



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, June 23, 2015
6:00 P.M.

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Town of Chino Valley and recognition of the Finance Department.

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

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

- a. Comments regarding the paving of Lazy Loop Drive.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

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

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to approve the Indigent Legal Services Contract with Brian Pursell to provide legal defense services for indigent defendants in the Chino Valley Municipal Court, funds are budgeted in the Professional Services Line Item in the Municipal Court Budget. (Ronda Apolinar, Court Administrator)
- b. Consideration and possible action to approve an Intergovernmental Agreement (IGA) between the Town of Chino Valley and Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns. (Joe Duffy, Finance Director)
- c. Consideration and possible action to approve the annual Intergovernmental Agreement (IGA) for the Establishment of Unified Emergency Management between the Town of Chino Valley and Yavapai County, and authorize payment of the annual dues in the amount of \$4,651.00, funds are budgeted for in the Non-Departmental Budget. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to accept the May 12, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)
- e. Consideration and possible action to accept the May 26, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)
- f. Consideration and possible action to accept the May 28, 2015 special meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. Consideration and possible action to appoint a representative to the Northern Arizona Council of Governments (NACOG) Regional Council. (Mayor Chris Marley)

Recommended Action: Appoint a representative to NACOG Regional Council, per Council discussion.

- b. Public Hearing and consideration and possible action to adopt Resolution No. 15-1061, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016, pursuant to Section 48-616, Arizona Revised Statutes, as amended provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. The districts are accounted for in a separate fund by the Town. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold a Public Hearing; and (2) Approve Resolution No. 15-1061, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016.

- c. Public Hearing and consideration and possible action to approve Resolution No. 15-1062 adopting a Final Budget for fiscal year 2015-2016, and proposed expenditure limitation for the same year, in the amount of \$29,937,400. (Joe Duffy, Finance Director)

Recommended Action: (1) Hold public hearing; and (2) Approve Resolution No. 15-1062 adopting a Final Budget and proposed expenditure limitation for fiscal year 2015-2016 in the amount of \$29,937,400.

- d. Consideration and possible action to review the paving of Chino Meadows Unit 5 Community Development Block Grant Project. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Move to direct staff under the CDBG Paving Project to include Lazy Loop Drive and exclude Cottonwood Lane between Javelina Path and Grasshopper Lane, and Cottonwood Lane from Porcupine Pass south to the wash
or

Move to direct staff under the CDBG Paving Project to include Lazy Loop Drive and exclude Center Street from Cottonwood Lane to Lazy Loop Drive, and Cottonwood Lane from Porcupine Pass south to the wash
or

Move to approve Change Order Number 1 to Fann Contracting in an amount not to exceed \$50,495.00 to pave Chino Meadows Unit 5 as defined in the base bid of the contract and authorize staff to move funds from the contingency fund to the grants fund for this project
or

No action.

- e. Consideration and possible action to adopt Ordinance No. 15-798 amending the Unified Development Ordinance (UDO), Chapter 1 Section 1.7 Site Plan Review Committee; Section 1.8 Enforcement; and 1.9 Review and Approval Process. (Ruth Mayday, Development Services Director)

Recommended Action: Adopt Ordinance No. 15-798 amending the Unified Development Ordinance, Sections 1.7, 1.8, and 1.9.

- f. Consideration and possible action to adopt Ordinance No. 15-797 amending Unified Development Ordinance (UDO) Section 1.9.2 (e) Protests to require all letters of protest for zoning changes to be submitted at least three (3) business days before the day of the meeting. (Ruth Mayday, Development Services Director)

Recommended Action: Adopt Ordinance No. 15-797 amending UDO Section 1.9.2 (e) to require all letters of protest to text amendments and zoning changes to be submitted to the clerk's office at least three (3) business days prior to the date of the meeting.

8. EXECUTIVE SESSION

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

- a. Pursuant to A.R. S. § 38-431.03(A)(1) for discussion or consideration of appointment, assignment, and salary of Catherine Kelley as Presiding Magistrate of the Chino Valley Municipal Court. (Phyllis Smiley, Town Attorney; Laura Kyriakakis, Human Resources Director).

9. ACTION ITEMS RESUMED

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

- a. Consideration and possible action to: (i) appoint Catherine Kelley as Presiding Town Magistrate; (ii) approve the proposed contract with Catherine Kelley for magistrate services; (iii) swear in Catherine Kelley as Presiding Town Magistrate. (Phyllis Smiley, Attorney; Laura Kyriakakis, Human Resources Director)

Recommended Action: Appoint Catherine Kelley to serve as Presiding Magistrate Judge for the Chino Valley Municipal Court and to approve the proposed contract for magistrate services, effective June 25, 2015 and expiring on June 30, 2017.

10. ADJOURNMENT

Dated this 18th day of June, 2015.

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

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

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

CERTIFICATION OF POSTING

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

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

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. a.

Meeting Date: 06/23/2015
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Town of Chino Valley and recognition of the Finance Department.

SITUATION & ANALYSIS:

See attached overview.

Attachments

CAFR Award Overview

The **Certificate of Achievement for Excellence in Financial Reporting** has been awarded to **the Town of Chino Valley** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. Only 11% of Cities and Towns in the US receive the award.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

This is the first time the Town of Chino Valley has received this award.

The award of Financial Reporting Achievement has been awarded to the Finance Department of Chino Valley for preparing the award-winning CAFR. Congratulations to Joe Duffy, Cindy Sandlin, and Kat Lordi for this significant achievement.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 06/23/2015
Contact Person: Ronda Apolinar, Court Administrator
 Phone: 928-636-2646 x-1289
Department: Municipal Court
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: Municipal Court

AGENDA ITEM TITLE:

Consideration and possible action to approve the Indigent Legal Services Contract with Brian Pursell to provide legal defense services for indigent defendants in the Chino Valley Municipal Court.

RECOMMENDED ACTION:

Approve the Indigent Legal Service Contract with Brian Pursell in the amount of \$15,000.00 to provide legal defense services for indigent defendants in the Chino Valley Municipal Court.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-45-5212
Available: \$15,000
Funding Source:

Funds are budgeted in the Professional Services Line Item in the Municipal Court Budget

Attachments

2015-2016 Indigent Legal Service Contract

**INDIGENT LEGAL SERVICES AGREEMENT
Chino Valley Municipal Court Misdemeanors**

This Agreement by and between the Town of Chino Valley, hereinafter called "Town," and **Brian Pursell** hereinafter called "Attorney."

RECITALS

WHEREAS, the Town and the Chino Valley Municipal Court in and for the County of Yavapai, hereinafter called "Court," have determined that execution of Indigent Legal Services Agreements with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6 of the Rules of Criminal Procedure for Arizona and for certain other types of legal proceedings; and

WHEREAS, the Court and Town have determined that Attorney is licensed to practice law in the State of Arizona and is competent to provide legal services as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE TOWN

A. **Compensation.** For services rendered pursuant to this Agreement, Town agrees to pay Attorney a Base Contract Amount of \$15,000.00 to provide legal services of up to thirty (30) hours per appointed case not to exceed Forty (40) cases which shall represent payment for all representation, ordinary expenses and related work necessary to provide indigent legal services. The Base Contract Amount shall be paid in twelve (12) equal payments on the last day of each month during the effective term of this Agreement.

B. **Compensation in Excess of Base Contract Amount.** Attorney shall be compensated in excess of the Base Contract Amount for the following.

1. **Extraordinary Expenses.** Included, but are not limited to, transcripts, audio and video tapes, depositions, expert witnesses, investigators and interpreters. Prior to incurring obligations for such expenditures, the Attorney shall apply to the Presiding Magistrate for approval of expense items. Reimbursement for extraordinary expenditures shall be made monthly upon submission of an itemized listing approved by the Presiding Magistrate. Failure to secure approval in advance for extraordinary expenditures may be grounds for denial by the Town of any claim for payment of such expenditures.

2. **Excess Hours.** If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Magistrate. The request shall contain at least the following:

a) *An itemized listing of the specific services provided up to the date of the request showing the amount of time spent on each item.*

- b) *A listing of the anticipated additional services required to complete the representation showing the amount of time to be required for each item.*
- c) *A specific explanation of the circumstances affecting the length and/or complexity of the trial court proceedings.*
- d) *Logs, time sheets and other activity records pertaining to the case.*

For on-going cases, billings for excess hours shall be submitted at intervals not to exceed 90 days unless a more frequent interval is specified by the Court. Additional compensation, if approved will be paid at the rate of \$110.00 per hour.

3. **Excess Cases.** Upon execution of this Agreement, Attorney may elect to accept case assignments in excess of Forty (40) assigned cases. The Attorney shall be compensated for each such assignment at the rate of \$250.00 per case to provide legal services of up to thirty (30) hours per appointed case. If the time required to represent an individual defendant is expected to exceed thirty (30) hours, the Attorney shall request approval of excess compensation from the Presiding Magistrate. Additional compensation, if approved will be paid at the rate of \$110.00 per hour.

C. **Non-Legal Tasks.** Total contract amounts and hourly rates paid to Attorney are intended to include services rendered by other persons including paralegals, clerks, secretaries or other support personnel. The Attorney shall not be compensated for any work performed by Attorney of a non-legal nature that would ordinarily be performed by support personnel, including specifically secretarial and clerical support work involved in preparing and transmitting documents, copying, organizing, filing or similar functions. Hours spent by Attorney performing non-legal tasks will not be included in calculation of compensation in excess of the contract amount as described in Section I (B) of this Agreement.

II. DUTIES OF ATTORNEY

A. **In General.** Attorney shall provide professional legal representation in the assigned cases based upon the express warranties that any person providing such representation pursuant to this Agreement is licensed to practice law in the state of Arizona and that such persons are qualified by reason of competence, training and experience to provide the designated indigent defense services.

B. **Good Standing.** During the term of the Agreement or any renewal thereof, Attorney will report any bar complaints, malpractice claims or lawsuits in which a determination, finding or decision adverse to the Attorney has been made to the Presiding Magistrate within five (5) working days of becoming aware of, or receiving notice of the existence or occurrence of such determination, finding or decision. Suspension or loss of the license to practice law in the State of Arizona shall immediately void this Agreement.

C. **Local Availability.** The Town and the Court expect that the Attorney will be fully prepared to provide effective representation to clients and an appropriate level of service to the Court and the justice system. Attorney agrees that, during the effective term of this Agreement, he/she will maintain office facilities within the boundaries of Yavapai County and that such facilities will be located and equipped to effectively discharge the duties and responsibilities set forth in this Agreement. It is understood and agreed that Attorney shall establish and maintain communications capability that will allow prompt receipt of and responses to electronic communications including, but not limited to telephone and facsimile, and that Attorney will be available to receive and promptly respond to such communications. The Attorney further agrees to be physically present in Yavapai County at such times as may be required to make court appearances and to meet with clients, justice system personnel and other parties as necessary or to make provisions for substitute representation as specified in Section II(G) of this Agreement.

D. **Acceptance of Assignments.** The Attorney agrees to accept cases appointed by the Court during the effective term of this Agreement unless Attorney is not ethically permitted to accept the representation under the Arizona Rules of Professional Conduct. It is understood and agreed that the Base Contract Amount is based upon provision of services for the specified number of cases. The Attorney shall represent assigned indigent defendants throughout their trial court proceedings subject to withdrawal or substitution only as provided in this Agreement or in accordance with Rule 6.3, Arizona Rules of Criminal Procedure. The duty of representation continues until each case is terminated by dismissal, acquittal, and sentence, suspension of sentence or imposition of terms of probation and shall include any necessary post verdict proceedings pursuant to Rule 24, Arizona Rules of Criminal Procedure.

E. **Representation of Defendants.** Upon notification of an assignment of an indigent defendant, the Attorney shall promptly initiate personal contact with that defendant and shall maintain a frequency and nature of such contacts as are reasonably deemed necessary to provide effective representation until the case is terminated as provided in Section II (D) of this Agreement. The Attorney shall be responsible for representation of each defendant at all court proceedings as required. The Attorney shall use reasonable diligence to notify each indigent defendant of necessary court appearances and of any court actions taken as a result of the defendant's non-appearance.

F. **Indigent Status.** Assignment of a defendant, pursuant to this Agreement, is based upon an initial court determination that the subject defendant is legally indigent. In the event there is a redetermination of the indigent status of any assigned defendant and the Attorney is, thereby, permitted to withdraw as a court-appointed attorney, Attorney agrees not to represent that person in that case for a private fee without prior approval of the assigned trial Magistrate. The Attorney shall not accept a private fee without full disclosure of the terms of this Agreement to the client and shall notify the assigned trial Magistrate of the arrangements made for the private fee. The Attorney shall not solicit a private fee from any indigent defendant.

G. **Substitute Representation.** The parties contemplate that, unless otherwise specifically provided in writing in this Agreement or attachments thereto, substantially all services to be rendered pursuant to this Agreement are to be provided by the designated Attorney. **The parties understand and agree that from time to time, illness, vacation or other circumstances may prevent the designated Attorney from providing some services personally. In that event, it shall be the responsibility of the Attorney to provide qualified substitute representation at no additional cost to the Town. All substitute attorneys not currently contracted to provide indigent legal services to the Town are subject to prior approval by the trial Magistrate. The Attorney shall not broker or subcontract cases or portions of cases to other attorneys.**

H. **Activity Records.** The Attorney agrees to maintain case logs, final disposition records, time sheets and other pertinent activity records, which shall include the number of days the case was open, the names of the officers involved in each case and any co-defendants for each assigned case and to transmit these records to the Presiding Magistrate upon request.

I. **No Additional Compensation.** Attorney may not solicit, accept, or agree to accept, private or additional compensation of any kind, including attorney's fees in any pending, terminated, or completed assignment pursuant to this agreement, other than compensation as specified in this Agreement, except as provided in subsection II (f). **Should attorney engage in any claim, lawsuit or other litigation against the Town, its officers, employees or agents, by any party arising from damages, injuries or other losses allegedly sustained by a person during arrest, incarceration and/or prosecution related to a case for which Attorney provided representation to that person. Attorney agrees to promptly notify the Town and Presiding Magistrate of the existence of such engagement. This provision does not require the Attorney to divulge specific or detailed information that would violate the Arizona Rules of Professional Conduct.**

III. INDEPENDENT CONTRACTOR STATUS

In performance of the duties set forth herein, it is mutually understood and agreed that the Attorney is, at all times, acting as an independent provider of indigent legal defense services. It

is further understood and agreed that Town shall not seek to exercise control or direction over the methods by which Attorney shall provide services to assigned defendants in individual cases excepting that Attorney does, by this Agreement agree to perform said duties in strict accordance with legal and ethical standards governing the provisions of legal services.

IV. TERM AND TERMINATION

A. **Effective Term of Agreement.** Unless otherwise specified, the effective term of each Agreement shall run from July 1, 2015 through June 30, 2016.

B. **Termination of Agreement; General.** The town may terminate this Agreement without cause and in its sole discretion, upon thirty (30) days written notice to the Attorney. The Attorney may terminate this Agreement without cause and in his/her sole discretion upon thirty (30) days written notice to the Town and the Presiding Magistrate. If this Agreement is terminated by either party pursuant to this Section IV (B), Attorney shall complete representation of all indigent defendants previously assigned, as provided in Section II (D) of this Agreement, unless Attorney is given permission to withdraw by the Presiding Magistrate.

Receipt of permission to withdraw shall not terminate Attorney's financial liability for the costs of completion of representation for all cases assigned prior to the effective date of termination.

Attorney's liability upon termination shall include all costs incurred by the Town to retain substitute counsel as needed to complete representation of clients and any other costs associated with such representation that would not have been incurred had Attorney completed representation pursuant to this Agreement. It is understood and agreed that, upon notice of termination, or at such time when it reasonably appears that Attorney may be unwilling or unable to perform pursuant to this Agreement, the Town may, in its sole discretion, withhold any amounts then or subsequently owed to Attorney pursuant to this Agreement pending a final determination of the costs of completion of representation. Upon such final determination, the amounts owed, less costs of completion, shall be paid to Attorney.

V. TEMPORARY MODIFICATIONS.

In the event that circumstances arise which prevent Attorney from providing effective assistance of counsel, Town representatives and the Presiding Magistrate may confer with the Attorney to identify the issues and attempt to resolve any problems. The Town may make temporary modifications of the Agreement to the extent that the legitimate interests of the parties and the interests of justice may be served thereby.

VI. APPROVALS

Town Attorney:

Date: _____

Town:

By:

Title:

Date: _____

Court Appointed Attorney:

Date: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. b.

Meeting Date: 06/23/2015
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Intergovernmental Agreement with the Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax.

RECOMMENDED ACTION:

Recommend the approval of an Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

SITUATION AND ANALYSIS:

Issue Statement

This Intergovernmental Agreement (IGA) was negotiated with the Department of Revenue (DOR) by city representatives included a finance director, a tax administrator, and two attorneys, along with assistance from the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute was recently modified for the purpose of tax simplification with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute now requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into a new Intergovernmental agreement (IGA) with each city and town to reflect these changes and clearly define the working relationship between DOR and Arizona cities and towns.

State administration for the current self-collecting cities is predicated on DOR having the capability to provide an electronic means for collecting and distributing detailed taxpayer information including specific gross receipts and deductions by classification and by business location. This IGA intends to

cover all aspects of administration after DOR takes over for all cities and towns, but it also includes language allowing self-collecting cities to continue their own tax and license programs until such time that DOR is able to perform the administrative functions documented in statute.

Although tax simplification will have the greatest impact on those cities and towns that are currently self-collecting local taxes, there are also considerable improvements for cities and towns in the State collection program as a result of simplification, particularly in the form of receiving much more detailed taxpayer data.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process we will follow in the event of a disclosure. There is also clarified and simplified guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR, and identifies in detail a series of new reports DOR will soon provide to all cities, both of which will serve to greatly expand the data available to the city for analysis purposes.

The first changes related to tax simplification that went into effect were new rules dealing with auditing, which DOR and the cities began following in January 2105. The IGA formalizes both the concepts included in statute and the main concepts used in practice by auditors in the field.

Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR will lead all multi-jurisdictional audits, coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

Most importantly, the new IGA provides for a formal review process using the new "State and Local Uniformity Group" made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The terms of this IGA run on an annual basis from July 1, 2015 through June 30, 2016 and it renews automatically each year. Either party has the right to reopen and renegotiate the terms according to provisions within the agreement.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

ADOR IGA 6 2 15

Appendix A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF CHINO VALLEY, ARIZONA

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the Town of Chino Valley, an Arizona municipal corporation, hereinafter referred to as Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of Town, to approve and authorize Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and Town enter into this intergovernmental agreement as follows:

1. **Definitions**

- 1.1 **A.R.S.** means the Arizona Revised Statutes.
- 1.2 **Adoption of an Ordinance** means final approval by majority vote of the Town council.
- 1.3 **Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 **Closing Agreement** means an agreement to compromise or settle a tax liability.
- 1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

- 1.6 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and Town.
- 1.7 Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.
- 1.9 Modification** means a change to an assessment required or authorized by statute.
- 1.10 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 State** means the State of Arizona.
- 1.12 State and Local Uniformity Group (“SLUG”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from Town. The Department shall inform Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to Town at jduffy@chinoaz.net. The Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.
- 2.2 Use of Information:** Any Taxpayer Information released by Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**

- (a) Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.
- (b) Town shall provide the Department with a copy of any ordinance adopted by Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after Town provides notice to the Department unless Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from Town. Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. Town shall also include with the notice a list of businesses Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from Town of the annexation.

- 2.4 Development and Impact Fees:** Upon request, Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- 2.5 Audits:** Upon request by the Department, Town shall allow inspections and copies of any Town tax audits.
- 2.6 Other Information:** Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
- 2.7 Statutory Authority:** The disclosure of confidential Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to Town.

- 3.1 Qualified Recipients of Information:** Town shall provide a list of the names and job titles of Town employees and any independent auditors acting on behalf of

Town authorized to receive Confidential Information. Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a Town employee or independent auditor whose name is not included on this list. The Department may contact Town with any questions related to qualified recipients by contacting Joe Duffy, Finance Director, jduffy@chinoaz.net.

3.2 Suspension of Information: The Department will not withhold Confidential Information from Town so long as Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
- (d) If the Department has information to suggest Town has violated the Confidentiality Standards, the Department may inspect Town's records, facilities, and equipment to confirm whether there has been a violation.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to Town. In addition to the information detailed in Appendix B, Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify Town received all revenues collected by the Department on behalf of Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of Town.

(a) Non-Program Town: If Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and Town pertaining to Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail

behind the JT2 and TPT2 will be provided to Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for Town in accordance with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
- (b) Provide additional training when practical;
- (c) Notify Town of any training sessions at least thirty calendar days before the date of the training session;
- (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
- (e) Permit Town auditors and supervisors to attend any scheduled training as space permits at designated training location; and
- (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or Town while employed or in an independent contractor relationship with the Department or Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or Town.

- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or Town, work in the same firm as a person who represents a taxpayer against the Department or Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) Town may conduct an audit of a taxpayer engaged in business only in Town. Before commencing such audit, Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide Town with a written response within fifteen calendar days of the notice from Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A Town auditor may participate in any audit Town requested the Department to perform.
- (c) Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by Town, but not a taxable activity under State law:
 - 1. Residential rentals;
 - 2. Commercial rentals;
 - 3. Speculative Builders; or
 - 4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify Town of its determination within thirty calendar days. No initial audit contact may occur between Town and a taxpayer until the Department approves the audit notice.

- (d) Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the

Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify Town of the decision regarding the request within thirty calendar days of receipt of the request.

- (e) The Department may deny a request for an audit for the following reasons:
 1. An audit is already scheduled or planned for the taxpayer within six months of the request;
 2. The requested audit would interfere with strategic tax administration planning;
 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
 5. The Taxpayer was audited within the previous two years;
 6. The Department lacks sufficient resources to conduct the audit; or
 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by Town.
- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify Town of all refund requests that are processed involving Town's Municipal Taxes within thirty calendar days of processing the refund. Town may request an audit of the taxpayer as set forth in Section 4.3 above. .
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within Town's taxing jurisdiction and may request that Town assign an auditor to assist with such reviews.
- (d) Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to Town. The Department may offset a remittance to Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify Town of any appeals within 30 days of receipt of the protest.

4.6 Notice of Resolution: The Department shall notify Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.

4.7 Status Reports: The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. Town may request to be kept informed of voluntary disclosure agreements involving Town Municipal Tax. If Town makes that request, the Department will notify Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for Town Municipal Tax. The Department of Revenue shall provide Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information Town obtains through its own efforts may be disclosed as allowed by applicable Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

7.1 Approval - The Department shall notify Town before entering into a Closing Agreement related to the tax levied and imposed by Town. The Department shall seek approval from either Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only Town, then the Department will attempt to obtain approval from Town first, and will only seek approval from

SLUG if Town is unresponsive or the Department and Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.

- 7.2 **Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

- 8.1 Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of Town and Town shall assist in such representation as may be requested by the Department.
- 8.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 Mutual Cooperation:** The Department and Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by Town.
- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.
- 9.5 Funds Owed to Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for Town Municipal Taxes will be considered property of Town. The Department may not retain or fail to remit such funds to Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.
- 11.2 Notice:** The Department shall notify Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.
- 11.3 Dispute Resolution:** Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S.

§ 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

- 13.1 Members:** The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.
- 13.2 Selection:** The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.
- 13.3 Meetings:** SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.
- 13.4 Issues:** Town may refer issues to SLUG involving the following:
 - (a) Decisions by the Department to not audit a taxpayer;
 - (b) Amendments to Department audit procedures or manuals;
 - (c) Closing Agreements or a range of settlement authority;

- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department; and
- (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

- 13.5 Recommendations:** SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.
- 13.6 Voting:** Voting shall be by secret ballot.
- 13.7 Procedures:** SLUG may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by Town.

- 14.1 Funding:** At the sole discretion of Town, Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to Town. Such additional auditors funded by Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of Town. It is the parties' intention that Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.
- 14.2 Use of Funds:** Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.
- 14.3 Pool of Funds:** The Department may pool any Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.
- 14.4 Accounting:** The Department shall provide an annual accounting to Town, by August 31 each year describing how Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

- 15.1 Funding:** Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by Town.
- 15.2 Requirements:** Any Department employee using a Town satellite office must meet reasonable requirements of Town related to the use of the facility. Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 15.3 Termination:** Once a satellite office is established, Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to Town and shall promptly remove all Department property.
- 15.4 License:** All requirements of Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to Town paid by a taxpayer for Municipal Taxes or tax license fees of Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

- (a) When any Notice to Town is required under the terms of this Agreement, such Notice shall be mailed to Town at the following address, directed to the attention of:

Town of Chino Valley
Attn: Finance Director
202 N. State Route 89
Chino Valley, Arizona 86323

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

- 21.1** The Department and Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”
- 21.2** A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.
- 21.3** The Department and Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that

any lawsuit filed by Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or Town charter on behalf of Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.
- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.
- 28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

- 31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature _____ Date _____	Signature _____ Date _____
Typed Name and Title _____	Typed Name and Title _____
Entity Name _____	Entity Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR TOWN ATTORNEY:
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. MARK BRNOVICH The Attorney General _____ Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY: _____ Phyllis Smiley, Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C., TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths	
		Finite Fields	Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A	P = 2048	N: 224-255 and H=14 N: 256-383 and H=16
	SP 800-135	Q = 224 or 256	N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224	SHA-224	SHA-1
SHA-256	SHA-256	SHA-224
SHA-384	SHA-384	SHA-256

SHA-512	SHA-512	SHA-384 SHA-512
---------	---------	--------------------

1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	$p \geq 2048$ $q = 224$	$p \geq 2048$ $q = 224$	≥ 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	≥ 112 bits
ECDSA	FIPS 186-4	224	224	≥ 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	≥ 112 bits	≥ 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
 City Payment Journal Summary;
 New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o Update Date
- o ID Type
- o ID
- o Account ID
- o Entity Name
- o Ownership Type
- o License ID
- o OTO/Applied For indicator
- o Bankruptcy Indicator
- o Filing Frequency
- o Issue Date
- o Account Start Date
- o Business Start Date
- o Arizona Start Date
- o Doc Loc Nbr
- o Accounting Method
- o Close Date
- o Close Code
- o Business Description
- o NAICS1
- o NAICS2
- o NAICS3
- o NAICS4
- o Mailing Street1
- o Mailing Street2
- o Mailing Street3
- o Mailing City

- o Mailing State
- o Mailing ZIP
- o Mailing Country
- o Mailing Phone Number
- o Mailing Address Add date
- o Mailing Address End Date
- o Audit Street1
- o Audit Street 2
- o Audit Street 3
- o Audit City
- o Audit State
- o Audit Zip
- o Audit Country
- o Audit Phone Number
- o Audit Address Add Date
- o Audit Address End Date
- o Location Code
- o Business Codes
- o Location Name (DBA)
- o Number of Units
- o Location Street 1
- o Location Street 2
- o Location Street 3
- o Location City
- o Location State
- o Location Zip
- o Location Country
- o Location Phone Number
- o Location Start Date
- o Location End Date
- o Primary Location Street 1
- o Primary Location Street 2
- o Primary Location Street 3
- o Primary Location City
- o Primary Location State
- o Primary Location Zip Code
- o Primary Location Country
- o Primary Location Phone Number
- o Primary Location Start Date
- o Primary Location End Date
- o Owner Name
- o Owner Title
- o Owner Name 2
- o Owner Title 2
- o Owner Name 3
- o Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Period End Date
- o Payment received date
- o Return received date
- o Payment process date
- o Return process date
- o Filing Frequency
- o License ID
- o Entity Name
- o Location Code
- o Location Name (DBA)
- o Location Street 1
- o Location Street 2
- o Location Street 3
- o Location City
- o Location State
- o Location Zip
- o Location Country
- o NAICS
- o Business Code
- o Doc Loc Nbr
- o Pmt Loc Nbr
- o Gross Receipts
- o Total Deductions
- o Tax or Fee Collected
- o P & I Collected
- o Audit Collections
- o Tran Type
- o Tran Subtype
- o Rev Type

CITY PAYMENT JOURNAL SUMMARY

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Business Code
- o Number of Accounts

- o Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- o Region Code
- o GL Accounting Period
- o Period End Date
- o Payment received date
- o Return received date
- o Payment process date
- o Return process date
- o Filing Frequency
- o License ID
- o Entity Name
- o Location Code
- o Location Name (DBA)
- o Location Street 1
- o Location Street 2
- o Location Street 3
- o Location City
- o Location State
- o Location Zip
- o Location Country
- o NAICS
- o Business Code
- o Doc Loc Nbr
- o Pmt Loc Nbr
- o Gross Receipts
- o Total Deductions
- o Tax or Fee Collected
- o P & I Collected
- o Audit Collections
- o Tran Type
- o Tran Subtype

DEDUCTION REPORT

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Period End Date
- o License ID
- o Entity Name

- o Location Code
- o Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- o Deduction Code
- o Deduction Amount
- o Tran Type
- o Tran Subtype
- o Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Period End Date
- o Payment Received Date
- o Return Received Date
- o Payment Processed Date
- o Return Processed Date
- o License ID
- o Entity Name
- o Location Code
- o Location Name (DBA)
- o Business Code
- o Doc Loc Nbr
- o Fund Allocation Code
- o Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- o Region Code
- o Run Date
- o Report Start Date
- o Report End Date
- o GL Accounting Period
- o Fund Allocation Code
- o Amount Distributed

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. c.

Meeting Date: 06/23/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Town wide

AGENDA ITEM TITLE:

Consideration and possible action to approve the annual Intergovernmental Agreement (IGA) for the Establishment of Unified Emergency Management between the Town of Chino Valley and Yavapai County for fiscal years July 1, 2015 through June 30, 2020; and authorize payment of the annual dues in the amount of \$4,651.00.

RECOMMENDED ACTION:

Approve IGA between the Town and Yavapai County for emergency management services and authorize payment of the annual dues.

SITUATION AND ANALYSIS:

The Town of Chino Valley has entered into an annual intergovernmental agreement with Yavapai County Office of Emergency Management for many years. The County and Town work together in developing plans to handle emergencies and disasters. The County assists the Town with its emergency planning and operations and includes the Town in its own emergency plan.

Some benefits provided to the Town during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (amateur radio)
- Monitor and assist with compliance on Homeland Security training and reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5554

Available: \$5,000.00

Funding Source:

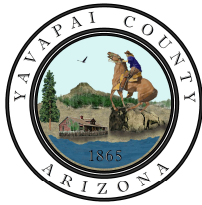
Funds are budgeted for in the Non-Departmental Budget.

Attachments

IGA Cover Letter

IGA for Unified Emergency Management

IGA Invoice



YAVAPAI COUNTY
Office of Emergency Management

1100 Commerce Drive, Prescott, Arizona 86305

Phone (928) 771-3321

Fax (928) 771-3323

www.regionalinfo-alert.org

May 28, 2015

Ms. Jami Lewis, Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Re: Annual Unified Emergency Management IGA

Dear Ms. Lewis:

Enclosed is the Unified Emergency Management Intergovernmental Agreement (IGA) for fiscal years July 1, 2015 through June 30, 2020. Please obtain the appropriate signatures and **return three originals of the signature page to the office of Yavapai County Emergency Management by June 25th, 2015.**

The IGA will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the City during the past year include:

- Notification of hazardous conditions
- Update of Disaster Response Plan
- Completion of the Multi-Jurisdictional Hazard Mitigation Plan
- Completion of the Communities Wildland Protection Plan
- On call status 24/7
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost
- Exercise Development

Please forward the attached invoice to your Finance Department. Please remit payment to Yavapai County Office of Emergency Management no later than October 31st, 2015.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Denny Foulk, M.S., EMHS
Emergency Manager
Yavapai County Office Emergency Management

Enclosures

Master Agreement**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made and entered into this _____ day of _____ 2015, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and _____, hereinafter called "Public Agency", per A.R.S. §11-951.

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage an unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to A.R.S. §§11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Public Agency shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Public Agency. See Attachment "B" for a list of definitions and Attachment "C" for a comprehensive list of services provided (incorporated herein by reference).
2. The unified emergency management organization is hereby designated as the Yavapai County Emergency Management Interagency Coordination Committee.
3. The County will perform the following services with the Public Agency:
 - a. Planning:
 1. Include emergency operations of the Public Agency in the County Emergency Operations Plan (EOP) covering emergencies and disasters;
 2. Review and assist in the development of the Public Agency Emergency Operations Plan for completeness, compatibility, alignment, and compliance with the National Incident Management System (NIMS), County Emergency Operations Plan, State Emergency Operations Plans, and provide improvements and updates as necessary.
 3. Provide assistance to the Public Agency to develop/update emergency management plans, procedures, and programs in each of the following areas (such list not to be exclusive): Emergency Operations Planning,

Master Agreement

- Continuity of Government, Emergency Evacuation, Shelter, Recovery, Mitigation, Access and Functional Needs, Warning and Public Information, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Public Agency departments affected by said plans and programs;
4. Assist the Public Agency with developing and/or updating a current inventory of all equipment and supplies available in the Local Jurisdiction for use in the event of any disaster;
 5. Provide a current inventory of all equipment and supplies available in the County to assist the Public Agency in the event of any disaster.
- b. Training and Exercise: As Federal, State, or Local funds are available, and/or cooperative agreements, the County in its discretion will provide emergency management all hazards training and exercise opportunities for the Public Agency in accordance with the Multi Year Training and Exercise Plan (MYTEP).
 - c. Provide technical assistance in obtaining Federal or State funds which may become available to the Public Agency for emergency management/services purposes.
 - d. Assist in completing and submitting all report requirements emanating from State or Federal Government Emergency Management or Homeland Security Agencies;
 - e. Develop the Yavapai County Emergency Management Interagency Coordination Committee (see section 4a);
 - f. Disaster Support:
 1. Upon request by Public Agency officials, the County will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 2. In the event of disaster confined to the Public Agency Jurisdiction, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with the Yavapai County Emergency Operations Plan, mutual aid agreements, and State and/or Federal laws.
 3. In accordance with the Yavapai County Emergency Operations Plan, Yavapai County may activate an Emergency Operations Center (EOC) in support of an evolving incident, and/or in support of the Public Agency's EOC.
 4. At the request of the Public Agency, Yavapai County Emergency Management may open a unified EOC on the Public Agency's behalf. Cost share in accordance with federal and state law may apply (Stafford Act, 44CFR, and AAC title 8).

Master Agreement

5. Pass through all declarations for Emergency or Disaster to the State, in accordance with Stafford Act Authorities, 44 CFR, ARS title 26, and AAC title 8.
 6. Assist in all federal, state, or local recovery functions for the Public Agency.
4. The Public Agency shall:
- a. By this agreement become a member, and through appointment provide a representative to serve on the Yavapai County Emergency Management Interagency Coordination Committee:
 1. The purpose of the committee is to collaborate, coordinate, communicate, and integrate a strategic vision of emergency management for the County as well as the Public Agency, and provide necessary input for the development of a comprehensive emergency management program inclusive of a whole community.
 2. The Emergency Management Interagency Coordination Committee shall meet not less than once a quarter;
 3. The Public Agency shall appoint an Emergency Management Representative for the jurisdiction, who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the Public Agency's chief executive officer or governing body.
 4. The Committee shall ensure National Incident Management System (NIMS) compliance, in accordance with Homeland Security Presidential Directive 5 for the Public Agency, and adopt NIMS as the Public Agency's management system for disaster response by resolution.
 5. Representatives to the Yavapai County Emergency Management Interagency Coordination Committee must be NIMS compliant in accordance with HSPD-5, and have operational knowledge of their respective jurisdiction.
 - b. Planning:
 1. Accept joint responsibility to maintain and keep current the Yavapai County Emergency Operations Plan, appendices, and annexes as it relates to the Public Agency;
 2. Accept responsibility to maintain and keep current the Public Agency Emergency Operations Plan, appendices, and annexes;
 - c. Training and Exercise:
 1. As needed, make personnel available for training and exercises.
 2. Personnel backfill and overtime for training and exercises is the

Master Agreement

responsibility of the Public Agency.

d. Disaster Response/Support:

1. Request necessary and available assistance from the County with emergency management under normal and/or emergency or disaster conditions;
2. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Public Agency;
3. Notify Yavapai County Office of Emergency Management of any incident which requires activation of an EOC, sheltering of population exceeding 12 persons, resource requests outside of Yavapai County, or any incident which exceeds the Public Agency's capability to respond;
4. Coordinate resource requests with the County EOC;
5. Notify the County if a unified EOC is requested by the Public Agency. The Public Agency will make available personnel for Policy and Operational coordination to serve in the EOC. Other EOC staffing positions will be filled by the County as needed, in accordance with the Yavapai County Emergency Operations Plan (YC-EOP).

- e. In consideration of services provided: The Public Agency will budget and contribute to the County, per annum, for each fiscal year commencing July 1 and ending June 30, for the duration of the agreement, as shown in Exhibit A. Said amount shall be payable by the Public Agency to the County on or before October 31st of each year that this agreement remains in effect.

5. Additional Terms and Conditions:

- a. Representation: To foster an inclusive environment which benefits all parties, in the purpose of development of comprehensive emergency management program, the Yavapai County Office of Emergency Management will incorporate the Public Agency's appointed representative to the Yavapai County Emergency Management Interagency Coordination Committee;
- b. Director: The Yavapai County Office of Emergency Management shall be comprised of a County Emergency Manager, who shall serve as the Director of the County Emergency Management Interagency Coordination Committee, appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. Term: The term of this agreement is for five years commencing July 1, 2015, and ending June 30, 2020. Following the initial term, this agreement will automatically renew each year for an additional one year term unless it is terminated by either

Master Agreement

party by providing written notice of termination to the other party prior to expiration of the agreement.

- d. Amendment: This agreement may be amended from time to time by written agreement executed by all parties.
- e. Conflict of Interest Pursuant to A.R.S. §38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.
- f. Arizona Law: The law of Arizona applies to this IGA.
- g. Relationship of Parties: Neither party to this agreement shall be deemed to be the employee or agent of the other party to the IGA.
- h. Severability: If any provision(s) of this agreement is/are invalid, illegal, or unenforceable for any reason, all other provisions shall nevertheless remain in full force.
- i. Entire Agreement: This IGA represents the entire, integrated agreement between the parties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral.
- j. Compliance with Law: The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including but not limited to environmental laws.
- k. Immigration Law Compliance: Both parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies.
- l. Notices: All notices under this IGA must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2)

Master Agreement

facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as shown on the signature page.

- m. **Third Parties:** Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the Public Agency or the County. This IGA is not intended to benefit any thirdparty.
- n. **Indemnification:** Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this IGA.
- o. **Workers’ Compensation:** For purposes of workers’ compensation only, an employee of a party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific IGA, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- p. **Termination:** Either party may terminate this IGA with thirty (30) days written notice as provided herein. Any termination of this IGA shall not relieve either party of responsibility for costs incurred prior to the effective date of the termination.

Master Agreement

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
Craig L. Brown
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
ANA WAYMAN-TRUJILLO
County Clerk

Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
JACK FIELDS
Deputy County Attorney

Yavapai County Emergency Management Contact Information:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

(928) 771-3321 Office
(928) 713-3020 Cell 24/7
(928) 771-3323 Fax

Master Agreement

PUBLIC AGENCY

TOWN OF CHINO VALLEY

By: _____ Date: _____
CHRIS MARLEY
Mayor

ATTEST:

_____ Date: _____
JAMI LEWIS
City Clerk

Pursuant to A.R.S. §11-952(D), the undersigned has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Chino Valley.

_____ Date: _____
PHYLLIS SMILEY, Curtis, Goodwin, Sullivan, Udall & Schwab
City Attorney

Public Agency's Emergency Management Contact Information:

Attn: _____

() _____ Office
() _____ Cell

Please return this signature page to:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

Exhibit A

2010 Official Census Populations:

JURISDICTION	POPULATION	MULTIPLIED BY	TOTAL
Town of Camp Verde	10,873	0.43	\$4,675
Town of Chino Valley	10,817	0.43	\$4,651
Town of Clarkdale	4,097	0.43	\$1,762
City of Cottonwood	11,265	0.43	\$4,844
Town of Dewey-Humboldt	3,894	0.43	\$1,674
Town of Jerome	444	0.43	\$191
City of Prescott	39,843	0.43	\$17,132
Town of Prescott Valley	38,822	0.43	\$16,693
City of Sedona	10,031	0.43	\$4,313
Yavapai Prescott Indian Tribe	181	0.43	\$78

Exhibit B

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment C

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Emergency Operations Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- ☐ Other Emergency Management support as needed

RATE: \$.43 per person, per year based on the 2010 census.



**Yavapai County
Emergency Management**

1100 Commerce Drive
Prescott, AZ 86305

Bill To:

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

INVOICE

DATE: May 28th, 2015
INVOICE # 15528-2
FOR: ***Unified
Emergency
Management
Agreement***

DESCRIPTION	AMOUNT
Services provided by an IGA 2015-2016 to establish Unified Emergency Management with Yavapai County.	\$4,651.00
TOTAL	\$ 4,651.00

Make check payable to: **Yavapai County Emergency Management**
Due: October 31st, 2015

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. d.

Meeting Date: 06/23/2015

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

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the May 12, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the May 12, 2015 regular meeting minutes.

Attachments

May 12, 2015 minutes

DRAFT

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

**TUESDAY, MAY 12, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, May 12, 2015.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Pat McKee; Councilmember Lon Turner

Absent: Councilmember Don Wojcik

Staff Town Manager Robert Smith; Assistant Town Manager Cecilia Grittmann; Town Attorney Phyllis

Present: Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Police Officer Doug Garrett; Town Engineer/Public Works Director Ron Grittmann; Assistant Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Deputy Town Clerk Liz Hart; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m.

Councilmember Best gave the invocation; Mayor Marley led the Pledge of Allegiance.

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

- a) Proclamation declaring May 22-23, 2015 as "Poppy Days," sponsored by the American Legion Auxiliary. (Mayor Marley)

Mayor Marley read the proclamation and presented it to members of the Auxiliary.

- b) Proclamation declaring May 2015 as "Mental Health Month," sponsored by the West Yavapai Guidance Clinic. (Mayor Marley)

Mayor Marley read the proclamation and presented it to Tina Blake, Development Coordinator for West Yavapai Guidance Clinic.

3) **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Robert Lahey, resident, spoke about a meeting handout that he believed contained some misconceptions.

Annie Lane, resident, spoke positively about improvements to the Town's website.

4) **RESPONSE TO THE PUBLIC**

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

- a) Statement against industry and in support of taxing certain business operations.

Mayor Marley reported that while the statement was tongue-in-cheek, businesses did need to obtain a business license.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Vice-Mayor Croft reported on the May 2015 Citizens' Academy cancellation.

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

Development Services Director Mayday and Mr. Smith reported on the EDA issuing a non-binding letter of commitment to fund roads, water, and sewer to Old Home Manor.

6) **CONSENT AGENDA**

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

- a) Consideration and possible action to accept the April 14, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to accept the April 14, 2015 regular meeting minutes.

Vote: 6 - 0 PASSED

7) ACTION ITEMS

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

- a) Consideration and possible action to approve complaint and adopt resolution filed by Mayor Chris Marley against Councilmember Linda Hatch pursuant to Town Code Chapter 35 Code of Ethics, Section 35.04 Conduct in Public Office. (Vice-Mayor Croft)

Recommended Action: Adopt Resolution No.15-1055 censuring Councilmember Hatch for refusing to comply with certain records requests when such records did, in fact exist, and demanding that Councilmember Hatch comply with said requests by furnishing any missing documents to the Chino Valley Town Attorney within ten business days.

Vice-Mayor Croft reported that:

- Items 7a and 7b pertained to complaints regarding Code of Ethics violations. Item 7a was filed by Mayor Marley against Councilmember Hatch and item 7b was filed by Councilmember Hatch against Mayor Marley.
- Since Mayor Marley was involved in both complaints, the complaints were submitted to the vice-mayor, delivered to the town clerk for processing, and placed on the Council agenda for action.

Vice-Mayor Croft then reviewed the format and procedural rules for the hearing.

Mayor Marley presented his complaint, which alleged unethical behavior by Councilmember Hatch relative to activities of the Magistrate Evaluation Subcommittee and a subsequent refusal to produce related records in response to a records requests that he submitted.

Councilmember Hatch's attorney, Gary Kidd, presented her response, speaking about the reasons for Councilmember Hatch's actions as a member of the Magistrate Evaluation Subcommittee; a general lack of due process; problems with the complaint; inconsistencies with the allegations; problems with the public records request process; and the appearance that this action was retaliatory.

Mayor Marley and Mr. Kidd each presented brief rebuttals, summarizing the aforementioned points.

Council asked for Town Attorney Smiley's opinion about the complaint process. Ms. Smiley advised that while the ordinance adopting the complaint procedure was not yet effective, and the current Code only required that Council address the matter within 60 days, it was not illegal to have a hearing format, and while there was no option for censure in the Code, there was no legal effect from it.

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adopt Resolution No.15-1055.

Vote: 3 - 1 PASSED

NAY: Councilmember Pat McKee

Other: Mayor Chris Marley (RECUSE)

Councilmember Linda Hatch (RECUSE)

- b) Consideration and possible action to address a complaint filed by Councilmember Linda Hatch against Mayor Chris Marley pursuant to Town Code Chapter 35 Code of Ethics, Section 35.04 Conduct in Public Office. (Vice-Mayor Croft)

Recommended Action: Adopt Resolution No.15-1057 censuring Mayor Marley for refusing to comply with certain public records requests by denying that such records existed when they did in fact exist..

Town Clerk Lewis reported that Ordinance No. 15-796, which adopted procedures for ethics complaints, had not yet passed the 30-day enactment period. Therefore, the current procedures per Town Code Chapter 35 were being followed, which only required that Council consider the matter within 60 days. As Councilmember Hatch desired that the item be on the May 12 agenda, she followed Council's Rules of Procedure, Section 10(A) to obtain a co-sponsor and place the item on this agenda.

Councilmember Hatch presented her complaint, which alleged unethical behavior by Mayor Marley in that he refused to disclose records responsive to a records request that she submitted and one of which was later found during a search of the Town's email system.

Mayor Marley presented his response that he had his wife type up the resolution approved under item 7a and send it to the Town and he was not attempting to hide or modify it.

Councilmember Hatch presented her rebuttal stating that she believed there were more emails responsive to her request that remained undisclosed. Mayor Marley did not present a rebuttal.

Council noted that the town clerk received the email in question seven days prior to the records request.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Darryl Croft to censure.

Vote: 1 - 3 FAILED

NAY: Vice-Mayor Darryl Croft

Councilmember Mike Best

Councilmember Lon Turner

Other: Mayor Chris Marley (RECUSE)

Councilmember Linda Hatch (RECUSE)

Vice-Mayor Croft recessed the meeting at 6:59 p.m. and reconvened it at 7:14 p.m.

(During the break Councilmember Hatch tendered her resignation and left the meeting.)

- c) (i) Public Hearing regarding application from Noel Arturo Flores for a new Series 12 (Restaurant) Liquor License for Arturo's Mexican Restaurant, Inc., located at 900 S. State Route 89, Chino Valley.

(ii) Consideration and possible action to recommend approval for new Series 12 Liquor License application for Arturo's Mexican Restaurant. (Jami Lewis, Town Clerk)

Recommended Actions:

(i) Hold Public Hearing.

(ii) Recommend to the Arizona State Liquor Board that it grant a new Series 12 Liquor License application for Arturo's Mexican Restaurant. located at 900 S. State Route 89, Chino Valley.

Ms. Lewis reported that:

- Mr. Flores applied with the state for a new Series 12 Liquor License for Arturo's Mexican Restaurant. This non-transferable, on-sale retail privileges liquor license allowed the license holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derived at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement might result in revocation of the license.
- The Police and Planning Departments reviewed the application and recommended approval with no comments.
- Staff posted the establishment with the necessary notices to meet the required 20-day period from April 13, 2015 through May 11, 2015. Staff received no written arguments in favor of or in opposition to the application.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to hold the public hearing.

Vote: 5 - 0 PASSED

Lee Paul, resident, spoke in support of the license.

Michelle Flores, Mr. Flores' wife, spoke about the business' expansion.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to close the public hearing.

Vote: 5 - 0 PASSED

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to recommend to the Arizona State Liquor Board that it grant a new Series 12 Liquor License application for Arturo's Mexican Restaurant, located at 900 S. State Route 89, Chino Valley.

Vote: 5 - 0 PASSED

- d) Consideration and possible action to award the construction contract to CLM Earthmovers, LLC in an amount not to exceed \$812,762.70 for the construction of 2 box culverts and channel improvements along Little Dogie Draw in Chino Meadows Units 2 and 5. Funding of \$800,000 to come from the Yavapai County Drainage District, accounted for in the Capital Improvements Fund, with the balance of \$12,762.70 to come from the HURF Fund. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Award the construction contract to CLM Earthmovers, LLC in an amount not to exceed \$812,762.70 for the construction of 2 box culverts and channel improvements along

Little Dogie Draw in Chino Meadows Units 2 and 5.

Mr. Grittmann reported that:

- Over the last several years, the Yavapai County Flood Control District had funded drainage projects within the Town. This project was the second of three projects outlined in the intergovernmental agreement between the Town and the County.
- The Town received six bids on April 30, 2015 with CLM Earthmovers as the low bidders.
- The engineering estimate for the entire project was over \$1.3 million. Due to re-appropriation of flood control funds to other needs, the County agreed to fund \$800,000.00 for construction of this project, which will require the project to be built in phases—the box culverts at Porcupine Pass and the Peavine Trail, channel improvements between them, and extensions of the channel on the east side of the Peavine Trail will now be done at a later date.
- \$12,762.70 for reconstruction of Porcupine Pass Road over the newly constructed box culvert will be funded by Highway User Revenue Funds.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to award the construction contract to CLM Earthmovers, LLC in an amount not to exceed \$812,762.70 for the construction of 2 box culverts and channel improvements along Little Dogie Draw in Chino Meadows Units 2 and 5.

Vote: 5 - 0 PASSED

- e) Informational hearing, consideration, and possible action to approve (1) Wireless Communications Facilities Project 2015 Master Agreement with SunState Towers, LLC and Pinnacle Consulting, Inc. and a Wireless Communications Site Lease with SunState Towers, LLC, related to installation and leasing of two (2) wireless communications towers with Town dishes to be located on them to provide enhanced wireless capabilities between Town Hall and the Recreation Center. The previously proposed tower at the Library/North Campus will now be a separate project. Fiscal Impact: The Town will receive \$1,400 per month in lease fees. (Councilmember Best; Councilmember Turner)

Recommended Action: Approve (i) Wireless Communications Facilities Project 2015 Master Agreement with SunState Towers, LLC and Pinnacle Consulting, Inc.; (ii) Installation Contract for Wireless Communications Facilities Project 2015 with Pinnacle Consulting, Inc., and (iii) Two (2) Wireless Communications Site Lease with SunState Towers, LLC.

Development Services Director Ruth Mayday reported on this proposal:

Background

When the Town upgraded to new financial software in March 2014, staff realized that it might eliminate the cost of CableOne fiber links. After much technical research, feasibility analysis and coordination, staff approached the wireless communications industry to see if needed Town tower locations might be built by the cell tower industry to create the Town's data network while also improving wireless communications in the community. Staff's objective at that time was to minimize any Town expenditure of funds in the creation of the wireless data network.

Timeline

- January 22, 2015 – Staff brought the proposed project to a Council study session for feedback.
- February 24, 2015 – Council held a public informational meeting.
- March 10, 2015 – Council denied approval of the item.

- March 24, 2015 – The item was re-introduced to Council, who postponed it.
- Subsequently, staff worked with Councilmembers Turner and Best to explore alternatives to the proposal.

Item Restructure

- The project now proposed that Pinnacle Towers (“Pinnacle”) will:
 - install two cell sites for Verizon Wireless use, located at the public works yard east of the Recreation Building and Town Hall;
 - install Town antennas, and necessary cabling and conduit at no cost to the Town;
 - provide \$700 per month rent to the Town for land lease for each tower;
 - provide \$300 per month collocation rents to the Town for each subsequent collocater to the site after the first, initial service provider (Verizon) for each tower;
 - not charge the Town rent for space on the towers for Town data antennas;
 - allow the Town contractor to align the antenna mounts, and maintain or replace equipment as needed for each tower.
- The Town will provide or pay for materials necessary for Pinnacle to accomplish Town installation.
- The leases will run for five consecutive five-year terms.
- The library tower was not part of this project and will be bid and constructed separately, should Council approve and execute the subject lease agreements. Should high bids eclipse the current budgeted amount for the item, staff will approach Council for the use of contingency funds to complete the work.

Benefits

- Needed line of sight to expand the Town’s wireless network, enabling the Town to streamline operations and effectively provide timely service to the citizens.
- Enhanced signal quality and increased data transfer speeds to allow improved communication between various facilities, including enhanced radio communications for Police officers.
- Stronger Verizon presence will enable staff to perform data entry in the field, enhancing customer service and more reliable coverage for public safety and emergency services.

Unified Development Ordinance Compliance

- The proposed project served the purposes and met the requirements of Section 4.25 Wireless Telecommunication Facilities.
- A conditional use permit was not required for the proposed towers.

Town Attorney Smiley reviewed some last minute revisions to the agreement, primarily pertaining to term length and commencement date. She also reviewed the differences between this proposal and the one brought to Council previously.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve (i) Wireless Communications Facilities Project 2015 Master Agreement with SunState Towers, LLC and Pinnacle Consulting, Inc.; (ii) Installation Contract for Wireless Communications Facilities Project 2015 with Pinnacle Consulting, Inc., and (iii) Two (2) Wireless Communications Site Lease with SunState Towers, LLC.

Vote: 5 - 0 PASSED

- f) Consideration and possible action to authorize the Mayor to sign Form CD-511 "Certification Regarding Lobbying", Standard Form 424D - "Assurances - Construction Programs", and Standard Form LLL - "Disclosure of Lobbying Activities" related to the Economic Development Administration (EDA) grant award. (Ruth Mayday, Development Services Director)

Recommended Action: Authorize the Mayor to sign standard forms 424D, LLL, and CD-511 required for the final award of a \$1,600,074 EDA grant.

Ms. Mayday reported that:

- Staff had received notice of a non-binding commitment from the EDA in the amount of \$1,600,074 for the purpose of installing sewer, water, and road infrastructure improvements at Old Home Manor.
- Signature of these documents by the Mayor will allow the Town to receive funding from the EDA, thus fulfilling the goals and objectives set forth in the 2014 Strategic Plan.
- The forms affirm that the Town will not use the funds to lobby for more funds, and that the Town will abide by its procurement code.

Mayor Marley reviewed several of the compliance requirements listed in the 424D Form.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to authorize the Mayor to sign standard forms 424D, LLL, and CD-511 required for the final award of a \$1,600,074 EDA grant.

Vote: 5 - 0 PASSED

- g) Consideration and possible action to approve an agreement between the Town of Chino Valley and Arizona Game and Fish Department to accept a grant of \$16,550 (with 50:50 match in kind from Town) to make improvements to the shooting range at Old Home Manor. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the agreement between the Town of Chino Valley and the Arizona Game and Fish Department and accept \$16,550 in grant funds.

Ms. Mayday reported that:

- Staff had applied for funds through the AGFD shooting range improvement grant program. As the town did not receive the full funding amount requested, staff had proposed that \$15,000 be used to further excavate the 200-yard rifle range, and \$1,550 be used toward an historic assessment of the entire property covered in the lease.
- Acceptance of these funds will provide additional outside funding for further development of the shooting range at OHM, in accordance with the 2014 Strategic Plan. AGFD reimbursed the town for the historic assessment as the requirement came in after the funds were awarded.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve the agreement between the Town of Chino Valley and the Arizona Game and Fish Department and accept \$16,550 in grant funds.

Vote: 5 - 0 PASSED

- h) Consideration and possible action regarding the process for an internal or external recruitment to fill the position of Town Magistrate. (Mayor Marley)

Recommended Action: Instruct staff to begin an internal recruitment process to fill the Magistrate position and provide direction to staff regarding the process.

Mayor Marley reported that an external process might go beyond the required 90-day period, and an internal recruitment would be much easier.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to instruct staff to begin an internal recruitment process to fill the Magistrate position and provide direction to staff regarding the process.

Vote: 5 - 0 PASSED

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn the meeting at 7:46 p.m.

Vote: 5 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of May, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 23rd day of June, 2015.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. e.

Meeting Date: 06/23/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the May 26, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the May 26, 2015 regular meeting minutes.

Attachments

May 26, 2015 minutes

DRAFT

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

**TUESDAY, MAY 26, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, May 26, 2015.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittmann; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Police Sergeant Randy Chapman; Town Engineer/Public Works Director Ron Grittmann; Assistant Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Deputy Town Clerk Liz Hart; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m.

Vice-Mayor Croft gave the invocation; Mayor Marley led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Eva Spain, resident, spoke about Councilmember Hatch being treated unfairly with regard to the Ethics Complaint procedure.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Marley reported on the status of several public records requests and read a portion of his Memorial Day speech.

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

Assistant Town Manager Grittmann reported on: (i) recent activities of and upcoming remodeling at the Senior Center, and (ii) an agreement with Yavapai County for GIS services and support.

Public Works Director/Town Engineer Grittmann reported on the current chip seal program.

6) CONSENT AGENDA

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

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

Vote: 6 - 0 PASSED

- a) Consideration and possible action to accept the April 28, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to adopt Resolution No. 15-1058, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the district which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. (Joe Duffy, Finance Director)
- c) Consideration and possible action to authorize the Mayor to sign a Letter of Commitment with the Economic Development Administration (EDA) in the amount of \$85,000. The match of \$85,000 is budgeted in the Capital Improvement Fund for FY 2015/2016. (Ruth Mayday, Development Services Director)

MOVED by Mayor Chris Marley, seconded by Vice-Mayor Darryl Croft to recess the meeting at 6:19 p.m.

Vote: 6 - 0 PASSED

Mayor Marley reconvened the meeting at 6:23 p.m.

7) ACTION ITEMS

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

- a) Consideration and possible action to ratify Council's action on September 9, 2014 to dismiss Robert McCaullay from the Planning and Zoning Commission or to overturn the Council's September 9, 2014 action. (Mayor Marley)

Recommended Action: Consider and either (1) ratify Council's September 9, 2014 action to remove Mr. McCaullay from the Planning and Zoning Commission or (2) overturn Council's September 9, 2014 action to remove Mr. McCaullay from the Planning and Zoning Commission.

Councilmember McKee recused herself and left the chambers at 6:24 p.m.

Mayor Marley reported that:

- On September 2, 2014, the Chino Valley Police Department (PD) began an investigation into what appeared to be a violation of Arizona's Conflict of Interest laws by two members, Mr. Edmonds and Mr. McCaullay, of the Chino Valley Planning and Zoning Commission. On September 9, the PD reported that, as preliminary findings were that there had been a violation of State Statute and criminal charges may be forthcoming, they would send the case to the Yavapai County Attorney's office.
- There was a Planning and Zoning hearing scheduled for September 16, which involved a possible ruling on the property which was part of the ongoing investigation. Since there was no provision in the Unified Development Ordinance (UDO) for suspension of commission members during the course of an investigation and the County Attorney's Office had not yet met to discuss the case, the town attorney determined that according to Town Code Section 30.071 and UDO Section 1.4.1, commissioners served at the pleasure of the Council, and therefore an executive session with a 24-hour notice to the commissioner was all that was required.
- On September 9, 2014, after an executive session, Council voted to remove the two commissioners pursuant to Town Code Section 30.071. Council later received notification that Mr. Edmonds had sent in a letter of resignation effective September 4, which was prior to the executive session.
- On November 3, the PD received notice from the Yavapai County Attorney's office that, although Mr. Edmonds and Mr. McCaullay had publicly indicated that they had an interest in the matters before the commission, there was no evidence that their votes conferred a direct economic benefit on either person. Therefore, their conduct did not rise to the level of a criminal violation of the statute.
- Since Council removed Mr. McCaullay from his position on September 9 without giving him the required 24-hour notice, the Mayor scheduled an executive session for this meeting with the required 24-hour notice to Mr. McCaullay in order to discuss his earlier dismissal.

Mayor Marley apologized to Mr. McCaullay for not getting 24-hour notice to him and he read an excerpt from Robert's Rules of Order pertaining to abstaining to voting on questions of direct

personal interest.

Jeffrey Sparks, an attorney representing Mr. McCaullay, alleged that as Mr. McCaullay was denied his rights and due process, none of the code provisions for removal applied, and the county attorney found no criminal violation, he was improperly removed from the Commission.

Mayor Marley clarified that in order to reverse their September 9, 2014 decision, a motion to rescind that action was needed.

MOVED by Councilmember Wojcik to rescind the decision back in September 2014. The motion FAILED for lack of a second.

Mayor Marley reported that the September 9, 2014 decision stood.

Councilmember McKee returned to the dais at 6:45 p.m.

- b) Consideration and possible action to approve Resolution No. 15-1059, adopting a Tentative Budget for the fiscal year 2015-2016, and proposed expenditure limitation for the same year, in the amount of \$23,937,400, setting the Expenditure Limit for Fiscal Year 2014/2015. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 15-1059, adopting the Tentative Budget and proposed expenditure limitation for FY 2015-2016, in the amount of \$23,937,400.

Mr. Duffy reported on the tentative budget. Key points were:

- *Changes since preliminary budget presentation:* Updated revenue manual and projections; additional grant match for the RED grant; new charts; and formatting changes. Net change was a budget decrease of \$12,000.
- *Significant items next budget year:* (i) increases in health insurance and dependent care contribution, public safety public retirement system, staffing headcount, and cost of living; (ii) exhaustion of impact fee funds and highway user revenue fund (HURF) reserves; (iii) acquisition of Prescott water; (iv) USDA refinance and Molly Rae sewer; and (v) planning to address capital asset shortfalls.
- *Total budget:* Decreased from \$29,966,774 last fiscal year.
- *General Fund:* Carryover of \$326,885; proposed to transfer \$50,000 to HURF; and transferred in \$150,000 for aquatics.
- *Special Funds:* (i) Decreased HURF carryover, fund balance, and road materials; and increased total revenues; (ii) Decreased total Capital Improvement revenues by \$1.9 million, and decreased expenses by \$2.2 million; (iii) Net operating losses in the Water Enterprise Fund were decreasing; and (iv) Net operating losses in the Sewer Enterprise Fund should decrease significantly.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve Resolution No. 15-1059, adopting the Tentative Budget and proposed expenditure limitation for FY 2015-2016, in the amount of \$23,937,400.

Vote: 6 - 0 PASSED

- c) *Continued from March 10, 2015:* Consideration and possible action to appoint applicants to fill vacancies on the Planning and Zoning Commission, Parks and Recreation Advisory Board, Public Safety Retirement Board, Industrial Development Authority, and Municipal Property Corporation. (Jami Lewis, Town Clerk)

Recommended Action: Appoint applicants to the Planning and Zoning Commission, Parks and Recreation Advisory Board, Public Safety Retirement Board, Industrial Development Authority, and Municipal Property Corporation, as recommended by the Council Appointments Subcommittee; and designate for the Planning and Zoning Commission that Ms. Lane be appointed to the Planning and Zoning Commission term ending January 31, ____ [2016 or 2017] and Mr. Bacon be appointed to the same term ending January 31, ____ [2016 or 2017].

Vice-Mayor Croft reported that the Appointments Subcommittee reviewed applications on February 23, 2015, and recommended the following for appointment:

- Planning and Zoning Commission – Annie Lane to term ending January 31, 2017, Michael Bacon to term ending January 31, 2016, and Claude Baker as alternate.
- Parks and Recreation Advisory Board – Deryl Jevons to term ending June 30, 2015.
- Public Safety Retirement Board – Re-appoint Cheryl Romley to term ending June 30, 2016.
- Industrial Development Authority – Appoint John Coomer to term ending June 30, 2017.
- Municipal Property Corporation – Re-appoint John Coomer to term ending June 30, 2017.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best approve those appointments recommended by the Appointments Subcommittee.

Vote: 6 - 0 PASSED

- d) Consideration and possible action to direct staff in regards to the placement of the Granite Mountain Hotshots memorial. (Ruth Mayday, Development Services Director)

Recommended Action: Allow Mr. Nietzsche to reconsider alternative locations for the memorial.

Ms. Mayday reported that the Klaus Nietzsche and the Elks Club were requesting permission to locate a Granite Mountain Hot Shots monument on Town property. Previously, at Council's direction, staff asked Mr. Nietzsche to select alternative sites.

Mr. Nietzsche told Council that he looked at and the Elks discussed Memory Park and the Community Center. They wanted visibility and accessibility, and as neither of the alternative locations provided that, he was again asking for a spot in front of town hall. They planned to allow parking at the town hall parking lot and benches for visitors to sit on.

Council asked about signage and the process for the project. Staff reported that the Town could place a sign on its own property or could approach ADOT about one on the highway; and Mr. Nietzsche would have to go through Development Services like any other land use project, except there will be no fees.

Public Comment:

Jan Mazy, Town employee, informed Council that there was a Hot Shots plaque in Memory Park, as well as at the flagpole next to the Library.

Annie Lane, resident, expressed concern about it being a distraction for drivers on the highway.

Ms. Mayday suggested that she bring the item back to the next meeting for direction.

Council asked staff to provide all information they would need to make a decision, including foundation plans and site plans at all locations, and access information.

- e) Consideration and possible action to award the Community Development Block Grant Paving Project of portions of Chino Meadows Unit 5 to Fann Contracting, Inc. per one of the following two options: (i) an amount not to exceed \$265,500.00, excluding Lazy Loop and a portion of Cottonwood Drive due to budget limitations;

OR

(ii) an amount not to exceed \$315,995.00 and authorize staff to move \$50,495.00 from the current fiscal year contingency line item to the Grants line item for this project. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action:

(i) Award the Community Development Block Grant Paving Project of portions of Chino Meadows Unit 5 to Fann Contracting, Inc., in an amount not to exceed \$265,500.00, excluding Lazy Loop and a portion of Cottonwood Drive;

OR

(ii) Award the Community Development Block Grant Paving Project of portions of Chino Meadows Unit 5 to Fann Contracting, Inc., in an amount not to exceed \$315,995.00, and authorize staff to move \$50,495.00 from the current fiscal year contingency line item to the Grants line item for this project.

Councilmember Wojcik recused himself from this item at 7:22 p.m., due to a possible appearance of conflict of interest, as he lived on Lazy Loop Drive.

Mr. Gritman reported that:

- The Town received Community Development Block Grant (CDBG) funds every four years. The Town intended to use the entire grant amount to pave as much as possible in Chino Meadows Unit 5. Staff created a base bid to pave certain streets, while an additive alternative provided a price to pave the remaining streets of Chino Meadows Unit 5 south of Little Doggie Draw.
- Fann Contracting's low bid of \$315,995.00 exceeded the \$265,500.00 in available CDBG funds. Therefore, the funding amount will not allow for paving the entire proposed area. Staff recommended eliminating all non-pavement to pavement areas of the project—Lazy Loop and Cottonwood Drive between Porcupine Pass and the southern terminus, which will maximize the amount of paving under the grant amount.
- Because of the importance of providing a uniform presentation of the neighborhood, staff prepared an alternative to funding this project above the grant limitations by allocating \$50,495 from the current fiscal year's contingency funds to cover the shortfall.

Council discussion: Council generally believed that since so many roads in the Town needed repair, they could not justify spending the extra money and the Town should just get as much as they could with the grant funds.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to award the Community Development Block Grant Paving Project of portions of Chino Meadows Unit 5 to Fann Contracting, Inc., in an amount not to exceed \$265,500.00, excluding Lazy Loop and a portion of Cottonwood Drive;

Vote: 5 - 0 PASSED

Other: Councilmember Don Wojcik (RECUSE)

Councilmember Wojcik returned to the dais at 7:35 p.m.

8) EXECUTIVE SESSION

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

The Executive Session was not held.

- a) Consideration and possible action to recess the regular meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of dismissal of Robert McCaullay from the Planning and Zoning Commission.

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Mayor Chris Marley, seconded by Vice-Mayor Darryl Croft to adjourn the meeting at 7:37 p.m.

Vote: 6 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of May, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 23rd day of June, 2015.

Jami C. Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. f.

Meeting Date: 06/23/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the May 28, 2015 special meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the May 28, 2015 special meeting minutes.

Attachments

May 28, 2015 minutes

DRAFT

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

**THURSDAY, MAY 28, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Thursday, May 28, 2015.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Gritman; Human Resources Director Laura Kyriakakis; Town Engineer/Public Works Director Ron Gritman; Development Services Director Ruth Mayday; Deputy Town Clerk Liz Hart (recorder)

1) **CALL TO ORDER; ROLL CALL**

Mayor Marley called the meeting to order at 6:01 p.m.

2) Consideration and discussion regarding the procedure to appoint a councilmember to the vacant position and possible action to instruct staff to proceed with such procedure. (Mayor Marley)

Recommended Action: Instruct staff to proceed with appointment procedure per Council's discussion.

Vice-Mayor Croft reported on a proposed procedure:

- Per Resolution No. 482, an advertisement should be posted and published for at least 15 days; the soonest possible day was next week.
- Applicants will be able to submit their applications to the town clerk through the 15 day period.
- Council could direct its Appointments Subcommittee to review the applications and make a recommendation, or Council could elect to interview all applicants.
- Upon Council's selection of the appointee, the appointee could take the oath of office that night and be seated on the Council.
- He intended to outline procedural details and interview questions.

Town Manager Smith stated that the Human Resources (HR) and Clerk's staff would work together to handle coverage of the ad. Staff would also notify those who had already expressed an interest.

HR Director Kyriakakis explained the process for advertising for Town employment in both local newspapers, Town website, LinkedIn, FaceBook, and outside websites, if appropriate.

Council discussed the options and preferred that:

- Applicants submit their applications to the town clerk.
- The cut-off date be 15 days after the first ad.
- The Appointments Subcommittee review all the applications and forward the top five for Council to interview.
- If any other councilmembers intend to attend the subcommittee meeting they inform Vice-Mayor Croft, so the clerk could post a quorum notice.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to proceed with appointment procedure per Council's discussion.

Vote: 6 - 0 PASSED

3) **ADJOURNMENT**

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to adjourn the meeting at 6:16 p.m.

Vote: 6 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 28th day of May, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 23rd day of June, 2015.

Jami C. Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 06/23/2015
Contact Person: Liz Hart, Deputy Town Clerk/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint a representative to the Northern Arizona Council of Governments (NACOG) Regional Council.

RECOMMENDED ACTION:

Appoint a representative to NACOG Regional Council, per Council discussion.

SITUATION AND ANALYSIS:

Issue Statement

According to the NACOG by-laws, NACOG member governments are required to annually designate, in writing, their representative to the NACOG Regional Council.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 06/23/2015
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Bright Star Subdivision

AGENDA ITEM TITLE:

PUBLIC HEARING and consideration and possible action to adopt Resolution No. 15-1061, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016, pursuant to Section 48-616, Arizona Revised Statutes, as amended provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

RECOMMENDED ACTION:

(1) Hold a public hearing; and (2) Approve Resolution No. 15-1061, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2015/2016.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

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

Attachments

Resolution No. 15-1058 SLID approval

CVSLID Tax Levy

Resolution No. 15-1061

Resolution No. 15-1061 exhibit A

RESOLUTION NO. 15-1058

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA APPROVING THE PROPOSED STATEMENTS AND ESTIMATES OF REVENUES AND EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2015/2016, PURSUANT TO SECTION 48-616, ARIZONA REVISED STATUTES, AS AMENDED; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED STATEMENTS AND ESTIMATES AS APPROVED; AND PROVIDING FOR NOTICE OF THE HEARING AND PUBLICATION OF THE PROPOSED STATEMENTS AND ESTIMATES OF THE DISTRICTS WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICTS.

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

WHEREAS, the governing body of the municipality shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3, Arizona Revised Statutes; and

WHEREAS, the Mayor and Council desire to approve said statements and estimates for Fiscal Year 2015/2016;

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

1. The proposed statement and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015/2016, attached hereto and incorporated herein as Exhibit "A", is hereby approved.
2. A public hearing and special meeting to approve the statement and estimates and final budgets of the Districts shall be set for the 23rd day of June 2015 and notice of such hearing shall be published in accordance with the requirements of A.R.S. § 48-616.

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

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

BE IT FURTHER RESOLVED that the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the Town of Chino Valley, and an emergency is hereby declared to exist. This Resolution shall be in full force and effect from and after its passage, adoption and approval by the Common Council of the Town of Chino Valley.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of May, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 15-1058 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 26, 2015, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibit is attached hereto and incorporated herein:

1. Exhibit A: Proposed Statement and Estimates of Revenues and Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015/2016.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts**Statement of Estimates and Expenses**

Fiscal Year - 2015-2016

Co. No.	Dist. No.	Town ID No.	Town ID Name	A 2014/2015 Estimated Actual Expenses	B 2014/2015 Levy Request	C 2014/2015 Difference on Expenses vs. Levy	D 2015/2016 Projected Expenses	E 2015/2016 Levy Request
	13004	CVSLID1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 1,962	\$ 2,017	\$ 55	\$ 2,100	\$ 2,000
	13005	CVSLID2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,006	\$ 1,041	\$ 35	\$ 1,084	\$ 1,000
	13006	CVSLID3 A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 917	\$ 942	\$ 25	\$ 981	\$ 1,000

RESOLUTION NO. 15-1061**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ADOPTING THE STATEMENTS AND ESTIMATES OF EXPENSES OF THE CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS, WHICH SHALL CONSTITUTE THE BUDGETS OF THE DISTRICTS FOR FISCAL YEAR 2015-2016 PURSUANT TO SECTIONS 48-616 AND 42-17101 ET SEQ., ARIZONA REVISED STATUTES, AS AMENDED**

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

WHEREAS, the governing body of the municipality shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3 (Sections 42-17101 et seq.), Arizona Revised Statutes; and

WHEREAS, the Mayor and Council desire to approve said statements and estimates for Fiscal Year 2015-2016; and

WHEREAS, public hearings on said statements and estimates of expenses were held on June 23, 2015 and notice of such hearings published in accordance with the requirements of A.R.S. § 48-616;

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

1. The Statement and Estimates of Expenses of the Town of Chino Valley, Arizona Street Lighting Improvement Districts for Fiscal Year 2015-2016, attached hereto and incorporated herein as Exhibit A is hereby approved.

2. Said adopted estimates shall constitute the budgets of the Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015-2016.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 23rd day of June, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 15-1061 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 23, 2015, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A: Statement and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015-2016.

RESOLUTION NO. 15-1061**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ADOPTING THE STATEMENTS AND ESTIMATES OF EXPENSES OF THE CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS, WHICH SHALL CONSTITUTE THE BUDGETS OF THE DISTRICTS FOR FISCAL YEAR 2015-2016 PURSUANT TO SECTIONS 48-616 AND 42-17101 ET SEQ., ARIZONA REVISED STATUTES, AS AMENDED**

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

WHEREAS, the governing body of the municipality shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3 (Sections 42-17101 et seq.), Arizona Revised Statutes; and

WHEREAS, the Mayor and Council desire to approve said statements and estimates for Fiscal Year 2015-2016; and

WHEREAS, public hearings on said statements and estimates of expenses were held on June 23, 2015 and notice of such hearings published in accordance with the requirements of A.R.S. § 48-616;

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

1. The Statement and Estimates of Expenses of the Town of Chino Valley, Arizona Street Lighting Improvement Districts for Fiscal Year 2015-2016, attached hereto and incorporated herein as Exhibit A is hereby approved.

2. Said adopted estimates shall constitute the budgets of the Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015-2016.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 23rd day of June, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 15-1061 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 23, 2015, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A: Statement and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2015-2016.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 06/23/2015
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

PUBLIC HEARING and consideration and possible action to approve Resolution No. 15-1062 adopting a Final Budget for fiscal year 2015-2016, and proposed expenditure limitation for the same year, in the amount of \$29,937,400.

RECOMMENDED ACTION:

(1) Hold public hearing; and (2) Approve Resolution No. 15-1062 adopting a Final Budget and proposed expenditure limitation for fiscal year 2015-2016 in the amount of \$29,937,400.

SITUATION AND ANALYSIS:

On May 26, 2015 the Mayor and Council adopted Resolution No. 15-1062 adopting the Tentative Budget for the Fiscal Year 2015/2016, and setting the Expenditure Limitation at \$29,937,400. The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Chino Valley Review.

After the public hearing, staff recommends approving Resolution No. 15-1062 and adopting the Final Budget for Fiscal Year 15/2016.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: All

Available:

Funding Source:

Adoption of this item establishes a final budget and the expenditure limitation for FY 2014-2015.

Attachments

Resolution No. 15-1062

RESOLUTION NO. 15-1062

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2015/2016 AND SETTING AN EXPENDITURE LIMITATION TO GOVERN THE TOWN OF CHINO VALLEY BUDGET FOR FISCAL YEAR 2015/2016;; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("ARS") Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley, on March 12, 2013, adopted an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 424, which set forth said Alternative Expenditure Limitation, provided that the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of ARS Title 42, Chapter 17, Articles 1-5, on May 26, 2015, the Town Council approved a tentative budget for Fiscal Year 2015-2016 setting forth an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Chino Valley; and

WHEREAS, in accordance with Arizona state law and following required public notice, the Council met and held a public hearing on June 23, 2015, at which any taxpayer was permitted to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the expenditures/expenses in the proposed final budget for Fiscal Year 2015-2016 do not exceed the expenditures/expenses shown on the published tentative budget,

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

1. That the expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2015-2016 is hereby established in an amount not to exceed **\$23,937,400**.
2. That the estimates of revenues and expenditures shown on the schedules attached hereto as Exhibit A and expressly incorporated herein by this reference, are hereby adopted as the budget of the Town of Chino Valley for Fiscal Year 2015-2016.
3. That this Resolution shall be effective from and after its passage and approval according

to law.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 23th day of June, 2015.

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 15-1062 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 23, 2015, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

A. Estimates of Revenues and Expenditures



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. d.

Meeting Date: 06/23/2015
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Chino Meadows Unit 5

AGENDA ITEM TITLE:

Consideration and possible action to review the paving of Chino Meadows Unit 5 Community Development Block Grant Project.

RECOMMENDED ACTION:

Pending Council Discussion.

Move to direct staff under the CDBG Paving Project to include Lazy Loop and exclude Cottonwood Lane between Javelina and Grasshopper, and Cottonwood Lane from Porcupine Pass south to the wash or

Move to direct staff under the CDBG Paving Project to include Lazy Loop and exclude Center Street from Cottonwood Lane to Lazy Loop, and Cottonwood Lane from Porcupine Pass south to the wash or

Move to approve Change Order Number 1 to Fann Contracting in an amount not to exceed \$50,495.00 to pave Chino Meadows Unit 5 as defined in the base bid of the contract and authorize staff to move funds from the contingency fund to the grants fund for this project or

No action.

SITUATION AND ANALYSIS:

Issue Statement

On May 26, 2015, the Council awarded the Community Development Block Grant Project to Fann Contracting. Because the base bid exceeded the availability of funds under the grant, Fann Contracting was awarded the project in the amount of \$265,500.00 rather than the base bid amount of \$315,995.00. By reducing the contract amount to \$265,500.00 Lazy Loop was removed from the paving project.

At the June 9, 2015 Council meeting several members of the public spoke at the Call to Public regarding this decision. One individual presented an alternative that would reduce paving along Center Street and include Lazy Loop. Staff has prepared 2 alternatives that looks at reducing other streets in

exchange for paving Lazy Loop. The distance of Lazy Loop is 1,023.89 lineal feet. Therefore, in order to keep the project costs at the approved amounts 1,023.89 feet must be removed from other portions of the project.

Shown as "alternative 1" is the exclusion of Center Street between Cottonwood Lane and Lazy Loop along with Cottonwood Lane between Porcupine Pass south to the wash. The second alternative will exclude Cottonwood Lane between Javalina and Grasshopper along with Cottonwood Lane between Porcupine Pass south to the wash.

In the meeting of May 23, 2015, staff proposed an alternative that would pave the entire base bid and transfer \$50,495.00 from the current fiscal year's contingency into the grants line item for this project. Staff would once again make this as a third alternative that would not exclude anyone from the project.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

Available: \$50,495

Funding Source:

\$50,495 is to be moved from Contingency to the Grants Line item for this project.

Attachments

Alternate 1

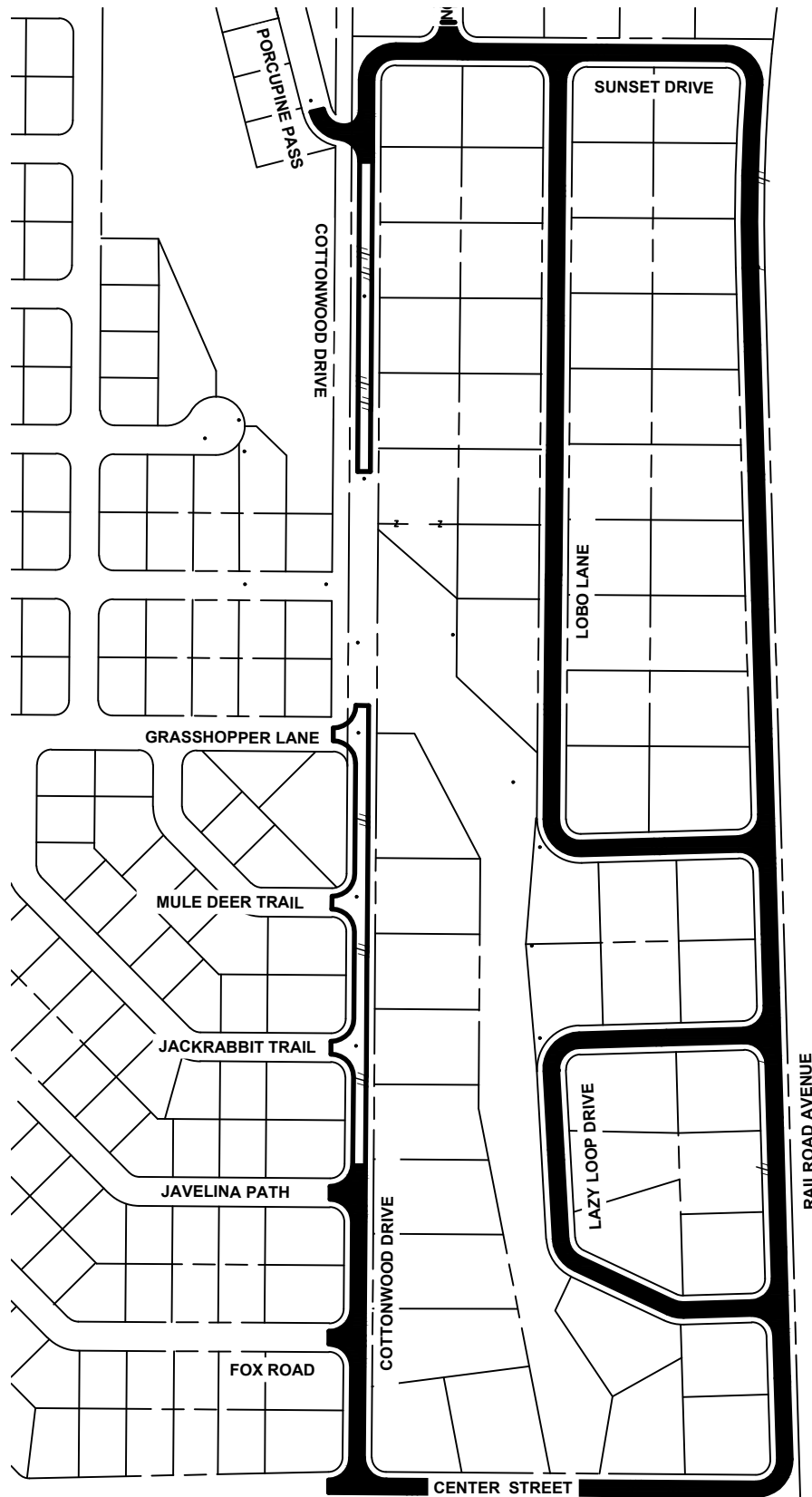
Alternate 2

Original Base Bid

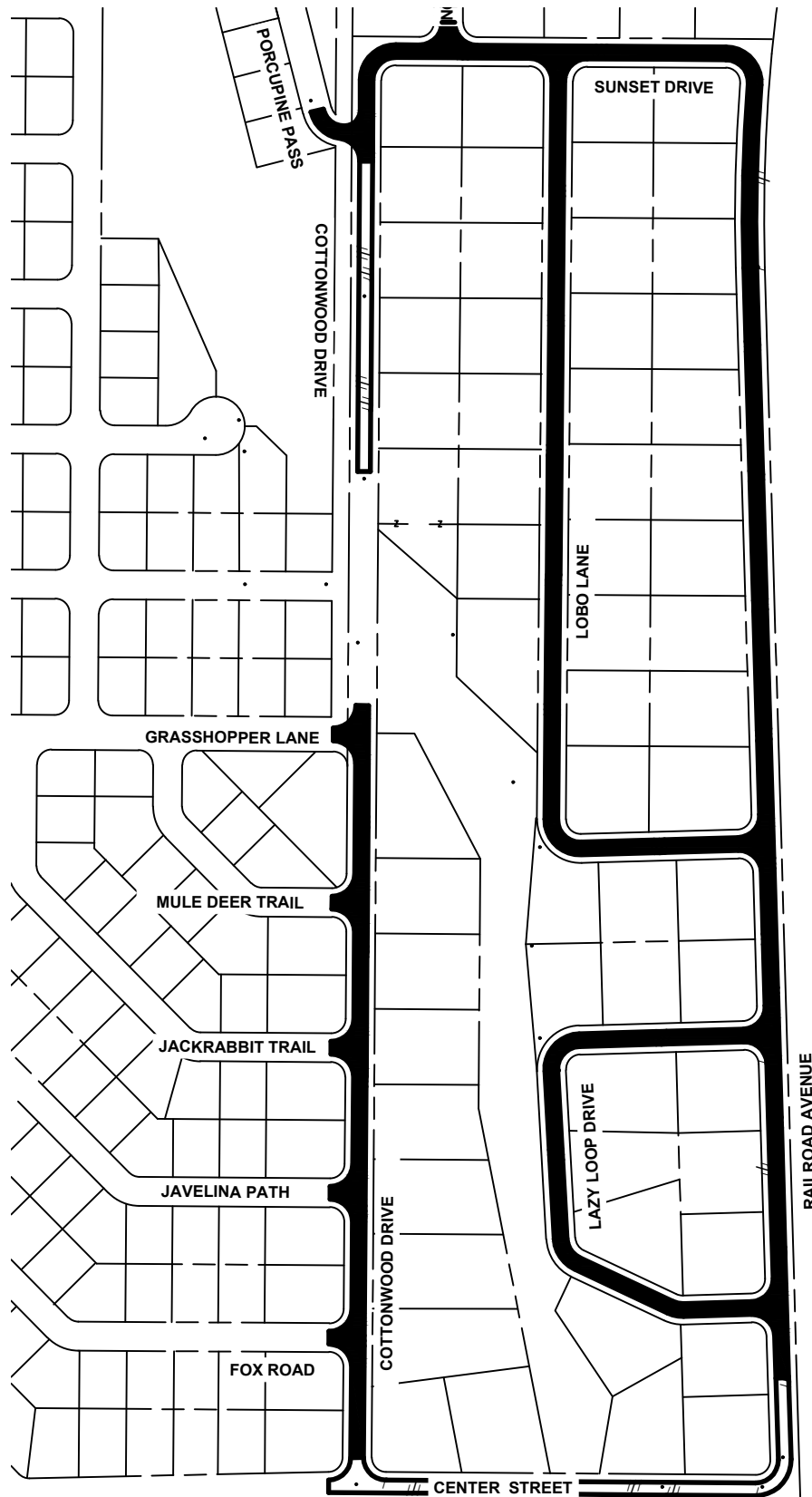
Council Approved Project

Fann Change Order

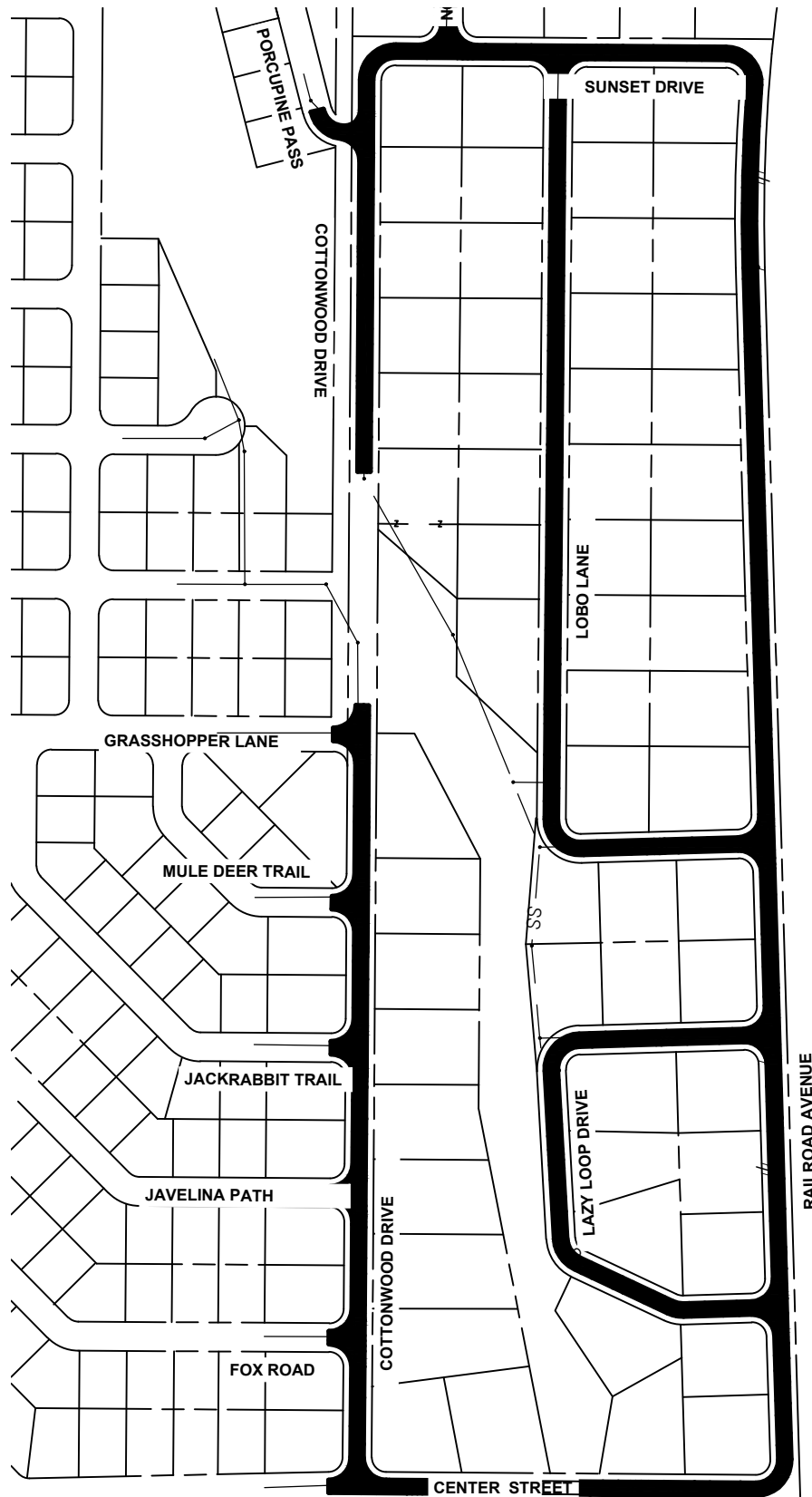
CHINO MEADOWS UNIT 5 CDBG PAVING IMPROVEMENTS, ALTERNATIVE 1



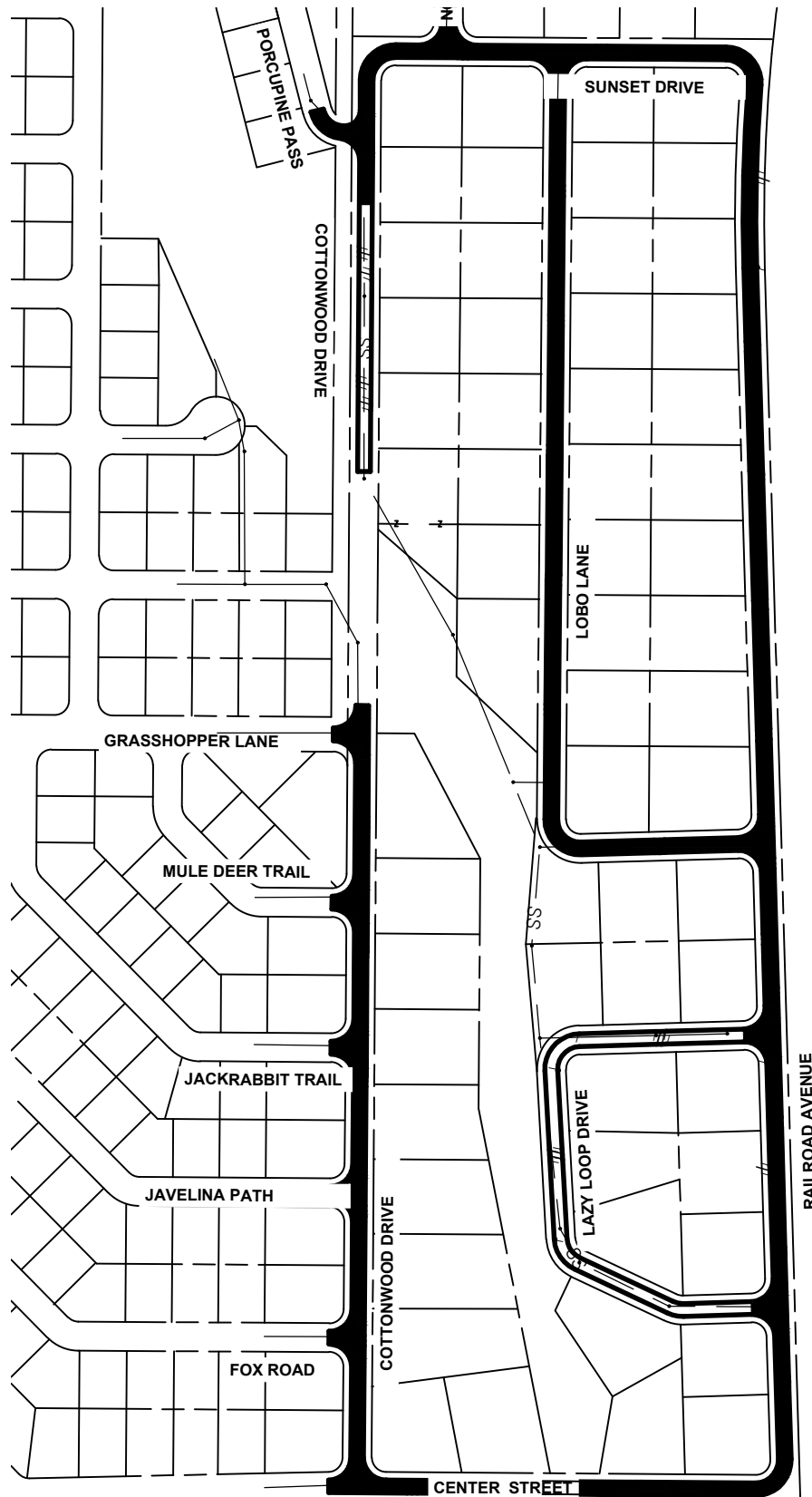
CHINO MEADOWS UNIT 5 CDBG PAVING IMPROVEMENTS, ALTERNATIVE 2



CHINO MEADOWS UNIT 5 CDBG PAVING IMPROVEMENTS, BASE BID



CHINO MEADOWS UNIT 5 CDBG PAVING IMPROVEMENTS, COUNCIL APPROVAL



CHANGE ORDER NO. 1
(Contractor)

PROJECT: Chino Meadows Unit 5 CDBG Paving Project
 DATE: June 23, 2015
 OWNER: Town of Chino Valley
 CONTRACTOR: Fann Contracting
 CONTRACT DATED: June, 2015
 PM/CM: Michael Lopez

CHANGES: The Contract is changed as follows: (Insert brief description)

Increase paving quantities to include Lazy Loop in accordance with the base bid for the project. _____

<u>COST/TIME</u> : Original Contract Sum:	\$ <u>265,500.00</u>
Previously Authorized Change Orders:	\$ <u> 0 </u>
Contract sum prior to this Change Order:	\$ <u>265,500.00</u>
Change Order # Amount:	\$ <u>50,495.00</u>
New Contract Sum:	\$ <u>315,995.00</u>

Contract Time will be increased by: None

Substantial Completion as of this Change Order: June 30, 2015

Approved/Accepted by:

Contractor:	_____	_____
	(Name)	(Date)
Chino Valley:	_____	_____
	(Name)	(Date)

Not valid until signed by Town. Signature of Contractor indicates acceptance, including Contract Sum and Contract Time.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 06/23/2015
Contact Person: Ruth Mayday, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: NA

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 15-798, adopting by reference amendments to the Unified Development Ordinance as set forth in the Exhibit to the Ordinance entitled "Amendments to the Town of Chino Valley Unified Development Ordinance Regarding Site Plan Approval, June 23, 2015", as follows: (1) Chapter 1 Administration and Procedures: by deleting Sections 1.7 Site Plan Review Committee (and all Subsections thereto) and 1.8 Enforcement in their entirety; and by amending Section 1.9 Review and Approval Process, Subsection 1.9.1 Site Plan Application, content and Review, and Subsections 1.9.1.1 Application, 1.9.1.2 Contents, 1.9.1.3 Review, and adding new Subsection 1.9.1.4 Site Plan Approval; (2) Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms, (3) Chapter 4 General Regulations, Section 4.21 Sign Regulations, Subsection 4.21.3 General Sign Regulations, 4.21.6 Permitted Permanent Signs, and 4.21.12 Non-conforming and Unsafe Signs; Section 4.22 Off-Street Parking and Loading, Subsection 4.22.8 Determination of Required Spaces; Section 4.26 Landscape Requirements, Subsection 4.26.5 Alternative Compliance Provisions; and Section 4.29 Design Concepts; and (4) Chapter 5 Subdivision Regulations, Section 5.2 Subdivision Application Procedures, Subsection 5.2.2 Pre-Application Conference, 5.2.3 Preliminary Plant, and 5.2.4 Subdivision Technical Review, all related to abolishing the Site Plan Review Committee and streamlining the Site Plan review process.

RECOMMENDED ACTION:

Staff recommends approving Ordinance No. 15-798 and adopting the amendments to the UDO set forth in the ordinance because the provisions being amended may conflict with state law and create a duplicative process for site plan approvals that is not needed and often hinders development extending the timeframes to obtain approvals for new projects. Additionally, the current process may undermine the Town's compliance with the Municipal Regulatory Bill of Rights.

Motion: I move to adopt Ordinance No. 15-798, adopting by reference the amendments to the unified development ordinance, as set forth in the exhibit to the ordinance entitled "Amendments to the Town of Chino Valley Unified Development Ordinance regarding site plan approval, June 23, 2015".

SITUATION AND ANALYSIS:

Issue Statement There are a number of provisions in the Unified Development Ordinance (UDO) that conflict with state law as well as planning and zoning best practices. Among those are the processes found in Section 1.7 and 1.9, which establish three (3) redundant processes that are not in compliance with ARS §9-462.01 (C), nor are they compliant with the Municipal Regulatory Bill of Rights.

Applicable “Policy” 2014 Strategic Plan, Key Result Area 1: Strong Fiscal Health; Goal 3: Resolve Outstanding Legal Issues; Objective E: Resolve issues with UDO; Actions 1 through 5.

Satisfaction of “Policy” Adoption of the proposed text amendments will provide the foundation for revision of the statutory processes, including the Municipal Regulatory Bill of Rights; begin the modification of regulations that do not support the General Plan; facilitate creation of a more user-friendly document by removing unnecessary sections; streamline the number of review processes from three (3) to two (2); and eliminate portions of the UDO that contradict ARS.

Summary of Issues and Staff Rationale

ANALYSIS:

Sections 1.7, 1.8, and portions of 1.9 set forth the regulations governing review of site plans for all zoning districts except single family residential. While these regulations are justified by “...promoting the public health, safety, and general welfare...” there is nothing in these regulations that is not addressed by other less onerous review processes already in place.

Instead, these rules require a public hearing process for permitted uses (uses-by-right) that allow Town Council and P & Z to impose additional non-uniform stipulations that are not justified by claiming the reviews promote protection of the public. This is in direct conflict with the language set forth in ARS §9-462.01 (C):

“All zoning regulations shall be uniform for each class or kind of building or use of land throughout each zone”, but the regulations in one type of zone may differ from those in other types of zones as follows: (emphasis added)

1) Within individual zones, there may be uses permitted on a conditional basis under which additional requirements must be met, including requiring site plan review and approval by the planning agency. The conditional uses are generally characterized by any of the following:

- (a) Infrequency of use
- (b) High degree of traffic generation
- (c) Requirement of large land area

2) Within residential zones, the regulations may permit modifications to minimum yard lot area and height requirements. Subsection C mandates uniform application of regulations within each zoning district. Statutorily, the only body that can grant relief from zoning regulations is the Board of Adjustment, not a Site Plan Review committee. Subsection 1 provides for the use of Conditional Use Permits (CUP) to allow for specific uses further restricted due to their impact on surrounding uses. In Chino Valley, the CUP permit requires a technical review as well as a public hearing process, giving interested citizens three (3) opportunities for public comment on a proposed CUP. That process remains unchanged.

As currently structured, the UDO relies on CUP's and the Site Plan Review Committee to regulate the

manner and placement of uses throughout the Town. This is problematic, as it requires a long preview process for uses that should be permitted uses (uses-by-right) rather than conditional uses. Meting out CUP's as a means of regulating development in the community is a misuse of this type of permit, which ought to be used sparingly rather than frequently as is the case here.

The correct mechanism for a more public review is the Planned Area Development (PAD) overlay district. The PAD process requires both a technical review by professional staff and a public participation process prior to final approval by Town Council. This process allows for the flexibility in design necessary to create a development that is more appropriate for the community. The Final Development Plan (FDP) approved by Town Council serves as a plat rather than a site plan, and fixes the location of structures or uses on a given site. Where the Site Plan Review process is specifically used for commercial (and presumably industrial) development, the PAD process can be applied to all zoning districts.

Elected and appointed officials may not be subject matter experts in architecture, engineering, and land use (among other things) and should not modify or add stipulations to site plans for entitled uses that have already been approved by qualified staff members and agency officials. Setting forth the number of staff and agency representatives and specifying which staff and agency representatives can be present limit the ability of staff to carry out an effective review. As written, these regulations serve no purpose other than to add unnecessary reviews and politicize the development process by allowing for the regulation of specific users.

Section 1.7: Site Plan Review Committee: Strike in its entirety; save number for future use

Section 1.8: Enforcement: Redundant; Strike in its entirety. The zoning administrator has been vested with enforcement authority under ARS § 9-462 and Subsection 1.6 Zoning Administrator and Assistant Zoning Administrator. Renumber PAD regulations using Section 1.8.

Section 1.9 Review and Approval Process: Strike out and modify as proposed in the redline; the town neither has nor defines "Use Permit"; PAD process can now be separated from the site plan review and renumbered using either 1.8 or 1.9.

1.9.1.1 Application: The design of forms is an administrative task rather than one dictated by a committee. Requiring review of form revisions only slows the process. Required information is included in Section 1.9.1.2 Contents.

1.9.1.2 Contents: strike and replace with specific references to applicable UDO; repeating here is redundant.

1.9.1.3 Review: This section has been amended to shift review from committee to staff and eliminate extra or confusing verbiage. *Subsection D* has been stricken in its entirety as those requirements are also included in UDO Sections 4.22 Off-street Parking and Loading, 4.23 Public Street System and Public Use Access System, and 5.3 Design Principals and Development Standards. *Subsection F* has been stricken as there is no remedy for protests to an entitled structure, and the 30-day requirement would conflict with the timelines established for compliance with the recently enacted Municipal Bill of Rights as found in ARS §9-831 et. seq.

Section 2: Definitions: Strike "Committee shall mean the Site Plan Review Committee".

Section 4.21 Sign Regulations: Strike all references to "Site Plan Review" and "Site Plan Review

Committee”. Strike 4.21.12 (B) in its entirety; the Town cannot force someone to alter a legal, non-conforming use.

Section 4.22.8: Off Street Parking and Loading; Determination of Required Spaces: strike last sentence; redundant.

Section 4.26.5 Landscaping; Alternative Compliance: allows for alternatives in landscaping; plan to be approved by Zoning Administrator rather than Site Plan Review Committee.

Section 4.29 Design Concepts: Modify language under Applicability; offices are by definition commercial uses; requires compliance with Design Concepts if redevelopment or remodeling will modify more than 50% of the exterior structure

Section 5: Subdivision Regulations: Strikes references to Site Plan Review and Committee; eliminates unnecessary or redundant language.

On May 5, 2015, at the Planning and Zoning Commission regular meeting, these amendments were presented for citizen review; no comments were made by the public. Motion by Pasciak, second by Sloan to initiate a Public Hearing at the next regular meeting of the Planning and Zoning Commission. The Public Hearing was held on June 2, 2015 after proper notification in compliance with ARS 9-462.04. No members of the public were present to speak; the Commission voted unanimously to forward the proposed text amendments to Town Council with a recommendation for approval.

Findings of Fact

- 1) The existing Site Plan Review process is not a site plan review but rather an overall project review imposed on permitted and/or entitled uses in contradiction of ARS 9-462.01 (c);
- 2) The existing process provides for a Use Permit Review when the Town does not issue a use permit but rather a conditional use permit;
- 3) The 5,000 square foot requirement is unnecessary as the use of a site or structure creates risk rather than the size of the building(s) and does not protect the general health, safety, or welfare of the community;
- 4) Eliminating redundant processes and those not provided for by law will enable compliance with the Municipal Regulatory Bill of Rights.

Fiscal Impact

Fiscal Impact?: NO

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance No. 15-798 Adopting UDO Amendments by Reference

Ordinance No. 15-798 Exhibit re Site Plan Review

ORDINANCE NO. 15-798

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED “AMENDMENTS TO THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE REGARDING SITE PLAN APPROVAL, JUNE 23, 2015” AS A PUBLIC RECORD; ADOPTING THE “AMENDMENTS TO THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE, JUNE 23, 2015” BY REFERENCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA, AS FOLLOWS: (1) AMENDING CHAPTER 1 ADMINISTRATION AND PROCEDURES, BY DELETING SECTIONS 1.7 SITE PLAN REVIEW COMMITTEE AND ALL SUBSECTIONS THERETO IN THEIR ENTIRETY AND DELETING SECTION 1.8 ENFORCEMENT IN ITS ENTIRETY; AND AMENDING SECTION 1.9 REVIEW AND APPEAL PROCESS, SUBSECTION 1.9.1 SITE PLAN APPLICATION, CONTENT AND REVIEW, AND SUB-SUBSECTIONS 1.9.1.1 APPLICATION, 1.9.1.2 CONTENTS, 1.9.1.3 REVIEW; AND ADDING NEW SUB-SUBSECTION 1.9.1.4 SITE PLAN APPROVAL; AND (2) AMENDING CHAPTER 2 DEFINITIONS, BY AMENDING SECTION 2.1 MEANINGS OF WORDS AND TERMS TO ADD THE TERM “SITE PLAN”; AND (3) AMENDING CHAPTER 4 GENERAL REGULATIONS, BY AMENDING SECTION 4.21 SIGN REGULATIONS, SUBSECTION 4.21.3 GENERAL SIGN REGULATIONS, 4.21.6 PERMITTED PERMANENT SIGNS, AND 4.21.12 NON-CONFORMING AND UNSAFE SIGNS; AND BY AMENDING SECTION 4.22 OFF-STREET PARKING AND LOADING, SUBSECTION 4.22.8 DETERMINATION OF REQUIRED SPACES; AND BY AMENDING SECTION 4.26 LANDSCAPE REQUIREMENTS, SUBSECTION 4.26.5 ALTERNATIVE COMPLIANCE PROVISIONS; AND BY AMENDING SECTION 4.29 DESIGN CONCEPTS; AND (4) AMENDING CHAPTER 5 SUBDIVISION REGULATIONS, SECTION 5.2 SUBDIVISION APPLICATION PROCEDURES, SUBSECTIONS 5.2.2 PRE-APPLICATION CONFERENCE, 5.2.3 PRELIMINARY PLAT, AND 5.2.4 SUBDIVISION TECHNICAL REVIEW, ALL RELATED TO ABOLISHING THE SITE PLAN REVIEW COMMITTEE AND STREAMLINING THE PROCESS FOR SITE PLAN REVIEW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES

WHEREAS, that certain document entitled “Amendments to the Town of Chino Valley Unified Development Ordinance Regarding Site Plan Review, June 23, 2015”, three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk; and

WHEREAS, the Town Council has determined that the proposed amendments will further the stated purposes of the Unified Development Ordinance, clarify provisions of the Unified Development Ordinance, enhance the expediency of the processes set forth therein, and it is in the best interest of the public health, safety and general welfare of the Town to adopt the proposed amendments;

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

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

Section 1. In General

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 1 Administration and Procedures is hereby amended by amending Sections 1.7 Site Plan Review Committee and all subsections thereto in their entirety and deleting Section 1.8 Enforcement in its entirety; and amending Section 1.9 Review and Appeal Process, Subsection 1.9.1 Site Plan Application, Content and Review, and Sub-Subsections 1.9.1.1 Application, 1.9.1.2 Contents, 1.9.1.3 Review; and adding new Sub-Subsection 1.9.1.4 Site Plan Approval; and (2) amending Chapter 2 Definitions, by amending Section 2.1 Meanings of Words and Terms to add the term "Site Plan"; And (3) Amending Chapter 4 General Regulations, by amending Section 4.21 Sign Regulations, Subsection 4.21.3 General Sign Regulations, 4.21.6 Permitted Permanent Signs, and 4.21.12 Non-Conforming and Unsafe Signs; and by amending Section 4.22 Off-Street Parking and Loading, Subsection 4.22.8 Determination of Required Spaces; and by amending Section 4.26 Landscape Requirements, Subsection 4.26.5 Alternative Compliance Provisions; and by amending Section 4.29 Design Concepts; and (4) amending Chapter 5 Subdivision Regulations, Section 5.2 Subdivision Application Procedures, Subsections 5.2.2 Pre-Application Conference, 5.2.3 Preliminary Plat, and 5.2.4 Subdivision Technical Review, all as set forth in that document entitled "Amendments to the Town of Chino Valley Unified Development Ordinance Regarding Site Plan Review, June 23, 2015", which document is hereby adopted and incorporated by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code 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 4. Providing for Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Unified Development Ordinance of the Town of Chino Valley, Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this ____ day of _____, 2015 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this ____ day of _____, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis L.N. Smiley

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 15-798 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2015, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2015.

Jami C. Lewis, Town Clerk

**Amendments to the Town of Chino Valley
Unified Development Ordinance
Regarding
Site Plan Review**

June 23, 2015

The Town of Chino Valley Unified Development Ordinance, Chapter 1 Administration and Procedures is hereby amended by deleting Sections 1.7 Site Plan Review Committee and Subsections 1.7.1 Creation, Composition, Meetings, 1.7.2 Intent, 1.7.3 Powers, Duties, Jurisdiction, 1.7.4 Commission and Council Review and Approval, and 1.7.5 Period of Approval, and Section 1.8 Enforcement in their entirety. Sections 1.7 and 1.8 shall be reserved for future use, to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

1.7 RESERVED.~~Site Plan Review Committee~~

1.8 RESERVED.~~Enforcement~~

The Town of Chino Valley Unified Development Ordinance, Chapter 1 Administration and Procedures is hereby amended by amending Section 1.9 Review and Approval Processes and Subsection 1.9.1 Site Plan Application, Content and Review, and Sub-Subsections 1.9.1.1 Application, 1.9.1.2 Contents, 1.9.1.3 Review, and adding new Sub-Subsection 1.9.1.4 Approval to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

1.9 Review and Approval Processes

~~There is created as part of this Ordinance, three distinct review processes for developments governed by this Ordinance. These three processes:~~ PROCESSES SET FORTH IN THIS SECTION SHALL APPLY TO DEVELOPMENT WITHIN THE TOWN OF CHINO VALLEY: ~~Site Plan Review, AMENDMENTS TO ZONING, CONDITIONAL USE PERMITS, PLANNED ARE DEVELOPMENT OVERLAY ZONING DISTRICT, AND CITIZEN REVIEW PROCESS , Use Permit Review and PAD Process Review, are intended to give the Town both the flexibility to review a wide range of projects, as well as the authority to require all of the information necessary to carry out a thorough review of the issues presented by various land use development proposals.~~

1.9.1 Site Plan Application, Content and Review AND APPROVAL PROCESS

- A. PURPOSE. SITE PLAN REVIEW IS INTENDED TO PROVIDE THE TOWN AND APPLICANTS AN OPPORTUNITY TO REVIEW NEW DEVELOPMENT PROJECTS TO ENSURE COMPLIANCE WITH ADOPTED CODES AND ORDINANCES AND TO HARMONIZE NEW DEVELOPMENT WITH EXISTING STRUCTURES.
- B. WHEN REQUIRED. SITE PLAN REVIEW IS REQUIRED FOR ALL NEW CONSTRUCTION, EXTERIOR SITE AND STRUCTURE ALTERATIONS, SIGNS AND SUBDIVISION PLATS PRIOR TO ISSUANCE OF A BUILDING PERMIT, INCLUDING TOWN FACILITIES, WITH THE FOLLOWING EXCEPTIONS:

1. ACCESSORY STRUCTURES WITHIN SINGLE FAMILY ZONING DISTRICTS;
2. SINGLE FAMILY RESIDENCES ON SEPARATE LOTS WITHIN AN APPROVED AND PLATTED SUBDIVISION;
3. MINOR EXTERIOR SITE AND STRUCTURE ALTERATIONS THAT DO NOT MATERIALLY AFFECT THE DESIGN CONCEPT OR FUNCTION OF THE SITE OR STRUCTURE;
4. REPAIRS THAT DO NOT ALTER EXTERIOR DESIGN OF A STRUCTURE;
5. APPROVED TEMPORARY CONSTRUCTION OFFICES;
6. CHANGES TO THE FACE OF AN EXISTING APPROVED SIGN.

1.9.1.1 Application SUBMITTAL

- A. ~~The Site Plan Review Committee shall prescribe the form and content of applications and may specify necessary accompanying data in addition to that required by 1.9.1.2.~~ AN Application shall be filed with the Zoning Administrator or his/her designee ON A FORM APPROVED BY THE ZONING ADMINISTRATOR.
- B. Applications shall be made by the owner of the property or an agent authorized ~~by a letter~~ IN WRITING BY ~~from~~ all owners of the property.

1.9.1.2 APPLICATION Contents.

A Site Plan APPLICATION shall include, AT A MINIMUM, the following information:

- A. ~~Technical Information: An accurate Site Plan on a minimum eleven by seventeen (11 X 17) inch sheet (or other as determined by the Zoning Administrator) drawn at an appropriate scale showing the boundaries and dimensions of the site, acreage of the site, AND a north arrow; existing zoning of the site and contiguous property; dimensions and center lines of all streets; dimension of all alleys and easements bounding or touching the site; dimensions from all street centerlines to existing curb, gutter, sidewalk, water lines, sewer lines and irrigation lines; location, dimensions, direction and bearing of any major physical features such as railroads or drainage ways; and existing topographic contours at intervals of not more than two (2) feet.~~
- B. ~~Development Information: Proposed grading of the site; proposed public dedications, if any, within the site; proposed location, proposed grade, dimensions and use of all buildings, structures and signs to be located on the site.~~ PROPOSED AND EXISTING STRUCTURES WITH DIMENSIONS AND DIMENSIONS BETWEEN STRUCTURES AND FROM PROPERTY BOUNDARIES TO NEW AND EXISTING STRUCTURES;

- C. LOCATION AND NAME(S) OF ADJACENT AND ABUTTING STREETS, ALLEYS, RIGHTS-OF-WAY AND ANY REQUIRED DEDICATIONS THEREOF;~~Provisions of Services: Location, quantity and typical stall dimensions of off-street parking and loading facilities; points of ingress to and egress from the site, including width of curb cuts; water, sewer, electric, gas and other public and private utility line sizes and locations; internal circulation; refuse collection areas; fire lanes and fire hydrants; off-site improvements; and street lighting.~~
- D. ~~Provision of Amenities: Proposed location of open space and recreational facilities on the site; location and type of landscaping; location and height of screen walls; and location and specifications for any other proposed features of development contributing to the use of the site and to the compatibility of the proposed development with the surrounding area~~OFF-STREET PARKING IN COMPLIANCE WITH UDO SECTION 4.22 OFF-STREET PARKING AND LOADING;
- E. ~~Calculations: As applicable to the proposed development, calculations shall be tabulated on the map for: storm water retention, parking spaces, number of dwelling units, compute density of dwelling units as provided in the Chino Valley General Plan, area of open space, building floor area by category of use and percentage, and area of coverage of the site.~~LANDSCAPING IN COMPLIANCE WITH UDO SECTION 4.26 LANDSCAPE REQUIREMENTS;
- F. SCREENING IN COMPLIANCE WITH SECTION 4.8 WALLS AND FENCES;
- G. OUTDOOR LIGHTING IN COMPLIANCE WITH SECTION 4.24 OUTDOOR LIGHTING;
- H. LOCATIONS OF ALL SIGNAGE IN COMPLIANCE WITH SECTION 4.21 SIGN REGULATIONS;
- I. OUTDOOR STORAGE AND RELATED ACTIVITIES/USES IN COMPLIANCE WITH SECTION 4.9 OUTDOOR STORAGE;
- J. PEDESTRIAN, VEHICLE, AND SERVICE VEHICLE ACCESS; ONSITE CIRCULATION PLANS;
- K. LOCATION OF WATER LINES, SEWER LINES, FIRE HYDRANTS, AND OTHER UTILITIES;
- L. COMPLIANCE WITH SECTION 4.29 DESIGN CONCEPTS;
- M. OTHER INFORMATION AS DEEMED NECESSARY BY THE ZONING ADMINISTRATOR OR HIS/HER DESIGNEE

1.9.1.3 APPLICATION Review

After submittal, ~~the Committee shall review the SITE~~development plan SHALL BE REVIEWED for compliance with the Town's REGULATIONS~~development goals, engineering design standards and other applicable Ordinances.~~ The review procedure is

~~intended to be~~MAY applied in a flexible manner to allow for creative designs, varying development concepts, locations and innovative response to requirements. ~~In the review, the Committee~~IN ADDITION TO COMPLIANCE WITH THE TOWN'S REGULATIONS, THE ZONING ADMINISTRATOR MAY~~shall be guided by~~CONSIDER the following ~~review~~ criteria and principles of development:

- A. The proposed development complies with all provisions of this Ordinance and all other Ordinances, master plans, General Plans, goals, objectives and standards of the Town.
- ~~B. The proposed development does not have any detrimental effect upon the general health, welfare, safety, and convenience of persons residing or working in the neighborhood, and shall not be detrimental or injurious to the neighborhood.~~
- ~~B~~C. The proposed developmentSITE PLAN promotes a desirable relationship of structures to one another, to open spaces, and to topography both on the site and in the surrounding neighborhood.
- ~~D. Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas and pedestrian ways, are so designed as to promote safety and convenience and to be consistent with the requirements and intent of the landscaping and buffering requirements of this Ordinance.~~
- ~~E. Mechanical equipment, appurtenances and utility lines are concealed from view or are otherwise integral to the building and site design.~~
- ~~F. If the proposed development is adjacent to residentially zoned property then the following public notices shall occur at least 30 days prior to the issuance of a building permit: (Amended with Ord. 10-729/Res. 10-933).~~
 - ~~1. The developer shall place notices on the site which are visible from the public rights-of-way and on each corner of the property stating the intent to develop. Said notice shall be a minimum of 11X17 inch in size; and~~
 - ~~2. The developer shall send out letters to property owners within 300 feet stating the intent to develop the property.~~
 - ~~a. The Zoning Administrator (ZA) will determine if the boundary of the mail-out needs to be extended to a maximum of 1,000 feet using the following criteria:~~
 - ~~i. The site is greater than one acre~~
 - ~~ii. The proposed building size is greater than 3,000 sq. ft. either singular or combination.~~

1.9.1.4 SITE PLAN APPROVAL

- A. UPON DETERMINATION THAT THE SITE PLAN IS IN COMPLIANCE WITH ALL DEVELOPMENT STANDARDS AND ANY CONDITIONS OF DEVELOPMENT SET FORTH IN THE ZONING ORDINANCE PERTAINING TO THE PROPERTY, THE SITE PLAN SHALL BE APPROVED BY THE ZONING ADMINISTRATOR OR HIS/HER DESIGNEE.
- B. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, ALL SITE DEVELOPMENT STANDARDS SET FORTH IN SECTION 1.9.2 SHALL BE

CONSTRUCTED OR INSTALLED IN COMPLIANCE WITH THE APPROVED SITE PLAN. IN LIEU OF SUCH INSTALLATION OR WHERE WEATHER CONDITIONS NECESSITATE A DELAY, UPON APPROVAL BY THE TOWN ENGINEER, A CASH DEPOSIT, BOND, OR LETTER OF CREDIT, IN THE TOWN'S DISCRETION, IN AN AMOUNT THAT GUARANTEES COMPLETE INSTALLATION OF SITE PLAN REQUIREMENTS, NAMING THE TOWN OF CHINO VALLEY AS BENEFICIARY, SHALL BE FILED WITH THE TOWN.

The Town of Chino Valley Unified Development Ordinance, Chapter 2 Definitions is hereby amended by amending Section 2.1 Meanings of Words and Terms to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

For this Ordinance, certain terms and words are herein defined.

* * *

Sign. Any identification, description, illustration, symbol or device which is affixed directly or indirectly upon a building, vehicle, structure or land and which identifies or directs attention to a product, place , activity, person, institution or business.

SITE PLAN: A PLAN PREPARED TO SCALE SHOWING THE BOUNDARIES OF A SITE AND THE PROPOSED LOCATION OF ALL BUILDINGS AND STRUCTURES, CIRCULATION, LANDSCAPING, IMPROVEMENTS AND OPEN SPACE AREAS, ALL IN COMPLIANCE WITH THE PROVISIONS OF THIS CODE.

* * *

The Town of Chino Valley Unified Development Ordinance, Chapter 4 General Regulations, Section 4.21 Sign Regulations is hereby amended by amending Subsection 4.21.3 General Sign Regulations, 4.21.6 Permitted Permanent Signs, and 4.21.12 Non-conforming and Unsafe Signs to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

4.21.3 General Sign Regulations

* * *

- F. The source of the sign's illumination, except neon illumination, shall not be visible from any street, sidewalk, or adjacent property and the face of the sign (with the exception of lettering and logos) shall be opaque. This shall not preclude the use of neon sign elements within the commercial zoning districts, which are subject to staff review and approval ~~through the Site Plan Review process~~.

* * *

4.21.6 Permitted Permanent Signs

- A. "Agricultural and Residential Districts": For all signs within "Agricultural and Residential Districts" (OS, AR-36, AR-4, SR-2, SR-0.16, MR-1, and MDP-4) the following shall apply:

* * *

3. Directional Signs:

Such signs are permitted for Multiple Residence Uses and Non-Residential Uses and shall not exceed an area of six square feet (6 sq. ft.) or a height of three feet (3'). These signs shall not be included in calculating the total aggregate area of signage allowed on a particular lot or for a particular business, and may include a maximum of twenty-five percent (25%) of the sign area devoted to the display of a business logo or identification. They shall not be located within the sight visibility triangle as described in Section 4.6, of any driveway. ~~The use, number and location of such signs must be approved through the Site Plan Review process and comply with the requirements of this Ordinance.~~

4. Directory signs:

* * *

~~Freestanding directory signs may be permitted through the Site Plan Review process.~~

* * *

- B. "Non-Agricultural and Residential": Signs within "Non-Agricultural and Residential Districts " (CL, CH, I, PL, and OS) shall comply with the following applicable restrictions. Additionally, any complex of three (3) or more businesses shall be required to submit a comprehensive sign package to be reviewed and recommended by the Commission and approved by Council.

3. Directional Signs:

Such signs shall not exceed an area of six square feet (6 sq. ft.) or a height of three feet (3'). These signs shall not be included in calculating the total aggregate area of signage allowed on a particular lot or for a particular business, and may include a maximum of twenty-five percent (25%) of the sign area devoted to the display of a business logo or identification. They shall not be located within the sight visibility triangle as described in Section 4.7, of any driveway. ~~The use, number and location of such signs must be approved through the Site Plan Review process and comply with all other Ordinance requirements.~~

* * *

4.21.12 Non-conforming and Unsafe Signs

* * *

B. Signs Rendered Non-conforming

* * *

~~4. If a non-conforming sign is located on a parcel that is experiencing development for which Site Plan Review is required, the height and area of the sign shall not be increased to exceed the height and area limitations of the site. If the sign exceeds the site's height and/or area limitations, the excess height and/or area shall be reduced a minimum of fifty percent (50%). Two such reductions shall be permitted; after the third structural change, the sign shall conform to current standards. Nothing in this subsection shall require a non-conforming sign to be reduced to a height or area less than that allowed on the site.~~

The Town of Chino Valley Unified Development Ordinance, Chapter 4 General Regulations, Section 4.22 Off-Street Parking and Loading is hereby amended by amending Subsection 4.22.8 Determination of Required Spaces to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

4.22.8 Determination of Required Spaces

* * *

- E. Large parking lots shall be divided into a series of smaller lots of approximately one hundred-fifty (150) spaces each, using raised landscape island(s) at least ten (10) feet in width, and at least 500 square feet in total area, located along the sides of the parking areas to separate large parking areas. Walkways should be considered as part of these landscape areas. Raised landscape strips at least five (5) feet wide and at least ninety-five (95) square feet in total area, should be located on the ends of parking rows, extending the full length of parking spaces. Additional landscape islands should be considered in the interior of the individual parking areas to provide shade and break up large expanses of parking area. ~~As part of Site Plan review, the Site Plan Review Committee shall review parking lot and landscape layouts to determine if they are in keeping with the requirements of this Ordinance.~~

* * *

The Town of Chino Valley Unified Development Ordinance, Chapter 4 General Regulations, Section 4.26 Landscape Requirements is hereby amended by amending Subsection 4.26.5 Alternative Compliance Provisions to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

4.26.5 ~~Alternative Compliance Provisions~~LANDSCAPE PLANS.

- A. ~~Alternative compliance established.~~ WHERE UNIQUE SITUATIONS COMPLICATE THE PROVISION OF REQUIRED LANDSCAPING,

APPLICANTS ~~Petitioners~~ may choose to follow the requirements described herein or submit An ALTERNATIVE landscape plan to the Zoning Administrator THAT ILLUSTRATES HOW THE INTENT OF UDO SECTON 4.26 WILL BE FULFILLED IN AN ALTERNATIVE MANNER ~~under the alternative compliance provisions of this subsection. The alternative compliance provisions are intended to give flexibility where unique situations complicate the provision of required landscaping.~~ THE ZONING ADMINISTRATOR MAY APPROVE, APPROVE WITH MODIFICATIONS, OR DENY THE ALTERNATIVE LANDSCAPE PLAN BASED ON HIS OR HER DETERMINATION AS TO MEETING THE INTENT OF THE UDO LANDSCAPE REQUIREMENTS AND THE UNIQUE CHARACTERISTICS AND CHALLENGES OF THE PROPERTY AT ISSUE.

B. ~~Appeal of Zoning Administrator's Decision.~~ If An APPLICANT ~~developer chooses to submit~~ S An ALTERNATIVE landscape plan ~~through the alternative compliance process, and the~~ WHICH IS NOT APPROVED BY THE Zoning Administrator ~~does not approve the landscape plan,~~ the APPLICANT ~~Developer may appeal the Zoning Administrator's decision to the Site Plan Review Committee.~~ BOARD OF ADJUSTMENT.

C. ~~Authority of Director.~~ ~~the Zoning Administrator may, at their discretion, choose to forward an alternative compliance proposal to the Site Plan Review Committee for final approval.~~

D. ~~Poor performance.~~ ~~Alternative compliance may be used where landscaping has repeatedly performed poorly and the property owner wishes to propose alternative plantings/arrangements.~~

The Town of Chino Valley Unified Development Ordinance, Chapter 4 General Regulations is hereby amended by amending Section 4.29 Design Concepts to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

4.29 Design Concepts

Development goals: protect investment in the community by encouraging consistently high quality development and promote projects that are suitable in the context of a southwest environment.

Applicability: to achieve these goals, the design concepts apply to all new commercial and office developments ~~as well as all developments requiring site plan review.~~ AND REDEVELOPMENT OR REMODELING OF EXISTING COMMERCIAL DEVELOPMENTS WHERE MORE THAN 50% OF THE EXTERIOR OF THE STRUCTURE WILL BE SUBSTANTIALLY MODIFIED.

* * *

The Town of Chino Valley Unified Development Ordinance, Chapter 5 Subdivision Regulations, Section 5.2 Subdivision Application Procedures is hereby amended by amending Subsections 5.2.2 Pre-application Conference, 5.2.3 Preliminary Plat, and 5.2.4 Subdivision Technical Review to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikethrough~~):

5.2.2 Pre-application Conference

Pre-application Conference: The pre-application conference ~~stage of the subdivision planning process is an investigatory period that~~ precedes preparation of platting and improvement plans by the subdivider. During this ~~time~~, CONFERENCE, subdividers make their intentions known informally to the Town, are advised of specific public objectives related to the subject tract, and are given detailed information regarding platting procedures and requirements.

- A. ~~Actions of the Subdivider.~~ The subdivider must ~~meet informally with the Site Plan Review Committee to present~~ PROVIDE a general outline of the proposed development including:

1. Sketch plan(s) and ideas regarding land use, street and lot arrangement, and tentative lot sizes;
2. Tentative proposals regarding water supply, sewage disposal, surface drainage and street improvements.

- B. ~~Actions of the Site Plan Review Committee.~~ The ~~Site Plan Review Committee~~ STAFF will discuss the proposal with the subdivider and provide input and suggestions regarding procedural steps, public policy objectives, design and improvement standards, and general platting requirements. Then, depending upon the scope of the proposed development, the ~~Committee~~ STAFF will:

* * *

- C. Subdivision Referral and Approval Process: Within fifteen (15) days of the ~~review of the sketch plat by the Site Plan Review Committee~~ PRE-APPLICATION CONFERENCE, the Zoning Administrator or his/her designee will ~~issue~~ SEND a written notice ~~advising~~ TO the subdivider WITH STAFF'S RECOMMENDATIONS RELATED TO ~~to proceed with the~~ preparation AND SUBMITTAL of a preliminary plat BY DEVELOPER to be considered by the Planning and Zoning Commission and Council.

* * *

5.2.3 Preliminary Plat

No later than 120 days after the date of the ~~Committee's~~ ZONING ADMINISTRATOR'S comment letter, an applicant shall apply for a preliminary plat or submit a Development Master Plan (DMP), unless the Applicant can show cause for the delay to the satisfaction of the Zoning Administrator.

* * *

5.2.4 Subdivision Technical Review

* * *

- D. Engineering Plan and Specification Submission Comprehensive Development Plan (CDP) - In conjunction with the other engineering plans prescribed in this

Ordinance, the subdivider must provide a CDP that illustrates the physical relationship of all the proposed utility improvements for the proposed subdivision. The intent of this plan is to cumulatively index all proposed utility improvements for easy reference, and to provide for a coordinated development effort. The subdivider, at his option, may choose to submit a preliminary CDP for ~~Site Plan Review Committee~~ STAFF review prior to the preparation and submittal of a final CDP and other improvement plans.

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 06/23/2015
Contact Person: Ruth Mayday, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: NA

AGENDA ITEM TITLE:

Consideration and possible action to Amend UDO Section 1.9.2 (E) Protests to require all letters of protest for zoning changes to be submitted three (3) business days before the day of the meeting.

RECOMMENDED ACTION:

To ensure due process for all parties in a zoning change or text amendment and allow adequate time to verify the content and signatures on letters of protest, staff recommends adopting the proposed amendments.

Motion: I move to adopt Ordinance No. 15-797 amending Section 1.9.2 amendments subsection (e) Protests to require all letters of protest to text amendments and zoning changes to be submitted to the clerk's office three (3) business days prior to the date of the meeting.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

On October 14, 2014 Town Council considered an application from LaVacara Trust to rezone 16.81 acres from AR-5 (Agricultural/Residential 5 Acre Minimum) to CL-PAD (Commercial Light Planned Area Development), and MR-PAD (Multifamily Residential, Planned Area Development). During the Public Hearing, but after the public comment portion of the meeting was closed, the Clerk received at least one (1) written protest to the proposed rezoning.

Both Arizona Revised Statutes and the Unified Development Ordinance are silent on the matter of

when the written protests must be received in order to be valid. To define and clarify the process and avoid future litigation, a text amendment to UDO Chapter 1, Administration and Procedures, Subsection 1.9.2 (E), instituting a three (3) business day deadline for the receipt of written protests by the Town Clerk. The 3 business day deadline is designed to provide Staff sufficient time to verify signatures and ownership of the parcels and to provide Council with notice of a valid protest requiring a super majority vote for approval prior to the item being heard by Council. It will also enable Staff to provide notice to the applicant of the protest and need for super majority vote, giving the applicant an opportunity to work with the neighbors to resolve issues prior to the Council considering the item.

During its regular meeting on May 5, 2015, the Planning and Zoning Commission discussed this item and offered the public an opportunity to comment in compliance with the Citizen Review Process. No comments were made by the public. Motion by Pasiack, second by Sloan to schedule a public hearing for consideration and possible action on the proposed amendments. Motion carried 4-0. A Public Hearing was held on June 2, 2015 after proper notice in compliance with ARS 9-462.04. There were no members of the public present to comment. The Commission voted unanimously to forward the proposed text amendments to Town Council with a recommendation of approval.

Findings of Fact

- 1) Both Arizona Revised Statutes and the Unified Development Ordinance are silent on the matter of when the written protests must be received in order to be valid.
- 2) There is no time for staff or the applicant to review letters of protests to determine completeness which compromises due process for the applicant.
- 3) Protests submitted during the meeting cannot be adequately verified which may deprive both the applicant and the protestor due process.
- 4) A lack of appropriate due process can result in legal action against the Town.

Fiscal Impact

Fiscal Impact?: NO

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance No. 15-797

ORDINANCE NO. 15-797

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA AS FOLLOWS: CHAPTER 1: ADMINISTRATION AND PROCEDURES, SECTION 1.9 REVIEW AND APPROVAL PROCESS, SUBSECTION 1.9.2 AMENDMENT, PARAGRAPH E PROTESTS RELATED TO CLARIFYING AND PROVIDING STANDARDS FOR FILING LEGAL PROTESTS TO REZONING DECISIONS OF THE TOWN COUNCIL; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES

WHEREAS, the Town Council finds it is necessary and in the best interests of the Town to amend the Unified Development Ordinance to eliminate contradictions, clarify language, and establish certain procedures related to legal protests to rezoning decisions; and

WHEREAS, the Town Council has determined that the proposed amendments will protect the rights of applicants and surrounding neighbors; and

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

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

Section 1. In General

The Unified Development Ordinance of Chino Valley, Arizona, Chapter 1: Administration and Procedures, Section 1.9.2 (E) Protests is hereby amended to read as follows (additions shown in ALL CAPS; deletions in ~~strikeout~~):

- E. Protests. If the owners of twenty (20) percent or more of the area of the lands included in a proposed Ordinance or zoning map change, or those immediately adjacent in the rear or any side extending one hundred fifty (150) feet therefrom, or those directly opposite extending one hundred fifty (150) feet from the street frontage of opposite lots, file a protest in writing against a proposed Ordinance amendment, such amendment shall not become effective except by favorable vote of three-fourths (3/4) of the Council. If any member of Council is unable to vote because of a conflict of interest, then the required number of votes shall be three-fourths (3/4) of the remaining Council members (provided that required number of votes shall not be less than a majority of the full Council). WRITTEN PROTESTS MUST BE FILED WITH AND RECEIVED BY THE TOWN CLERK AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE DATE OF THE PUBLIC HEARING AT WHICH THE ORDINANCE OR ZONING MAP CHANGE WILL BE HEARD BY THE COUNCIL.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code 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 4. Providing for Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Unified Development Ordinance of the Town of Chino Valley, Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this ____ day of _____, 2015 by the following vote:

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

APPROVED this ____ day of _____, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis L.N. Smiley

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN

OF CHINO VALLEY ON THE ____ DAY OF _____, 2015, WAS POSTED IN THREE
PLACES ON THE ____ DAY OF _____, 2015.

Jami Lewis, Town Clerk

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 8. a.

Meeting Date: 06/23/2015
Contact Person: Laura Kyriakakis, Human Resources Director
Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of Staff Presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Pursuant to A.R. S. § 38-431.03(A)(1) for discussion or consideration of appointment, assignment, and salary of Catherine Kelley as Presiding Magistrate of the Chino Valley Municipal Court. (Phyllis Smiley, Town Attorney; Laura Kyriakakis, Human Resources Director).

Attachments

No file(s) attached.

THIS PAGE INTENTIONALLY LEFT BLANK



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 9. a.

Meeting Date: 06/23/2015
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to: (i) appoint Catherine Kelley as Presiding Town Magistrate; (ii) approve the proposed contract with Catherine Kelley for magistrate services; (iii) swear in Catherine Kelley as Presiding Town Magistrate. (Phyllis Smiley, Attorney; Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

(i) Move to appoint Catherine Kelley to serve as Presiding Magistrate Judge for the Chino Valley Municipal Court and to approve the proposed contract for magistrate services, effective June 25, 2015 and expiring on June 30, 2017.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-45-5109
Available: \$60,000

Funding Source:

The amount is budgeted for in the Municipal Court Budget.

Attachments

Oath of Office

OATH OF OFFICE

State of Arizona, County of Yavapai, I, Catherine Kelley, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the Office of Presiding Magistrate Judge member of the Town of Chino Valley to the best of my ability, so help me God (or so I do affirm).

Catherine Kelley,

State of Arizona)
 §
County of Yavapai)

I, Liz Hart, Deputy Town Clerk, do hereby certify that on the 23rd of June, 2015, Catherine Kelley, duly affirmed her Oath of Office of Presiding Magistrate Judge member of the Town of Chino Valley, Yavapai County, Arizona, and that I administered said Official Oath.

Liz Hart, Deputy Town Clerk