



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, JULY 14, 2020
6:00 P.M.**

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

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

AGENDA

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

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

4. **RESPONSE TO THE PUBLIC**

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

- a. Comments regarding Meridian Parkway located in the Bright Star Subdivision.

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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.
- c. Report regarding upcoming Alternative Expenditure Limitation (Home Rule) option. (Joe Duffy, Administrative Services Director)

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. **p.5** Consideration and possible action to approve an extension of Town Prosecutor Contract with Lexington Law firm through June 30, 2022 for a monthly amount of \$3,250.00. (Cecilia Grittmann, Town Manager)
- b. **p.9** Consideration and possible action to adopt Resolution No. 2020-1163, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2020-2021, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Administrative Services Director)
- c. **p.15** Consideration and possible action to adopt Resolution No. 2020-1164, designating Joe Duffy as Chief Fiscal Officer for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Arizona Auditor General. (Joe Duffy, Administrative Services Director)
- d. **p.19** Consideration and possible action to appoint applicants to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, Public Safety Retirement Board, Industrial Development Authority, and Municipal Property Corporation per recommendation of the Appointments Subcommittee. (Jami Lewis, Town Clerk)
- e. **p.25** Consideration and possible action to approve the June 23, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. **p.37** Consideration and possible action to approve a transient merchant license/ temporary use permit for Tonya Childers, Natural Ag Solutions, to conduct hay sales for more than three days, on property located at 501 N State Route 89, Chino Valley, AZ 86323. (JoAnn Brookins, Customer Service Manager)

Recommended Action: Direction to staff per council discussion.

- b. **p.53** Consideration and possible action to move the 50th Anniversary celebration for the Town of Chino Valley from September 2020 to September 2021, including the funding for the activities. (Cecilia Gritman, Town Manager)

Recommended Action: Move the 50th Anniversary celebration for the Town of Chino Valley from September 2020 to September 2021, including the funding for the activities.

8. **ADJOURNMENT**

Dated this 9th day of July, 2020.

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.

Council meetings are live-streamed on Cable Channel 57, Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/88089355589>

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap: US: +13462487799,,88089355589# or +16699009128,,88089355589#

Webinar ID: 880 8935 5589

CERTIFICATION OF POSTING

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

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 07/14/2020
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve an extension of Town Prosecutor Contract with Lexington Law firm through June 30, 2022 for a monthly amount of \$3,250.00. (Cecilia Grittmann, Town Manager)

RECOMMENDED ACTION:

Approve an extension of Town Prosecutor Contract with Lexington Law firm through June 30, 2022 for a monthly amount of \$3,250.00.

SITUATION AND ANALYSIS:

The Town has contracted with Lexington Law Services since 2016 for prosecutorial services. Their contract expires 6/30/2020, and they have agreed to another 2-year term with no increase in their monthly fee. This contract will run for a 2-year period, terminating 6/30/2020. We received positive feedback from the four users of prosecution services: The paralegal who works with the Prosecutor, the Police Department, the Court staff, and the Code Compliance department. Staff recommends an additional 2-year extension.

The contract, dated 2016, allows, at the Town's option, a contract extension for 5 additional 2-year terms. This would be the 2nd extension.

Fiscal Impact

Fiscal Impact?: Y
If Yes, Budget Code:
Available:
Funding Source:

Attachments

A2 to PSA - Lexington Law

**SECOND AMENDMENT
TO
TOWN PROSECUTOR CONTRACT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
LEXINGTON LAW FIRM**

THIS SECOND AMENDMENT TO TOWN PROSECUTOR CONTRACT (this “Second Amendment”) is entered into as of July 14, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Lexington Law Firm (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into a Town Prosecutor Contract, dated July 20, 2016, for Contractor to provide prosecution services for the Town (the “Initial Contract”). The Initial Contract was amended by the First Amendment to Town Prosecutor Contract on April 25, 2018, to extend the term until June 30, 2020 (the “First Amendment,” which, together with the Initial Contract is referred to as the “Contract”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Contract.

B. The initial term of the Contract was two years, with the opportunity for the Town to renew for up to five additional two-year periods. The Town desires to extend the Contract for the second two-year renewal period.

AGREEMENT

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

1. Term of Contract. The term of the Contract is hereby extended and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided pursuant to the terms and conditions of the Contract.

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

3. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this Second Amendment are forever waived.

4. Conflict of Interest. This Second Amendment and the Contract may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

“Town”

“Contractor”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

LEXINGTON LAW FIRM

By: _____
Darryl Croft, Mayor

By: _____

Name: _____

ATTEST:

Title: _____

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 07/14/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2020-1163, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2020-2021, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Adopt Resolution No. 2020-1163 levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2020-2021 and ordering copies of the resolution to be delivered to the County Board of Supervisors and the Arizona Department of Revenue.

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

RES 2020-1163 CVSLID Levy

RESOLUTION NO. 2020-1163

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2020/2021; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of Arizona Revised Statutes ("A.R.S.") § 48-616 require the Mayor and Council of the Town of Chino Valley (the "Town Council") to levy taxes upon all property in a municipal street lighting improvement district to pay the annual expenses of said district; and

WHEREAS, in accordance with A.R.S. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2020, and ending June 30, 2021, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3 Lighting Improvement District (collectively, the "Lighting Districts"); and

WHEREAS, on May 26, 2020, the Town Council approved Resolution 2020-1160, (i) adopting the estimates of expenditures for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as the tentative budgets for the Lighting Districts and (ii) directing that the budgets be posted and public notice be provided as required by law; and

WHEREAS, the required posting occurred and the required notice was given by the Town Clerk as required by law, and on June 23, 2020, the Town Council (i) held a public hearing on the final budgets and proposed tax levies as required by law and (ii) adopted Resolution 2020-1162, approving the final budgets for the Lighting Districts for the fiscal year beginning July 1, 2020, and ending June 30, 2021; and

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

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

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

SECTION 2. For each street lighting improvement district within the Town of Chino Valley listed on the Schedule of Estimated Assessments, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of each such street lighting improvement district is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation. The Town Council

finds and determines that the amounts specified in the column labeled "2020/2021 Levy Request" on Exhibit A do not exceed \$1.20 per \$100 assessed valuation.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August, 2020 (August 17, 2020).

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 14th day of July, 2020.

Darryl Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1163 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 14, 2020, 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

EXHIBIT A
TO
RESOLUTION NO. 2020-1163

[Schedule of Estimated Assessments]

See following page.

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Statement of Estimates and Expenses

Fiscal Year - 2020/2021

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2019/ 2020 Estimated Actual Expenses	2019/ 2020 Levy Request	2019/ 2020 Difference on Expenses vs. Levy	2020/ 2021 Projected Expenses	2020/ 2021 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 1,100	\$ 1,000	\$ (100)	\$ 1,100	\$ 1,200

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 07/14/2020
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 adopt Resolution No. 2020-1164, designating Joe Duffy as Chief Fiscal Officer for officially submitting the Fiscal Year 20/21 Expenditure Limitation Report to the Arizona Auditor General. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Adopt Resolution No. 2020-1164, designating Joe Duffy as Chief Fiscal Officer for officially submitting the Fiscal Year 2021 Expenditure Limitation Report to the Arizona Auditor General.

SITUATION AND ANALYSIS:

As required by Arizona Revised Statutes 41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Fiscal Impact

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

Attachments

RES 2020-1164 CFO 2021

RESOLUTION NO. 2020-1164

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Chino Valley Mayor and Council desires to designate Finance Director Joe Duffy, as the Town's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

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

SECTION 2. Finance Director Joe Duffy is hereby designated as the Town's Chief Fiscal Officer for purposes of submitting the fiscal year 2021 AELR to the Arizona Auditor General's Office on the Town of Chino Valley's behalf.

SECTION 3. 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.

SECTION 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution, including submitting an updated form and documentation for any changes in the individuals designated to file the AELR.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 14th day of July, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2020-1164 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on July 14, 2020, 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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. d.

Meeting Date: 07/14/2020
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: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, Public Safety Retirement Board, Industrial Development Authority, and Municipal Property Corporation per recommendation of the Appointments Subcommittee. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Appoint applicants to the Board of Adjustment, Parks and Recreation Advisory Board, Roads and Streets Committee, Senior Center Advisory Board, Public Safety Retirement Board, Industrial Development Authority, Industrial Development Authority, and Municipal Property Corporation per recommendation of the Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on June 16 to review applications and make recommendations for the public bodies below. Based on their review of the applications, they and staff recommend the following appointments:

- *Board of Adjustment* - Don Woods to Alternate Board Member position for a 1-year term of Aug. 1, 2020 - July 31, 2021.
- *Parks & Recreation Advisory Board* - Carrie Gofourth, Todd League, David Somerville, Celia van der Molen, and John McCafferty to 2-year terms of July 1, 2020 - June 30, 2022.
- *Public Safety Retirement Board* - Jack Miller, Dean Keller, and Det. Amy Chamberlin to 4-year terms of July 1, 2020 - June 30, 2024.
- *Roads & Streets Committee* - Robert Johan, Jack Miller, and James Wise to 2-year terms of July 1, 2020 - June 30, 2022.
- *Senior Center Advisory Board* - Anita DeMello, David Somerville, Annelies Evans, and Dianna Voegelé to 2-year terms of July 1, 2020 - June 30, 2022.
- *Industrial Development Authority* - Dianna Voegelé to 6-year term of July 1, 2020 - June 30, 2026.
- *Municipal Property Corporation* - Beverly Duffy and John McCafferty to 3-year terms of July 1, 2020 - June 30, 2023.

After these appointments, the only remaining vacancy is on the Municipal Property Corporation, which is pending a determination by the Town's risk insurer and Town Attorney as to whether this seat should be filled by a councilmember or a public member.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

June 16, 2020 draft minutes

DRAFT

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

**TUESDAY, JUNE 16, 2020
4:00 P.M.**

The Town Council Appointments Subcommittee of the Town of Chino Valley convened for a regular meeting in the Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona.

1) CALL TO ORDER

Mayor Croft called the meeting to order at 4:01 p.m.

2) ROLL CALL

Present: Mayor Darryl Croft (Chair); Councilmember Mike Best; Vice-Mayor Lon Turner

Staff Present: Town Clerk Jami Lewis (recorder)

Attendees: Vice-Mayor Jack Miller

- a) *An additional Councilmember may attend this meeting for observation and training purposes, but will not participate in subcommittee discussions and decisions.*

3) APPROVAL OF MINUTES

- a) Consideration and possible action to approve the November 14, 2019 Regular Meeting minutes.

MOVED by Councilmember Mike Best, seconded by Mayor Darryl Croft (Chair) to approve the minutes as printed.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best

2 - 0 PASSED

4) OLD BUSINESS

5) NEW BUSINESS

- a) Review applications and make recommendation to the Town Council regarding appointments to the Board of Adjustment, Parks and Recreation Advisory Board, Public Safety Retirement Board, Roads and Streets Committee, Senior Center Advisory Board, Industrial Development Authority, and Municipal Property Corporation.

Town Clerk Lewis reported that Dianna Voegelé applied for all boards and committees. As she is running for Council, the Subcommittee could appoint her to any positions, but should she be elected, she would have to resign from them in December. The Subcommittee could also recommend a secondary person to fill such position should she get elected.

Board of Adjustment

Ms. Lewis related that there was one vacancy for the Alternate position and two applicants, Dianna Voegelé and Don Woods.

Subcommittee members ("Members") reviewed applications for the Board of Adjustment. They noted that Mr. Woods had a good resume for this position.

(Councilmember Turner arrived at 4:05 p.m.)

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend Don Woods for appointment to the Board of Adjustment.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Parks and Recreation Advisory Board

Ms. Lewis reported that this board had five expirations. Four incumbents applied for re-appointment: Carrie Goforth, Todd League, David Somerville, Celia van der Molen. Two new applicants were Dianna Voegelé and John McCafferty.

Members reviewed the applications. They believed the incumbents had done well and they had heard nothing negative about them. They noted that John McCafferty was already on the Planning and Zoning Commission, but he had been very involved in local soccer.

MOVED by Councilmember Mike Best, to recommend appointment of John McCafferty to Parks and Recreation Advisory Board, and recommend re-appointment of the four who applied for re-appointment.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Public Safety Retirement Board

Ms. Lewis reported that the Clerk's Office does not actively recruit for this board, as it requires specialized knowledge and applicants are generally referred internally. The only three applicants are the incumbents, Dean Keller, Det. Amy Chamberlin, and Vice-Mayor Jack Miller.

Members reviewed the applications. They had no objections to the applicants.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend appointment of the three applicants that have applied, Officer Chamberlin, Dean Keller, and Jack Miller.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Roads and Streets Committee

There were three expirations and five applicants. The three incumbents, Robert Johan, Jack Miller, and James Wise, applied for re-appointment. New applicants were Dianna Voegelé and John McCafferty.

Members discussed the applications. They noted that The three incumbents brought a lot to the committee.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend appointment of the three applicants for the Roads and Streets Committee, Jack Miller, James Wise, and Robert Johan.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Senior Center Advisory Board

Mayor Croft noted that Nancy Best and Tim Prater were not applying for re-appointment. The staff report noted that there were four positions open and four applicants. Anita DeMello and David Somerville had applied for re-appointment, and Annelies Evans and Dianna Voegelé were new applicants.

Members reviewed the applications and had no objections to any of the applicants.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend appointment of Dianna Voegelé and Annelies Evans [and Anita DeMello and Davide Somerville] to the Senior Center Advisory Board.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Industrial Development Authority

Mayor Croft noted that there was one vacancy and one applicant, Diana Voegelé. Ms. Lewis stated that Ms. Voegelé was a good candidate for this board, as well as Municipal Property Corporation.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend appointment of Dianna Voegelé to the Industrial Development Authority.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Municipal Property Corporation

There were two expirations, one vacancy, and three applicants, John McCafferty and Beverly Duffy, incumbents, and Dianna Voegelé, new applicant. Ms. Lewis reported that there was a situation with this board, in that the Town's risk insurer had wanted a councilmember on the board for insurance purposes, but the Town Attorney did not favor that, as it was legally better to keep the two bodies separate from each other. The risk insurer's last communication was that he was going to do more research before making a recommendation to the Town. Staff had not heard receive any

recommendation as yet.

Members and staff discussed options, such as make no appointment now, or make an appointment contingent upon certain conditions. Ms. Lewis suggested taking no action now, but if Dianna Voegele does not get elected and a councilmember is not needed, direct staff to recommend putting her on the board.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to take no action now, but if Dianna Voegele does not get elected and a councilmember is not needed, direct staff to recommend putting her on the board.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

6) ADJOURNMENT

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Mike Best to adjourn at 4:19 p.m.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

Submitted: June 17, 2020.

By: *Jami C. Lewis, Town Clerk*

Approved: _____, 2020.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. e.

Meeting Date: 07/14/2020

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

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 23, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the June 23, 2020, regular meeting minutes.

Attachments

06/23/20 draft minutes

DRAFT

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

**TUESDAY, JUNE 23, 2020
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 23, 2020.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Absent: Councilmember Cloyce Kelly

Staff Town Manager Cecilia Gritman; Town Attorney Andrew McGuire (remotely); Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Assistant Planner Will Dingee; Utilities Maintenance Technician Roger Strader; Officer Sophia Newton (Sergeant at Arms); IT Manager Spencer Guest (videographer); Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Erin Deskins

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

Mayor Croft called the meeting to order at 6:00 p.m. and 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 on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Bright Star subdivision residents, Jim Milligan, Bob Blackmore, Morris Dumont, and Anthony Mazzella, spoke about dust and pavement issues with East Meridian Parkway. Key points were:

- They had a petition with 61 signatures asking the Town to fix the road.
- The road had deteriorated after a bad storm. After patching no longer worked, it was ripped up about six months ago. Per an email, that portion of the road was only supposed to last a few years and it had exceeded its lifetime. Due to prevailing winds and dust, residents could not be outside and the dust was posing problems for residents with health issues. The conditions had devalued their homes.
- Also, even though the speed limit was 15 mph, drivers went through at 50 mph. Weight limits were exceeded by local trucks coming through. Councilmembers had been invited to witness this, but residents did not hear from them.

- Residents had asked for a four-way stop, speed bumps, and speed traps. The Road Department had told them the four-way would result in more excessive speeding and more accidents; speed bumps would result in lawsuits against the Town; and only one officer for 20 minutes parked in the area.

Mayor Croft asked Staff and Town Manager to look at the issue and come up with a solution or a resolution to the problem. It would also be brought to the Roads and Streets Committee.

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) Request for Council approval of amendments to Unified Development Ordinance (UDO) Section 154 related to guest houses.

Mayor Croft reported that this was on tonight's agenda and would be discussed at that time.

- b) Comments and concerns with regard to lot split regulations.

Mayor Croft stated that there would be a study session devoted to lot splits in the upcoming week and citizens were invited to come and provide input.

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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Councilmember Perkins recognized community sponsors, local alumni, and parents for their participation with the Class of 2020 senior ball.

Mayor Croft reported on the latest COVID-19 pandemic recommendations with regard to social distancing, face coverings, and hand washing. Although he had received requests from citizens that face masks be mandated, as well as many more who preferred personal choice, the bottom line was that a mandate would have little effect because it could not be enforced.

Mayor Croft also announced that he purchased the first burger from the newly-opened Burger King.

- b) Reading of letter in support of our local Police Department by Mayor Darryl Croft.

Mayor Croft read a letter that expressed support for the Town's police personnel and volunteers, and other police departments around the country in light of the current climate around the nation. The letter provided an overview of the department's personnel; its responsibility to the community; training in cultural diversity, de-escalation tactics and crisis intervention; core values; oversight and review of officers' use of force; diligence to earn the community's and council's respect; and horrible situations they often faced. The Council did not support defunding the police department.

- c) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

Ms. Grittmann reported on:

- Write-in candidates for Mayor and Council seats having until June 25th to file.
- Proposition 450 "Home Rule Option" on the August 4 Primary Ballot.
- The Chamber of Commerce and League of Women Voters sponsoring a virtual Town Council Candidates forum on June 29th.
- The July 4th celebration being cancelled because of weather concerns and several vendors pulling out of the event; the pool being open for free swimming; and the fireworks show being moved to the 50th Anniversary celebration in September.

- d) Status report by Public Works Director/Town Engineer Frank Marbury regarding upcoming Capital Improvements.

Mr. Marbury reported on several capital projects:

- *Road 3 North flood control project* had been awarded and easements on certain properties were needed before the project could begin.
- *School bus lane project* was on tonight's agenda.
- *Rodeo Drive improvement project 60% design* – Submittals were completed and comments made during a meeting were being implemented into the design revisions.
- *Old Home Manor Master Water Plan* – A meeting was scheduled for the current week and an update will be provided to the Utility Subcommittee in July.
- *Septage receiving study* was in the final draft with a few minor comments and will be presented to the Utility Subcommittee.
- *Utility shop and park bathrooms project* – Bathroom walls had been erected and roof was to start soon, but was dependent on the delivery of the bathroom fixtures. The contractor was working hard to have it ready for the Labor Day weekend celebrations.

- e) Report regarding upcoming Alternative Expenditure Limitation (Home Rule) option. (Joe Duffy, Finance Director)

Mr. Duffy presented on this item:

- The newspaper had done a good job on the recent Home Rule article.
- In 1980, Arizona voters approved a constitutional amendment prescribing that each city, county, town, and community college district set an expenditure limitation that would allow them to increase budgets per population and inflation increases.
- In reality, small towns like Chino had outgrown the inflation limitations. Because of this, since 1985 citizens had chosen the home rule option. The current option expires in June of 2021.
- The alternative expenditure limit gave voters three options: (i) State limit, which used the state formula; (ii) permanent base adjustment, which allowed an adjustment to one of the

factors in the state formula; or (iii) Home Rule, which allowed the Council to set the budget based on how much money was brought in every year to provide services.

- The Town currently had a \$24 million budget. The state limit would allow the Town a budget of \$9.8 million, which would mean \$14 million in revenues could not be used.
- A “yes” vote will allow the Town to set their own budget limit based on revenues, and a “no” vote will require the Town to set a spending cap based on the state formula for at least two years.
- Information was available to the public through media, brochures, Town website, and mailers. Staff was also personally available if people wanted to call.

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 Jack Miller, seconded by Councilmember Mike Best to accept consent agenda items (a) through (e).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to adopt Resolution No. 2020-1169, declaring that the Town Council deems the granting of a certain franchise beneficial for the Town, and ordering an election to be held on November 3, 2020, for the purpose of submitting to the voters the question as to whether or not a franchise shall be granted to Chino Meadows II Water Company. (Andrew McGuire, Town Attorney)
- b) Consideration and possible action to adopt Resolution No. 2020-1170, declaring that the Town Council deems the granting of a certain franchise beneficial for the Town, and ordering an election to be held on November 3, 2020, for the purpose of submitting to the voters the question as to whether or not a franchise shall be granted to UNS Gas, Inc. (aka Unisource Energy Services). (Andrew McGuire, Town Attorney)
- c) Consideration and possible action to adopt Resolution No. 2020-1168, amending Resolution No. 2020-1156, Call of Election for Fall 2020, designating election date, purposes of election, deadline for voter registration, and location and deadline for candidates to file nomination papers. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to acknowledge scrivener's correction on Council minutes dated May 12, 2020, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to approve the June 9, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to approve a construction contract with Asphalt Paving & Supply, Inc. for the Chino Valley Unified School District Improvement Project in the amount of \$266,126.66 contingent upon approval by the Chino Valley Unified School District Facilities Board. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve a construction contract with Asphalt Paving & Supply, Inc. for the Chino Valley Unified School District Improvement Project in the amount of \$266,126.66 contingent upon approval by the Chino Valley Unified School District Facilities Board.

Mr. Marbury reported that:

- This project was for the school district and used Adjacent Ways Funds (AWF), which originated with the school district. Such funds come through the Town because of how AWF monies were handled.
- The project was for bus lanes to separate passenger vehicles from the buses on the Del Rio campus. The Town put out the bid for the school district and received two bids. The low bid was from Asphalt Paving and Supply for \$266,126.66.
- The Facilities Board needed to approve the bid at their meeting on June 24th. In order to save time, Staff recommended approving the project contingent on the Facilities Board's approval.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to approve a construction contract with Asphalt Paving & Supply, Inc. for the Chino Valley Unified School District Improvement Project in the amount of \$266,126.66, contingent upon approval by the Chino Valley Unified School District Facilities Board.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- b) Consideration and possible action to adopt Ordinance 2020-881 to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, by amending the following Sections: Section 3.6 (AR-5 Agricultural/Residential), Section 3.7 (AR-4 Agricultural Residential), Section 3.8 (SR-2.5 Single Family Residential), 3.9 (SR-2 Single Family Residential), 3.10 (SR-1.6 Single Family Residential and 3.11 (SR-1 Single Family Residential) by modifying the guesthouse requirements and removing Section 3.5 (AR-36 Agricultural/Residential) in its entirety. (Joshua Cook, Development Services Director)

Recommended Action: Adopt Ordinance 2020-881 to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, certain sections related to guesthouse requirements.

Assistant Planner Will Dingee presented this item:

AR-36 Zone

Staff was requesting the removal of the AR-36 zoning district because it was no longer relevant within the Town. There were currently no properties within the Town limits that held the zoning classification and the entitlements for AR-36 were an exact match with the AR-5 zoning district. It was Staff's opinion that no property owner would want to up-zone their property from an AR-5 to AR-36.

Guesthouse Regulations

- The Town Code defined a guesthouse as a living or sleeping quarters for the sole use of occupants of the premises, guests of occupants, or persons employed on the premises. Such quarters could not be rented and or otherwise listed for income purposes. Staff was proposing to amend guesthouse size restrictions to give property owners more freedom to develop their properties as they saw fit.
- Under the current regulations, and depending on zoning district, property owners were limited to a maximum of either 800 square feet or 1,200 square feet, which was calculated under roof and not separated by livable or non-livable.
- Staff was recommending a 1,200-foot livable maximum or a percentage of the primary residence, whichever was bigger. This would apply to all zoning districts, but only on properties of one acre or more, with the only caveat being the percentage of the primary residence. Non-livable space would not count towards the total square footage of the guesthouse.
- In AR-4 and AR-5, the percentage was proposed at 75% square footage of the total primary residence or the 1,200 square feet, whichever was larger. In the SR-1 and SR-2 zones, the percentage started at 50% of the primary residence.
- Common questions Staff received pertained to renting guesthouses, using tiny homes or manufactured homes, and constructing two guest homes on a property. Guest homes could not be used for any income purposes. Tiny homes, park trailers, park models, mobile homes, travel trailers, and recreational vehicles could not be utilized as a guesthouse because they were built to separate standards. A manufactured home could be used as a guesthouse if it met building code requirements. Only one guesthouse per property was allowed.

Staff provided further details per Council questions:

- There was no minimum size for guesthouses.
- If the criteria were met, a larger home could be built and used as a primary, while an existing smaller home could ultimately be used as the guesthouse.
- Staff summarized the percentages and explained that Council could change the percentages or square footages.

Public Comment

Jay Bates asked about renting, as it would generate income for the Town. Staff explained that allowing a rental would turn the property into a multi-family property and this zoning was for single-family residences.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to adopt Ordinance 2020-881 to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, certain sections related to guesthouse requirements.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

- c) Public Hearing regarding Resolution No. 2020-1161, relating to the Town's Final Budget for Fiscal Year 2020/2021 and the proposed expenditure limitation for the same year, in the amount of \$24,407,900. (Joe Duffy, Finance Director)

Recommended Action: Hold the Public Hearing.

Mr. Duffy presented the final budget. Highlights included:

- The *current budget* was down by \$3.5 million, primarily because moving \$2 million from the general fund to capital improvement fund in the previous fiscal year was not done in this fiscal year.
- *HURF* transfers were increased from \$100,000 to \$675,000.
- *Reserve balance* – The current fiscal year's was projected to be 44% of total expenditures, which was \$5 million. The Town was only required to have 25% of expenditures.
- *Revenues* – With the pandemic, there would be some sort of decrease, most likely of State Shared Revenues, but thus far, the Town's sales taxes were going well. To prepare for such possible cuts from the pandemic, no projects would be started until the Town was sure it was over the hump. Staff was not worried because the rainy-day fund was in good shape.
- *Police radio upgrades* – \$60,000 was earmarked, but they were waiting on a federal grant that would pay a significant portion.
- *Projects* included refreshing certain park areas, pool plastering, HVAC replacements, Memory Park restrooms, drainage project, Road 1 North signal, master plan, gas line to Old Home Manor, police building design, crash trailer and message board, \$1 million for road maintenance, utility building, pickup truck, maintenance on sewer plant, septage receiving study, and a couple new vehicles. Many capital projects will be stalled until revenues were certain.
- After the public hearings on this agenda, a special meeting will be convened and the budget adopted.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to open the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

no one from the public spoke.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to close the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

- d) Public Hearing regarding (i) Resolution No. 2020-1162, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2020/2021, which shall constitute the budgets of the Districts for fiscal year 2020/2021 and (ii) the tax levy anticipated in conjunction with the budgets of the Districts. (Joe Duffy, Finance Director)

Recommended Action: Hold the Public Hearing.

Mr. Duffy reported that:

- The street lighting improvement district was a district made of three different areas in the Bright Star Subdivision. Bright Star residents paid for the street lighting through their property taxes. Upon receiving an electric bill, the Town paid the bill from the residents' tax monies.
- On May 26th, Council adopted Resolution 2020-1160 adopting the preliminary estimates of expenditures. The subject resolution was for adopting the statements of estimates and expenses. On July 14th, the tax rate for the district will be set based on what the County determined.

The numbers were simple and consistent. The Town collected just enough to cover the expenses. Since more homes had been built in the subdivision, the Town had not collected enough money to cover one section, so the tax levy would be increased to cover the shortage.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to open the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

no one from the public spoke.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to close the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

8) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Jack Miller to adjourn the regular meeting at 6:57 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

**SPECIAL MEETING
TUESDAY, JUNE 23, 2020
6:05 P.M.**

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

AGENDA

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the Special Meeting to order at 6:58 p.m.

- 2)** Consideration and possible action to adopt Resolution No. 2020-1161, relating to the Town's Final Budget for Fiscal Year 2020/2021 and the proposed expenditure limitation for the same year, in the amount of \$24,407,900. (Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution 2020-1161, adopting the FY 2020-21 Final Budget and establishing the FY 2020-21 expenditure limitation.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to Adopt Resolution 2020-1161, adopting the FY 2020-21 Final Budget and establishing the FY 2020-21 expenditure limitation.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

- 3)** Consideration and possible action to adopt Resolution No. 2020-1162, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2020/2021, which shall constitute and are approved as the final budgets of the Districts for fiscal year 2020/2021. (Joe Duffy, Finance Director)

Recommended Action: Adopt Resolution No. 2020-1162, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2020/2021, which shall constitute and are approved as the final budgets of the Districts for fiscal year 2020/2021.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to adopt Resolution No. 2020-1162, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2020/2021, which shall constitute and are approved as the final budgets of the Districts for fiscal year 2020/2021.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

4) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Annie Perkins to adjourn
the special meeting at 7:00 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

MOVED by Councilmember Annie Perkins, seconded by Vice-Mayor Jack Miller to move into
executive session after a 15-minute recess.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

**EXECUTIVE SESSION
TUESDAY, JUNE 23, 2020
6:30 P.M.**

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

AGENDA

- 1) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation with the
Town Attorney for legal advice relating to lot splits issues. (Andrew McGuire, Town Attorney)
- 2) **ADJOURNMENT**

Darryl L. Croft, 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 _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 07/14/2020
Contact Person: JoAnn Brookins, Customer Service Supervisor
 Phone: 928-626-4427 x-1216
Department: Customer Service
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: 501 N State Route 89

AGENDA ITEM TITLE:

Consideration and possible action to approve a transient merchant license / temporary use permit for Tonya Childers, Natural Ag Solutions, to conduct hay sales for more than three days, on property located at 501 N State Route 89 in Chino Valley. (JoAnn Brookins, Customer Service Manager)

RECOMMENDED ACTION:

Approve OR Deny license and permit per council discussion.

SITUATION AND ANALYSIS:

Tonya Childers with Natural Ag Solutions has applied for a Transient Merchant License to conduct hay sales for more than three days on property located at 501 N State Route 89 in Chino Valley. Such activity would also require a Temporary Use Permit per the UDO. In addition to certain other requirements (see attachments), this request requires approval by the Council and is restricted to a limit of 15 consecutive days per the Town Code and UDO, as follows.

Town Code Section 112.02 License Requirements, subsection (B)(2): "Any transient merchant intending to conduct a business activity for more than 3 days during any consecutive 30 day period shall be issued a transient merchant license by the Town Clerk **upon approval by Council**, upon compliance with all applicable provisions of Chapter 110 of this code, upon a showing of permission from the landowner, if applicable, and upon proper payment of the fee for transient merchant as provided in § 110.07 of this code. Prior to renewal of a transient merchant license for an additional period, the merchant shall obtain council approval and shall otherwise comply with all other requirements.

UDO Section 3.15 "CL" Light Commercial, subsection (D) Temporary Uses, Subsubsection (2)(d): "A time limit shall be established for each use conducted under the Temporary Use Permit. Unless otherwise **previously approved by Council**, the time limit shall not exceed fifteen (15) consecutive days."

See attached documents for further detail.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Temporary Use Permit Application

Site Plan

Code Provisions

Commercial Lease Agreement



Development Services Department
1982 North Voss Drive
Chino Valley, AZ 86323
Phone: 928-636-4427
Chinoaz.net

TEMPORARY USE PERMIT APPLICATION

Temporary Use Permit: Transient Merchant CV Business License # BL _____

3:15 "CL – Light Commercial D: Temporary carnivals, circuses, revivals, rodeo, swap meets, outdoor retail sales, transient merchants, and similar activities as defined and regulated in the Town Code 112.01 – 07.

Transient Merchant. Any person, for either personal gain or the gain of another, who is engaged in any business activity not conducted from a permanent place of business but is capable of moving the articles for sale from 1 location to another and who does not intend to do business at the same location for more than a few days. A **TRANSIENT MERCHANT** is distinguished from a peddler who solicits door to door.

Applicant Name: Tonya Childers Phone Number: 602-741-9046
Name of Business: Natural Ag Solutions SW Phone Number: 602-909-5020
Site Location: 501 N Highway Existing Business Name: Levie Homes
Property Owners Name: Dewey Levie Phone Number: 928 460-3641
Current Zoning: CL Property Dimensions: _____
Current Use: Home Sales and Water Co Parcel Number: 306-23-0155
Description of proposed use: Sell Hay

Hours of operation: 9am - 5pm Days of operation: ☐ 3 days or less ☒ More than 3 days
(Council approval)
☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☐ Sunday

Town Approval: _____ Date: _____
Joshua Cook, Development Services Director

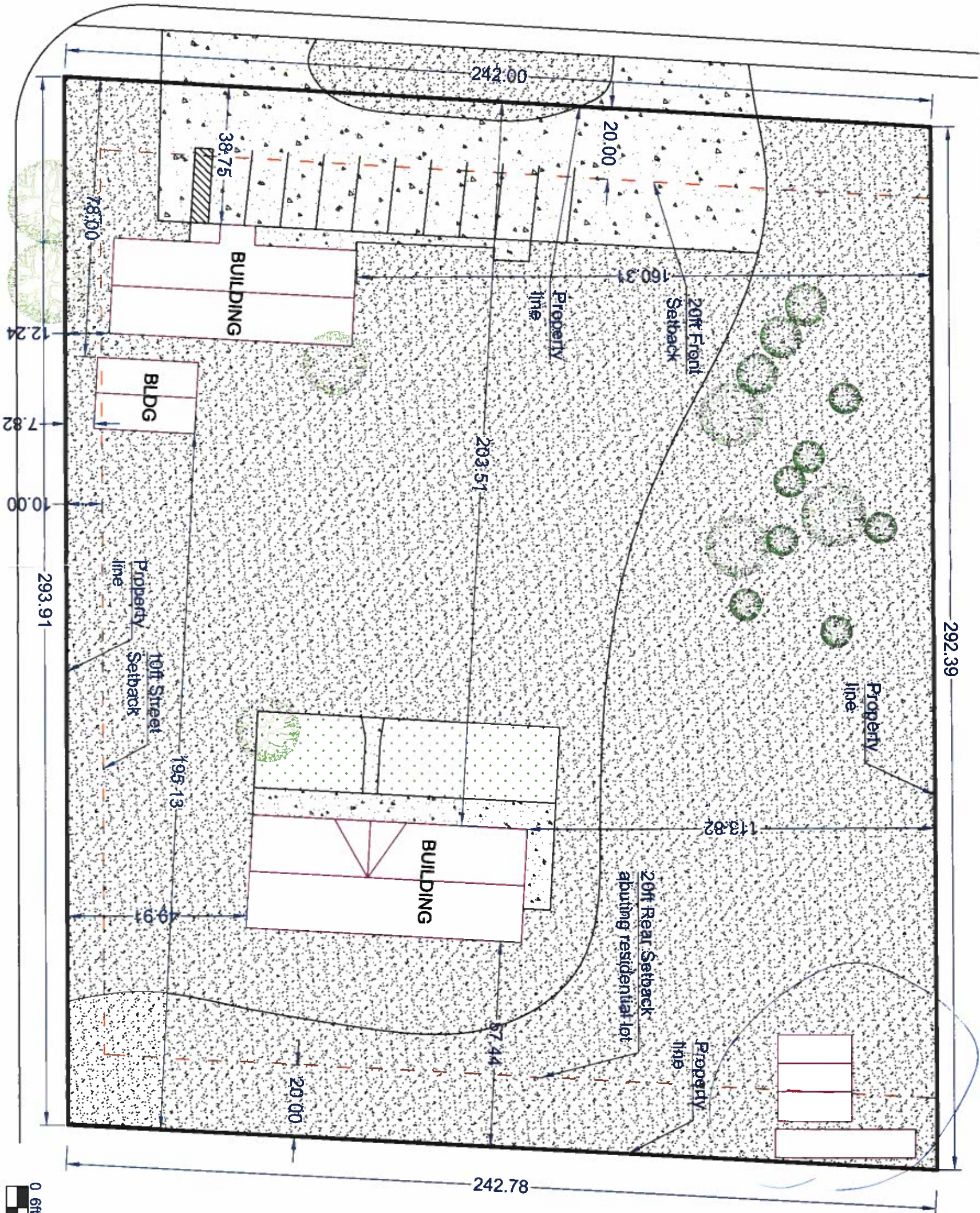
I certify that I am the lawful owner or leasee of the parcel of land affected by this application and hereby consent to this action.

Owners/Leasee Signature: Tonya Childers Date: 6-23-20

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner

Applicant Signature: Tonya Childers Date: 6-23-20

N State Route 89



E Rd 1 N



Address: 501 N Hwy 89
Chino Valley, AZ 86323
APN: 306-23-015S
Scale 1"=30'

TRANSIENT MERCHANT. Any person, either for personal gain or the gain of another, who is engaged in any business activity not conducted from a permanent place of business but is capable of moving the articles for sale from 1 location to another and who does not intend to do business at the same location for more than a few days. A *TRANSIENT MERCHANT* is distinguished from a peddler who solicits door to door.

3.15 CL - LIGHT COMMERCIAL

D. TEMPORARY USES (Temporary Use Permit Required)

1. Temporary carnivals, circuses, revivals, rodeo, swap meets, outdoor retail sales, transient merchants, and similar activities as defined and regulated in Article 8-3 of the Town Code.

Applicability. The provisions of this subsection do not apply to garage sales or rummage sales.

2. Temporary Use Permit. A Temporary Use Permit shall be obtained from the Zoning Administrator in accordance with the following:

- a. The Zoning Administrator shall ensure that health and safety are considered, and shall obtain the approval of the Yavapai County Health Department, the Fire District, and the Police Department prior to issuing the Temporary Use Permit.
- b. The Zoning Administrator shall ensure that land area is adequate for the proposed use and consequent parking, and shall ensure that traffic safety is considered.
- c. The Zoning Administrator shall require any measures necessary to protect surrounding property.
- d. A time limit shall be established for each use conducted under the Temporary Use Permit. Unless otherwise previously approved by Council, the time limit shall not exceed fifteen (15) consecutive days.
- e. Permanent structures shall not be permitted under a Temporary Use Permit.

112.02 LICENSE REQUIREMENTS.

(A) It is unlawful for any transient merchant to engage in any business activity within the town without first obtaining a transient merchant license as provided hereafter.

(B) All provisions of [Chapter 110](#) of this code shall apply unless otherwise stated hereafter.

(1) Any transient merchant intending to conduct a business activity for no more than 3 days in any consecutive 30 day period shall be issued a transient merchant license by the Town Clerk upon compliance with all applicable provisions of [Chapter 110](#) of this code, upon a showing of permission from the landowner, if applicable, and upon proper payment of daily fees for transient merchants as provided in § [110.07](#) of this code.

(2) Any transient merchant intending to conduct a business activity for more than 3 days during any consecutive 30 day period shall be issued a transient merchant license by the Town Clerk upon approval by Council, upon compliance with all applicable provisions of [Chapter 110](#) of this code, upon a showing of permission from the landowner, if applicable, and upon proper payment of the fee for transient merchant as provided in § [110.07](#) of this code. Prior to renewal of a transient merchant license for an additional period, the merchant shall obtain council approval and shall otherwise comply with all other requirements.

(3) No transient merchant license shall be transferable or assignable.

(4) A vendor wishing to set up a booth or display to sell a product or service during a special event or festival shall first obtain a license as per [Chapter 113](#) of this code

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on June 1 2020 is between:

The **Lessor** is 1 individual(s) known as Dewey J Levie with a mailing address of 501 N Highway 89 , Prescott, Arizona, 86323, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Natural Ag Solutions Southwest with a mailing address of 7558 W Thunderbird Rd Ste. 1-183, Peoria, Arizona, 85381, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described storage space located at 501 N Highway 89 , Chino Valley, Arizona, 86323.

Tax Map: Lot: Block: 306-23-015S1

Additional Description: The property contains a main office and an open lot in the back of the property. The tenant reserves the right to use the main office as a restroom facility and the open lot for business use and storage.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on June 1 2020 and expire at Midnight on June 1 2021 ("Initial Term").

RENT AMOUNT. Rent has been established as barter trade of services between the Lessee and Lessor for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent".

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 10th of every month.

Rent shall be paid in cash or check.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 3 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on June 1 2021 and end on June 1 2022 with the Rent to be paid per month in the amount of \$500.00.

The second (2nd) renewal period shall begin on June 1 2022 and end on June 1 2023 with the rent to be paid per month in the amount of \$500.00.

The third (3rd) renewal period shall begin on June 1 2023 and end on June 1 2024 with the rent to be paid per month in the amount of \$500.00.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: All property fees, utilities, and services will be paid by the landlord and property owner.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: bathroom facilities

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment, except the following: any and all improvements.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 10 days.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of

1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Arizona. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues

for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Arizona.

NOTICES. Notices shall be addressed to the following:

Lessor

Dewey J Levie
501 N Highway 89 , Prescott, Arizona, 86323

Lessee

Natural Ag Solutions Southwest
7558 W Thunderbird Rd Ste. 1-183, Peoria, Arizona, 85381

ADDITIONAL TERMS AND CONDITIONS. Bathroom facilities will be provided and accessible to the tenant. The tenant will be responsible for any fencing or light cleanup in the back lot, or open area in the back of the property.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

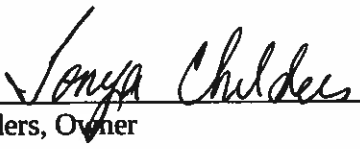
SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 6/4/20
Dewey J Levie

LESSEE SIGNATURE

Signature  Date 6-4-20
Tonya Childers, Owner

ACKNOWLEDGMENT OF NOTARY PUBLIC

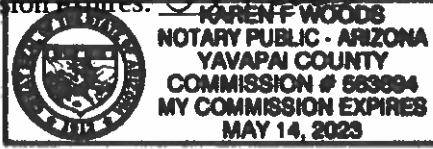
State of Arizona

County of Yavapai, ss.

On this 4th day of June, 2020, before me appeared Dewey J. Levie, as the LESSOR(S) of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: Karen Woods

Print Name: Karen Woods

My commission expires: 5-14-2023
(Seal) 

ACKNOWLEDGMENT OF NOTARY PUBLIC

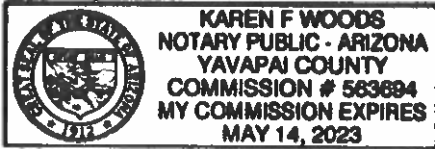
State of Arizona

County of Yavapai, ss.

On this 4th day of June, 2020, before me appeared Tonya Childers, as the LESSEE(S) of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

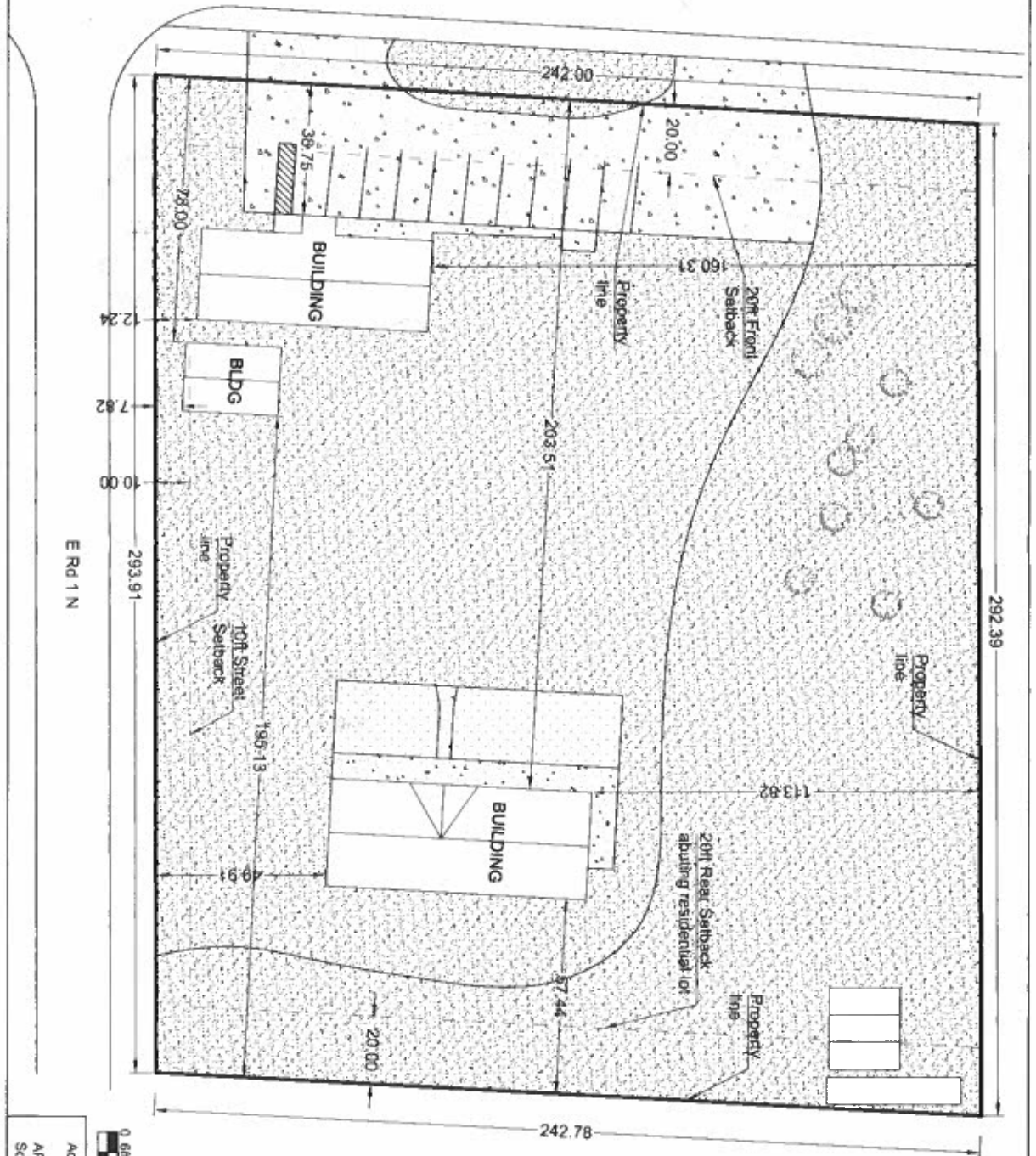
Notary Public Signature: Karen Woods

Print Name: Karen Woods

My commission expires: 5-14-2023
(Seal) 



N State Route 89



E Rd 1 N

GRAPHIC SCALE
0 6ft 30ft 60ft
Address: 501 N Hwy 89
APN: 306-23-0155
Scale: 1"=30'





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 07/14/2020
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to move the 50th Anniversary celebration for the Town of Chino Valley from September 2020 to September 2021, including the funding for the activities. (Cecilia Grittmann, Town Manager)

RECOMMENDED ACTION:

Move the 50th Anniversary celebration for the Town of Chino Valley from September 2020 to September 2021, including the funding for the activities.

SITUATION AND ANALYSIS:

The Town celebrates its 50th anniversary of incorporation Sept 2020 and had planned on a community celebration. However, because of the COVID Pandemic, it would be irresponsible to ask the community to gather in large groups to celebrate. Different events are planned, and it is recommended that these activities, except for dedication of the Time Capsule, be moved to Territorial Days in Sept 2021. The most recent Governor's Executive Order, #2020-43, prohibits gatherings of more than 50 people through at least 7/27/2020. As Territorial Days in 2020 is only 5 weeks after this MIGHT expire, it seems prudent to move it to next year where restrictions should have ceased. Staff is recommending that funding that has been allocated for this event be moved to next year's budget.

Fiscal Impact

Fiscal Impact?: N
If Yes, Budget Code:
Available:
Funding Source:

Attachments

No file(s) attached.