term, beginning August 9, 2016 through July 31, 2021 for property located at Old Home Manor.

Councilmember Cuka stated that although she was a member of the Equestrian Association, she had no financial interest in the Association, and thus no conflict of interest.

Town Attorney Smiley advised that the dates of the agreement on the agenda item were incorrect and should be October 1, 2016 through September 30, 2021.

Ms. Grittman presented on this item:

- The Association had been working with the Mayor's Ad Hoc Old Home Manor Recreational Committee on the proposed lease. Council provided input in March and June 2016.
- Changes from the original draft agreement pertained to: a new location, site plan, and survey; use of Town buildings; and an inventory of equipment assumed from the old rodeo grounds. It also addressed Council's concerns related to: equipment inventory and possible equipment transfer from the Cameron property; utility extensions; Town right of entry in lieu of an inspection schedule; and responsibility for traffic control.
- The Town had been planning for some time to develop a centralized Public Works facility adjacent to the wastewater treatment plant. In the meantime, the Public Works Roads Department will share their modular office building with the Association; and the Town's maintenance facility and Quonset hut will transition over to the Association within five years.

Architect Sergio Martinez presented the new site plan. He also reported that the Association's non-profit status had been approved; they were working on a budget for next year and a sponsorship program; and there were about seven producers committed to using the facility between April and October.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the ground lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for an initial 5 year term, beginning October 1, 2016 through September 30, 2021 for property located at Old Home Manor.

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to adopt Resolution No. 16-1092 authorizing the application for a Clean Water State Revolving Fund (CWSRF) loan from the Water Infrastructure Finance Authority of Arizona (WIFA) for expenses related refinancing the USDA Debt and constructing the Center Street Sewer Line Extension, in an amount not to exceed \$640,000.(Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution No. 16-1092 authorizing the loan application.

Mr. Duffy and Public Works Director Michael Lopez presented on this item:

- Council approved the Center Street sewer line extension project in November 2015, the engineering contract in March 2016, and an amended hookup policy in March 2016.
- On September 20, 2016, staff informed Council of a shortfall in the project's budget. This agenda item would authorize staff to apply with WIFA for additional funding. WIFA, which favored this project for environmental reasons, will consider this request on October 19. WIFA's approval did not obligate the Town to accept the loan.
- The loan and contract award will come back to Council on November 8. Staff hoped that the bids, to be received in October, would come in significantly less and the Town would not have to borrow as much.
- If Council approved these items on the current timeline, staff hoped to complete the project in January 2017, weather permitting.

Council and staff discussed the following:

- *Project scope:* The overall scope of the project had not changed, but culverts and other items affected by the project were not addressed early on. These could be addressed now before going to bid, during the bid process as deductive bid alternatives or addendums, or during negotiations with the contractor before executing the contract. Staff's goal was to get as many homes as possible on sewer in the Mollie Rae subdivision.
- *Bid process:* The bid process would take about four weeks. If the bids came in high, staff would have to look at eliminating some items; if the bids were way out of line, staff could start over. The best case scenario would be to shave items during the bid process.
- *Final decision:* Staff will have the final analysis and project price on November 8. Council could make a final decision at that time.

Councilmember Turner stated that he was meeting with Mr. Lopez tomorrow to go over the new project budget to discuss options for getting the project as close to the original number as possible.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adopt Resolution No. 16-1092 authorizing the loan application.

Vote: 7 - 0 PASSED - Unanimously

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.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to recess into executive session after a 10-minute break at 7:16 p.m.

Vote: 7 - 0 PASSED - Unanimously

- 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 and Council)

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 8:08 p.m.

- a) Consideration and possible action regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility. (Mayor and Council)

Mayor Marley reported that Council consulted with its attorney during the executive session.

10) ADJOURNMENT

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to adjourn the meeting at 8:08 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 27th day of September, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of October, 2016.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 10/25/2016
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: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to:

1. Hold a public hearing; and
2. Approve the Cable System License for the Town of Chino Valley and Cable One, Inc., effective 11/01/2016 for a 15-year period, expiring 10/31/2031. (Cecilia Grittman, Assistant Town Manager)

RECOMMENDED ACTION:

1. Hold a public hearing;
2. Move to approve Cable One License agreement effective 11/01/2016 for a 15-year period, expiring 10/31/2031.

SITUATION AND ANALYSIS:

The Cable One License currently in effect expires on October 31, 2016. Cable One requested the Town renew its license to use the public streets for its cable operations and to provide

- The term is 15 years. If the Town determines that changes in technology or circumstances in the cable industry have significantly changed it may give Cable One 180 days notice prior to the tenth anniversary of the Effective Date that it intends to re-open the License for the purpose of addressing such changes. Town and Cable One will negotiate changes and if they cannot agree on changes, the Town may terminate the license effective on the tenth anniversary of the Effective Date.
- Cable One must maintain the Cable System in compliance with applicable federal regulations. The Town may request all copies of tests performed.
- Cable One determines the programming, but will use good faith efforts to select programming that falls within the following broad categories of programming: educational; news and information; sports; entertainment (including movies); family- or children-oriented; art, culture, and performing arts; science/documentary; weather information; and public affairs.
- In accordance with Section 114.20 of the Town Code, Cable One shall provide channel capacity for a minimum of one government access channel (dedicated for Town use) and one educational

access channel for use by all schools in the Town, Arizona State University, Northern Arizona University, and Yavapai County Community College.

- In accordance with Section 114.22(D) of the Town Code, Cable One will make available to the Town, without charge, services to public buildings, the following locations: Town Hall, cable television service in the Town of Chino Valley. Most of the requirements for the provision of cable television service in the Town are now set forth in Chapter 114 of the Town Code (Chapter 114 was recently amended when the Council approved Ordinance No. 16-825 on September 13, 2016). The license provisions are specific to this cable operator. Principal provisions of the license are:
 - Town Police Station, Chino Valley Public Library, Chino Valley Community Center, Chino Valley Aquatic Center, Chino Valley Senior Center, Town Public Works/Development Services Building, Chino Valley Magistrate Court, Chino Valley Public Works Facilities and Vehicle Maintenance, Chino Valley Waste Water Treatment Facility, Chino Valley Roads Maintenance Facility, and Chino Valley Shooting Range.
 - The license fee is 5% of gross revenues.
 - The license is non-exclusive.
 - The license incorporates the provisions of Chapter 114 of the Town Code.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

License Agreement

CABLE SYSTEM LICENSE
FOR
TOWN OF CHINO VALLEY, ARIZONA
AND
CABLE ONE, INC.

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EXHIBIT A. PUBLIC BUILDINGS TO BE PROVIDED WITH FREE SERVICE 11

CABLE SYSTEM LICENSE

THIS CABLE SYSTEM LICENSE (hereinafter the “License”) is made and entered into this ___ day of _____, 2016, by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (hereinafter the “Licensor”) and Cable One, Inc. (hereinafter the “Licensee”).

PREAMBLE

Pursuant to Chapter 114 of the Licensor’s Town Code (the “Ordinance”), and federal and state laws, Licensor is authorized to grant one (1) or more non-exclusive licenses to operate, construct, maintain, and reconstruct a Cable System within the corporate limits of Licensor and to otherwise regulate cable services with its corporate limits.

In accordance with the Ordinance, Licensor approves this License based on a request received from Licensee for a Cable License, with Licensee to comply with the Town of Chino Valley Town Code (including the Ordinance), Arizona Revised Statutes Title 9 Chapter 5 Article 1.1 and 47 U.S.C. §§ 521, *et seq.* (“Applicable Law”).

STATEMENT OF INTENT AND PURPOSE

Licensor intends, by the approval of this License, to construct and maintain Licensee’s Cable System in the Town of Chino Valley, to operate such Cable System and to keep current with the changes in technology, services and delivery in the cable industry. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the Licensor and the public generally. Further, Licensor may achieve better utilization and improvement of public services and enhanced economic development with the continued development and operation of Licensee’s Cable System. It is Licensor’s intent to regularly work together with Licensee to insure that its services accomplish this purpose.

Approval of this License is, in the judgment of the Licensor, in the best interests of the Town and its residents.

FINDINGS

After reviewing the request for a Cable License and information gathered by Licensor and negotiations related thereto, Licensor makes the following findings:

- 1 The Town has undertaken a review of cable services in the Town, the cable-related community needs of the Town for both the present and future; and
2. The Town has reviewed Licensee's financial, legal, and technical qualifications to hold a Town License and Licensee is qualified to provide cable services in the Town; and
- 3 The Town finds that it would serve the public interest to enter into a License with Licensee, under the terms and conditions hereinafter set forth, and Licensee agrees to the terms and conditions contained in this License; and

4. The Town, pursuant to federal laws, may require cable operators to provide cable services, including channel capacity, to promote educational, and governmental access where this would serve community needs, as may reasonably be determined by the Town, taking into account financial costs to the cable operators in providing for such needs; and

5. The Town finds that flexibility to respond to changes in technology, Subscriber interests, and competitive factors within the cable service market and the larger market for entertainment and information benefit subscribers and Chino Valley residents as such technology becomes available in the future; and

6 Licensee, as a condition of issuing this License, has agreed to be subject to the applicable provision of the Chino Valley Town Code, as existing on the date this License is issued, and has agreed to be subject to any amendments to the Code arising from the Town's exercise of its lawful police powers and taxing authority, provided, however, that such amendments enacted or modified after the effective date of this License shall be reasonable and not materially modify the terms of this License.

NOW, THEREFORE, in consideration of the faithful performance and strict observance by the Licensee of all the terms hereinafter set forth or provided for, and in consideration of the grant to the Licensee of this License by the Licensor, the Licensor and Licensee agree as follows:

SECTION 1. GENERAL PROVISIONS

1.1 Capitalized terms phrases, words and their derivatives used in this License Agreement shall have the meanings given them consistent with 47 U.S.C. §§ 521, *et seq.* Arizona Revised Statute A.R.S. Title 9, Chapter 5, and Chapter 114 of the Ordinance (as defined above), unless otherwise defined herein.

1.2 All notices, reports, or demands required or permitted to be given under this License and/or the Ordinance shall be in writing and shall be deemed to be given when received by the party designated below, sent via registered, certified mail, or overnight courier with cost or postage prepaid thereon, return receipt requested, addressed to the party to which notice, report or demand is being given, as follows:

If to Licensor: Town of Chino Valley, Arizona
Town Manager
202 N. State Route 89
Chino Valley, AZ 86323

If to Licensee: Cable One, Inc.
210 East Earll Drive
Phoenix, AZ 85012

And a Copy to: Cable One, Inc.
General Manager
3201 Tower Road
Prescott, AZ 86305

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 2. GRANT OF LICENSE

2.1 This License is executed in accordance with the provisions of the Ordinance and supersedes and extinguishes any other License or other authorization held by Licensee to operate a Cable System or provide Cable Service within the corporate limits of Licensor. This License provides Licensee with the authority, right, and privilege to construct, reconstruct, operate, and maintain a Cable System within Licensor in accordance with the terms and provisions of this License and the Ordinance. Unless expressly authorized by the Ordinance and expressly set forth herein, this License shall not modify any requirement of the Ordinance.

2.2 Licensee acknowledges and accepts the right of the Licensor to issue this License, and Licensee agrees that it shall not now or at any time hereafter challenge any lawful exercise of this right by Licensor in any local, State, or federal court.

SECTION 3. EFFECTIVE DATE

This License shall be effective on _____ according to the terms and conditions of Section 114.24 of the Ordinance (the “Effective Date”). The grant of this License is further contingent upon the satisfaction of the requirements of the Ordinance, including the filing by Licensee with the Town Clerk of the written acceptance of the License, letter of credit, construction bond and/or insurance policies provided for in the Ordinance, except that if such filing does not occur within twenty (20) days after the Effective Date, the Licensor may, in its sole discretion, declare this License and the License provided for herein to be null and void.

SECTION 4. TERM

The term of this License shall be for an initial period of fifteen (15) years commencing on the Effective Date unless terminated prior to the expiration date in accordance with the Ordinance, this License, and applicable State and federal law. If Licensor determines that changes in technology or circumstances in the cable industry have significantly changed since the Effective Date of this License, it may give Licensee written notice at least one hundred eighty (180) days prior to the tenth anniversary of the Effective Date that it intends to re-open the License for the purpose of addressing such changes. In that event, Licensor and Licensee shall meet and determine whether amendments to the License are necessary or appropriate to address such changes. If Licensor and Licensee cannot agree on amendments to the License, Licensor may terminate the License effective on the tenth anniversary of the Effective Date.

SECTION 5. SYSTEM DESIGN

5.1 In accordance with the Ordinance, Licensee shall have completed all necessary steps to construct, upgrade, and thereafter operate and maintain the Cable System, subject to all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. §76. To the extent those standards are altered, modified, or amended during the term of this License, Licensee shall comply with such altered, modified or amended standards within a reasonable

period after such standards become effective. Licensor shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules and the License.

5.2 Licensee reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the License. Notwithstanding the above, Licensee agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the requirements for the Cable System as set forth in this License or the Ordinance.

SECTION 6. GENERAL OPERATING PROVISIONS

6.1 In order to assist Licensor in its oversight responsibilities and promote the sharing of information between Licensor and Licensee, Licensor or Licensee may schedule periodic meetings every three (3) years or more frequently if requested by Licensor or Licensee.

6.2 Licensee shall retain the power to select programming to offer to Subscribers. Licensee shall, at a minimum, use good faith efforts to select programming that falls within the following broad categories of programming: educational; news and information; sports; entertainment (including movies); family- or children-oriented; art, culture, and performing arts; science/documentary; weather information; and public affairs.

6.3 Licensee shall comply with the FCC's Emergency Alert System (EAS) rules and regulations, including any state approved plans by the FCC.

6.4 In the performance of this License, Licensee shall not discriminate unfairly against any person on the ground of or because of race, creed, color, national origin or ancestry, gender, religion or political opinion or affiliation, income of residents in any area of the Licensee, or age. Licensee shall comply at all times with all other valid applicable federal, State and local laws, and all federal and State executive and administrative orders relating to non-discrimination.

SECTION 7. ACCESS CHANNELS, ACCESS COSTS, EQUIPMENT AND FACILITIES

7.1 Licensor shall have the full responsibility for the production and development of programming and shall also have the responsibility of purchasing and maintaining equipment and facilities used for the production of programming. Licensee shall use its best efforts to provide full cooperation and assistance, training or other such services as may be needed and requested by the Licensor. In any event in which Licensee believes that its services are in the form of operating costs, it will inform Licensor of any such costs that may be deducted by it from the License Fee.

7.2 Licensee assures Licensor by its agreement that its equipment, facilities, services, and personnel will accept the programming provided by Licensor for playback on the cable system on the appropriate and designated access channels without degradation in quality. Licensee further agrees to work together with Licensor to make available, to the greatest extent possible, relevant information on its programming menus and identification of programming.

7.3 In accordance with Section 114.20, Licensee shall provide channel capacity for a minimum of one government access channel (dedicated for Licensor's use) and one educational access channel for use by all schools in the Town, Arizona State University, Northern Arizona University, and Yavapai County Community College.

SECTION 8. SERVICES TO PUBLIC BUILDINGS

8.1 In accordance with Section 114.22(D) of the Ordinance, Licensee will make available to Licensor, without charge, services to public buildings, the locations identified in Exhibit A to this License as updated periodically by Licensor.

8.2 Any services requested in addition to Basic Service will be charged at Licensee's prevailing retail fees, including appropriate fees and taxes.

8.3 The Basic Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. Licensor shall take reasonable precautions to prevent any inappropriate use of the Cable System that results in loss or damage to Licensee. Licensee shall not be required to wire the entire facility or to provide more than one (1) outlet at no cost.

SECTION 9. RATES AND CHARGES

Licensee shall comply at all times with the provisions of the Cable Act and FCC rules and regulations applicable to rates and charges for any Cable Service and the associated terms and conditions for the provision of any Cable Service.

SECTION 10. CUSTOMER SERVICE AND PRIVACY PROTECTION

10.1 Licensee shall comply with the Subscriber service and privacy protection provisions in the Ordinance and 47 C.F.R. § 76.309 of the Federal Communications Commission's Rules and Regulations, as such may be amended from time to time.

10.2 Licensee shall comply at all times with the provisions of the Cable Act and FCC rules and regulations applicable to Subscriber bills.

10.3 Licensee shall comply at all times with the Subscriber privacy provisions of the Ordinance, FCC Rules and Regulations, the Cable Act or other Applicable Law. Licensee shall cooperate with Licensor so as to ensure Licensor's ability to enforce the terms and conditions of this provision to the extent consistent with Applicable Law.

SECTION 11. LICENSE FEE

11.1 Pursuant to Section 114.16 of the Ordinance, Licensee shall pay a license fee to Licensor in the amount of five percent (5%) of gross revenues. Licensee shall remit License Fees within forty-five (45) days of the end of each calendar quarter, including the license fee payment worksheet required by Section 114.16(D) of the Ordinance.

11.2 If Licensee provides its subscribers a bundling discount if a subscriber purchases a bundle of cable service and non-cable services, then the price of cable service included in the bundle shall be allocated based on the Licensee's standard, non-discounted rate, as further set forth in Section 114.16(B) of the Ordinance.

11.3 In the event federal or state laws or regulations are amended in the future to allow Licensor to receive a greater fee than the fee set forth herein, Licensor shall have the right to increase the fee to the extent specified in the license or meet with Licensee to modify this License.

SECTION 12. LICENSE NOT EXCLUSIVE

This License shall not be construed as limiting the right of Licensor, through its proper offices, and in accordance with the Ordinance and Applicable Law, to grant other Licenses similar to or containing rights, privileges or authority different from the rights, privileges and authority herein set forth; provided, however, that such additional Licenses shall not be on terms and conditions more favorable or less burdensome to such new operator than those applied to Licensee, nor operate to materially modify, revoke or terminate any rights granted to Licensee herein and shall be in accord with the provisions of the Ordinance. Should any change in State or federal law have the lawful effect of materially altering the terms and conditions of this License making it commercially impracticable for Licensee to continue the provision of Cable Services in the Licensor, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on Licensee of the material alteration. Any modification to this License shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the License, then Licensee may terminate this License without further obligation to Licensor or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

SECTION 13. INCORPORATION OF ORDINANCE

The provisions of the Ordinance are hereby incorporated herein by reference as if set out herein in full, and shall form part of the terms and conditions of this License. In the event of any conflict between the terms and conditions of this License and the provisions of the Ordinance, the provisions of the Ordinance shall control.

SECTION 14. PROCEDURE FOR ENFORCING LICENSE

The procedures for enforcing violations or breaches of this License and/or the Ordinance shall be consistent with the procedures set forth in the Ordinance.

SECTION 15. LIABILITY AND INSURANCE

15.1 In accordance with Section 114.48 of the Ordinance, Licensee shall furnish to Licensor certificates of insurance for all types of insurance required under the Ordinance within twenty (20) days of the Effective Date of this License. Failure to furnish said certificates of insurance in a timely manner shall constitute a violation of this License and said License shall be null and void.

15.2 Neither the provisions of this License or the Ordinance nor any damages recovered by Licensor hereunder shall limit the liability of Licensee under any License issued hereunder or for damages.

15.3 Licensee agrees to indemnify, save harmless and defend Licensor, in accordance with the Ordinance.

SECTION 16. LETTER OF CREDIT

16.1 As required by the Ordinance and this License, the Licensee shall comply with the Letter of Credit, Section 114.49 of the Ordinance by providing such letter of credit and in a form as may be approved by the Licensor and acceptable to Licensor's legal representative.

16.2 The letter of credit shall provide that the Licensor may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by Licensor for Licensee's demonstrated violations of this License, after notice and opportunity to cure, in accordance with the Ordinance.

16.3 The letter of credit shall be in the amount of twenty-five thousand dollars (\$25,000). Licensee shall not reduce, cancel or materially change said letter of credit from the requirement contained herein without prior written permission of Licensor.

SECTION 17. LICENSE RENEWAL

Any renewal shall be in accordance with the renewal provisions of Section 626 of the Cable Act and as further described in the Ordinance. To the extent Section 626 of the Cable Act is no longer applicable to renewals, Licensor and Licensee shall conduct the renewal process pursuant to the terms and provisions of Section 626 of the Cable Act as it existed on the Effective Date of this License.

SECTION 18. GOVERNING LAW

This License shall be deemed to be executed in the State of Arizona, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Arizona as applicable to contracts entered into and performed entirely within the State. This License shall also be subject to and compliant with the federal Cable Act and rules of the Federal Communications Commission.

SECTION 19. MISCELLANEOUS

19.1 This License is made with the understanding that its provisions are controlled by Applicable Law. To the extent that there is any inconsistency between a provision of this License and the Ordinance, the Ordinance shall control.

19.2 This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this License apply to Licensee, its successors, and assigns.

19.3 No failure on the part of Licensor to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in the Ordinance and this License, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this License. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in the Ordinance and this License, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this License shall impair any of the rights or remedies of Licensor under Applicable Law, subject in each case to the terms and conditions of this License.

19.4 If any section, subsection, sentence, clause, phrase, or other portion of the Ordinance or this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

19.5 This License is made between Licensee and Licensor and is not intended to and does not create any rights or interests for any other party including without limitation any rights as a third party beneficiary of this License.

19.6 This License embodies the entire understanding and agreement of Licensor and Licensee, with respect to the matters covered by this License and supersedes all prior agreements and understandings between Licensor and Licensee, with respect to such matters. It may be amended only by a writing signed by both parties.

19.7 Notwithstanding any other provisions of this License, Licensee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this License due to strike, unavailability of materials, or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood, storm or other events, to the extent that such causes or other events are beyond the control of Licensee.

19.8 Licensor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or state law, to the extent Licensee makes the Licensor aware of such confidentiality and to the extent permitted by law. Licensee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information as designated by Licensee and shall provide a

brief written explanation as to why such information is confidential under federal or State law. If Licensor believes it must release any such confidential books and records in the course of enforcing this License or in accordance with the Arizona public records laws, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. If Licensor receives a demand from any person for disclosure of any information designated by licensee as confidential or proprietary, Licensor shall, so far as consistent with applicable law, advise Licensee and provide Licensee with a copy of any written request by the party demanding access to such information within a reasonable period of time. Licensee may file such action as it deems necessary or appropriate to protect the confidentiality of such documents. If an action is filed against Licensor demanding release of a document designated as confidential or proprietary, Licensee shall either defend or pay upon demand all attorneys fees, costs and other expenses incurred by Licensor as a result of a request by Licensee that the confidential document not be disclosed. In the event of litigation, Licensor, until otherwise ordered by a court or agency of competent jurisdiction, agrees that, to the extent permitted by federal and State law, it shall deny access to any of Licensee’s books and records marked confidential as set forth above to any person.

SECTION 20. MODIFICATION

No provisions of this License shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by Licensor and Licensee, which amendment shall be authorized on behalf of Licensor through the adoption of an appropriate resolution or order by Licensor, as required by law.

SECTION 21. ACCEPTANCE AND EFFECTIVE DATE.

This License shall be effective upon satisfaction of the requirements of the Ordinance and Section 3 of this License and shall supersede any existing License between Licensor and Licensee.

ACCEPTANCE OF LICENSE

Licensee agrees to be bound by and to comply with and to do everything required of the Licensee by the provisions of Chapter 114 of the Town of Chino Valley Town Code and the License. This Acceptance of License is executed pursuant to Section 114.24 of the Town of Chino Valley Town Code.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this License on the date and year first below written.

TOWN OF CHINO VALLE, ARIZONA

By: Chris Marley, Mayor

Date: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, by Chris Marley, Mayor of Chino Valley, Arizona on behalf of the Town of Chino Valley, Arizona.

Notary Public

LICENSEE

By: _____

Print: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, the _____ of _____ on behalf of the Licensee.

Notary Public

EXHIBIT A
PUBLIC BUILDINGS TO BE PROVIDED
WITH FREE SERVICE

Note: Licensor reserves the right to update and modify this Exhibit A by giving a thirty (30) day written notice to Licensee specifying additional public buildings to receive service, consistent with the requirements of this License Agreement and the Ordinance.

Public Buildings: Licensee shall provide service to the Public Buildings set forth below:

1. Town Hall
202 N. State Route 89
2. Town Police Station
1950 Voss Drive
3. Chino Valley Public Library
1020 W. Palomino
4. Chino Valley Community Center
1527 N. Road 1 East
5. Chino Valley Aquatic Center
1615 N. Road 1 East
6. Chino Valley Senior Center
1021 W. Butterfield
7. Town Public Works/Development Services building
1982 Voss Drive
8. Chino Valley Magistrate Court
1988 N Road 1 West
9. Chino Valley Public Works Facilities & Vehicle Maintenance
1910 Voss Dr.
10. Chino Valley Waste Water Treatment Facility*
2190 Rodeo Dr.
11. Chino Valley Roads Maintenance Facility*
2209 Equestrian Way
12. Chino Valley Shooting Range*
2191 Sgt. Dee Barnes Way

Town may select up to two (2) of the above sites as origination points for any Community, Governmental and Educational Access Channels. Town may select differing origination points upon written agreement with Licensee.

New public buildings may be added to this list following construction or purchase, in accordance with Section 114.22(D) of the Ordinance.

* These locations are not located within a serviceable area at the time of approval of this License Agreement and will be provided with free service only if and when they are in a serviceable area.

Interconnection Jurisdictions:

In accordance with Paragraph 7.2 of this License and Section 114.22(G) of the Ordinance, Town may require Licensee to establish interconnection of the Town Governmental Access Channel with one of the following jurisdictions, and the Town Educational Access Channel with one of the following jurisdictions:

1. Yavapai County
2. Town of Prescott
3. Town of Dewey-Humboldt
4. City of Prescott.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 10/25/2016
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to select a pool of arbitrators in compliance with Town Personnel Policy No. 815. (Phyllis Smiley, Town Attorney)

RECOMMENDED ACTION:

Move to appoint the following persons to the Town Personnel Policy No. 815 arbitrators pool:

1. Steven Guttell
2. Don Zavala, Jr.
3. Michele Feeney
4. Charles Herf
5. Harold Merkow

SITUATION AND ANALYSIS:

Issue Statement: Town Personnel Policy No. 815 provides that when an employee with a grievance against the Town related to an adverse employment action is not satisfied with the decision of the Employee Committee, he or she can further appeal to binding arbitration. This arbitration is conducted by an arbitrator selected by the Personnel Director from a pool of arbitrators established by the Town Council. The Town Council is required to review the pool on a yearly basis and changed if deemed necessary by instructions of the Council. The Town Council last reviewed the pool in October, 2011.

Applicable "Policy": Town Personnel Policy No. 815 (attached).

Satisfaction of "Policy": To bring the Town into compliance with the policy, staff recommends approving a pool of arbitrators who are knowledgeable in employment issues.

Summary of Issues and Staff Rationale: When the Town received an appeal of the Employee's Committee decision recently, it quickly learned that the Town is not in compliance with Personnel Policy No. 815's requirement for the Town Council to review the pool of arbitrators on a yearly basis. The pool was last approved by Council in October 2011, at which time there were two members: James Hancock, a retired judge and Michael R. Murphy. Town Attorney Smiley contacted Judge

Hancock and Mr. Murphy to see if they were interested in remaining in the pool. Mr. Murphy asked not to be a participant in the pool as his firm serves as counsel for SW Risk defense cases which may be a potential conflict of interest. Mr. Hancock requested that his name be removed from the list.

Ms. Smiley obtained recommendations from other municipal and public law attorneys for persons who are knowledgeable of employment and public law issues and familiar with arbitration proceedings to be selected by the Council for the Town's pool of arbitrators. She spoke to each of the recommended pool members and provided them with information on the Town's appeal process. All of the recommended attorneys requested to be included and provided the Town Attorney with their resumes and requested rates. The responses of these candidates are attached for Council's review and consideration. Town Attorney Smiley notes that all of the candidates are qualified and would serve the Town well.

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Email from C. Herf

Resume - Charles Herf

Email from M. Feeney

Resume - Michele Feeney

Email from Steve Guttell

Resume - Steven Guttell

Letter from Don Zavala

Resume - Don Zavala

Email from H. Merkow

Resume - Harold Merkow

Phyllis Smiley

From: Herf, Charles W. <Charles.Herf@quarles.com>
Sent: Thursday, September 29, 2016 4:46 PM
To: Phyllis Smiley
Subject: Arbitrator's List
Attachments: Bio - Arbitration Mediation Bio of Charlie Herf.docx

Phyllis

Attached is my ADR material and my bio is still on the Quarles site as a retired partner. Your client can get all the information from my site "relaxandresolve.com". Please do not hesitate to contact me with any questions. During the time frame January through April I serve as an Adjunct Professor at Sandra Day O'Connor College of Law which makes me unavailable for any hearings on Mondays and Wednesdays until school is out.

Charlie Herf



Charles Herf / Attorney, Retired
Charles.Herf@quarles.com / [LinkedIn](#) [BIO](#) [vCard](#)
Renaissance One, Two North Central Avenue / Phoenix, AZ 85004-2391
Office 602-230-5581 / Cell 602-397-4006 / quarles.com

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Arbitration & Mediation Charles W. Herf, Esq.

Quarles & Brady LLP
1991 to Present ~Retired
 5001 East Cheryl Drive
 Paradise Valley, AZ 85253-1028
 Direct: 602.230.5581
 Cell: 602.397.4006
 Fax: 602.420.5091
 Home: 480.991.6272
 Home Fax: 480.991.2532
 charles.herf@quarles.com

Profession Retired Equity Partner – Labor and Employment, Securities, Education Law, Commercial Litigation and Alternate Dispute Resolution. For additional information see bio at www.quarles.com. Serves as Adjunct Professor Sandra Day O'Connor College of Law, Arizona State University 2010-Present and Arizona Superior Court Judge Pro Tem-20 plus years.

Experience All aspects of dispute resolution as advocate and neutral. Specializes in employment disputes including wrongful discharge, discrimination, defamation, civil rights, and executive compensation issues. Litigation includes employment, securities, commercial, federal and state courts and various administrative agencies. Jury and bench trials, appellate, arbitration, and mediation experience.

Alternative Dispute Resolution Experience Arbitrator (American Arbitration Association since 1992) and Judge Pro-Tem serving as Judge and Settlement Judge for the Arizona Superior Court for 20 plus years. Arbitrator for American Arbitration Association, Financial Industry Regulatory Authority Dispute Resolution, Arbitrator and Mediator - National Arbitration and Mediation-NY in Employment, and certified mediator. Disputes have involved wrongful discharge, entitlement to executive compensation, commissions, national origin, age, race, sex, religion, retaliation issues under Title VII, physician and health care executive compensation partnership, wind-up and sale of commercial office building, securities issues of suitability, misrepresentation, fraud in customer matters and breach of broker-dealer employment agreement and non-compete disputes.

Alternative Dispute Resolution Training - November 7-14, 2015, Alternate Dispute Section/American Bar Association Cuban Delegation; April 4-6, 2013-ABA/ADR Annual Spring Conference, Chicago IL; October 2012-ABA/ADR-Advanced Mediation Seminar Boston MA-2 Day program; American Arbitration Association-Annual Skills Seminar 2 1/2 days-March 2012 Camelback Inn Scottsdale AZ; 2009 40 hour Mediation Certification, Center for Dispute Management, Santa Monica, California; 2002 AAA Advanced Employment Arbitrator Training, 2002 NYSE Arbitrator Chairperson Training, 2001 NYSE

Arbitrator Chairperson Training, NASD Arbitrator Chairperson Training, 5/00; NYSE Securities Arbitrator Training, 5/99; Maricopa County Superior Court, Judge Pro Tem Settlement Facilitation Skills Training, 3/99; AAA Commercial Arbitrator Training Workshop, Phoenix, 1/99; AAA Employment Arbitration Training, 6/97; Arizona Industrial Relations, Arbitration Program, 12/95; NASD Staff Training Employment Law, Phoenix, 6/95; Maricopa County Superior Court, Judge Pro Tem Settlement Conference Workshop, 8/94; Arizona State Bar Association, How to Do a Securities Arbitration, 6/94; NYSE Arbitration Training Program, Scottsdale, 8/93; NASD Arbitrator Training, 6/93; Ethics for Arbitrators, San Francisco, May 2010; Mediating with the Masters, Chicago, June 2010; Approved Arbitrator and Mediator for the Arizona U.S. District and Bankruptcy Courts.

Professional Licenses Admitted to the Bar: Wisconsin, 1968; Illinois, 1968; Arizona, 1972; California, 1975; U.S. District Court: Eastern District of Wisconsin, 1968; Northern District of Illinois, 1968; District of Arizona, 1972; Northern (1992) and Southern (1996) Districts of California; U.S. Court of Appeals: Seventh (1968) and Ninth (1984) Circuits; U.S. Supreme Court, 1988.

Professional Associations American Bar Association (Labor Relations and Litigation Sections); Arizona Bar Association; Maricopa County Bar Association; California Bar Association (Labor & Employment Section); Wisconsin Bar Association; Illinois Bar Association.

Education and Honors University of Wisconsin (BS-1965; JD-1968). *The Best Lawyers in America* – Labor and Employment, Commercial Litigation and Education Law, 2004-present; *Chambers USA*, America’s Leading Business Lawyers 2004-present; Southwest Super lawyers 2007-present; Martindale Hubbell AV Peer Review Panel; Lawyer Representative to the Ninth Judicial Circuit 2010-2013.

Compensation \$2850.00 per day.
\$ 395.00 per hour.
Charges for hearing, pre-hearing, study, preparation time, travel out of state during regular business hours and reimbursement for reasonable travel expenses or mileage outside of Phoenix metropolitan area.
1 day cancellation cost if occurs 7 days or less before scheduled hearing

Citizenship United States of America

Locale Phoenix, AZ - Willing to travel - time charged 1/2 hourly rate if during business hours, Monday through Friday.

Memberships American, Arizona, California, Wisconsin, Illinois and Maricopa County Bar Associations, Paradise Valley Country Club, Life Member of Safari Club International, Life Member of North American Hunting Association and Scottsdale Gun Club, and

Board of Directors, Carlsbad Inn H.O.A., Volunteer Police Officer
Town of Paradise Valley, Arizona

Hobbies

Tennis, Fishing, Hunting, Skiing, Hiking and Photography

Phyllis Smiley

From: Michele Feeney <m.feeney@mmflaw.com>
Sent: Friday, September 30, 2016 5:41 AM
To: Phyllis Smiley
Subject: Resume and Rates
Attachments: MMF Resume, sept 2016 copy.doc; PastedGraphic-1.tiff; Michele Feeney.vcf

Hi, Silla (please tell me if this is the way you pronounce and spell your name. I'm working phonetically.)

I have attached my resume, current as of September 2016. My rate is \$400.00 per hour, straight time, no minimums or cancellation fees. So, if an arbitration takes two hours and fifteen minutes, I would 2.3 hours. If outside Maricopa County, I charge \$150.00 per hour for travel time.

I would value the opportunity to work with you, and appreciate your inquiry.

Michele

6525 North Central Ave.
Phoenix, Arizona 85012

<http://mmflaw.com>

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

MICHELE M. FEENEY

Michele M. Feeney, L.L.C.
6525 N. Central Avenue
Phoenix, AZ 85012
mfeeney@mmflaw.com
Phone (602) 682-7513
Fax (602) 314-5514

CURRENT EMPLOYMENT:

Michele M. Feeney, L.L.C.
October 2010 – Present

Practice: Devoted to mediation, arbitration and alternative dispute resolution.

Sandra Day O'Connor College of Law, Arizona State University
August 2009 – Present

Adjunct Professor, “Creative Writing for Lawyers” and “Effective Meeting Management”

Arizona Legal Center

July 2016—Present

Director of Curriculum/Supervising Attorney

PREVIOUS EMPLOYMENT:

05/14 --- 05/16: ASU Alumni Law Group Law Firm, Director of Lawyer Development

01/01/09 — 10/31/10: Sherman & Howard, L.L.C., Of Counsel. Practice devoted to mediation, arbitration and alternative dispute resolution.

Effective January 1, 2009, Mohr, Hackett, Pederson, Blakley & Randolph, P.C. combined with Sherman & Howard, L.L.C., which has offices in Arizona, Colorado and Nevada.

08/01/01 — 12/31/08: Mohr, Hackett, Pederson, Blakley & Randolph, P.C., Of Counsel and Associate Training Coordinator. Practice devoted to mediation, arbitration, and alternative dispute resolution.

Mohr, Hackett, Pederson, Blakley & Randolph, P.C., formed in 1978, was a full service law firm with a wide variety of clients.

06/02/01 — 08/01/01: Mahoney, Rigby and Tully, P.C., Of Counsel. Practice devoted to insurance defense litigation.

03/31/97 — 06/01/01: Doyle, Winthrop, P.C., Partner and Associate Training Coordinator. Practice devoted to insurance defense litigation.

05/01/83 — 03/31/97: Mohr, Hackett, Pederson, Blakley & Randolph, P.C., Partner, including several years service on management committee, and Associate Training Coordinator. General litigation practice.

EDUCATION: Notre Dame Law School (J.D., 1983)
University of Michigan (B.A., Psychology and Communications, 1980)

PERSONAL: Born Port Huron, Michigan, 1959
Married to Matthew P. Feeney since 1984, five children (ages 25, 23, 16, 16, and 12)

RECENT SEMINAR PRESENTATIONS:

“Effective Meeting Management”, Arizona State Bar Seminar, June 16, 2016
 “Ten Questions to Audit Meeting Citizenship”, Arizona Association of Defense Counsel, September 9, 2015
 “Contributor”, Bread Loaf Writing Conference, Ripton Vermont August 12-22, 2015
 “Litigation Solo/Small Firm”, Arizona State Bar Presentation, February 10, 2015
 “Mediation Failures and Success, War Stories And Teaching Points”, Arizona State Bar Presentation, January 21, 2015
 “Mediation from a Plaintiff’s Perspective”, Arizona Association of Defense Counsel, December 10, 2014
 University of Arizona College of Medicine, “Journal info Memoir Workshop,” October 9, 2014
 Arizona State Bar Convention, panel moderator for ADR section, “An Ethics Update for ADR professionals, and Practice Tips for Achieving Success in Mediation: Blue Highways or the Interstate.” June 11, 2014
 Paper Writer’s Studio Class, Fall 2013 and Spring 2014, “Writing for the Busy Parent and Professional: Lessons Learned about Creativity, Craft and Commitment”
 Maricopa County Bar Association, “Effective Mediation,” March 2014
 Tucson Defense Bar Course on Success Through Mediation, January 27, 2014
 State Bar of Arizona Course on Professionalism, November 19, 2013
 Coconino County Bar Association, “Writing for Mediation: Ten Tips to Writing an Effective Mediation Statement,” November 8, 2013
 Arizona Association of Defense Counsel (AADC) Seminar, “Top Ten Conundrums in Mediation,” May 10, 2012
 Arizona Association for Conflict Resolution Seminar, “Mediating Elder Law Cases: For Baby Boomers and their Parents – Issues of Aging Are Here to Stay: Are We All Ready?,” February 23, 2012
 State Bar Seminar, “Evaluating the Personal Injury Case,” June 17, 2011
 Maricopa County Bar Association, “Whatever Happened to Atticus Finch?,” May 17, 2011
 NBI Seminar, “Medical Malpractice: Keys to Pretrial Success,” April 15, 2011

UPCOMING SEMINAR PRESENTATIONS:

Arizona State Bar, “Good Lawyers Don’t Write Like Lawyers,” Faculty, September 7, 2016
 ABA ADR Section, Advanced Mediation and Advocacy Skills Institute, Faculty, October 6, 2016
 ASU Regional Symposium, Private Arbitration Update, “The Dirty Dozen: 12 Mistakes Arbitrators Make in their Awards,” November 10, 2016.

SELECTED PROFESSIONAL MEMBERSHIPS AND ACTIVITIES:

Best Lawyers in America, 2006-2016, Mediation
 Best Lawyers in Arizona and New Mexico, 2016, Alternative Dispute Resolution
 AADC Program “Ladder Down: Women Helping Women Climb the Ladder of
 Success,” Participant 2013, Sponsor 2014
 Arizona’s Finest Lawyers, 2011-Present
 Mentor Program Co-Chair, 2012-Present
 Alternative Dispute Resolution Section Executive Committee, State Bar of Arizona,
 2010-Present
 Section Chair 2011-2012
 Vice Chair 2010-2011
 Best Lawyers in America, 2004-Present, Alternative Dispute Resolution
 American Arbitration Association, Panel of Neutrals, 2004-Present
 State Bar of Arizona Conflict Committee, 2004-2011
 AADC Board of Directors 1998-2006
 Co-Chair, Medical Malpractice Committee
 Chair, Seminar Committee
 Executive Committee
 Maricopa County Bar Association Medical Legal Liaison Committee: Member 1992-1998;
 Chair 1997

SELECTED COMMUNITY INVOLVEMENT ACTIVITIES:

Literary & Prologue Society of the Southwest Advisory Board, May 2016 – Present
 Boys Team Charity, Camelback Chapter, Liaison to Phoenix Rescue Mission, May 2016 – Present
 All Saints Episcopal Day School
 Board of Trustees, May 2008 – May 2016
 Executive Committee, Secretary and Governance Committee Chair, May 2009-May
 2011
 School Security Task Force, 2012-Present
 Enrollment Management Committee Chair, May 2011-Present
 Athletics Task Force, 2011-Present
 Development Committee, 2013-Present
 All Saints Episcopal Day School Parent Association
 President, 2007-2008
 Talent Show Chair, 2010-Present
 Parent Education Committee, 2003-2006 Brophy College Preparatory High School
 Mothers Guild, August 2011-Present
 Fashion Show Committee, 2013
 American Heart Association, Heart Ball Committee, 2011-2013
 Childsplay, Childsplay Gala Committee, Spring 2013 and Spring 2014
 Snell & Wilmer, Book Club Co-Chair, Spring 2013 and Spring 2014
 Attorneys’ Liability Assurance Society, Book Club Committee Co-Chair, 2009-Present
 Boys’ Team Charities, 2009-2014
 Den Leader, Cub Scouts, Pack 107, 2005-2011
 Chair, Dedication of Sandra Day O’Connor House at Arizona Historical Society Museum Event,
 April 2009-October 2009
 National Charity League, 2004-2009

Xavier College Preparatory School Mothers Guild, 2002-2009
 Fashion Show Committee, 2003-2009
 Mock Trial Coach, 2005-2007
Release the Fear, local arts education and public art nonprofit corporation
 Board of Directors, 2004-2006
Weekday School, First United Methodist Church, Board of Directors, 2002-2006
St. Joseph the Worker Job Service
 Teaching job skills classes to the homeless and indigent, 2000-2003
Maricopa County Foster Care Review Board #17
 Evaluating placement and services of children placed in foster care, 1983-2002

PUBLISHED WORKS:

A Satisfying Conversation, Bear River Review, May 2016
Enough, Bear River Review, May 2015
Boat Night, Arizona Attorney Magazine, May 2010
Moses' Basket, Arizona Attorney Magazine, May 2006
Perfect Order, Toasted Cheese, June 2006
No Good Reason, Toasted Cheese, June 2007 and Arizona Attorney Magazine, May 2014
Choosing, Quality Fiction, July 2007
Nonfiction Articles, Raising Arizona Kids, 2007 — Present

Phyllis Smiley

From: sguttell@adrarizona.com
Sent: Friday, September 30, 2016 9:05 AM
To: Phyllis Smiley
Subject: RE: Chino Valley Personnel Arbitrator Pool
Attachments: Guttell Web Bio 9.2016.pdf

Phyllis,

Thank you for contacting me with regard to the above matter.

I attach a copy of my background information from my web page.

My rate for municipalities is \$1200.00 per day; \$150.00 per hour.

Travel time is billed at one-half the hourly rate.

Mileage is billed at the IRS mileage rate.

Expenses such as hotels, meals, significant postage or large copying requirements, etc will be billed at actual cost and itemized receipts will be provided.

Please note that as set forth in the attached resume, and as a further disclosure, I was an attorney with Gust Rosenfeld P.L.C. from 1982-2009, and that I have known you, Ms. Smiley, since in or about the 1980's. I do not believe that these relationship or facts would adversely affect or impair my ability to serve as an impartial, unbiased arbitrator in any case in which I am chosen as arbitrator and make these disclosures in the spirit of AAA Employment Rule R-15(c) which notes that the above disclosures "... [are] not to be construed as an indication that the arbitrator considers that the disclosed circumstance[s] [are] likely to affect [the arbitrator's] impartiality or independence." This information should be conveyed to all parties in the event I am selected as an arbitrator in any particular matter.

Thank you and the Town of Chino Valley for their consideration.

Steve Guttell

Steven M. Guttell
Steven M. Guttell, PLC
Arbitrator / Mediator / Attorney
Direct (602) 690-0086
Fax (480) 314-3469
sguttell@adrarizona.com
www.adrarizona.com
8902 E. Via Linda
110-103
Scottsdale, AZ 85258

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----- Original Message -----

Subject: Chino Valley Personnel Arbitrator Pool

From: Phyllis Smiley <PSmiley@gustlaw.com>

Date: Thu, September 29, 2016 4:04 pm

To: "sguttell@adrarizona.com" <sguttell@adrarizona.com>

Hi Steve,

I enjoyed speaking with you this afternoon and appreciate your interest in becoming one of the arbitrators in the Town of Chino Valley's pool of arbitrators. I have attached a copy of the personnel rule regarding arbitration for your information. As we discussed, for you to be considered for the pool, we will need a curriculum vitae or some other documentation as to your qualifications and experience and information on the rates you will charge the Town if selected for an arbitration.

If you have any questions, please let me know. Otherwise, responding with the information via email is fine.

Phyllis L.N. Smiley
Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
602.257.7675 (direct)
602.254.4878 (fax)
psmiley@gustlaw.com

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HOME PAGE ARBITRATION MEDIATION ABOUT STEVE IMPORTANT INFORMATION

STEVEN M. GUTTELL, PLC

Arbitrator · Mediator · Attorney

About Steve

Education

Juris Doctor, cum laude

Suffolk University Law School, 1974, (Law Review, Editor)

Bachelor of Science (Accounting)

Northeastern University, 1969

Bar Memberships

- Arizona (1982)
- Various Federal Courts
- Massachusetts (Retired)
- New York (Resigned)

Panels, Professional Affiliations and Leadership

- Arizona Summit Law School - Adjunct Professor of Law (Employment Discrimination Law- Fall 2016, Spring 2016, Fall 2015, Spring 2015, Fall 2014, Fall 2012; Alternative Dispute Resolution-Spring 2013; Employment Law-Spring 2014, Fall 2013; Professional Responsibility-Fall 2016, Summer 2016, Spring 2016, Fall 2015, Spring 2015, Fall 2014, Spring 2014).
- American Arbitration Association - Mediator and Arbitrator panels.
- Financial Industry Regulatory Authority – Arbitrator panel (Chairperson qualified).
- U.S. Postal Service –Mediator panel.
- City of Scottsdale - Personal Board (2014-present, Chair 2016-present).
- Phoenix Employment Relations Board, Hearing Officer Panel
- Maricopa County Superior Court - Judge Pro Tem (1995-2011).
- Arizona Association for Conflict Resolution - President (2011-2012).
- Arizona Labor and Employment Relations Association - Board Member.
- State Bar of Arizona - Arizona Employment Law Handbook, Discrimination chapter editor and Article author; Member, Alternative Dispute Resolution Section(Council member); Member, Employment & Labor Law Section; Member, Fee Arbitration Committee (Chair, 2014-present; Vice-Chair, 2011-2014; Unauthorized Practice of Law, Subcommittee, Chair 2011-present,: Rules subcommittee member).
- Scottsdale Bar Association – Board Member.
- "Arizona's Finest Lawyers" (2011).
- Ranking Arizona Award Winner, (ADR) Arizona Business Magazine (2008).
- U.S. Army (1969-1971).

Presentations and Publications

- Speaker, "Ethics and Professionalism: What Mediators Need to Know", Maricopa County Association of Family Mediators (January, 2015).
- Speaker, "ADR Options in the Employment Context and Preparing Yourself and Your Client for Mediation", State Bar ADR Section and the Coconino County Bar Association (November 2013).
- Speaker, "Best Practices for Putting on a Labor Arbitration", Arizona Labor and Employment Relations Association (November 2013).
- Speaker, "Arizona Wage and Hour Laws", National Business Institute (December 2011).
- Panel Member, "From the Mediators' Perspective: Effective Preparation and Advocacy During Mediation," State Bar Annual Employment Law Seminar, Sedona, AZ (October 2009).
- Panel Member, Roundtable: "14 Penn Plaza LLC v. Pyett", Arizona Labor and Employment Relations Association (September 2009).

- Speaker, "Current Issues in Employment ADR: Transformative Mediation," State Bar Convention - Labor Section (June 2009).
- Speaker, "Preparing Yourself and Your Client for Mediation," State Bar Alternative Dispute Section (May 2009).
- Speaker and Chair, "Transformative Mediation," State Bar Employment & Labor Law Section (May 2008).
- Co-chair, American Bar Association Employment Litigation Skills Training Program, Phoenix (January 2008).
- Speaker, "Creating Legally Defensible Documentation," National Business Institute Seminar (July 2006).
- Speaker, "Avoiding the Legal Landmines: Ensuring Your Investigation Complies With the Law and Protecting Against Fallout From the Investigation," Council on Education in Management Seminar (June 2006).
- Speaker, "Certificate in Human Resources Management," Council on Education in Management Seminar (April 2006).
- Speaker, "Public Section Employment Law Update," Council on Education in Management Seminar (March 2006).
- Speaker, "Update on Critical Legal Issues in Conducting Workplace Investigations to Minimize Your Liability Risks," Council on Education in Management Seminar (July 2005).
- Speaker, "New Employment Law Challenges in 2005," Council on Education In Management Seminar (March 2005).
- Speaker, "Making the Right Decisions Without Violating the Law," Council on Education In Management Seminar (March 2005).
- Speaker, "Employment Practice Issues" and "Mental Health and Emotional Issues in the Workplace," Sterling Education Services, LLC Seminar (May 2003).
- Chapter Author, "Employment Torts, Employment Termination Rights and Remedies," Second Edition 2003 Supplement, ABA Section of Labor and Employment Law.

ADR Training

- American Arbitration Association, Clarity in Award Writing, 2016
- American Arbitration Association, Take the Initiative! Your Obligation to be a Proactive Arbitrator, 2015.
- Arizona Association for Conflict Resolution, Master Class in Mediation-Advanced Mediation Workshop, 2015.
- U.S. District Court, District of Arizona, Prisoner Mediation Training, 2014.
- U.S. Postal Service, Redress Mediation Training, 2007, supplemental 2009.
- Maricopa County Superior Court, Judge Pro Tem Mediator Training, 1998 and 2008.
- Professional Mediation Associates, Comprehensive Mediation Training, 2008.
- Financial Industry Regulatory Authority (formerly NASD) Arbitrator Training, 2007.
- State Bar of Arizona, ADR Section – Sectional Educational Program, Apology and the Resolution of Employment Disputes, 2007.
- State Bar of Arizona, ADR Section – Sectional Educational Program, Proper Documentation of a Mediation Settlement Agreement, 2007.
- American Arbitration Association, Dealing with Delay Tactics in Arbitration, 2010, 2006.
- American Arbitration Association, Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 2005, 2010.
- American Arbitration Association, Arbitration Awards: Safeguarding, Deciding & Writing Awards, 2003.
- American Arbitration Association, Neutrals Conference, 2003.
- American Arbitration Association, Arbitrator Update, 2002.
- American Arbitration Association, Employment Arbitrator II Training, 2002.
- American Arbitration Association, Commercial Arbitrator Training, 1999.
- American Arbitration Association, Employment Arbitrator Training, 1997.

Prior Affiliations

- Shareholder, Walker & Peskind, PLLC, Scottsdale, AZ, 2009-2011.
- Member, Gust Rosenfeld P.L.C., Phoenix, AZ, 1982-2009.
- Staff Attorney, U.S. Department of Labor, Washington, D.C. and New York, NY, 1974-1982.

Steven M. Guttell, PLC, 8902 E. Via Linda #110-103, Scottsdale, AZ (602) 690-0086
sguttell@adrarizona.com

LAW OFFICES

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.

Robert S. Pecharich
Barry B. Cline
William R. Whittington
John C. Stallings
Donald C. Zavala, Jr.
Jonathan A. Millet

125 North Granite Street
Prescott, Arizona 86301

Telephone: (928) 445-0122
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www.prescottlawoffices.com

G. Eugene Neil
Bryon M. Ackerman
Hans N. Clugston, Of Counsel
James P. Boyle, Jr. (1913-2003)
Serving Arizona since 1950

September 30, 2016

Via Email (psmiley@gustlaw.com)

Phyllis L. N. Smiley
Gust Rosenfeld, P.L.C.
1 E. Washington Street, Ste. 1600
Phoenix, AZ 85004

Re: Arbitrator Status for the Town of Chino Valley

Dear Phyllis:

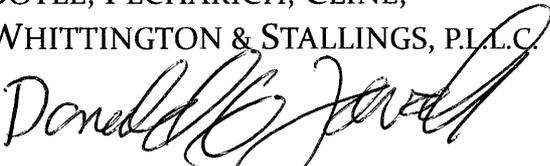
It was a pleasure talking with you on the phone recently. I would be glad to be on your list of potential Arbitrators for the Town of Chino Valley as matters may arise. With respect to the matter regarding Dan Trout, for your reference we did check and do not have a conflict for that individual.

My normal billing rate is \$275 per hour. However, because this is a public entity, we always discount our rates. Our rates for arbitration services for the Town of Chino Valley will be \$200 per hour. Some background information on my legal experience is attached.

Thank you for considering me as a candidate to provide arbitrator services for the firm.

Sincerely,

BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, P.L.L.C.



Donald C. Zavala, Jr.

DCZ/les
Enclosure

Donald C. Zavala, Jr., Esq.
Partner

Work History

Snell & Wilmer – Associate and Senior Attorney 1994 – 2004
Practiced Employment Law and Litigation

Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. 2005 - Present

Biography

Don Zavala has practiced law for over 22 years. Prior to joining Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., he practiced law at Snell & Wilmer in Phoenix, Arizona for approximately 10 years where he focused on handling employment law and general litigation. Don has represented both employers and employees in employment law matters. At Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., his practice also includes business law, real estate law, municipal and government law and special district law and civil litigation. Don has handled business and employment law litigation matters in the Ninth Circuit, Tenth Circuit, Eleventh Circuit, Washington, D.C. Court of Appeals and the Arizona Court of Appeals.

Don graduated from the University of Iowa College of Law in 1993. After graduating, Don worked as a Judicial Law Clerk for the Honorable Robert H. McWilliams on the United States Court of Appeals for the Tenth Circuit in Denver, Colorado before moving to Phoenix.

Don has published dozens of articles on employment and business topics. He regularly presents seminars on employment topics, including: preventing harassment and discrimination, employee-management practices, ADA compliance, FLSA compliance, FMLA Compliance, and drug testing policies.

Practice Areas

Employment Law
Business Law
Municipal and Government Law
Real Estate Law
Special District Law
Civil Litigation

Admitted to Practice

United States Court of Appeals, Tenth Circuit (1994)
State Bar of Arizona (1994)
United States District Court of Arizona (1994)

Don has also practiced before the United States Court of Appeals in the Ninth Circuit, the Eleventh Circuit, and the District of Columbia.

Education

University of Iowa College of Law, Juris Doctor (1993).

Order of the Coif

Note Editor, Iowa Law Review

University of Iowa, Bachelor's of Business Administration (1981).

Professional

Member, Yavapai County Bar Association.

Community

Former Board Member, Sharlot Hall Historical Society.

Former Member, Prescott Economic Development Committee.

Former Board Member, Thomas J. Pappas Regional Education Foundation.

Phyllis Smiley

From: Hal Merkow <hal.merkow@gmail.com>
Sent: Friday, October 07, 2016 9:44 AM
To: Phyllis Smiley
Subject: Re: FW: Town of Chino Valley
Attachments: hjm resume 6-16.pdf

Hi Phyllis

I wondered why I hadn't heard from you. Here is my Statement of Qualifications. My hourly rate is \$200.00 plus travel expenses (actual lodging and IRS mileage). Thanks.

Harold

On Fri, Oct 7, 2016 at 7:58 AM, Phyllis Smiley <PSmiley@gustlaw.com> wrote:

Mr. Merkow,

Please accept my apologies. I sent the email below to you on September 29 and just realized that I did not hear back from you. I now see that I made a typo in your email address.

The Miami Town Council will be approving the list of arbitrators on October 25 so there is still time to include you in the pool. If you are interested, please send me your resume and rates as soon as possible.

Phyllis L.N. Smiley
Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
[602.257.7675](tel:602.257.7675) (direct)
[602.254.4878](tel:602.254.4878) (fax)
psmiley@gustlaw.com

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From: Phyllis Smiley
Sent: Thursday, September 29, 2016 4:22 PM
To: 'hal.merkow@gmail.com'
Subject: Town of Chino Valley

Mr. Merkow,

I enjoyed speaking with you this afternoon and appreciate your interest in becoming one of the arbitrators in the Town of Chino Valley's pool of arbitrators. I have attached a copy of the personnel rule regarding arbitration for your information. As we discussed, for you to be considered for the pool, we will need a curriculum vitae or some other documentation as to your qualifications and experience and information on the rates you will charge the Town if selected for an arbitration.

If you have any questions, please let me know. Otherwise, responding with the information via email is fine.

Phyllis L.N. Smiley
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One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
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STATEMENT OF QUALIFICATIONS

HAROLD J. MERKOW

PROFESSIONAL EXPERIENCE

September 1976 to Present: Arbitrator/Hearing Officer/Administrative Law Judge/
Judge Pro Tem

12/72-9/76: Assistant Attorney General, Arizona Attorney General's Office, Phoenix,
Arizona

EDUCATION AND PROFESSIONAL MEMBERSHIPS

Law School: Wayne State University, 1972

Member, Arizona State Bar Association since 1972, U.S. District Court for the District of
Arizona 1972, U.S. Court of Appeals, 9th Circuit, 1974, U.S. Supreme Court, 1975

1979-12/2002 -- American Arbitration Association National Panel of Arbitrators;
American Arbitration Association National Panel of Construction Arbitrators

I have been an independent arbitrator/hearing officer/administrative law judge since 1976 and have presided over more than 8,000 administrative hearings for a variety of governmental agencies, municipalities, school districts and private clients in cases pertaining to personnel matters/employee relations/whistleblower complaints, school district, community college, and university employee discipline/whistleblower complaints (certified & classified employees), commercial disputes, public procurement bid protest appeals, contract and construction claims, professional licensing including accounting, technical registration [architects, engineers, surveyors], medicine (physicians [allopathic and osteopathic], dental, nursing, veterinarian, naturopathic, psychology), financial regulation (banking, insurance, real estate), election law, natural and public resources (air quality, water [quantity and quality], flood control, minerals, environmental regulation, food service hygiene), public health and safety (health services, environmental services, AHCCCS eligibility, ambulance regulation), pesticide misuse (structural and agricultural), peace officer certification [POST], land use and zoning enforcement, International Building Code abatement procedures, disadvantaged business enterprise (DBE), municipal taxation, amusement regulation (alcoholic beverages, horse and dog racing, Indian gaming) and transportation/economic development (Arizona Department of Transportation, City of Tempe, City of Phoenix). Since 1982, I have also been serving as an Administrative Law Judge for the U.S. Government for disputed claims involving Indian relocation.

Since 1976, I have been a contract hearing officer for the Maricopa County Merit System Commission to conduct personnel disciplinary appeals and whistleblower claims for County employees. Since 1979 I have been a contract hearing officer for the Arizona State Personnel Board to conduct personnel disciplinary appeals and whistleblower complaints for State employees. Since 1997, I have been a contract hearing officer for the City of Phoenix Civil Service Board to conduct disciplinary appeals, since 2003 I have been a contract hearing officer for the City of Bullhead City for employee disciplinary appeals, in 2007 I received a contract to serve as a hearing officer for the City of Peoria for employee disciplinary appeals. In 2008, I received a contract from the Maricopa Special Health Care District (Maricopa Integrated Health System [MIHS]) to conduct personnel appeals and whistleblower hearings. In 2008, I received a contract from the Arizona State University to conduct personnel appeals, grievances, and whistleblower complaints involving certified and classified employees of the university. In 2009, I received a contract from the City of Goodyear to serve as a hearing officer for employee disciplinary appeals. In 2014, I received contracts from the City of Chandler and the City of Avondale to serve as a hearing officer for employee disciplinary appeals. In 2015, I received a hearing officer contract from the Arizona Board of Regents on behalf of the three universities to conduct disciplinary appeals for university staff employees.

For the Judicial Branch of the Supreme Court, I am on the list of approved hearing officers for the Maricopa County Judicial Merit System, the Coconino County Superior Court, Navajo County Superior Court, and Mohave County Superior Court, all of which are kept to preside over employee disciplinary matters and employee disputes. I have presided over employee disciplinary hearings for the Mohave County Superior Court, the Maricopa County Superior Court, the Coconino County Superior Court, and the Navajo County Superior Court.

I have also conducted employee disciplinary hearings the cities of Surprise, Avondale, Tolleson, Chandler, Parker, Wickenburg, Town of Buckeye, City of Apache Junction, Town of Camp Verde, and Lake Havasu City on an as-needed basis, and for the former State Compensation Fund when needed.

I have conducted employee disciplinary appeals and grievances for public service/first responder personnel (sworn and unsworn) for Maricopa County, City of Phoenix, City of Avondale, City of Bullhead City, City of Surprise, City of Goodyear, City of Chandler, City of Apache Junction, Town of Camp Verde, and the City of Buckeye.

I am on the approved list of hearing officers for the Arizona Department of Education for teacher/school administrator/employee (certified and classified) disciplinary cases and I have been appointed as a hearing officer by the Scottsdale Unified School District, the Deer Valley Unified School District, the Mesa Unified School District, Chandler Unified School District, Peoria School District, Laveen School District, the Madison School District, Alhambra School District, the Phoenix Elementary School District, Roosevelt Elementary School District, Isaac School District, Glendale Union High School District,

Maricopa County Regional School District, Tucson Unified School District, Somerton Elementary School District, Gadsden Elementary School District, Naco Elementary School District, Ganado Unified School District, Tolleson Union High School District, Gila River Community School District and the Kayenta Unified School District to adjudicate disciplinary actions brought against certified school teachers and administrators as well as classified employees and grievances and whistleblower complaints filed by District employees.

I hold contracts with the Arizona Board of Regents on behalf of the 3 universities, City of Tucson, and City of Peoria, to conduct procurement appeals, contract and construction claims and debarment proceedings. I am also on the approved hearing officer lists of the Arizona Department of Education and the Arizona State Board of Education to conduct procurement appeals and contract/construction claims involving school districts. I have also conducted hearings on behalf of the Maricopa Community College District for procurement appeals. I am on the preferred hearing officer list for the City of Phoenix to conduct procurement appeal/claims hearings.

I am on the approved hearing officer list with the Scottsdale School District, Cartwright School District, Madison School District, Glendale Elementary School District, and Creighton School District to conduct student expulsion/long-term suspension hearings. I also hold a contract with the Arizona Board of Regents on behalf of the 3 universities to conduct student conduct violations hearings for the universities.

I have been appointed to conduct relocation appeal hearings by the Arizona Department of Transportation, City of Phoenix, and City of Tempe for public works construction projects. Since 1986, I have conducted more than 50 relocation appeal hearings.

Since 1999, I have been serving as a contract hearing officer for the Maricopa County Planning and Development Department presiding over zoning and code enforcement violation hearings, nuisance abatement hearings and flood control/drainage clearance violations and in 2007 I received a contract to adjudicate development appeals for the City of Peoria. In 2012, I received a contract from the City of Glendale to preside over nuisance abatement hearings under the International Building Code. I am a contract hearing officer for Maricopa County to conduct hearings into air quality violations and permits, environmental violations, and flood control violations.

From 1978 until August 2005, I served as a due process hearing officer for the Arizona Department of Education to conduct special education due process hearings throughout the State of Arizona (jurisdiction was assumed by OAH in 2005). I adjudicate due process hearings under Section 504 of the Rehabilitation Act for school districts including the Scottsdale Unified School District, the Deer Valley Unified School District and the Marana Unified School District.

Since April 1999 to date, I serve as a Judge Pro Tem for the City of Phoenix Municipal Court.

Between 2006 and 2008, I was a Judge Pro Tem for the City of Scottsdale Municipal Court.

Between 2000 and 2005, I served as a Judicial Officer Pro Tem for the Maricopa County Superior Court.

In 1995, I was appointed by the Maricopa County Superior Court as Special Master in the receivership of American Bonding Company adjudicating commercial and surety claims.

In March 2000, I was appointed as the Joint Expert (Special Master) by the U.S. District Court to monitor an injunction that was issued against the Arizona Department of Corrections regarding inmate access to the Courts.

In March 2002, I was appointed Special Master by the Maricopa County Superior Court in the receivership of Premier Healthcare of Arizona to adjudicate provider and participant claims against the estate. In November 2004, I was appointed Special Master in the Premier Healthcare receivership to adjudicate claims brought by the Receiver against providers and insurers.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 10/25/2016
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
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 set a public hearing date for the proposed modification to the Town's Tax Code to decrease the transaction privilege tax rate for manufactured housing sales. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Motion to set a public hearing on December 13, 2016 on the proposed modification to the Town's Tax Code to decrease the transaction privilege tax rate for manufactured housing sales and to direct Staff to publish a notice of hearing at least 15 days prior to the hearing as required by law.

SITUATION AND ANALYSIS:

Issue Statement

The Town's sales tax rate for manufactured buildings is much higher than neighboring communities, putting Town businesses at a competitive disadvantage.

Applicable "Policy"

Town Tax Code Section 32.25-427 setting the sales tax rate for manufactured buildings at 4%.

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Council held a study session on October 18, 2016 to review the manufactured housing sales tax rate. ARS 9-499-15 does not require the Town to post a notice of a proposed sales tax rate change because what is proposed is a decrease in the tax rate. A public hearing on the proposed rate change is required by law, with 15 days' written notice prior to the hearing. Staff proposes to have the public hearing on December 13, 2016, after which the Council may approve the proposed modification or amendment to the Tax Code.

Findings of Fact

Fiscal Impact

Fiscal Impact?: NO

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Manufactured Home Sale Tax



Manufactured Home Sales Tax Study Session

Finance Department

October 18, 2016

Yavapai County

Manufactured Home Tax Rate by Community

Effective September 1, 2016

Community	State Tax	County Tax	City/Town Tax	Total Tax	Difference
Chino Valley	5.60%	0.75%	4.00%	10.35%	
Prescott	5.60%	0.75%	2.00%	8.35%	2.00%
Prescott Valley	5.60%	0.75%	2.83%	9.18%	1.17%
Dewey-Humbolt	5.60%	0.75%	2.00%	8.35%	2.00%
Camp Verde	5.60%	0.75%	3.65%	10.00%	0.35%
Sedona	5.60%	0.75%	3.00%	9.35%	1.00%
Cottonwood	5.60%	0.75%	3.00%	9.35%	1.00%
Clarkdale	5.60%	0.75%	3.00%	9.35%	1.00%
Jerome	5.60%	0.75%	3.50%	9.85%	0.50%
Glendale	5.60%	0.70%	2.90%	9.20%	1.15%
Mesa	5.60%	0.70%	1.75%	8.05%	2.30%
Designates Competition for Chino Valley Manufactured Home Sellers					

Yavapai County						
Manufactured Home Tax Rate Compared						
Community	Total Tax	Difference	\$100,000	\$150,000	Sales Tax Impact	\$200,000
Chino Valley	10.35%					
Prescott Valley	9.18%	1.17%	\$760.50	\$1,140.75	\$1,521.00	\$1,521.00
Glendale	9.20%	1.15%	\$747.50	\$1,121.25	\$1,495.00	\$1,495.00
Mesa	8.05%	2.30%	\$1,495.00	\$2,242.50	\$2,990.00	\$2,990.00

Town of Chino Valley

Financial Impact of reducing Sales Tax Rate

	2014 Sales Tax Collections	2015 Sales Tax Collections	2016 Sales Tax Collections (Estimated)
Average Collections Rounded	\$ 93,000	\$ 111,000	\$ 111,000
1% Decrease	\$ 23,250	\$ 27,750	\$ 27,750
2% Decrease	\$ 46,500	\$ 55,500	\$ 55,500
Total Town Sales Tax Collection	\$ 4,976,331	\$ 5,147,141	\$ 5,438,500
% of Total Collections 1% Decrease	0.47%	0.54%	0.51%
% of Total Collections 2% Decrease	0.93%	1.08%	1.02%

Sales Tax Rate Change	
Sec. 4-1-427 Manufactured Buildings Sales Tax Rate	
Date	Action Item
	ARS
October 18, 2016	Council Study Session
October 25, 2016	Council approves setting a public hearing for December 13, 2016
November 24, 2016	Publish Notice of Public Hearing
December 13, 2016	Council holds public hearing, decides rate change, effective date March 1, 2017
December 23, 2016	Submit change to the DOR, MTCC, and League within 10 days of adoption by Council
March 1, 2017	Effective Date of Rate Change