



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, FEBRUARY 14, 2023
6:00 PM**

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

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

AGENDA

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Presentation by the Chino Valley Historical Society.**
- 3. CALL TO THE PUBLIC – Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.
- b. Consideration and possible action to approve Resolution 2023-1222 amending the Parks and Recreation Advisory Board by laws.
- c. Consideration and possible action to approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association for property located at Old Home Manor.
- d. Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of \$39,600.00 plus administrative fees.
- e. Consideration and possible action to approve Ordinance 2023-926 relating to Chapter 90 - Animal Control.
- f. Consideration and possible action to approve the Council Entity Appointments.

6. ACTION ITEMS

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

- a. Consideration and possible action to approve the Financial Report for the six-month period ending December 31, 2022.
- b. Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Building Advisory Board per recommendation of the Appointments Subcommittee.

7. ADJOURNMENT

Dated this 9th day of February, 2023.

By: *Erin N. Deskins, Town Clerk*

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

Council meetings are live-streamed on the Town of Chino Valley website and Facebook page.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk

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TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

ITEM TYPE: Consent

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Frank Marbury, Public
Works Director/Town
Engineer**

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.

SUMMARY:

The Town has an existing bulk water loading station on West Road 2 North just west of State Route 89 that currently serves approximately 280 customers; water demand is increasing daily. Staff is proposing a second fill station located at Old Home Manor to further serve remote users and water haulers and provide a secondary location to provide bulk water service during outages to the existing station.

The proposed unit will be a single sided loading station, where customers will have the option of choosing one of three exit ports (a 3" overhead loading exit, a 3" side loading cam lock port, and a 2" side loading cam lock port). The customer can select the exit port on the screen interface. The water station will be run by the Aqua Track Cloud/Internet based system. This is the same system that our current system runs on. The customer will use a member # and PIN to access the water.

The proposed location for the new loading station is the far southwest corner of the Old Home Manor Business Park on an un-platted lot near the intersection of Jerome Junction and Gavin Court; it's a Town owned property adjacent to a main waterline with easy truck/trailer access. Staff is proposing to purchase the new loading station within this year's budget and will install the new unit within next year's budget.

This is a sole source purchase as it's the same brand and type as the existing station. Staff wishes to remain consistent with parts and software / billing system.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of \$68,897.05.

FISCAL IMPACT?

Yes - \$65,000 is budgeted in 22-82-5409

Attachments

**ADDENDUM TO ESTIMATE NO. 2313
BETWEEN
AQUA FLOW INT'L, INC.,
AND
THE TOWN OF CHINO VALLEY**

This ADDENDUM TO ESTIMATE NO. 2313 (this "Addendum") dated _____, 2023, supplements the terms and conditions contained in Estimate No. 2313, dated December 20, 2022 (the "Estimate"), which is attached hereto as Exhibit A and incorporated by reference herein, and is entered into between Aqua Flow Int'l, Inc., an Arizona corporation (the "Vendor"), and the Town of Chino Valley, an Arizona municipal corporation (the "Town"). The Estimate and this Addendum are collectively referred to herein as the "Agreement."

RECITALS

A. The Town needs to purchase a second bulk water loading station and can reduce various operations and maintenance costs and provide a seamless user experience by purchasing one of the same brand and type as the bulk water loading station the Town currently owns and operates.

B. The Mayor and Town Council have determined it is in the Town's best interest to enter into an agreement with the Vendor to purchase a bulk water loading station (the "Materials") to be installed by the Vendor (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the Estimate, as modified by this Addendum, and the foregoing introduction and recitals, which are incorporated as though fully set forth herein, the Town and the Vendor hereby agree as follows:

1. Effect of Addendum. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as those contained in the Estimate. Provisions of the Estimate not modified, superseded, or replaced by this Addendum shall remain in effect pursuant to their terms. In the event of any inconsistency, conflict, or ambiguity between this Addendum and the Estimate, this Addendum shall govern.

2. Term of Agreement. The Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2023, unless terminated as otherwise provided herein.

3. Scope of Work; Materials. The Vendor shall provide the Materials and Services as set forth in the Estimate attached hereto as Exhibit A (the "Scope of Work").

4. Completion of Installation. The Vendor shall commence the Services within 90 days of the date first set forth above and complete the Services within 30 days after commencing the Services unless the Agreement is terminated earlier as otherwise provided herein.

5. Compensation. The Town shall pay the Vendor an amount not to exceed \$68,897.05 for the Materials and Services at the rates set forth in the Estimate.

6. Warranty. The Vendor or its assignee shall give the Town a one-year warranty against deficiencies in the Materials and Services (or such longer period as may be provided under warranties for Materials), which warranty shall begin on the date that the Town deems the Services completed. If at any time within one year after completion of the Services, any part of the Materials or Services furnished shall be or become defective due to defects in the Services, Materials, or both, then the Vendor shall, upon written notice from the Town, immediately replace or repair such defective or non-conforming Materials or Services at no cost to the Town. The Vendor further agrees to execute any special guarantees as required by law. The Vendor shall require similar guarantees from all of its contractors and subcontractors. The Vendor further agrees, upon written demand of the Town and during the course of the Services, to immediately re-execute, repair, or replace any faulty Materials or workmanship, or both. In the event the Vendor fails or refuses to make such change upon the Town's written demand, the Town shall have the right to have the Services and/or Materials re-executed, repaired, or replaced, and to withhold from or back charge to the Vendor all costs incurred thereby.

7. Safety Plan. The Vendor is responsible for all safety precautions and programs and shall perform the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. The Vendor shall provide all protection and necessary supervision to implement said Safety Plan. The Vendor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the project, (B) the Services and Materials, and (C) other property at the worksite or adjacent thereto. The Vendor shall designate a responsible person for the Agreement whose duty shall be prevention of accidents.

8. Site Clean Up. The Vendor shall at all times keep the jobsite on which the Services are being performed clean and free from accumulation of any waste materials, trash, and debris, and at all times shall remove the Vendor's implements, machinery, tools, apparatus, and equipment from the job site when not needed on the job site. Should the Town Representative find it necessary, in his or her opinion, to employ help to clean up, remove, or store any of the foregoing due to the failure of the Vendor to do so, the expense thereof shall be charged to the Vendor. Verbal notice from the Town Representative on cleanup or removal is considered adequate notice hereunder, and failure to conform with his or her request within 24 hours thereof will be construed as a breach of the Agreement by the Vendor, and such charges will be made against the Vendor's account as are necessary to accomplish the cleanup or removal. The cost of cleanup, removal, or storage by the Town, if not deducted by the Town from monies due the Vendor, shall be paid by the Vendor within five business days of written demand by the Town.

9. Standard Terms and Conditions. The Town of Chino Valley Standard Terms and Conditions, effective as of August 2, 2019 (the "Standard Terms and Conditions"), as set forth on the Town of Chino Valley website (<https://www.chinoaz.net/173/Bid-Invitations>), are incorporated into this Addendum as if set forth fully herein and are an enforceable part of the Agreement. The Vendor warrants and certifies that it has read and agrees to comply with the Standard Terms and Conditions.

10. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Addendum, including any amendments, the Standard Terms and Conditions, the Estimate, and any invoices, the documents shall govern in that order. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Addendum or the Standard Terms and Conditions (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions outlined in this Addendum or the Standard Terms and Conditions shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of the Agreement.

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

12. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of the Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO
ADDENDUM TO ESTIMATE NO. 2313
BETWEEN
AQUA FLOW INT'L, INC.,
AND
THE TOWN OF CHINO VALLEY**

[Estimate 2313]

See following pages.

AquaFlow Int'l, Inc.
 5375 N Dodge Ave.
 Flagstaff, AZ 86004
 928-380-6164

Estimate

DATE	ESTIMATE #
12/20/2022	2313

BILL TO
Town of Chino Valley 1982 Voss Dr. , #201 Utilities Department Chino Valley, AZ 86323 United States

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
Note	This Quote is for a single sided water loading station, where the customer shall have the option of choosing one of 3 exit ports. The System shall have a 3" overhead loading exit, a 3" side loading Cam lock port, and a 2" side loading cam lock port. The customer shall pick the exit port on the screen. The water station shall be run by the AquaTrack Cloud/Internet based system. The customers shall use a Member # and PIN to access the water. Internet service shall be provided to the loading site. (Cell based routers are commonly used, but any 24/7 internet connection works.)	1	0.00		0.00
36x96x72 Enclosure	The enclosure is 36"x96"x72". The enclosure is able to house 2" and a 3" water systems. Walls are made using 2"x2" 16 gage steel frame 16" on center. The frame is then powder coated to prevent rust. The voids are filled with 2" ridged insulation. The outer shell is covered in alum panels that are polar white. (Other colors are available for an additional charge) the inside is covered in white FRP panels. The Enclosure has one door approximately 44" wide and 68" tall on one side.	1	19,990.00	T	19,990.00
3" Water Components	3" water components for the AquaFlow or AquaTrack water systems. Includes a backflow device (Wilkins 375a RP or alike), flow sensor, two 3" Electronic valves, one drain valve, and one 2" Electronic valve. Includes piping inside the enclosure.	1	12,990.00	T	12,990.00
AquaTrack Site	AquaTrack site controller and power supplies. This is the customer interface for the AquaTrack system. It interfaces the water valve and flow sensor to the computer system that uses the internet for sales.	1	16,990.00	T	16,990.00
Deployment	Internet Cloud based database and deployment setup. 2nd site	1	2,550.00	T	2,550.00
3" OH Support	The 3" water pipe support post is made of .120 Steel that is 4" square. The support is a "L" shale support. The height of the support post and water line is 14' 6" min height and has an 8' arm. The post is mounted like a light post.	1	6,490.00	T	6,490.00
OH Piping	Piping for the 3" overhead support post. Includes roll grove fittings. It also includes 6' of 3" flexible FG hose.	1	2,450.00	T	2,450.00
All Quotes are Valid for 180 days.		Subtotal			64,450.00
		6.90% Tax			4,447.05
		Total			68,897.05

AquaFlow Int'l, Inc.
 5375 N Dodge Ave.
 Flagstaff, AZ 86004
 928-380-6164

Estimate

DATE	ESTIMATE #
12/20/2022	2313

BILL TO
Town of Chino Valley 1982 Voss Dr. , #201 Utilities Department Chino Valley, AZ 86323 United States

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
Installation	Installation over sight of the enclosure to the concrete (provided by customer) slab. Water Hookup and system made ready for use. (customer shall provide an electrician to hook up the sub-panel box in the enclosure.) A Lifting device shall be provided by customer onsite, such as a Backhoe, Forklift, or Excavator to help set the enclosure. Installation is to be onsite in Chino, AZ USA. Includes Delivery to your location. Training and installation to be completed with the delivery. On site estimate: 1 Day	1	2,990.00	T	2,990.00
Term 4	A \$30,000 deposit required to start production of the system(s). The balance of of the project is due Net 10 Days from Delivery. (If the Delivery is delayed more than 30 days from AquaFlow Completion of the project, the balance then becomes due.) There is a 2 percent (\$25.00 minimum) late charge on all past due accounts, and 2 percent (\$25.00 minimum) every 30 days thereafter. AquaFlow Int'l Inc. will be ready to install system within 4 to 8 weeks of receipt of the deposit depending on the number of customers in front of you.	1	0.00		0.00
Warranty	System is warranted against factory defect for one year. Not included in this warrantee are: Acts of God, Acts of War, Acts of Terrorism, Accidents (except by AquaFlow Int'l Inc personal), Power related Issues (such as lightning strikes or power surges), or vandalism.	1	0.00		0.00
Sales Tax	Sales Tax laws are forever changing. "Sales Tax" or "Use Tax" (or alike) is the responsibility of the Customer. Arizona does not require "Sales Tax" on out of state sales. Check with your State agency if these taxes apply to you.	1	0.00		0.00
Transaction Charge	There is a \$ 0.10 (10 cents) transaction charge billed by AquaFlow Int'l Inc. for each transaction processed through our secure server. Charges are billed yearly. Example: 5 sales per day x 365 days would be \$182.50 per year.	1	0.00		0.00
All Quotes are Valid for 180 days.		Subtotal			64,450.00
		6.90% Tax			4,447.05
		Total			68,897.05

AquaFlow Int'l, Inc.
 5375 N Dodge Ave.
 Flagstaff, AZ 86004
 928-380-6164

Estimate

DATE	ESTIMATE #
12/20/2022	2313

BILL TO
Town of Chino Valley 1982 Voss Dr. , #201 Utilities Department Chino Valley, AZ 86323 United States

ITEM	DESCRIPTION	QTY	RATE	TAX	AMOUNT
Force Majeure	Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.	1	0.00		0.00
2nd Year	The Vendor offer an extended Maintenance and Warranty extension on a yearly basis. The optional continuing year maintenance fee currently is \$ 1598.00 per year for the first bay, and \$850.00 per year per bay for more than one bay. The maintenance fee covers the expedited shipping of repair parts. The continuing Maintenance fee is included in the maintenance, and it covers any software upgrades and phone Technical Support for the system. All System upgrades will be shipped to the customer at no further cost including shipping. Customer shall be billed for parts not covered under the Warranty.	1	0.00		0.00
All Quotes are Valid for 180 days.		Subtotal 64,450.00			
		6.90% Tax 4,447.05			
		Total 68,897.05			



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

ITEM TYPE: Resolution

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Cyndi Thomas, Community
Services Director**

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution 2023-1222 amending the Parks and Recreation Advisory Board by laws.

SUMMARY:

The dynamics of Parks and Recreation and their Advisory Board have changed over the years. The current structure of the Advisory Board was crucial and beneficial during economic challenges; the board planned and facilitated events when there was not sufficient staff to do so. As the departments grow and restructure, the need for the Advisory board has also changed. Currently the board is set up with nine (9) members with an array of duties. The vision for the Board is to be more of a strategic planning committee/board with no more than five (5) members to help identify the short-term, mid-term and long-range recreational needs of Chino Valley. To ensure equality among interested individuals that may want to apply for board membership, current members of the board will need to submit a new application.

PREVIOUS ACTION:

Proposed by-laws were presented to and discussed with the Town Council during January 10, 2023 study session. One change was suggested and has been made regarding the number of members residing outside town limits. (Section 3) D).

STAFF RECOMMENDATION:

To approve Resolution 2023-1222, Parks and Recreation Advisory Board by-laws.

FISCAL IMPACT?

No

Attachments

- 1) Resolution 2023-1222**

RESOLUTION NO. 2023-1222

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TOWN OF CHINO VALLEY PARKS AND RECREATION ADVISORY BOARD BYLAWS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley, Arizona (the "Town Council"), established the Town of Chino Valley Parks and Recreation Advisory Board (the "Board") and outlined the Board's duties, responsibilities, and procedures on January 24, 2008, pursuant to Resolution No. 08-862, and amended the same pursuant to Resolution Nos. 17-1100 and 18-1129, adopted in 2017 and 2018, respectively (collectively, such duties, responsibilities, and procedures, as amended, are the "Bylaws"); and

WHEREAS, the Town Council desires to amend the Bylaws to change the Board's duties, responsibilities, and procedures; and

WHEREAS, the Town Council finds that it is in the best interests of the Town of Chino Valley and its residents served by the Board to amend the Bylaws.

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

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

SECTION 2. The Bylaws are hereby deleted in their entirety and replaced with the Town of Chino Valley Parks and Recreation Advisory Board Bylaws, dated February 14, 2023, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance

(SIGNATURES ON THE FOLLOWING PAGE)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of February 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1222 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on February 14, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2023-1222

[Town of Chino Valley Parks and Recreation Advisory Board Bylaws, dated February 14, 2023]

See the following pages.

TOWN OF CHINO VALLEY
PARKS AND RECREATION ADVISORY BOARD

BYLAWS

February 14, 2023

Section 1: Mission Statement

The mission of the Parks and Recreation Advisory Board (the “Board”) is to advise and make recommendations through Town staff to the Chino Valley Town Council regarding strategic planning of the Town’s Parks and Recreation services and facilities to foster a healthy lifestyle, provide meaningful leisure activities, and enhance the sense of community for all residents of Chino Valley.

Section 2: Organization and Responsibilities

A. The Board shall advise the Council, through Town staff, regarding strategic planning for the Town’s Parks and Recreation services and facilities by:

1. Obtaining and considering input from the public, Town staff, and the Board regarding the Town’s recreational needs and priorities and recommending short-, mid-, and long-term strategic plans; and

2. Discussing possible funding sources and strategies.

B. The Board’s advice and recommendations shall take into consideration the recreational, public safety, and welfare needs of all members of the Chino Valley community.

Section 3: Membership

A. The Board shall consist of no less than three (3) and no more than five (5) members, appointed by the Council following recommendation of the Council Appointments Subcommittee. Members shall serve staggered three (3) year terms. An appointment to fill a vacant seat where there is an unexpired term shall be for the remainder of the term of the vacant seat to which the member is appointed.

B. A majority of the Board shall constitute a quorum.

C. Members of the Board serve at the pleasure of the Council and may be removed with or without cause.

D. Board members shall reside within Town limits, except for one (1) who may reside outside Town limits in Yavapai County in an area served by the Town’s parks, recreation, and aquatics facilities.

E. Town employees are not eligible to serve as Board members.

F. Board members are subject to and shall comply with Chino Valley Town Code, Title III, Chapter 35 (Code of Ethics), and all applicable Federal, State, and local laws.

A. The Board shall meet no less than two (2) times per year; the date, time, and place of such meetings to be determined by the Staff Liaison(s) and members of the Board.

B. Special meetings may be called by the Chair, or upon written request to the Chair by at least two Board members, with at least 48 hours' notice.

C. The Board shall comply with all relevant provisions of the Arizona Revised Statutes (including Arizona Open Meeting Laws), the Chino Valley Town Code, and these bylaws. For rules of procedure not otherwise set forth in these bylaws, the most recent edition of O. Garfield Jones' *Parliamentary Procedure at a Glance* shall govern. If *Parliamentary Procedure at a Glance* is silent on the issue, *Robert's Rules of Order Newly Revised* shall govern.

D. Except in an emergency, a Board member shall notify the Chair or Staff Liaison of any intended absence from a Board meeting not less than twenty-four (24) hours prior to any scheduled meeting.

Section 5: Officers

A. Officers of the Board shall be a Chair and a Vice-Chair.

B. The Chair and Vice-Chair shall be elected by the Board at their first meeting after July 1 of each year and shall serve a one-year term or until the successor officers are duly elected. If an Officer position becomes vacant during the term, an election shall be conducted at the next Regular or Special Board meeting to fill the position for the remainder of the term.

C. It is the responsibility and duty of the Chair to:

1. Work with staff to set and prepare the agenda for each meeting of the Board according to the Town Clerk's agenda distribution schedule.

2. Preside at all meetings of the Board.

3. Call special meetings of the Board, as needed.

4. Mediate any problems arising among Board members.

D. In the absence or incapacity of the Chair, the Vice-Chair shall assume the duties of the Chair. In the absence or incapacity of both the Chair and Vice-Chair, the Staff Liaison shall call the meeting to order, and the Board shall elect one of their members to serve as Acting Chair.

Section 6: Staff Liaison(s)

A. The Staff Liaison shall work with the Chair and the Town Clerk's Office to ensure that meetings are noticed in compliance with Arizona Open Meeting Laws, that meeting minutes, agendas, and appropriate attachments are sent to all Board members prior to any meeting, and that accurate records of the Board's proceedings are kept as public records of the Town.

Section 7: Meeting Agenda

- A. Agenda requests shall be presented to the Chair or Staff Liaison in accordance with the Town Clerk's agenda distribution schedule.
- B. The Chair and Staff Liaison shall determine the items to be placed on the agenda.
- C. Meeting agendas shall be posted as required by state law.
- D. The format of the agenda for Board meetings shall be as follows:
 - 1. CALL TO ORDER
 - 2. ROLL CALL
 - 3. APPROVAL OF MINUTES
 - 4. REPORTS FROM COMMUNITY SERVICES STAFF; BOARD CHAIR AND MEMBERS
 - 5. CALL TO THE PUBLIC
 - 6. UNFINISHED BUSINESS
 - 7. NEW BUSINESS
 - 9. ADJOURNMENT

Section 8: Resignations

- A. A Board member who wishes to resign shall submit the resignation in writing to the Chair, stating the effective date of the resignation.
- B. The Chair shall promptly forward the resignation to the Town Clerk, who will work with the Council Appointments Subcommittee to make a recommendation for Council action to appoint a new Board member.

TOWN OF CHINO VALLEY
PARKS AND RECREATION ADVISORY BOARD

BYLAWS

~~XXXXXX~~February 14, 2023

Section 1: Mission Statement

The mission of the Parks and Recreation Advisory Board (~~“the “~~Board”) is to advise and make recommendations through Town staff to the Chino Valley Town Council regarding strategic planning of the Town’s ~~p~~Parks and ~~r~~Recreation services and facilities to foster a healthy lifestyle, provide meaningful leisure activities, and enhance the sense of community for all residents of Chino Valley.

Section 2: Organization and Responsibilities

A. The Board shall advise the ~~Town~~ Council, through Town staff, regarding strategic planning for the Town’s ~~p~~Parks and ~~r~~Recreation services and facilities by ~~doing as~~:

1. Obtaining and considering input ~~on recreational needs and priorities~~ from the public, Town ~~S~~staff, and the Board; ~~and prioritizing a~~ regarding the Town’s recreational needs and priorities and recommending short-term, mid-term, and long-term ~~plan- strategic plans;~~ and

2. Discussing possible funding sources and strategies.

B. The Board’s advice and recommendations shall take into consideration the recreational, public safety, and welfare needs of all members of the Chino Valley community; ~~public safety and welfare.~~

Section 3: Membership

A. The Board shall consist of no less than three (3) and no more than five (5) members, appointed by the ~~Town~~ Council following recommendation of the Council Appointments Subcommittee. ~~Each member~~Members shall serve ~~for a term of staggered~~ three (3) ~~years each, with staggered~~year terms. An appointment to fill a vacant seat where there is an unexpired term shall be for the remainder of the term of the vacant seat to which the member is appointed.

B. A majority of the Board, ~~three (3) members,~~ shall constitute a quorum.

~~B.C.~~ Members of the Board serve at the pleasure of the Council and may be removed with or without cause.

~~C.D.~~ ~~Persons eligible to serve as~~ Board members shall reside in Yavapai County in an area served by the Town’s parks, recreation, and aquatics facilities.

~~DE~~. Town employees are not eligible to serve as Board members.

~~EF~~. Board members are subject to and shall ~~be bound by the~~ comply with Chino Valley Town Code, Title III, Chapter 35 (Code of Ethics), and ~~by all other provisions of applicable~~ Federal, State, and local laws.

Section 4: Meetings of the Board

A. The Board shall meet no less than two (2) times per year; the ~~day~~te, ~~time~~e, and place of such meetings to be determined by the Staff Liaison(s) and members of the Board.

B. ~~The Chair may call special~~Special meetings ~~at least forty-eight (48) hours in advance of such meeting, or the meeting~~ may be called ~~at~~by the Chair, or upon written request ~~of~~to the Chair by at least two ~~(2) Board~~ members ~~of the Board, with at least 48 hours' notice.~~

C. The Board shall comply with all relevant provisions of the Arizona Revised Statutes (~~i~~including Arizona Open Meeting Laws), the Chino Valley Town Code, and these bylaws. For rules of procedure not otherwise set forth in these bylaws, the most recent edition of O. Garfield Jones' Parliamentary Procedure at a Glance shall govern. If Parliamentary Procedure at a Glance is silent on the issue, Robert's Rules of Order, Newly Revised shall govern ~~the proceedings of the Board.~~

D. Except in an emergency, a Board member shall notify the Chair or Staff Liaison of any intended absence from a Board meeting not less than twenty-four (24) hours prior to any scheduled meeting.

Section 5: Officers

A. Officers of the Board shall be a Chair and a Vice-Chair.

B. The Chair and Vice-Chair shall be elected by the Board at their first meeting after July 1 of each year and shall serve a one-year term or until the successor officers are duly elected. If an Officer position becomes vacant during the term, an election shall be conducted at the next Regular or Special Board meeting to fill the position for the remainder of the term.

C. It is the responsibility and duty of the Chair to:

1. Work with ~~S~~staff to set and prepare the agenda for each meeting of the Board according to the Town Clerk's agenda distribution schedule.

2. Preside at all meetings of the Board.

3. Call special meetings of the Board, as needed.

4. Mediate any problems arising among Board members.

D. In the absence or incapacity of the Chair, the Vice-Chair shall assume the duties of the Chair. In the absence or incapacity of both the Chair and Vice-Chair, the Staff Liaison shall call the meeting to order, and the Board shall elect one of their members to serve as Acting Chair.

Section 6: Staff Liaison(s)

A. The Staff Liaison shall work with the Chair and the Town Clerk's Office to ensure that meetings are noticed in compliance with Arizona Open Meeting Laws, that meeting minutes, agendas, and appropriate attachments are sent to all Board ~~M~~members prior to any meeting, and ~~ensure~~that accurate records of the Board's proceedings are kept as public records of the Town.

Section 7: Meeting Agenda

A. Agenda requests shall be presented to the Chair or Staff Liaison in accordance with the Town Clerk's agenda distribution schedule.

B. The Chair and Staff Liaison shall determine the items to be placed on the agenda.

C. Meeting agendas shall be posted as required by state law.

D. The format of the agenda for Board meetings shall be as follows:

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. REPORTS FROM COMMUNITY SERVICES STAFF; BOARD CHAIR AND MEMBERS
5. CALL TO THE PUBLIC
6. UNFINISHED BUSINESS
7. NEW BUSINESS
9. ADJOURNMENT

Section 8: Resignations

A. A Board member who wishes to resign shall submit the resignation in writing to the Chair, stating the effective date of the resignation.

B. The Chair shall ~~immediately~~promptly forward the resignation to the Town Clerk, who will work with the Council Appointments Subcommittee to make a recommendation for Council action to appoint a new ~~B~~Board member.

Document comparison by Workshare 10.0 on Tuesday, February 7, 2023
5:10:26 PM

Input:	
Document 1 ID	iManage://GRWORK01/Phoenix/4702947/1
Description	#4702947v1<Phoenix> - PRAB bylaws 2023
Document 2 ID	iManage://GRWORK01/Phoenix/4702947/3
Description	#4702947v3<Phoenix> - BYLAWS - PRAB 2023 (003)(GR 2.7.23)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	49
Deletions	43
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	94



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

c

ITEM TYPE: Consent

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Terri Denemy, Assistant to
the Town Manager**

AGENDA ITEM TITLE:

Consideration and possible action to approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association (CVEA) for property located at Old Home Manor.

SUMMARY:

The current lease language requires that on or before December 15th of each year during which this Lease is in effect, Tenant shall make a report to Town Council that will include a financial report of the Tenant's 501(c)3. The CVEA fiscally operates on a calendar year. The new lease language moves the reporting date from December 15th to March 31st of each year. This will allow CVEA to close out its fiscal year in order to properly prepare annual financial reports for presentation to Council.

PREVIOUS ACTION:

The Town of Chino Valley and the Chino Valley Equestrian Association (CVEA) originally entered into a lease on October 24, 2016, for use of property located at Old Home Manor for an initial term of five years. That lease was amended in January 2017, to allow the Association to move Town-owned equipment from the Cameron Ranch property in Paulden, AZ to the leased property and authorizing the use of the fixtures and equipment by the Equestrian Association on the leased premises. On June 28, 2022, Town Council approved a new Equestrian Facility Lease with CVEA with an initial term of July 1, 2022 - December 31, 2026, and up to four consecutive five-year renewal options in the amount of \$10.00 per year.

STAFF RECOMMENDATION:

Approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association for property located at Old Home Manor.

Attachments

- 1) Chino Valley Equestrian First Amendment Lease**

**FIRST AMENDMENT
TO
THE EQUESTRIAN FACILITY LEASE
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CHINO VALLEY EQUESTRIAN ASSOCIATION**

THIS FIRST AMENDMENT TO THE EQUESTRIAN FACILITY LEASE (this “First Amendment”) is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Landlord”), and Chino Valley Equestrian Association, an Arizona non-profit corporation (the “Tenant”).

RECITALS

A. The Landlord and Tenant entered into the Equestrian Facility Lease, dated July 1, 2022, for Tenant to lease from the Landlord approximately 78 acres of real property for equestrian and other related purposes (the “Lease”).

B. The Landlord and Tenant desire to enter into this First Amendment to revise certain terms and conditions of the Agreement.

AGREEMENT

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

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

2. **Modification of Required Annual Reports.** Section 3.1 of the Lease is hereby modified as follows, with subsections 3.1.1 – 3.1.5 remain unchanged:

3.1 On or before March 31 of each year during which this Lease is in effect, Tenant shall make a report to Town Council, which shall, at a minimum, include the following information:

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

4. **Non-Default.** By executing this First Amendment, the Tenant affirmatively asserts that (i) the Landlord is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Lease, and (ii) any and all claims,

known and unknown, relating to the Lease and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Lease may be canceled by the Landlord pursuant to ARIZ. REV. STAT. § 38-511.

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

“Landlord”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Tenant”

_____,
a(n) _____

By: _____

Name: _____

Title: _____



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

d

ITEM TYPE: Consent

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Terri Denemy, Assistant to
the Town Manager**

AGENDA ITEM TITLE:

Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of \$39,600.00 plus administrative fees.

SUMMARY:

Jim McKaskle approached the Town to sell 165 Acre Feet of extinguishment credits. These credits can be added to the Town portfolio of water supply to potentially be made available for development within the Town limits and the Prescott Active Management Area. By Ordinance, if the Town sells the credits, the current selling price would be \$41,250.

STAFF RECOMMENDATION:

Approve the purchase agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of \$39,600.00 plus administrative fees.

FISCAL IMPACT?

Yes – This expenditure was not included in the FY 22/23 budget. Therefore the amount needs to come out of the General Fund Contingency Account 01-95-5600.

Attachments

Extinguishment Credit Purchase Agreement
ADWR Water Right Document
ADWR Conveyance

GROUNDWATER EXTINGUISHMENT CREDITS PURCHASE AGREEMENT

This Agreement is effective _____, 2023, by and between **JIM MCKASKLE** (“**Seller**”) and **TOWN OF CHINO VALLEY**, an Arizona municipal corporation (“**Buyer**”).

RECITALS

A. Seller owns 165 acre-feet of merchantable and valid extinguished water supply credits (the “**Credits**”) in the Prescott Active Management Area per Irrigation Grandfathered Right No. 58-114286.0001.

B. Buyer desires to purchase the Credits under the terms and conditions contained herein.

AGREEMENT

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

1. Effective Date. This Agreement shall be effective as of the date it is (i) approved by the Town Council authorizing the execution of this Agreement by a representative of the Town and (ii) fully executed by authorized representatives of the Seller and Buyer.

2. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, Seller’s right, title, and interest in and to the Credits subject to the terms of this Agreement to the extent the Arizona Department of Water Resources (“**ADWR**”) approves the Credits’ transfer.

3. Purchase Price and Terms. Buyer shall pay Seller \$39,600 (\$240/acre-foot x 165 acre-feet) for the Credits. In addition, Buyer agrees to pay the cost of executing a Conveyance of Extinguishment Credits (the “**Conveyance**”) to transfer the Credits to Buyer.

4. Warranties of Seller. Seller hereby represents, covenants, and warrants to Buyer that the following are true now and will be at closing:

(a) Authority. Seller has the right and authority to enter into this Agreement and consummate the transactions intended in this Agreement.

(b) Title to the Credits. Seller has, or at closing will have, good and merchantable, fee simple title to the Credits. The Credits will be free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The Credits are in good standing with the ADWR, have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.

(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect this transaction's consummation or constitute any cloud upon the Credits' title. Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings, or investigations that might result in any cloud upon the Credits' title or any other material change in the Credits' value.

(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, during, and after closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

6. Conditions Precedent. All Buyer's obligations to close this transaction are subject to the fulfillment of each of the following conditions before or at closing:

(a) Seller's Compliance. Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it is necessary to execute and file the Conveyance with the ADWR.

(b) Proof of Title. Seller shall take action necessary to provide documentation reasonably requested by Buyer to prove or support the Credits' free and clear title and validity. The sale is subject to Seller being able to provide a letter from the ADWR evidencing the approval and processing of the Conveyance with free and clear title for the Credits. Buyer shall pay Seller for the Credits only upon issuance of the Conveyance by ADWR.

7. Fulfillment of Conditions Precedent. Upon fulfillment of the conditions precedent, the total purchase price of \$39,600 shall be paid to Seller at closing.

8. Miscellaneous Provisions.

(a) Additional Documentation. Any other documentation required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) Indemnification. Seller and Buyer shall each, to the extent permitted by law, indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, or liabilities arising out of this transaction.

(c) Notices. All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to Seller: Jim McKaskle
P.O. Box 592
Chino Valley, Arizona 86323

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

Copied to: Gust Rosenfeld, PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.

(e) Captions. The captions of any articles, paragraphs, or sections hereof are made for convenience only and do not control or affect the meaning or construction of any other provisions hereof.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants and any attorney's and consultant's fees incurred by them in the enforcement of any of the terms and provisions of this Agreement or in connection with the Credit described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

9. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement or in connection with this transaction will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

10. Assignment. Buyer may assign this Agreement at Buyer's sole discretion without Seller's consent.

[SIGNATURES ON THE FOLLOWING PAGE.]

SELLER:

JIM MCKASKLE

Jim McKaskle

BUYER:

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

Arizona Department of Water Resources

Groundwater Right/Facility Report

RIGHT #: 58-114286.0001

STATUS DATE: 10/20/2005

AMA: PRESCOTT AMA

RIGHT/PERMIT/FACILITY TYPE: IRRIGATION USE

LAND OWNERSHIP : PRIVATE OR COMPANY

FILE STATUS: INACTIVE - EXTINGUISHED/ NOT PLEDGED

0 ALLOTMENT: 0.00

BMP Enrollee:

RETIRED ACRES: 0.00

WATER DUTY ACRES: 0.00

IRRIGATION ACRES 0.00

WATER DUTY 0

IRRIGATION DISTRICT NAME:

MAWA: 0

NAME & ADDRESS

MCKASKLE JIM L

TYPE: OWNER

PO BOX 592

CHINO VALLEY AZ 86323

PLACE OF USE

SE SE NE 10 T16.0N R2.0W

BOOK/MAP/PARCEL

Book: 306 **Map:** 14 **Parcel:** 001C **Part:**

WELL SERVING

*** NO DATA FOUND ***

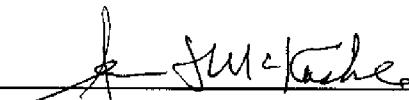
RIGHT TO FACILITY RELATIONSHIPS

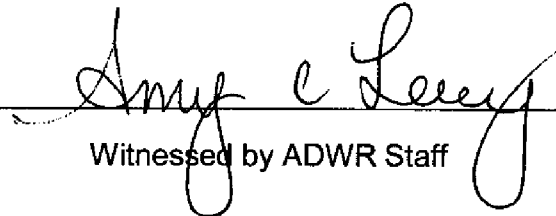
*** NO DATA FOUND ***

**CERTIFICATE OF IRRIGATION GRANDFATHERED
RIGHT EXTINGUISHMENT RECEIPT
AFFIDAVIT**

The **original certificate** for the Extinguishment of Irrigation Grandfathered Right
Numbered **58-114286.0001** was picked up at the Prescott Active Management
Area office:

By Jim L. McKaskle On 10/31/05
Print Name Date


Signature of Owner/Representative


Witnessed by ADWR Staff

EXTINGUISHMENT DATA FORM

Notary Date: 10-17-05
 Certificate Date: _____
 Received Date: 10-17-05

Right No.: 58-114286.0001

Old Conveyance No.: 0000

Owner: Jim L McKaskle

Address: P.O. Box 592 Phone # 928-636-2604
Chino Valley, AZ 86323

- ☒ Irrigation Number of extinguished acres: 4.4
☐ Type 1 Number of extinguished acres: _____
☐ Type 2 Allotment Amount: _____

Legal Description: APN 306-14-001C as of 9/1/1978 located in the SE, SE, NE of section 10, township 16 north and range 2 west of the GSRB+M

Number of Credits: 165 acre-feet

Calculation: 25 x 1.5 x 4.4

- ☒ Not Pledged
☐ Pledged: _____
☐ Pledged: Private Entity, Name: _____
 Address: _____

Date Initials

- ☒ Input to Roger 10-20-05 JM
☒ Input to Local Access 10-20-05 JM
☒ Input to Web Access 10-20-05 JM
☒ GIS Updated 10-20-05 JM
☒ Certificate Delivery Method: Picked up JM
☒ Certificate Received, Date: 10-31-05 JM

EXTINGUISHMENT OF GRANDFATHERED GROUNDWATER RIGHT

COUNTY OF YAVAPAI

*Pursuant to the provision of
A.R.S. § 45-576 AND R12-15-705*

**JIM L. MCKASKLE
P.O. BOX 592
CHINO VALLEY, AZ 86323**

has permanently extinguished

IRRIGATION GRANDFATHERED RIGHT NO.

58-114286.0001
in the

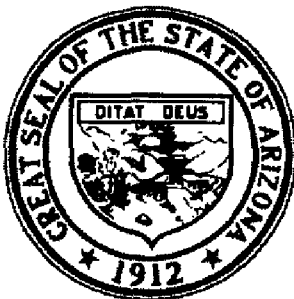
PRESCOTT ACTIVE MANAGEMENT AREA

The extinguishment was associated with 4.4 irrigation acres of land described as follows:

**ASSESSOR PARCEL NUMBER 306-14-001C AS OF 9/1/1978 LOCATED IN THE SE, SE,
NE OF SECTION 10 IN TOWNSHIP 16 NORTH AND RANGE 2 WEST OF THE GSRB&M.**

The value of the extinguishment credit totals 165 acre feet as of the date specified below.

*These credits have not been pledged to a
Designation or Certificate of Assured Water Supply*



GRANDFATHERED GROUNDWATER RIGHT

NO. 58-114286.0001

HAS BEEN

PERMANENTLY EXTINGUISHED

ON THIS 20TH DAY OF OCTOBER, 2005


Prescott Active Management Area Director

**THESE CREDITS MAY NOT BE CONVEYED IF THEY HAVE BEEN PLEDGED
TO A DESIGNATION OR CERTIFICATE OF ASSURED WATER SUPPLY.**

ARIZONA DEPARTMENT OF WATER RESOURCES
PRESCOTT ACTIVE MANAGEMENT AREA
2200 East Hillsdale Road, Prescott, Arizona 86301-4941
Telephone (928) 778-7202
Fax (928) 776-4507



JANET NAPOLITANO
Governor

HERB GUENTHER
Director

October 20, 2005

Jim L. McKaskle
P.O. Box 592
Chino Valley, AZ 86323

RE: Extinguishment of Grandfathered Groundwater Right **58-114286.0001**

Dear Rightholder:

Pursuant to R12-15-705, the Department of Water Resources has approved and processed the request to extinguish the referenced grandfathered groundwater right for the purpose of obtaining assured water supply credits.

Enclosed please find the document that evidences the extinguishment. This document verifies that the grandfathered groundwater right has been extinguished for **165** acre-feet of assured water supply credits. The acreage or allotment that has been extinguished for assured water supply credits is also identified on the referenced document. Please note that the owner of assured water supply credits must notify the Department if credits are to be transferred. Credit transfers are not permitted if they have been pledged to a holder of a Designation or Certificate of Assured Water Supply.

Please contact me if you have any questions or require additional information.

Sincerely,

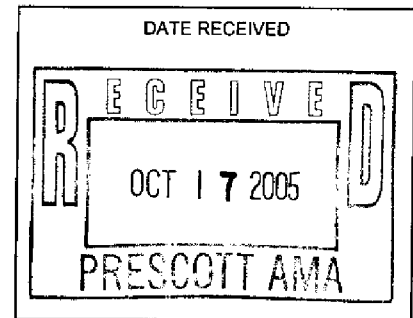
Jack McCormack
Water Resource Specialist
Prescott Active Management Area



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
500 N. 3rd Street Phoenix, Arizona 85004
(800) 352-8488
Web: www.water.az.gov

**Application for Extinguishment of a
Grandfathered Groundwater Right for
Assured Water Supply Credits**
A.A.C. R12-15-705

- ❖ The rightholder's (current landowner) signature on this form must be notarized.
- ❖ Enclose the original Certificate of Grandfathered Right. If the original certificate has been lost, a notarized statement to this effect must be submitted.
- ❖ For a partial extinguishment, i.e., the number of acres being extinguished is less than the full acreage associated with the Right, include a map outlining the borders of the acres to be extinguished. The map may be to any scale, but must include a minimum of four section corners in a Township.
- ❖ For a partial extinguishment, include a payment of \$35 for issuance of a new certificate for the remaining acreage.
- ❖ Assured water supply credits will be calculated based on the date the complete application is received by the Active Management Area office.
- ❖ Upon completion of the processing of this request for extinguishment, the grandfathered rights will be **permanently extinguished** in exchange for assured water supply credits.



EXTINGUISHMENT DOCUMENT NUMBER 58 - 114286 . 0000		ACTIVE MANAGEMENT AREA (CHECK ONE) ☐ Phoenix ☐ Pinal ☒ Prescott ☐ Tucson	
Rightholder (Current Landowner) FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Jim L. McKaskle		Credits Are Being Pledged To CHECK ONE ☐ Designated Water Provider 26- ☐ Certificate of Assured Water Supply 27- ☐ Private Entity NAME	
MAILING ADDRESS P.O. Box 592		☒ Credits Are Not Pledged At This Time	
CITY / STATE / ZIP CODE Chino Valley AZ 86323			
CONTACT PERSON NAME AND TITLE		DATE WATER WAS LAST USED UNDER THIS RIGHT	
TELEPHONE NUMBER (928) 636-2604	FAX (928) 636-1864		

Irrigation Grandfathered Rights	Type 1 Non-Irrigation Grandfathered Rights	Type 2 Non-Irrigation Grandfathered Rights
NUMBER OF ACRES ON CERTIFICATE 4.4	NUMBER OF ACRES ON CERTIFICATE	AMOUNT OF RIGHT ALLOTMENT
NUMBER OF ACRES TO BE PERMANENTLY EXTINGUISHED 4.4	NUMBER OF ACRES TO BE PERMANENTLY EXTINGUISHED	
BALANCE OF FLEXIBILITY ACCOUNT N/A		
Note: If an Irrigation Grandfathered Right to be extinguished has a debit balance in its flexibility account, the amount of the debit shall be subtracted from the amount of assured water supply credit.		For Irrigation and Type 1 Grandfathered Rights, a recorded deed evidencing ownership of the land must be enclosed. For a Type 2 Non-Irrigation Right, documentation evidencing ownership must be enclosed.

Sign in the presence of a Notary Public
I hereby request that the Arizona Department of Water Resources PERMANENTLY EXTINGUISH the above-referenced grandfathered right in exchange for assured water supply credits.

SIGNATURE OF RIGHTHOLDER <i>Jim L. McKaskle</i>	DATE 17-Oct 2005
--	---------------------

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF Yavapai } §
Subscribed and sworn to before me by Jim L. McKaskle
this 17 day of October, 2005 (Landowner)



Notary Public State of Arizona
Yavapai County
Melissa Pierce-Prizina
Expires June 28, 2008

Melissa Pierce-Prizina
NOTARY PUBLIC SIGNATURE
6-1-28-2008
DATE COMMISSION EXPIRES

If you have questions, please contact the appropriate Active Management Area office:
Phoenix (602) 417-2465 • Pinal (520) 836-4857 • Prescott (928) 778-7202 • Tucson (520) 770-3800

ARIZONA DEPARTMENT OF WATER RESOURCES
NOTIFICATION OF IRRIGATION USE

I, Jim McKaskle, certify that the land associated with parcel 306-14-001C under grandfathered right number 58-114286 0000 meet the guidelines associated with R12-15-705. L. 4 and R12-15-705. M. 7. a. i. of the Arizona Administrative Code, Title 12 for the extinguishment of an irrigation grandfathered right:

R12-15-705. L. 4. If the grandfathered groundwater right is located in the Prescott Active Management Area, all of the following conditions are met:

- a. The land to which the right is appurtenant has not been and will not be subdivided pursuant to a preliminary plat or a final plat that was approved by a city, town, or county before August 21, 1998.
- b. The land to which the right is appurtenant is not and will not be the location of a subdivision for which a complete and correct application for a certificate of assured water supply was submitted to the Director before August 21, 1998.
- c. The land to which the right is appurtenant has not been physically developed for industrial, commercial, or other non-irrigation use.

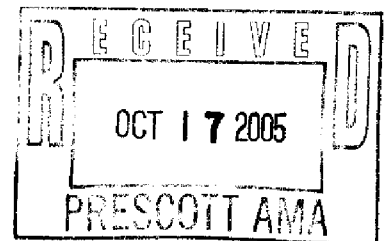
R12-15-705. M. 7. For the extinguishment of an irrigation grandfathered right or a type 1 non-irrigation grandfathered right in the Prescott Active Management Area:

- a. Through December 31, 2010:
 - i. If the irrigation acres associated with the extinguished right were irrigated for at least four of the six calendar years preceding January 1, 2000, the amount calculated by multiplying 1.5 acre-feet per acre by the number of irrigation acres associated with the extinguished right and multiplying that product by 25.
- b. After December 31, 2010, the amount calculated by multiplying 1.5 acre-feet per acre by the number of irrigation acres associated with the extinguished right and multiplying the product by the difference calculated by subtracting the calendar year in which the statement of intent to extinguish is filed from 2025.

Rightholder's name and address: (print or type)

Name: Jim L. McKaskle
Address: P.O. Box 592
Chino Valley, AZ 86323

Phone: (928) 636-2604



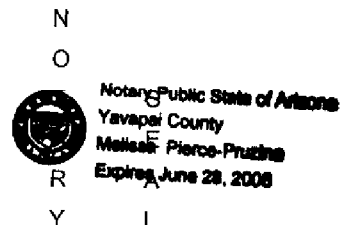
Jim L. McKaskle
Rightholder's Signature

10-17-05

Date

This form was acknowledged before me this 17 day of

October, 2005
Melissa Pierce-Pruzina
Notary Public
Commission expires 6-28-2008





Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 1 4 2 8 6 . 0 0 0 1		ACTIVE MANAGEMENT AREA (CHECK ONE) ☐ Phoenix ☐ Pinal ☒ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 165 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 165 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26/86-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
		☒ CREDITS ARE NOT BEING PLEDGED AT THIS TIME	

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Jim McKaskle		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Town of Chino Valley	
MAILING ADDRESS PO Box 592		MAILING ADDRESS 202 North State Route 89	
CITY / STATE / ZIP CODE Chino Valley, AZ 86323		CITY / STATE / ZIP CODE Chino Valley, Arizona 86323	
CONTACT PERSON NAME AND TITLE Jim McKaskle		CONTACT PERSON NAME AND TITLE Mark Holmes, Town Water Advisor	
TELEPHONE NUMBER 928-636-2604	EMAIL ADDRESS mckaskle.az@gmail.com	TELEPHONE NUMBER 928-277-5253	EMAIL ADDRESS mark.holmes.llc@gmail.com
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF)

Subscribed and sworn to before me by _____, (SELLER)
this _____ day of _____, 20_____.

(SEAL)

NOTARY PUBLIC SIGNATURE

DATE COMMISSION EXPIRES _____

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

e

ITEM TYPE: Consent

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Marrilee Easton, Civilian
Operations Supervisor**

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 2023-926 amending Chapter 90 - Animal Control.

SUMMARY:

The Animal Control division of the Police Department is responsible for enforcing the Town's animal ordinances. Staff is requesting changes to allow them the ability to do so in an effective manner. These changes include updates to the following sections:

- 90.02 Definitions
- 90.05- Dogs at Large
- 90.06- Impoundment of Dogs
- 90.12- Excessive Dog Noise

All of the requested changes were reviewed with Council at study session. In addition to the original recommendations, Council discussed the use of the word continuous as it referred to excessive dog barking. After review with the Town Attorney, the following change has been incorporated. The word continuous has been replaced with:

- a. For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 9:00 p.m. – 8:00 a.m.; or
- b. For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.

PREVIOUS ACTION:

At the request of the Council, this item was discussed at study session on 1/24/22. A meeting was also held with a local dog trainer to obtain input as requested.

STAFF RECOMMENDATION:

Approve Ordinance No. 2023-926 amending Chapter 90 - Animal Control.

FISCAL IMPACT?

No

Attachments

- 1) **Ordinance 2023-926**
 - 2) **Detailed Comparison – Current vs. Proposed**
 - 3) **February 2023 Amendments to Chino Valley Town Code Chapter 90**
-

ORDINANCE NO. 2023-926

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED “FEBRUARY 2023 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS” AS A PUBLIC RECORD; ADOPTING THE “FEBRUARY 2023 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS” BY REFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to update Chino Valley Town Code (the “Town Code”) Chapter 90 (Animals) for the benefit of the Town.

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

Section 1. The above recital is hereby incorporated as if fully set forth herein.

Section 2. That certain document entitled “February 2023 Amendments to Chino Valley Town Code Chapter 90: Animals” (the “ACO Amendments”), of which one paper copy and one electronic copy are maintained, in compliance with ARIZ. REV. STAT. § 44-7041, on file in the office of the Town Clerk as required by ARIZ. REV. STAT. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the Town Clerk.

Section 3. The Town Code is hereby amended by amending Chapter 90 (Animals) as set forth in the ACO Amendments, which document is hereby adopted by reference and incorporated herein as if fully set forth in this ordinance.

Section 4. Violations of this ordinance are subject to the following penalties:

§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG

- (B) The dog’s owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.05(A)(1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property caused by a dog in violation thereof.

§ 90.99 VIOLATION; PENALTY.

- (A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.
- (B) Any person convicted of violating any provision of §§ 90.03, 90.04, 90.08, 90.10, 90.13, or 90.15 shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed \$500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.

- (C) Any person convicted of violating any provision of §§ 90.05 or 90.12(B) that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).
- (D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.
- (E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.

Section 5. All ordinances and parts of ordinances in conflict with the provisions of this ordinance or with any part of the ACO Amendments adopted herein by reference are hereby repealed.

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

Section 7. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of February, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the foregoing Ordinance No. 2023-926 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on February 14, 2023, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

§ 90.02 DEFINITIONS.

[This list comprises only the amended definitions; it is not a complete list]

AGGRESSIVE DOG. ~~Any~~A dog that ~~has bitten, attacked or molested a person, domestic animal, fowl, poultry, pet, and/or livestock and has been deemed designated as such by a hearing officer or court of jurisdiction pursuant to~~causes injury or reasonable fear of attack or bodily injury by violating § 90.05(A)(2).

~~DOG~~

AT LARGE. ~~A~~When a dog ~~that is not~~is not ~~on~~confined within the ~~premises~~limits of ~~the~~its owner's or responsible person's property and ~~is not under the control of the owner or responsible person. Any dog in a suitable enclosure or~~ physically restrained by ~~the owner or responsible person shall not be considered to be at large~~a leash, rope, cord, chain, or other device not more than six (6) feet in length.

~~**Restraint.** Confinement of a dog within the real property limits of its owner, or secured by a leash or lead, or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.~~

EXCESSIVE DOG NOISE. Frequent, habitual, or continuous barking, howling, whining, yelping, or other irritating dog noises that are audible to one or more persons occupying property in the community or neighborhood within reasonable proximity to the property where the dog is located.

NUISANCE. That which causes offense, annoyance, trouble, or injury.

UNDER CONTROL. ~~Physically~~When a dog is confined within the limits of its owner's or responsible person's property, or physically restrained by a leash, rope, cord, chain, or other device ~~and/or under the direct supervision and control of the owner or responsible person~~not more than six (6) feet in length.

§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG.

(A) It ~~is~~shall be unlawful for ~~an owner or responsible person of~~ a dog to ~~allow it to be at large within the town limits. The owner or responsible person of a dog shall provide adequate fencing and/or enclosures to keep the dog contained on his or her property. If a dog is off the owner or responsible person:~~

(1) Be at large. A dog is not at large when:

(a) Engaged in obedience training and accompanied by its owner, responsible person, or trainer.

(b) Being used for legitimate hunting purposes.

(c) Being exhibited in a sanctioned event.

(d) Being utilized as a service dog for a disabled person, or as a seeing-eye dog for a legally blind person, and the handler exercises sufficient control.

(e) Being used to control livestock.

(f) Being used to assist a police officer engaged in law enforcement duties.

(g) In a designated off-leash area in a dog park.

(2) Attack, bite, molest, tackle, terrorize, menace, chase, or harass any person, domestic animal, fowl, poultry, pet, or livestock.

(B) The dog's ~~property, the~~ owner or responsible person shall ~~maintain direct supervision and control of the dog at all times~~in a manner that ensures it does not violate § 90.05(BA) ~~Any dog at large may be apprehended and impounded by an~~ (1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property resulting from a dog at large in ~~caused by a dog in violation thereof.~~

(C) An animal control officer or police officer:

~~(1) Animal~~ may apprehend and impound any dog at large. An animal control officers may issue a citation ~~(s) for a dog at large~~ to the owner or responsible person of ~~that~~ the dog at large.

~~(2)~~ The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the animal control officer shall not make an arrest before issuing the notice.

~~(3)~~ The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. § 13-3899.

~~(C) The owner or responsible person of the dog shall be liable for any injury to a person or damage to any property resulting from a dog at large in violation of this section.~~

(D) A dogperson is not at large:

~~(1) If it is engaged in obedience training, accompanied by and under the control of its owner or trainer.~~

~~(2) While it is being used for legitimate hunting purposes.~~

~~(3) While it is being exhibited in a sanctioned event.~~

~~(4) If while off the premises of the owner or responsible person, it is under the owner's or responsible person's direct supervision and control or by use of a leash or other tether device directly controlled by the owner or responsible person.~~

~~(5) If it is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person, and sufficient control is exercised by the handler.~~

~~(6) If it is being used to control livestock.~~

~~(7) While it is being used to assist a police officer engaged in law enforcement duties.~~

~~(E) A dog owner or responsible person shall control the dog in a manner that prevents the dog from biting, attacking, molesting, or interfering with a person, domestic animal, fowl, poultry, pet and/or livestock or chasing vehicles.~~

~~(F) A person is not~~ in violation of subsection § 90.05 ~~(EB)~~ if when the dog:

~~(1) The dog is~~ is on the ~~owners'~~ owner's or responsible person's property and the ~~biting, attacking, molesting, or interfering occurs~~ incident occurred after provocation from the person, domestic animal, fowl, poultry, pet, or livestock ~~that was bit, the dog~~ attacked, bit, molested ~~or interfered with; or, tackled, terrorized, chased, or harassed.~~

~~(2) The dog is~~ is owned by a governmental agency and is in use for military or police work; ~~or,~~

~~(3) The dog is~~ is a service dog, and the incident occurred while the dog was providing a service to the owner.

~~(4) The dog was~~ Was engaged in the lawful act of hunting, ranching, farming, or other agricultural purpose.

(~~G~~E) After a conviction of a violation of § 90.05(~~E~~B) ~~involving the attacking and/or biting of a person, domestic animal, fowl, poultry, pet and/or livestock~~, the prosecutor may request a hearing to establish ~~probable cause to have~~that the involved dog ~~classified~~should be designated as an aggressive dog as follows:

(1) After a first conviction, the dog may be designated by the court as an aggressive dog.

~~(H) If a dog is involved in two or more violations of § 90.05(~~E~~2) involving an attack and/or biting of a person, domestic animal, pet and/or livestock off the owner's property the dog shall, upon the~~ After a second or subsequent conviction, the dog may be deemed designated by the court ~~to be~~as an aggressive dog, and ~~the dog if so designated,~~ shall be maintained in conformance with § 90.14.

(~~I~~F) An owner ~~whose dog is deemed to be~~of an aggressive dog may petition the court to ~~de-classify~~have the ~~dog as~~ aggressive dog designation removed. The petition shall request a hearing at which the owner may present facts and circumstances to the court supporting the request. While the request is pending and until the ~~hearing officer makes a determination~~court determines that the dog is not an aggressive dog, the dog shall be maintained in conformance with § 90.14.

Penalty, see § 90.99

§ 90.06 IMPOUNDMENT OF DOGS; DESTRUCTION; EMERGENCY ASSISTANCE.

(A) Any ~~stray~~ dog at large shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed or microchipped dog shall be kept and maintained at the Animal Control Shelter for a minimum of ~~ten~~five days, unless claimed by its owner or responsible person. An unlicensed dog shall be kept and maintained at the Animal Control Shelter for a minimum of three days. Any dog found without a tag or microchip device identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the adopting person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog shall be released for use in medical research. Animal control officers may destroy impounded sick, or injured dogs whenever the destruction is deemed by a licensed veterinarian to be necessary to prevent the dog from suffering, or to prevent the spread of disease.

(D) Any licensed impounded dog may be reclaimed by its owner or responsible person within five days of its impoundment, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, and service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession of the dog and may place the dog for adoption, or dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) A dog showing signs or symptoms of rabies, may be destroyed by a state licensed veterinarian or any other means deemed necessary to protect ~~the~~ public health and safety.

(F) Upon surrender of a dog by its owner or responsible person to the town for destruction, the town shall become the person responsible for the dog. Prior to the surrender, the owner or responsible person shall pay all associated fees to the town.

(G) ~~Emergency assistance of animal.~~ If a peace officer or animal control officer observes an animal in imminent danger of death or inhumane suffering, the peace officer or animal control officer may assist the animal as needed.

~~Penalty, see § 90.99~~

§ 90.12 EXCESSIVE ~~BARKING~~DOG NOISE; NUISANCE BEHAVIOR.

(A) It shall be unlawful for a dog to:

(1) Cause a disturbance to the peace and enjoyment of any reasonable person residing within ~~the~~ town limits by making excessive ~~barking or other~~dog noise ~~making including, but not limited to, howling, screeching, yelping, or baying. It shall be a violation of this section if excessive dog noise occurs:~~

a. For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 10:00 p.m. – 8:00 a.m.; or

b. For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.; or

c. For any duration on at least half of the days of a ten (10) day period, and such occurrences are attested to by complaints from persons residing at two or more separate properties.

(2) Engage in nuisance behavior, including but not limited to damaging, soiling, defiling, or defecating on private property other than the owner's or on public sidewalks, trails, or recreation areas, unless such waste is immediately removed and properly disposed of by the owner or person responsible.

(B) The dog's owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.12(A).

(C) Any person desiring to pursue civil or criminal charges against any person for a violation of ~~subsection § 90.12(AB) above,~~ shall complete a witness statement (provided by the animal control officer or other ~~representative of the~~ Police Department representative) and assist in the prosecution.

(D) It shall be a defense to a violation of § 90.12(B)(1) if the owner of the dog proves by a preponderance of the evidence that the excessive dog noise resulted from being provoked by a person or otherwise being incited to make noise.

§ 90.99 VIOLATION; PENALTY.

(A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.

(B) Any person convicted of violating any provisions of §§ 90.03, 90.04, 90.08, 90.10, 90.12(B), ~~90.13~~3, or 90.15 ~~of this chapter~~ shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed \$500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.

(C) Any person convicted of violating any provision of §§ 90.05 or 90.12(AB) that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).

(D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.

(E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.

Document comparison by Workshare 10.0 on Monday, February 6, 2023 2:45:23 PM

Input:	
Document 1 ID	file:///S:/MG2/Chino Valley/Ordinances/Animal Control Ordinance/Ch. 90 - ACO - Current.docx
Description	Ch. 90 - ACO - Current
Document 2 ID	file:///S:/MG2/Chino Valley/Ordinances/Animal Control Ordinance/Ch. 90 - ACO - Proposed (clean).DOCX
Description	Ch. 90 - ACO - Proposed (clean)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	94
Deletions	95
Moved from	8
Moved to	8
Style change	0
Format changed	0
Total changes	205

**FEBRUARY 2023 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 90:
ANIMALS**

SECTION 1. The reference to Section 90.12 (Excessive Barking; Nuisance Behavior) in the Table of Contents of Chino Valley Town Code, Chapter 90 (Animals), is hereby amended as follows (deletions shown in ~~strike~~through and additions shown in **bold**):

§ 90.12 Excessive ~~barking~~**dog noise**; nuisance behavior

SECTION 2. The following definitions in Chino Valley Town Code, Chapter 90 (Animals), Section 90.02 (Definitions), are hereby amended as follows (deletions shown in ~~strike~~through and additions shown in **bold**):

AGGRESSIVE DOG. **A dog that causes injury or reasonable fear of attack or bodily injury by violating § 90.05(A)(2).** ~~Any dog that has bitten, attacked or molested a person, domestic animal, fowl, poultry, pet, and/or livestock and has been deemed designated as such by a hearing officer or court of jurisdiction pursuant to § 90.05.~~

~~**DOG-AT LARGE.** When a dog is not confined within the limits of its owner's or responsible person's property and not physically restrained by a leash, rope, cord, chain, or other device not more than six (6) feet in length. A dog that is not on the premises of the owner or responsible person, and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.~~

EXCESSIVE DOG NOISE. Frequent, habitual, or continuous barking, howling, whining, yelping, or other irritating dog noises that are audible to one or more persons occupying property in the community or neighborhood within reasonable proximity to the property where the dog is located.

NUISANCE. That which causes offense, annoyance, trouble, or injury.

~~**Restraint.** Confinement of a dog within the real property limits of its owner, or secured by a leash or lead, or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.~~

UNDER CONTROL. **When a dog is confined within the limits of its owner's or responsible person's property, Physically or physically restrained by a leash, rope, cord, chain, or other device not more than six (6) feet in length. and/or under the direct supervision and control of the owner or responsible person.**

SECTION 3. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.05 (Dogs at Large; Designation as Aggressive Dog), is hereby deleted in its entirety and replaced with the following:

§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG.

(A) It shall be unlawful for a dog to:

(1) Be at large. A dog is not at large when:

(a) Engaged in obedience training and accompanied by its owner, responsible person, or trainer.

(b) Being used for legitimate hunting purposes.

(c) Being exhibited in a sanctioned event.

(d) Being utilized as a service dog for a disabled person, or as a seeing-eye dog for a legally blind person, and the handler exercises sufficient control.

(e) Being used to control livestock.

(f) Being used to assist a police officer engaged in law enforcement duties.

(g) In a designated off-leash area in a dog park.

(2) Attack, bite, molest, tackle, terrorize, menace, chase, or harass any person, domestic animal, fowl, poultry, pet, or livestock.

(B) The dog's owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.05(A)(1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property caused by a dog in violation thereof.

(C) An animal control officer or police officer may apprehend and impound any dog at large. An animal control officer may issue a citation to the owner or responsible person of the dog at large. The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the animal control officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. § 13-3899.

(D) A person is not in violation of § 90.05(B) when the dog:

(1) Is on the owner's or responsible person's property and the incident occurred after provocation from the person, domestic animal, fowl, poultry, pet, or livestock the dog attacked, bit, molested, tackled, terrorized, chased, or harassed.

(2) Is owned by a governmental agency and is in use for military or police work.

(3) Is a service dog, and the incident occurred while the dog was providing a service to the owner.

(4) Was engaged in the lawful act of hunting, ranching, farming, or other agricultural purpose.

(E) After a conviction of a violation of § 90.05(B), the prosecutor may request a hearing to establish that the involved dog should be designated as an aggressive dog as follows:

(1) After a first conviction, the dog may be designated by the court as an aggressive dog.

(2) After a second or subsequent conviction, the dog may be designated by the court as an aggressive dog, and if so designated, shall be maintained in conformance with § 90.14.

(F) An owner of an aggressive dog may petition the court to have the aggressive dog designation removed. The petition shall request a hearing at which the owner may present facts and circumstances to the court supporting the request. While the request is pending and until the court determines that the dog is not an aggressive dog, the dog shall be maintained in conformance with § 90.14.

Penalty, see § 90.99

SECTION 4. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.06 (Impoundment of Dogs; Destruction; Emergency Assistance), is hereby amended as follows (deletions shown in ~~striketrough~~ and additions shown in **bold**):

§ 90.06 IMPOUNDMENT OF DOGS; DESTRUCTION; EMERGENCY ASSISTANCE.

(A) Any ~~stray~~ dog **at large** shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed or microchipped dog shall be kept and maintained at the Animal Control Shelter for a minimum of ~~ten~~ **five** days, unless claimed by its owner or responsible person. An unlicensed dog shall be kept and maintained at the Animal Control Shelter for a minimum of three days. Any dog found without a tag or microchip device identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the adopting person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog shall be released for use in medical research. Animal control officers may destroy impounded sick, or injured dogs whenever the destruction is deemed by a licensed veterinarian to be necessary to prevent the dog from suffering, or to prevent the spread of disease.

(D) Any licensed impounded dog may be reclaimed by its owner or responsible person within five days of its impoundment, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, **and** service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession of the dog and may place the dog for adoption, or dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) A dog showing signs or symptoms of rabies, may be destroyed by a ~~state-licensed~~ **state-licensed** veterinarian or any other means deemed necessary to protect the public health and safety.

(F) Upon surrender of a dog by its owner or responsible person to the town for destruction, the town shall become the person responsible for the dog. Prior to the surrender, the owner or responsible person shall pay all associated fees to the town.

(G) ~~Emergency assistance of animal.~~ If a peace officer or animal control officer observes an animal in imminent danger of death or inhumane suffering, the peace officer or animal control officer may assist the animal as needed.

~~Penalty, see § 90.99~~

SECTION 5. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.12 (Excessive Dog Noise; Nuisance Behavior), is hereby amended as follows (deletions shown in ~~strike through~~ and additions shown in **bold**):

§ 90.12 EXCESSIVE ~~BARKING~~ **DOG NOISE**; NUISANCE BEHAVIOR.

(A) It shall be unlawful for a dog to:

(1) Cause a disturbance to the peace and enjoyment of any reasonable person residing within the town limits by **making excessive dog noise** ~~barking or other noise making including, but not limited to, howling, screeching, yelping, or baying.~~ **It shall be a violation of this section if excessive dog noise occurs:**

a. **For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 10:00 p.m. – 8:00 a.m.; or**

b. **For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.; or**

c. **For any duration on at least half of the days of a ten (10) day period, and such occurrences are attested to by complaints from persons residing at two or more separate properties.**

(2) Engage in nuisance behavior, including but not limited to damaging, soiling, defiling, or defecating on private property other than the owner's or on public sidewalks, trails, or recreation areas, unless such waste is immediately removed and properly disposed of by the owner or person responsible.

(B) ~~Any person desiring to pursue civil or criminal charges against any person for a violation of subsection (A) above, shall complete a witness statement (provided by the animal control officer or other representative of the Police Department) and assist in the prosecution.~~ **The dog's owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.12(A).**

(C) **Any person desiring to pursue civil or criminal charges against any person for a violation of § 90.12(B) shall complete a witness statement (provided by the animal control officer or other Police Department representative) and assist in the prosecution.**

(D) **It shall be a defense to a violation of § 90.12(B)(1) if the owner of the dog proves by a preponderance of the evidence that the excessive dog noise resulted from being provoked by a person or otherwise being incited to make noise.**

SECTION 6. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.99 (Violation; Penalty), is hereby amended as follows (deletions shown in ~~striketrough~~ and additions shown in **bold**):

§ 90.99 VIOLATION; PENALTY.

(A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.

(B) Any person convicted of violating any provisions of §§ 90.03, 90.04, 90.08, 90.10, ~~90.12(B)~~, 90.13, or 90.15 of this chapter shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed \$500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.

(C) Any person convicted of violating any provision of §§ 90.05 or ~~90.12(A)(B)~~ that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).

(D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.

(E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

f

ITEM TYPE:

Consent

MEETING DATE:

February 14, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to approve the Council Entity Appointments.

SUMMARY:

This item is coming back to Council for re-approval after discovering a discrepancy in the original document provided in the January 24, 2023, meeting packet. An amendment was made to appoint Vice-Mayor Granillo as Representative and Councilmember McCafferty as Alternate to the Upper Verde River Watershed Protection Coalition (UVRWPC)

STAFF RECOMMENDATION:

Approve the Council Entity Appointments.

FISCAL IMPACT?

No

Attachments

- 1) GOV Entity appointments, 2023
-

	ENTITY	REP	APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
a)	Upper Verde River Watershed Protection Coalition (UVRWPC)	Vice-Mayor Eric Granillo	2/14/2023	Councilmember John McCafferty	2/14/2023	Position typically filled by elected official.
b)	UVRWPC Technical Advisory Committee (TAC)	Consultant Mark Holmes	1/24/2023	Assistant Town Engineer	1/24/2023	Position typically filled by staff members and/or technical community members
c)	Northern Arizona Municipal Water User's Association (NAMWUA)	Mayor Jack Miller	1/10/2017	Councilmember John McCafferty	9/28/2021	Position typically filled by elected official.
d)	NAMWUA Technical Advisory Committee (TAC)	Consultant Mark Holmes	9/1/2018	Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
e)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Councilmember Tom Armstrong	1/26/2021	Councilmember Bob Schacherer	1/24/2023	Position typically filled by elected official.
f)	CYMPO Technical Advisory Committee (TAC)	Town Engineer	6/28/2011	Assistant Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
g)	Northern Arizona Council of Governments (NACOG) Regional Council	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	9/28/2021	Position typically filled by elected official.
h)	Greater Arizona Mayors Association (GAMA)	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	1/24/2023	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
i)	League Resolutions Committee	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	9/28/2021	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
j)	Yavapai Regional Medical Center (YRMC) Council of Electors	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	1/24/2023	Position typically filled by elected official.
k)	Chamber of Commerce	Vice-Mayor Eric Granillo	1/24/2023	Councilmember Sherri Phillips	1/24/2023	Typically a representative from Council.
l)	Arizona Municipal Risk Retention Pool (AMRRP)	Town Manager Cindy Blackmore	2/1/2021	HR Director Laura Kyriakakis	1/10/2017	Appointee may be elected official or staff member, who may participate in nominations for this board.

	ENTITY	REP	APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
m)	Yavapai Combined Trust (YCT)	HR Director, Laura Kyriakakis	3/27/2012	HR Analyst Tiffany Resendez	3/13/2018	Positions typically filled by staff members.
n)	Liaison to Chino Valley Fire District (CVFD) Board	Mayor Jack Miller	10/13/2015	Councilmember Annie Perkins	1/26/2021	First-time position in 2013.
o)	Prescott Regional Airport Master Plan Committee-Planning Advisory Committee (MPAC)	Councilmember Annie Perkins	1/24/2023	Councilmember Bob Schacherer	1/24/2023	Committee was established in October 2016.
p)	Yavapai County Unified Emergency Management Advisory Committee	Police Chief Chuck Wynn	12/11/2018	Police Lt. Randy Chapman	12/11/2018	Position may be filled by elected official or staff member (as of 9/6/18, MOU is not approved)

Rev. 2-7-23

DESCRIPTION OF ENTITIES	
a)	UVRWPC consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.
b)	Technical Advisory Committee under UVRWPC .
c)	NAMWUA was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.
d)	Technical Advisory Committee under NAMWUA .
e)	CYMPO is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.
f)	Technical Advisory Committee under CYMPO .
g)	NACOG is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.
h)	GAMA was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.
i)	The League Resolutions Committee meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League's Annual Business Meeting and became the League's Policy Statement for the next legislative session.
j)	YRMC Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.
k)	Chino Valley Area Chamber of Commerce exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.
DESCRIPTION OF ENTITIES	
l)	AMRRP , a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.

m)	YCT is the entity through whom the Town contracts with for medical insurance for its employees.
n)	CVFD is the local fire district, a special taxing district (not part of the Town government).
o)	The MPAC supports the Prescott Municipal Airport and provides local insight and acts as a link between their respective citizens and the planning team.
p)	The YCUEMAC provides Yavapai County citizens with information associated with emergency management, to minimize losses from disasters and enhance and protect the citizens' quality of life; and advise the Yavapai County Office of Emergency Management.

Rev. 8-26-21

ENTITY	CONTACT	PHONE	EMAIL
Yavapai County Water Advisory Committee (WAC)			
WAC Technical Advisory Committee (TAC)			
Upper Verde River Watershed Protection Coalition (UVRWPC)			
UPRWPC Technical Advisory Committee (TAC)			
Northern Arizona Municipal Water User's Association (NAMWUA)			
NAMWUA Technical Advisory Committee (TAC)			
Central Yavapai Metropolitan Planning Organization (CYMPO)			
CYMPO Technical Advisory Committee (TAC)			
Northern Arizona Council of Governments (NACOG) Regional Council			
NACOG Economic Development Committee			
Greater Arizona Mayors Association (GAMA)			
League Resolutions Committee			
Yavapai Regional Medical Center (YRMC) Council of Electors	Jackie Kendig (replaced Kathy White)	771-5768	
Chamber of Commerce			
Arizona Municipal Risk Retention Pool (AMRRP)			
Yavapai Gala Centennial Committee			
Central Arizona Partnership (CAP) Regional Economic Development (RED) Team			



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

ITEM TYPE: General

MEETING DATE:

February 14, 2023

CONTACT PERSON:

**Joe Duffy, Administrative
Services Director**

AGENDA ITEM TITLE:

Consideration and possible action to approve the Financial Report for the six-month period ending December 31, 2022.

SUMMARY:

The Finance Department prepares Quarterly 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. Year-to-date figures are compared to the prior year-to-date and current year's annual budget.
- Major Revenue Summary – This section details the year-to-date figures for the Town's major revenue sources that account for approximately 75% of the Town's annual revenue.
- Other Information – This section details other pertinent financial and statistical information including the amount of contingency funds expended year-to-date and the annual debt summary.

STAFF RECOMMENDATION:

Approve the Financial Report for the period ending December 31, 2022.

FISCAL IMPACT?

No

Attachments

Town of Chino Valley

Arizona

Financial Report



To The Town Council

For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

* Tentative and Preliminary prior to annual audit

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 32,655	\$ 148,738	\$ 116,083	355%	\$ 141,500	105%
Tax Revenues	\$ 3,721,404	\$ 4,338,179	\$ 616,775	17%	\$ 7,910,900	55%
Licenses & Permits	\$ 252,559	\$ 216,388	\$ (36,171)	-14%	\$ 562,500	38%
Intergovernmental	\$ 2,249,782	\$ 2,863,377	\$ 613,595	27%	\$ 5,674,500	50%
Charges for Services	\$ 33,907	\$ 52,207	\$ 18,300	54%	\$ 124,500	42%
Fines and Forfeitures	\$ 57,175	\$ 73,266	\$ 16,091	28%	\$ 162,500	45%
Other Revenues	\$ 40,547	\$ 10,899	\$ (29,648)	-73%	\$ 6,000	182%
Contributions and Donations	\$ -	\$ -	\$ -	0%	\$ 1,500	0%
Investment Earnings	\$ 565	\$ 142,568	\$ 142,003	25133%	\$ 2,000	7128%
Transfers In	\$ 200,000	\$ 200,000	\$ -	0%	\$ 400,000	50%
Total Revenues	\$ 6,588,594	\$ 8,045,622	\$ 1,457,028	22%	\$ 14,985,900	54%
Total revenues for the General Fund are up \$1,457,028 or 22% over the previous fiscal year. Franchise Taxes are up due to an increase in Electric Franchise Fee collections. Tax Revenues are up 17% primary due to increased sales tax collections. Intergovernmental Revenues are up 27% due to increased distributions for State Shared Income Tax. Investment Earning are up due to higher interest earnings. Licences and Permits are down due to a decrease in building permits.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 60,056	\$ 63,791	\$ 3,735	6%	\$ 139,900	46%
Town Clerk	\$ 113,101	\$ 133,521	\$ 20,420	18%	\$ 296,400	45%
Town Manager	\$ 268,289	\$ 323,439	\$ 55,150	21%	\$ 682,600	47%
Human Recourses	\$ 145,971	\$ 150,462	\$ 4,491	3%	\$ 355,100	42%
Municipal Court	\$ 147,526	\$ 173,135	\$ 25,609	17%	\$ 363,500	48%
Finance	\$ 260,241	\$ 245,011	\$ (15,230)	-6%	\$ 539,500	45%
Management Information Systems	\$ 123,680	\$ 204,690	\$ 81,010	66%	\$ 434,200	47%
Mayor and Council	\$ 19,953	\$ 38,962	\$ 19,009	95%	\$ 63,300	62%
Planning	\$ 136,154	\$ 268,177	\$ 132,023	97%	\$ 632,500	42%
Building Inspection	\$ 168,602	\$ 195,416	\$ 26,814	16%	\$ 493,400	40%
Police	\$ 1,805,508	\$ 1,977,950	\$ 172,442	10%	\$ 4,526,800	44%
Animal Control	\$ 88,846	\$ 106,313	\$ 17,467	20%	\$ 280,600	38%
Recreation	\$ 90,910	\$ 107,340	\$ 16,430	18%	\$ 257,300	42%
Library	\$ 181,094	\$ 205,343	\$ 24,249	13%	\$ 426,300	48%
Senior Center	\$ 189,471	\$ 208,038	\$ 18,567	10%	\$ 563,600	37%
Parks Maintenance	\$ 410,635	\$ 308,294	\$ (102,341)	-25%	\$ 809,500	38%
Aquatic Center	\$ 93,309	\$ 80,239	\$ (13,070)	-14%	\$ 256,800	31%
Facilities Maintenance	\$ 207,148	\$ 289,345	\$ 82,197	40%	\$ 941,800	31%
Fleet Maintenance	\$ 127,847	\$ 151,509	\$ 23,662	19%	\$ 392,400	39%
Engineering	\$ 161,707	\$ 318,432	\$ 156,725	97%	\$ 652,300	49%
Non Departmental	\$ 1,418,977	\$ 2,185,495	\$ 766,518	54%	\$ 6,174,700	35%
Total Expenditures	\$ 6,219,025	\$ 7,734,902	\$ 1,515,877	24%	\$ 19,282,500	40%
Total Revenue Over (Under) Total Expenditures						
	\$ 369,569	\$ 310,720	\$ (58,849)		\$ (4,296,600)	
GENERAL FUND (Continued)						
Total General Fund Expenditures are up by \$1,515,817 or 24% compared to last fiscal year due to the budgeted increase in transfers to the CIP - Roads Fund. Each department should be under 50% of budget. Through December, on average, the departments are currently at 40%.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
HIGHWAY USER REVENUE FUND (HURF)						
Total Revenues	\$ 615,373	\$ 677,151	\$ 61,778	10%	\$ 1,363,500	50%
Trans From General Fund	\$ -				\$ -	
AZ Cares Act Transfer	\$ -					
Expenditures						
Road Maintenance	\$ 829,415	\$ 458,441	\$ (370,974)	-45%	\$ 1,500,500	31%
Transfers to CIP Roads		\$ 100,000			\$ 200,000	50%
Total Expenditures	\$ 829,415	\$ 558,441	\$ 2,104,338	254%	\$ 1,700,500	33%
Total Revenue Over (Under) Total Expenditures	\$ (214,042)	\$ 118,710	\$ 432,752		\$ (337,000)	
Total HURF Revenues are up 10% over the prior fiscal year. Road Maintenance operating expenses are down by 45% compared to prior fiscal year but will be on budget once the two equipment purchases are completed next quarter.						
WATER ENTERPRISE FUND						
Total Revenues	\$ 453,417	\$ 432,749	\$ (20,668)	-5%	\$ 1,017,400	43%
Expenditures						
Water Utility Operations	\$ 367,001	\$ 391,903	\$ 24,902		\$ 936,100	
Debt Service/Reserve	\$ 10,065	\$ 5,088	\$ (4,977)		\$ 37,200	
Total Expenditures	\$ 377,066	\$ 396,991	\$ 19,925	5%	\$ 973,300	41%
Total Revenue Over (Under) Total Expenditures	\$ 76,351	\$ 35,758	\$ (40,593)		\$ 44,100	
Total Water Enterprise Fund Revenues are down 60% in Water Buy-In Fees. Water Service Revenue is up 9 %. Total expenditures are up 5%.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 969,560	\$ 1,000,202	\$ 30,642	3%	\$ 2,134,500	47%
Expenditures						
Sewer	\$ 622,977	\$ 533,622	\$ (89,355)		\$ 1,386,100	
Debt Service/Reserve/Capital	\$ -	\$ -	\$ -		\$ 874,800	
Total Expenditures	\$ 622,977	\$ 533,622	\$ (89,355)	-14%	\$ 2,260,900	24%
Total Revenue Over (Under) Total Expenditures	\$ 346,583	\$ 466,580	\$ 119,997		\$ (126,400)	
Total Sewer Enterprise Fund Revenues are up 3% due to a slight increase in Sewer Service Fees. Sewer Buy-in fees are down 31%. Total expenditures are down 14%.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
CAPITAL IMPROVEMENT FUND - G						
Sales Tax Revenue	\$ 1,240,831	\$ 1,446,060	\$ 205,229	17%	\$ 2,649,800	
Police Department Loan Funds	\$ 7,180,739	\$ -			\$ 2,000,000	
Misc. Capital Projects		\$ 250,000			\$ 500,000	
Transfer From General Fund					\$ 120,000	
Yavapai Drainage District					\$ 5,269,800	32%
Total Revenues	\$ 8,421,570	\$ 1,696,060	\$ (6,725,510)	-80%		
Yavapai Drainage District	\$ -		\$ -		\$ 120,000	
Police Building	\$ 707,571	\$ 2,191,705	\$ 1,484,134		\$ 4,700,000	
Capital Improvements	\$ 120,668	\$ 166,292	\$ 45,624		\$ 2,986,000	
Transfers	\$ 1,557,739	\$ 892,248	\$ (665,491)		\$ 1,784,500	
Total Expenditures	\$ 2,385,978	\$ 3,250,245	\$ 864,267	36%	\$ 9,590,500	34%
Total Revenue Over (Under) Total Expenditures	\$ 6,035,592	\$ (1,554,185)	\$ (7,589,777)		\$ (4,320,700)	
Capital Improvement Fund Tax Revenues are up 17% over last fiscal year. Expenditures are up 36% due primarily due to the construction of the new police department.						
CAPITAL IMPROVEMENT FUND - Roads						
OHM Land Sales	\$ -	\$ -	\$ -		\$ -	
Transfer From Capital Improvement	\$ 553,750	\$ -	\$ (553,750)		\$ -	
Transfer From General Fund	\$ 923,750	\$ 1,550,000	\$ 626,250		\$ 3,100,000	
Transfer From HURF	\$ 450,000	\$ 100,000	\$ (350,000)		\$ 200,000	
Total Revenues	\$ 1,927,500	\$ 1,650,000	\$ (277,500)	-14%	\$ 3,300,000	50%
Rodeo Drive @ OHM	\$ 1,211,247	\$ 381,643	\$ (829,604)		\$ -	
Road 2 North	\$ 677,803	\$ -	\$ (677,803)		\$ -	
Reconstruct Local Steets		\$ 56,735	\$ 56,735		\$ 500,000	
E Rd 1 S From St Rt 89			\$ -		\$ 2,000,000	
Total Expenditures	\$ 1,889,050	\$ 438,378	\$ (1,450,672)	-77%	\$ 2,500,000	18%
Total Revenue Over (Under) Total Expenditures	\$ 38,450	\$ 1,211,622	\$ 1,173,172		\$ 800,000	
The Capital Improvement Fund for Roads keeps track of major road projects to be completed each year. Funding is transferred into the fund from the General Fund and HURF Fund monthly.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
CAPITAL IMPROVEMENT FUND - Water						
OHM Land Sales	\$ -	\$ -	\$ -		\$ 2,000,000	
Transfer From Capital Improvement	\$ 127,500	\$ -	\$ (127,500)		\$ -	
Transfer From Water Enterprise	\$ 50,000	\$ 50,000	\$ -		\$ 100,000	
Total Revenues	\$ 177,500	\$ 50,000	\$ (127,500)	-72%	\$ 2,100,000	2%
OHM Capital Projects			\$ -		\$ 2,000,000	
Backup Generator North Campus					\$ 46,000	
Backup Generator YC Well					\$ 49,000	
Paint Bright Star Well					\$ 27,000	
Equipment Polebarn					\$ 15,000	
New Fill Station			\$ -		\$ 65,000	
Total Expenditures	\$ -	\$ -	\$ -		\$ 2,202,000	0%
Total Revenue Over (Under) Total Expenditures	\$ 177,500	\$ 50,000	\$ (127,500)		\$ (102,000)	
The Capital Improvement Fund for Water keeps track of major water projects to be completed each year. Funding is transferred into the fund from the Water Enterprise Fund monthly.						
CAPITAL IMPROVEMENT FUND - Sewer						
WIFA Reserve and Replacement		\$ -	\$ -		\$ 400,000	
WIFA Loan Proceeds			\$ -		\$ 3,500,000	
Transfer From Sewer Enterprise	\$ 172,500	\$ 125,000	\$ (47,500)		\$ 250,000	
Total Revenues	\$ 172,500	\$ 125,000	\$ (47,500)	-28%	\$ 4,150,000	3%
WTP Equilization Basin		\$ 45,057	\$ 45,057		\$ 1,100,000	
New Building Aprons and Fence	\$ 3,182					
Turbine Blowers					\$ 250,000	
Equipment Pole Barn					\$ 15,000	
Rotomat Repair	\$ 12,200	\$ -	\$ (12,200)		\$ -	
Screw Press	\$ 206,398	\$ 63,179	\$ (143,219)		\$ 50,000	
Plant Expansion Engineering					\$ 900,000	
Total Expenditures	\$ 221,780	\$ 108,236	\$ (110,362)	-50%	\$ 2,315,000	5%
Total Revenue Over (Under) Total Expenditures	\$ (49,280)	\$ 16,764	\$ 62,862		\$ 1,835,000	
The Capital Improvement Fund for Sewer keeps track of major sewer projects to be completed each year. Funding is transferred into the fund monthly.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*						
	Actual Year to Date FY 2021-22	Actual Year to Date FY 2022-23	Net Change FY 2022-23 / FY 2021-22	% FY 2022-23/ FY 2021-22	Annual Budget FY 2022/23	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant			\$ -		\$ 349,000	
Grants Fund	\$ 141,740	\$ 105,511	\$ (36,229)		\$ 3,500,000	
Special Revenue Fund Court	\$ 12,055	\$ 13,295	\$ 1,240		\$ 24,500	
Capital Asset Replacement	\$ 5,046	\$ 166,837	\$ 161,791		\$ 254,000	
Special Revenue Fund PD	\$ 6,845	\$ 7,120	\$ 275		\$ 12,000	
AZ Cares Fund Program	\$ -	\$ -	\$ -		\$ 1,485,000	
CVSLID Districts	\$ 1,918	\$ 2,198	\$ 280		\$ 4,100	
Total Revenues	\$ 167,604	\$ 294,961	\$ 127,357	76%	\$ 5,628,600	5%
CDBG Grant		\$ 1,134	\$ 1,134		\$ 348,000	
Grants Funds	\$ 94,877	\$ 23,457	\$ (71,420)		\$ 3,500,000	
Special Revenue Fund - Court	\$ 10,629	\$ 6,282	\$ (4,347)		\$ 7,500	
Capital Replacement Fund	\$ 60,363	\$ 120,974	\$ 60,611		\$ 245,000	
Special Revenue Fund PD	\$ 1,890	\$ 1,780	\$ (110)		\$ 12,000	
Az Cares Fund Expenditures	\$ -	\$ 500,320	\$ 500,320		\$ 5,400,000	
CVSLID Districts	\$ 1,932	\$ 2,019	\$ 87		\$ 4,000	
Total Expenditures	\$ 169,691	\$ 655,966	\$ 486,275	287%	\$ 9,516,500	7%
Total Revenue Over (Under) Total Expenditures	\$ (2,087)	\$ (361,005)	\$ (358,918)		\$ (3,887,900)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 19,493,618	\$ 13,971,744	\$ (5,521,874)	-28%	\$ 39,949,700	35%
Total Expenditures All Funds	\$ 12,714,982	\$ 13,576,781	\$ 864,981	7%	\$ 50,141,200	27%
Total Revenue Over (Under) Total Expenditures All Funds	\$ 6,778,636	\$ 394,964	\$ (6,386,854)		\$ (10,191,500)	
(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 Six Months Ending December 31, 2022, 50% of the Fiscal Year*

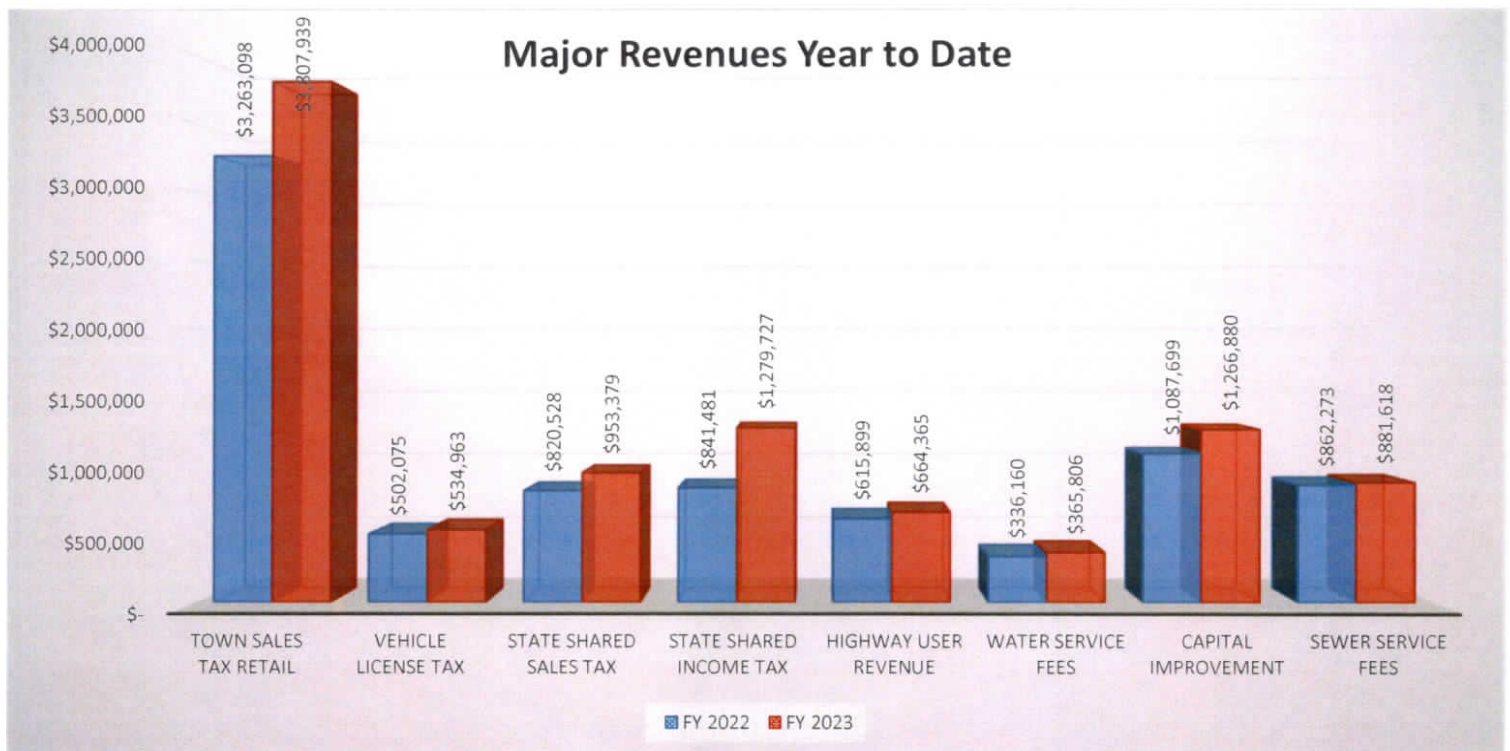
	Actual Year to Date FY 2021-22	Annual Budget FY 2022-23	Actual Year to Date FY 2022-23	% of Budget YTD	Actual vs Prior Year Net Change FY 2022-23 / FY 2021-22	%
Town Sales Tax Retail	\$ 3,263,098	\$ 6,934,300	\$ 3,807,939	55%	\$ 544,841	17%
Vehicle License Tax	\$ 502,075	\$ 1,079,000	\$ 534,963	50%	\$ 32,888	7%
State Shared Sales Tax	\$ 820,528	\$ 1,864,000	\$ 953,379	51%	\$ 132,851	16%
State Shared Income Tax	\$ 841,481	\$ 2,513,000	\$ 1,279,727	51%	\$ 438,246	52%
Highway User Revenue	\$ 615,899	\$ 1,360,000	\$ 664,365	49%	\$ 48,466	8%
Water Service Fees	\$ 336,160	\$ 670,400	\$ 365,806	55%	\$ 29,646	9%
Capital Improvement	\$ 1,087,699	\$ 2,328,400	\$ 1,266,880	54%	\$ 179,181	16%
Sewer Service Fees	\$ 862,273	\$ 1,740,000	\$ 881,618	51%	\$ 19,345	2%
Major Revenues Y.T.D.	\$ 8,329,213	\$ 18,489,100	\$ 9,754,677	53%	\$ 1,425,464	17%
Total Revenue All Funds	\$ 19,493,618	\$ 39,949,700	\$ 13,971,744	35%	\$ (5,521,874)	-28%

43%

46%

70%

The Major Revenues are up \$1,425,464 or 17% over the prior fiscal year. Town Sales Tax Retail is up 17% . State Shared Income Tax is up 52% due to a significant increased distribution from the state. YTD Revenue are down 28% due to the timing of Federal CLFRF funding and Police Department Loan Funds.



Contingency Funds Budget					
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*					
	Actual Year to Date FY 2022-23	Annual Budget FY 2022-23			
General Fund Budget	\$ -	\$ 600,000			
Police Car Replacement	\$ 142,317				
Industrial Commission of AZ	\$ 34,720				
General Fund Balance	\$ 177,037	\$ 600,000			
HURF Fund Budget	\$ -	\$ 60,000			
Water Fund Budget	\$ -	\$ 40,000			
Sewer Fund Budget	\$ -	\$ 75,000			
Total Contingency Fund	\$ -	\$ 775,000			
Town of Chino Valley					
Annual Debt Service Summary By Fund					
Fiscal Year Ended June 30, 2023					
Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2022	FY 2023 Principal	FY 2023 Interest
General Government					
Refunding Obligations 2021	11/10/2021	\$ 7,023,845	\$ 7,023,845	\$ 702,385	\$ 316,074
Police Department 2021	11/10/2021	\$ 6,155,000	\$ 6,155,000	\$ 125,000	\$ 238,450
		\$ 13,178,845	\$ 13,178,845	\$ 827,385	\$ 554,524
Water Enterprise Fund					
Refunding Obligations 2021	11/10/2021	\$ 226,154	\$ 226,154	\$ 22,615	\$ 10,177
Sewer Enterprise Fund					
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 497,884	\$ 94,225	\$ 11,130
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 1,893,207	\$ 294,055	\$ 45,000
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 2,057,503	\$ 140,068	\$ 38,540
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 3,434,659	\$ 157,376	\$ 76,820
WIFA 2017	2/27/2017	\$ 292,659	\$ 234,228	\$ 12,192	\$ 5,364
		\$ 13,948,976	\$ 8,117,481	\$ 697,916	\$ 176,854
Total Town of Chino Valley Debt		\$ 27,353,975	\$ 21,522,480	\$ 1,547,916	\$ 741,555



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

ITEM TYPE: Action Item

MEETING DATE:

February 14, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Building Advisory Board per recommendation of the Appointments Subcommittee.

SUMMARY:

The Council Appointments Subcommittee met on January 18, 2023, to review applications and make recommendations for the Planning and Zoning Commission and the newly created Building Advisory Board. Staff received nine applications to fill five expiring terms for Planning and Zoning, and six applications to fill five vacant seats on the Building Advisory Board. Based on the review of all applications by the subcommittee, they recommend the following appointments:

- ***Planning and Zoning Commission*** – Charles Merritt, Gary Pasciak, William Welker, and Richard Zamudio to 3-year regular terms.
- ***Planning and Zoning Commission*** – Rachelle Fernow to the 1-year Alternate term
- ***Building Advisory Board*** – Charles Demeter, Charles Merritt, Ken Mohn, Sterling Skipper, and Eric Ferkettch

STAFF RECOMMENDATION:

Appoint applicants to Planning and Zoning and the Building Advisory Board per the recommendation of the Appointments Subcommittee.

Attachments

- | | |
|-------------------------------------|--|
| 1) Merritt redacted application P&Z | 6) Demeter redacted application BAB |
| 2) Pasciak redacted application P&Z | 7) Merritt redacted application BAB |
| 3) Welker redacted application P&Z | 8) Mohn redacted application BAB |
| 4) Zamudio redacted application P&Z | 9) Skipper redacted application BAB |
| 5) Fernow redacted application P&Z | 10) Ferkettch redacted application BAB |



Town of Chino Valley

**APPLICATION FOR PUBLIC
BODY RE-APPOINTMENT**

(Commissions, Boards, Committees)

Office Use Only

Re-appointment Date _____

Term Start _____

Resignation/Term End _____

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐
☐
☐
☐
☐

Board of Adjustment

Industrial Development Authority

Municipal Property Corporation

Parks & Recreation Advisory Board

Other _____

☒
☐
☐
☐

Planning & Zoning Commission

Public Safety Retirement Board

Roads & Streets Committee

Senior Center Advisory Board

NAME CHARLES MERRITT

RESIDENCE ADDRESS _____

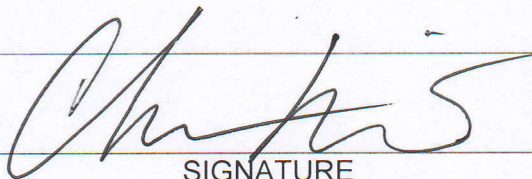
MAILING ADDRESS SAME

PHONE #s _____

EMAIL _____

List any **new** experience, skills, and qualities you would bring to this position.

MORE EXPERIENCE AND TRAINING PROVIDED BY THE TOWN OF CHINO VALLEY


SIGNATURE

11-28-2022

DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.**



Town of Chino Valley

**APPLICATION FOR PUBLIC
BODY RE-APPOINTMENT**
(Commissions, Boards, Committees)

Office Use Only

Re-appointment Date _____

Term Start _____

Resignation/Term End _____

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐
☐
☐
☐
☐

Board of Adjustment

Industrial Development Authority

Municipal Property Corporation

Parks & Recreation Advisory Board

Other _____

☒
☐
☐
☐

Planning & Zoning Commission

Public Safety Retirement Board

Roads & Streets Committee

Senior Center Advisory Board

NAME Gary L. Pasciak

RESIDENCE ADDRESS _____

MAILING ADDRESS Same as above

PHONE #s _____

EMAIL _____

List any **new** experience, skills, and qualities you would bring to this position.


SIGNATURE

November 10, 2022

DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.**



Town of Chino Valley

**APPLICATION FOR PUBLIC
BODY RE-APPOINTMENT**
(Commissions, Boards, Committees)

Office Use Only

Re-appointment Date _____

Term Start _____

Resignation/Term End _____

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.



- | | |
|--|--|
| ☐ Board of Adjustment | ☒ Planning & Zoning Commission |
| ☐ Industrial Development Authority | ☐ Public Safety Retirement Board |
| ☐ Municipal Property Corporation | ☐ Roads & Streets Committee |
| ☐ Parks & Recreation Advisory Board | |
| ☐ Other _____ | |

NAME William Walker

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS Same

PHONE #s [REDACTED]

EMAIL [REDACTED]

List any **new** experience, skills, and qualities you would bring to this position.

William Walker
SIGNATURE

12-05-2022
DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.**



Re-appointment Date _____

Term Start _____

Resignation/Term End _____

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐	Board of Adjustment	☒	Planning & Zoning Commission
☐	Industrial Development Authority	☐	Public Safety Retirement Board
☐	Municipal Property Corporation	☐	Roads & Streets Committee
☐	Parks & Recreation Advisory Board	☐	Senior Center Advisory Board
☐	Other _____		

EMAIL [REDACTED]

Have one year experience as an Alternate


SIGNATURE

11/12/2022

DATE _____

Page 80 of 93



Town of Chino Valley

**APPLICATION FOR
PUBLIC BODY APPOINTMENT**

(Council, Commissions, Boards, Committees)

Office Use Only

Appointment Date _____

Term Start _____

Date of Resignation/
Term End _____

PUBLIC BODY APPLYING FOR

- | | |
|--|---|
| ☐ Town Council | ☐ Roads & Streets Committee |
| ☒ Planning & Zoning Commission | ☐ Senior Center Advisory Board |
| ☐ Board of Adjustment | ☐ Industrial Development Authority |
| ☐ Parks & Recreation Advisory Board | ☐ Municipal Property Corporation |
| ☐ Other _____ | |

NAME RACHELLE FERNOW

RESIDENCE ADDRESS

MAILING ADDRESS SAME AS ABOVE

PHONE #s

EMAIL

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

2.5 YEARS (GREW UP HERE)

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?

☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☒ YES ☐ NO

If Yes, what is the employee's name?

LON TURNER (TOWN COUNCIL MEMBER)-UNCLE

Please respond to the questions on the second page.

Attach a separate sheet if necessary.

RECEIVED
DEC 01 2022

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

NO

Why you would like to be appointed to this position?

I AM DEEPLY INVESTED IN THE FUTURE PLANNING AND GROWTH OF OUR COMMUNITY.

I HAVE A GREAT INTEREST IN THE PLANNING PROCESS AND LOOK FORWARD TO BUILDING ON THE KNOWLEDGE THAT I CURRENTLY HAVE.

What do you believe is the key responsibility of this position?

TO MAKE INFORMED DECISIONS AND/OR GIVE INPUT REGARDING ALL ITEMS THAT ARE PRESENTED BEFORE THE COMMISSION. TO MAKE RESPONSIBLE CHOICES REGARDING THE FUTURE GROWTH AND DEVELOPMENT OF CHINO VALLEY.

What experience, skills, and qualities would you bring to this position?

EXPERIENCE AS AN ACTIVE REALTOR. CHAIR OF A COMMUNITY GROWTH ADVOCACY GROUP.

BORN AND RAISED IN CHINO VALLEY-INVESTED IN IT'S FUTURE.

GREAT AT RESEARCH, LISTENING, ORGANIZATION AND PUBLIC ENGAGEMENT. STRONG LEADERSHIP SKILLS.

Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).


SIGNATURE

12.1.22
DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.



RACHELLE FERNOW

REALTOR, BAKER, CHAIRWOMAN, WIFE, MOM

CONTACT

PHONE:

EMAIL:

HOBBIES

CRAFTING
BAKING
VOLUNTEERING

REALTOR

Realty Executives Az Territory

THE BEE & THE BEAR BAKERY

Owner, designer
thebeeandthebearbakery.com

CHINO ALLIANCE FOR RESPONSIBLE GROWTH ORGANIZATION

Co-founder, Chairwoman
www.chinoalliance.org
www.cargopac.net

Rachelle has been a resident of Yavapai county for 39 years. Being born and raised locally has established a deep love and appreciation for the area. With this comes an in-depth knowledge of the community, its history, and an invested interest in its future.

Rachelle was raised in a household of entrepreneurs, her father having decades of experience in the construction industry. Her mother owning and operating several small businesses. From a young age she started building experience in customer service and business management. Skills that she continues to utilize in her day-to-day transactions.

Rachelle enjoys building her knowledge about growth and town government. As the chairwoman for The Chino Alliance for Responsible Growth Organization you will often find her front row at town council and planning & zoning meetings.

"Knowing how my community is growing helps me operate my businesses and cater to my clients better"

As a wife, mother, and entrepreneur, she enjoys the hustle and staying busy. She values the great blessing and opportunity to raise her two children Christian and Josie in her hometown of Chino Valley, Arizona. The rural open nature of the community allows her and her family to experience the natural freedoms that come with living in such a beautiful place. Her 2 hound dogs Reba and Rosco don't mind the open space and lizard chasing either!!!

Thank you for your consideration!

From: noreply@civicplus.com
Sent: Tuesday, November 29, 2022 11:17 AM
To: [Clerks](#)
Subject: Online Form Submittal: Application for Public Body Appointment

Application for Public Body Appointment

Step 1

Public Body Applying For	Planning & Zoning Commission
--------------------------	------------------------------

Other Public Body Applying For (not in drop down list)	Building Advisory Board
--	-------------------------

First Name	Charles
------------	---------

Last Name	Demeter
-----------	---------

Residence Address	
-------------------	--

Mailing Address	Same
-----------------	------

Phone Number(s)	
-----------------	--

Email Address	
---------------	--

Is your residence within Town limits?	Yes
---------------------------------------	-----

How long have you lived in the Chino Valley area?	5 Years
---	---------

Are you a qualified to vote even if not registered?	Yes
---	-----

Are you related to any Town employee	No
--------------------------------------	----

If yes, what is the employee's name?	<i>Field not completed.</i>
--------------------------------------	-----------------------------

Step 2

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.	N/A
--	-----

Why would you like to be appointed to this position?	As a current business owner in town I'm deeply involved in the community and care about our town and our people who make this town.
--	---

What do you believe is the key responsibility of this position?	Not to make decisions, but rather to provide current knowledge, critical thinking and analysis to increase the confidence of the decision-makers who represent said companies. Wise council to a myriad of issues that may arise and provide insight.
What experience, skills, and qualities would you bring to this position?	I was a General Contractor in Phoenix, I currently own and operate Elite Roofing Supplies here in Chino valley and have many relationships throughout the tri-cities with Builders and Roofing Contractors along with key market influencers and I believe my overall involvement in the community and my business acumen would make for a very sound member.
To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.	<i>Field not completed.</i>
Date Application Submitted	11/29/2022 11:14 AM

Email not displaying correctly? [View it in your browser.](#)

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!



Town of Chino Valley

**APPLICATION FOR
PUBLIC BODY APPOINTMENT**
(Council, Commissions, Boards, Committees)

Office Use Only

Appointment Date _____

Term Start _____

Date of Resignation/
Term End _____

PUBLIC BODY APPLYING FOR

- | | |
|--|---|
| ☐ Town Council | ☐ Roads & Streets Committee |
| ☐ Planning & Zoning Commission | ☐ Industrial Development Authority |
| ☐ Board of Adjustment | ☐ Municipal Property Corporation |
| ☐ Parks & Recreation Advisory Board | |
| ☐ Other <u>ADVISORY AND APPEALS BOARD</u> | |

NAME CHARLES MERRITT

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS SAME

PHONE #s [REDACTED]

EMAIL [REDACTED]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 20 YEARS

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)? ☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE? ☐ YES ☒ NO

If Yes, what is the employee's name? _____

**Please respond to the questions on the second page.
Attach a separate sheet if necessary.**

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

YAVAPAI COUNTY BUILDING SAFETY ADVISORY & APPEALS BOARD 12 YRS
CHINO VALLEY PLANNING & ZONING COMMISSION 11 YRS

Why you would like to be appointed to this position?

TO SERVE THE COMMUNITY BY UTILIZING MY EXPERIENCE
IN THE CONSTRUCTION INDUSTRY.

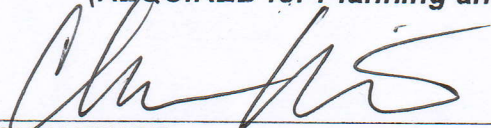
What do you believe is the key responsibility of this position?

TO ASSIST THE BUILDING DEPT. WITH REVIEWING
AND ADOPTING THE BUILDING CODES DURING CODE
CYCLE CHANGES.

What experience, skills, and qualities would you bring to this position?

- 49 YEARS IN THE CONSTRUCTION INDUSTRY
- LICENSED RESIDENTIAL & COMMERCIAL CONTRACTOR STATE OF ARIZ.
- AS A LONG TERM MEMBER OF THE YAVAPAI CO. ADVISORY BOARD I CAN BRING THAT EXPERIENCE FORWARD TO HELP START THIS NEW BOARD.
- LONG TERM MEMBER OF THE YAVAPAI CONTRACTORS ASSOC. BOARD
- RESIDENT OF YAVAPAI CO. SINCE 1979

Please attach a RESUME or SUMMARY of related previous experience, if applicable
(REQUIRED for Planning and Zoning Commission & Board of Adjustment).


SIGNATURE

1-3-2023
DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.



Town of Chino Valley

**APPLICATION FOR
PUBLIC BODY APPOINTMENT**
(Council, Commissions, Boards, Committees)

Office Use Only

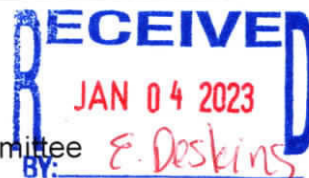
Appointment Date _____

Term Start _____

Date of Resignation/
Term End _____

PUBLIC BODY APPLYING FOR

- | | |
|--|---|
| ☐ Town Council | ☐ Roads & Streets Committee |
| ☐ Planning & Zoning Commission | ☐ Industrial Development Authority |
| ☐ Board of Adjustment | ☐ Municipal Property Corporation |
| ☐ Parks & Recreation Advisory Board | ☒ Building Advisory Board |
| ☐ Other _____ | |



NAME Ken Mohn

RESIDENCE ADDRESS _____

MAILING ADDRESS _____

PHONE #s _____

EMAIL _____

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☐ YES

☒ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 30+ years

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?

☒ YES

☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☐ YES

☒ NO

If Yes, what is the employee's name? _____

**Please respond to the questions on the second page.
Attach a separate sheet if necessary.**

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

No

Why you would like to be appointed to this position?

To support the Building Department.

What do you believe is the key responsibility of this position?

To review codes, and provide practical input.

Most of the codes I deal with have to conform to fire, life and safety.

What experience, skills, and qualities would you bring to this position?

About 40 years of being a licensed Architect.

***Please attach a RESUME or SUMMARY of related previous experience, if applicable
(REQUIRED for Planning and Zoning Commission & Board of Adjustment).***

Ken Mohn

SIGNATURE

01 04 2023

DATE

***Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.***



Town of Chino Valley

**APPLICATION FOR
PUBLIC BODY APPOINTMENT**

(Council, Commissions, Boards, Committees)

Office Use Only

Appointment Date _____

Term Start _____

Date of Resignation/
Term End _____

RECEIVED
JAN 04 2023
BY: E. Perkins

PUBLIC BODY APPLYING FOR

- | | |
|--|---|
| ☐ Town Council | ☐ Roads & Streets Committee |
| ☐ Planning & Zoning Commission | ☐ Industrial Development Authority |
| ☐ Board of Adjustment | ☐ Municipal Property Corporation |
| ☐ Parks & Recreation Advisory Board | ☒ Building Advisory Board |
| ☐ Other _____ | |

NAME STERLING SKIPPER

RESIDENCE ADDRESS _____

MAILING ADDRESS _____

PHONE #s _____

EMAIL _____

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☐ YES ☒ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 30 YEARS

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)? ☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE? ☐ YES ☒ NO

If Yes, what is the employee's name? _____

**Please respond to the questions on the second page.
Attach a separate sheet if necessary.**

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

NO

Why you would like to be appointed to this position?

I FEEL THAT I HAVE ALOT OF KNOWLEDGE REGARDING CONSTRUCTION PROCESSES AND CODE KNOWLEDGE THAT COULD HELP IN MAKING FUTURE CODE OR BUILDING PROCESSES IN THE AREA.

What do you believe is the key responsibility of this position?

TO GIVE INPUT AND IDEAS TO MAKE SURE THAT IMPORTANT BUILDING PROCESSES ARE IN PLACE TO PROTECT THE TOWN AND THE CLIENTS.

What experience, skills, and qualities would you bring to this position?

30+ YEARS AS AN ELECTRICAL CONTRACTOR
15+ YEARS AS A SUPERINTENDANT FOR A GENERAL CONTRACTOR.
SERVED ON A FEW BUILDERS ADVISORY BOARDS IN THE AREA.

Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).

SIGNATURE

DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.



Town of Chino Valley

APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

Office Use Only

Appointment Date _____

Term Start _____

Date of Resignation/
Term End _____

PUBLIC BODY APPLYING FOR

- | | |
|--|---|
| ☐ Town Council | ☐ Roads & Streets Committee |
| ☐ Planning & Zoning Commission | ☐ Industrial Development Authority |
| ☐ Board of Adjustment | ☐ Municipal Property Corporation |
| ☐ Parks & Recreation Advisory Board | ☒ Building Advisory Board |
| ☐ Other _____ | |

RECEIVED
JAN 04 2023
BY: E. Pedraza

NAME ERIC FERKETICH

RESIDENCE ADDRESS _____

MAILING ADDRESS SAME AS ABOVE

PHONE #s _____

EMAIL _____

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 28 YRS

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)? ☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE? ☐ YES ☒ NO

If Yes, what is the employee's name? _____

**Please respond to the questions on the second page.
Attach a separate sheet if necessary.**

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

No

Why you would like to be appointed to this position?

TO HELP MAKE FUTURE CODES & BUILDING
PROCESSES BETTER FOR THE TOWN AND MAKE
THE EXPERIENCE A POSITIVE FOR THE PUBLIC

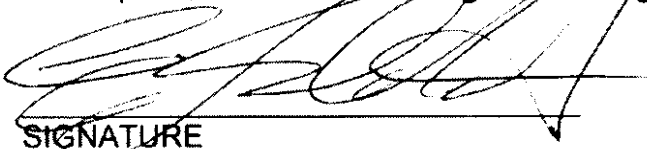
What do you believe is the key responsibility of this position?

TO HELP BY ADDING OPINIONS BASED
ON EXPERIENCE & KNOWLEDGE

What experience, skills, and qualities would you bring to this position?

HAVE BEEN CONTRACTING IN ARIZONA
FOR 40 YRS.

**Please attach a RESUME or SUMMARY of related previous experience, if applicable
(REQUIRED for Planning and Zoning Commission & Board of Adjustment).**



SIGNATURE

1/3/2023

DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net.