



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
Tuesday, August 14, 2012
6:00 P.M.**

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Recognition of outgoing members of the Parks and Recreation Advisory Board, Senior Center Advisory Board, Roads and Streets Committee, and Municipal Property Corporation. (Mayor Marley; Jami Lewis, Town Clerk)
- b)** Recognition of Chino Valley Library volunteers. (Mayor Marley)

3) CALL TO THE PUBLIC

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

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

- a)** Status report regarding HB 2826 "Consolidated Elections." (Jami Lewis, Town Clerk)

- b) Report on the Council Study Session held on August 6, 2012 regarding strategic financial planning. (Mayor Marley)

6) CONSENT AGENDA

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

- a) Consideration and possible action to cancel the December 25, 2012 Council meeting and authorize the Mayor to cancel the November 27, 2012 Council meeting should there be no items needing attention. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to accept the Charter for the Mayor's Ad Hoc Revenue Options Committee. (Mayor Marley)
- c) Consideration and possible action to adopt Resolution No. 12-999, declaring as a public record that certain document filed with the Town Clerk and entitled "Chino Valley Town Code, Chapter 90: Animals," adopt Ordinance No. 12-760 adopting the same by reference, and amend the Town Code by replacing Town Code Chapter 90 in its entirety. (Public Safety Committee)
- d) Consideration and possible action to approve the June 12, 2012 Regular Meeting minutes. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to approve the June 19, 2012 Special Meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

- a) Financial report by Ed Steinback regarding Chino Valley Transit System operations. (Robert Smith, Town Manager)
- b) Consideration and possible action to approve the Chino Valley Transit Advertising Policy and Procedures, and Transit Advertising Contract.

Recommended Action: Approve Chino Valley Transit Advertising Policy and Procedures, and Transit Advertising Contract.

- c) Consideration and possible action to approve Letter of Interest and Ground Lease Agreement Amendment from SBA Structures, Inc. regarding cell site lease and lump sum payment of rents, in the amount of \$300,000. This item was budgeted as a one time Revenue in Fiscal Year 2012/2013.

Recommended Action: Approve Letter of Interest and Ground Lease Agreement Amendment to accept a lump sum payment from SBA in the amount of \$300,000.

- d) Consideration and possible action to establish and accept a Charter for the Ad Hoc Program Review Committee. (Mayor & Council)

Recommended Action: Establish and accept Charter for the Ad Hoc Program Review Committee.

- e) Discussion and possible direction to staff regarding mandatory connection to the Town of Chino Valley sewer system. (Ron Grittmann, Town Engineer)

Recommended action: Refer this item to the Utilities Committee for further discussion and recommendations;

or

To be determined per Council discussion.

- f) Consideration and possible action to approve the right-of-way abandonment and the settlement terms for the abandonment of nine feet (9') of right-of-way for Perkinsville Road across the frontage of Assessor's Parcel Number 306-20-006B. (Owner: Sally Brown) (Ron Grittmann, Town Engineer)

Recommended Action: Approve the abandonment of nine feet (9') of right-of-way at Perkinsville Road and approve the settlement outline across the frontage of Assessor's Parcel Number 306-20-006B.

or

To be determined by Council Discussion.

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

9) ADJOURNMENT

Dated this 9th day of August, 2012.

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 636-1787 (TDD) 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/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley Town Hall, Chino Valley Post Office, and Chino Valley Aquatic Center 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

Item No. **6. a.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Consent
**Estimated length
of staff presentation:** None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to cancel the December 25, 2012 Council meeting and authorize the Mayor to cancel the November 27, 2012 Council meeting should there be no items needing attention.

RECOMMENDED ACTION:

Cancel the December 25, 2012 Council meeting and authorize the Mayor to cancel the November 27, 2012 Council meeting should there be no items needing attention.

SITUATION AND ANALYSIS:

Historically, Council has not held their regularly scheduled second meetings in November and December due to conflicts with holiday schedules. When Council meetings were on Thursdays, the second meeting in November always fell on the Thanksgiving holiday and the second meeting in December fell close to the Christmas and New Year holiday time when Councilmembers and staff took time off or were out of town, and Council had adopted an Ordinance to permanently cancel these two meetings. When Council moved its meetings to Tuesdays, Council rescinded that Ordinance and left it open to Council's discretion each year.

This year, the fourth Tuesday in December falls on the Christmas holiday, so staff recommends canceling that meeting. Because the fourth Tuesday in November falls the week *after* the Thanksgiving holiday, staff recommends that Council keep that date open and direct the Mayor to cancel it if no items need immediate attention.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Consent
**Estimated length
of staff presentation:** None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the Charter for the Mayor's Ad Hoc Revenue Options Committee.

RECOMMENDED ACTION:

Accept the Charter for the Mayor's Ad Hoc Revenue Options Committee

SITUATION AND ANALYSIS:

On July 24, 2012, during Mayor Marley's monthly mayor's report, he informed Council that he would be proposing a charter for a new Mayor's Ad Hoc Revenue Options Committee, which would be composed of local business owners and Town staff to research revenue streams which would not involve any tax increases. The Mayor's proposed Charter is attached for Council's consideration.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Revenue Options Committee Charter

Town of Chino Valley

COUNCIL COMMITTEE CHARTER:
MAYOR'S AD HOC REVENUE OPTIONS COMMITTEE

COMMITTEE'S PURPOSE:	Research methods of enhancing existing revenue streams or establishing new revenue streams for the Town of Chino Valley
MEMBERSHIP:	Mayor, Town Finance Director, and 4 members of the business community
QUORUM:	Mayor, Finance Director, and 2 other members of the committee
OFFICERS:	Chair
MEETING FREQUENCY:	Monthly
MEETING DAY & TIME:	To be established by the Committee
MEETING LOCATION:	Council Chambers Conference Room 202 N. State Route 89
STAFF LIAISON:	Town Finance Director
LIAISON'S RESPONSIBILITIES:	• Meeting agenda topics • Meeting packets • Council agenda staff reports
MEETING AGENDA:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) CALL TO THE PUBLIC 5) OLD BUSINESS 6) NEW BUSINESS 7) ADJOURN



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. c.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Consent
**Estimated length
of staff presentation:** None
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 12-999, declaring as a public record that certain document filed with the Town Clerk and entitled "Chino Valley Town Code, Chapter 90: Animals," adopt Ordinance No. 12-760 adopting the same by reference, and amend the Town Code by replacing Town Code Chapter 90 in its entirety.

RECOMMENDED ACTION:

Adopt Resolution No. 12-999, declaring as a public record that certain document filed with the Town Clerk and entitled "Chino Valley Town Code, Chapter 90: Animals," adopt Ordinance No. 12-760 adopting the same by reference, and amend the Town Code by replacing Town Code Chapter 90 in its entirety.

SITUATION AND ANALYSIS:

The Mayor asked the Public Safety Committee to review the Town's present Animal Control Ordinance after an animal attack on two young boys. Councilmember Best, Chair of the Public Safety Committee met with Police Chief Wynn about Police Department (PD) staff reviewing the ordinance and making recommendations as needed. As the current ordinance included no penalties and was found to be inadequate, PD staff made recommendations and forwarded them to the Committee.

The Committee held three meetings to review the proposed revisions with the public, which included dog breeding and dog rescue representatives, as well as private dog owners. Further changes were made to the ordinance based on comments from public input, followed by a final review by Police staff and the town attorney.

The proposed ordinance is the final recommendations from the Committee.

NOTE: The attached proposed Code Change is dated August 6, 2012. The Town Attorney is

reviewing the document for possible further revisions based upon late comments from the public to the Public Safety Committee.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 12-560

Resolution 12-999

Resolution 12-999 Code Changes

ORDINANCE NO. 12-760

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ADOPTING "CHINO VALLEY TOWN CODE, CHAPTER 90: ANIMALS" BY REFERENCE; AMENDING TOWN CODE CHAPTER 90 BY DELETING IT IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 90; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES FOR VIOLATIONS

WHEREAS, the Town's current Animal Control Ordinance was vague in several areas, contained no penalties, and was found to be inadequate;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1: That certain document known as "Chino Valley Town Code, Chapter 90: Animals," three copies of which are on file in the office of the town clerk of the Town of Chino Valley, Arizona, which document was made a public record by Resolution No. 12-999 of the Town of Chino Valley, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2: All other sections of the Town Code, other ordinances, and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed on the effective date of this Ordinance.

Section 3: Any person found guilty of violating any provision of this Ordinance shall be deemed guilty of class 1 or class 3 misdemeanors as stated therein. Each day of such violation is committed or permitted to continue may constitute a separate offense as provided in the text of the "Chino Valley Town Code, Chapter 90: Animals" and shall be punishable as such hereunder.

Section 4: The amendment of these sections of the Town Code do not affect the rights and duties that have matured and/or the penalties that were incurred hereunder and/or any proceedings that were begun before the effective date of this Ordinance.

Section 5: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of August, 2012.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, PC
Town Attorney

RESOLUTION NO. 12-999

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, DECLARING AS A PUBLIC RECORD WITHIN THE MEANING OF A.R.S. §9-801 THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "CHINO VALLEY TOWN CODE, CHAPTER 90: ANIMALS"

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1: That certain document entitled "Chino Valley Town Code, Chapter 90: Animals," is hereby declared to be a public record within the meaning of A.R.S. §9-801, three copies of which are on file in the office of the Town Clerk and Building Division, and which are available for inspection by the public during normal business hours.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of August, 2012.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, PC
Town Attorney

Chapter 90

90.01 Purpose

The purpose of this chapter is to aid and assist the Town and its appropriate staff in the enforcement of A.R.S. 11-1002, Powers and Duties of the State Veterinarian and the Livestock Board; A.R.S. 11-1002, Power and Duties of the Department of Health Services; A.R.S. 11-1010, Anti-Rabies Vaccination; Vaccination and License Stations; A.R.S. 1016, Removing Impounded Animals; A.R.S.11-1017, Unlawful Keeping of Dogs; and A.R.S. 11-1020, Dogs; Liability.

90.02 Definitions

In this Chapter, unless the context requires otherwise:

“Animal” means any animal of a species susceptible to rabies, except man. This includes domestic livestock. For the purposes of this ordinance, this does not include Cats, either household or Feral.

“Animal Control Officer” means a person who has the authority and is responsible for enforcement of the provisions and regulations of this chapter.

“At Large” means an animal that is not on the premises of the owner or responsible person and is not under the control of the owner or responsible person. Any animal in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.

“Chief of Police” means the person who has the responsibility for and the authority to direct the Chino Valley Police Department.

“Collar” means a band, harness or suitable device worn around the neck or body of a dog to which a license tag may be attached.

“Dangerous Animal” means any animal:

- a. Whose owner or responsible person knows or has reason to know, has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation on public or
- b. That has been previously found to be dangerous or vicious by a court of competent jurisdiction, the owner having received notice of such, and the animal again having aggressively bitten, attacked or endangered the safety of humans or domestic animals.
- c. Inflicts a bite(s) on a human or a domestic animal on public or private property; or

- d. Chases or approaches a person upon the streets, or any public grounds in a menacing fashion or apparent attitude of attack; or any animal with a propensity, tendency or disposition to attack unprovoked, or to cause injury or otherwise threaten the safety of humans or domestic animals.

“Dog” means a member of the *canis familiaris* family.

“Dog violation citation” means a document issued by an Animal Control Officer or Police Officer to a person who has violated the provisions or regulations of this chapter, and commanding the person to appear in the Magistrate Chino Valley Municipal Court on a day and time named.

“Impound” means the act of taking or receiving into custody by an Animal Control Officer or Police Officer any dog or other animal for the purpose of confinement in the Chino Valley Animal Control Shelter in accordance with the provisions of this Chapter.

“Kennel” means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains on a permanent basis more than six (6) dogs over six (6) months of age under controlled conditions. As defined, “kennel” applies only to a commercial or nonprofit business and does not include the keeping of animals as household pets.

“Livestock” (singularly or plural) means, a domesticated animal intentionally reared in an agricultural setting and includes but is not limited to cattle, oxen, horses, sheep, goats, swine, mules and asses.

“Owner” means any person possessing, harboring, keeping, having an interest in, or having control or custody of an animal.

“Permittee” means a person who has applied for and has been issued a certificate to operate a kennel.

“Poultry” means any feathered fowl.

“Proper Enclosure for a Dangerous Dog” means while on the owner’s or responsible person’s property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and shall also provide protections from the elements for the dog.

“Rabies Quarantine Area” means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.

“Responsible Person” means an owner or any person who has the responsibility for the possession, care, custody, or control of an animal or fowl and has the authority and ability to act on behalf of, or in the interest of the owner.

“Severe Injury” means any physical injury which results in broken bones, lacerations requiring sutures, cosmetic surgery, puncture wounds.

“Shelter” means a structure capable of protecting an animal from present and potential environmental hazards.

“Stray Dog” means a dog that is at large and is not wearing a valid license tag.

“Animal Control Shelter” means any established location authorized by the Chief of Police for the confinement, maintenance, safekeeping and control of dogs or other animals which come into the custody of an Animal Control Officer or police officer in the performance of their duties.

“Tag” means proof of a license that is worn by the licensed dog.

“Under Control” means physically restrained by a leash, rope, cord or chain or other device and under the direct supervision and control of the owner or responsible person.

“Vaccination” means the administration of an anti-rabies vaccine to animals by a veterinarian.

“Veterinary Hospital” means any establishment operated by a veterinarian licensed to practice in the State of Arizona which provides clinical facilities and house animals or birds for dental, medical, or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

“Wild Animal” means mammals and birds whose species normally are found in a state of nature, all wild mammals, birds and nests or eggs thereof and reptiles, amphibians, mollusks, crustaceans, and fish.

90.03 Injury by Vehicle

Any person who accidentally or otherwise hits an animal with a vehicle must make a reasonable effort to contact the owner of the animal. In the event the owner cannot be contacted, the operator of the vehicle shall at once contact the police department or Animal Control Officer to report the incident. Penalty, see 90.99 B.

90.04 Strays

It is unlawful for any person to harbor or keep any lost or strayed animal within the town without notifying the Animal Control Officer. Whenever any animal is found which appears to be lost or strayed, it shall be the duty of the finder to notify the owner, Animal Control Officer, or the Police Department as soon as possible. Penalty, see 90.99 B.

90.05 Impoundment Livestock

Reports of livestock at large will be referred to the Arizona Livestock Department.

90.06 Running Animal At-Large

- A. It is unlawful for an owner or responsible person of an animal or fowl to allow such animal to be at large within the Town limits. The owner or responsible person of an animal shall provide adequate fencing and/or enclosures to keep their animals contained on their property or if off the property, be under the owner's or responsible person's direct supervision and control. Penalty, see 90.99.
- B. The impounding of livestock found running at large will be referred to the Arizona Livestock Department.
- C. Any animal at large may be apprehended and impounded by an Animal Control Officer or Police Officer.
 - 1. Animal Control Officers shall have the right to enter upon private property when it is necessary to do so in order to apprehend any animal that has been at large. The entrance upon private property shall be in reasonable pursuit of the animal and shall not include entry into a domicile, barrier fenced or walled area unless it is at the invitation of the occupant unless the animal poses an immediate threat to the safety of the public. Areas enclosed only with decorative fencing which allows an animal easy entry and exit through the fence, such as, but not limited to, split rail fences, will not be considered fenced for the purposes of enforcing this provision. Animal Control Officers shall have the right to enter onto private property to investigate animal related complaints, which by their nature pose a health hazard to the public or animal.
 - 2. Animal Control Officers may issue citation(s) for an animal at large to the owner or responsible person of that animal. The procedure for the issuance of a Notice to Appear shall be as provided for peace officers in A.R.S. 13-3903 except the Animal Control Officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. 13-3899.
 - 3. In the sole discretion of the Animal Control Officer, if any dog or other animal at large is dangerous, vicious, or a threat to human safety and cannot be impounded without danger to the Animal Control Officer or others, it may be immediately destroyed.

4. Stray animals, whose owners cannot be identified, may be destroyed by the Animal Control Officer if it can reasonably be determined the animal is injured, suffering, and beyond hope or recovery.

D. An animal is not at large:

1. If such animal is a dog and is engaged in obedience training, accompanied by and under the control of its owner or trainer.
2. While such animal is being used for legitimate hunting purposes.
3. While such animal is being exhibited in a sanctioned event.
4. If while off the premises of the owner is under the owner's direct supervision and control.
5. If such animal is a dog and is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person.
6. If such animal is a dog and is being used to control livestock.

90.07 Impounding of Animals

- A. Any stray animal shall be impounded. All impounded animals shall be given proper care and maintenance.
- B. Each impounded licensed animal shall be kept and maintained at the animal shelter for a minimum of 10 days unless claimed by its owner or responsible person. An unlicensed animal will be kept and maintained at the animal shelter for a minimum of 3 days. Any animal found without a tag or chipping device identifying its owner shall be deemed not owned.
- C. An impounded licensed or unlicensed animal may be adopted upon expiration of the impoundment period, provided the person pays the appropriate adoption fees and complies with the licensing and vaccinating provisions of this chapter. Adoption fees may be waved for recognized nonprofit animal rescue groups. No animal will be released for use in medical research. Animal Control Officers may destroy impounded, sick or injured animals whenever the destruction is necessary to prevent the animal from suffering or to prevent the spread of disease.
- D. Any licensed impounded animal may be reclaimed by its owner or responsible Person within 10 days, provided the person reclaiming the animal furnishes proof of the right to do so, proof of rabies vaccination,

pays all animal shelter fees, medical fees, service and license fees as applicable. If the animal is not reclaimed within the impoundment period, the Animal Control Officer shall take possession and may place the animal for adoption or may dispose of the animal in a humane manner.

- E. Any animal, except those showing signs of rabies, which it is necessary to destroy, shall be destroyed by a state licensed veterinarian.
- F. Any animal surrendered by its owner or responsible person to be destroyed becomes the property of the Town. All associated fees will be paid by the owner or responsible person that surrenders the animal.
- G. Animal Control Officers will make reasonable efforts to promote adoption of as many animals as possible. Adoption is deemed preferable over termination. Adoptable or special animals may be kept longer than 10 days at the discretion of the Animal Control Officer.

90.08 Powers and Duties of the Animal Control Officer

- A. The Animal Control Officer shall:
 - 1. Enforce the provisions of this chapter and the regulations promulgated hereunder;
 - 2. Issue citations for violations of this chapter and the regulations promulgated hereunder. The procedure for the issuance of notices to appear shall be provided for peace officers in A.R.S. 13-3903, except that the Animal Control Officer shall not make an arrest before issuing the notice;
 - 3. Declare a rabies quarantine area within the area of his or her jurisdiction when a state of emergency has been determined to exist due to the occurrence of rabies in animals in or adjacent to the area. When a quarantine area has been declared, the Animal Control Officer shall meet with the state veterinarian and representatives from the Department of Health Services and the Game and Fish Department to implement an emergency program for the control of rabies within the area. Any regulations restricting or involving movements of livestock within the area shall be subject to approval by the State Veterinarian;
 - 4. Impound, process, maintain, dispose of any animal and enforce state laws pertaining to domestic animals.
- B. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. 13-3899.

- C. The Animal Control Officer is a member of the Police Department and shall function in accordance with Police Department policies and procedures where applicable.
- D. The Animal Control Officer shall be under the direct control and supervision of the Chief of Police or his/her designee.
- E. The Animal Control Officer shall wear a uniform as defined by the Chief of Police or designee and shall carry official identification issued by the Police Department while on duty.

90.09 License Fees for dogs; Issuance of tags; Records; Penalties

- A. The Town Council shall set an annual license fee which shall be paid for each dog four (4) months of age or over that is kept, harbored or maintained within the boundaries of the town for at least 30 consecutive days of the calendar year. License fees shall become payable at the discretion of the Council. The licensing period shall not exceed the period of time for revaccination as designated by the State Veterinarian.
- B. License fees shall be paid within 90 days of acquisition of the dog. A penalty shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this subchapter. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession less than 90 days.
- C. Durable tags shall be provided. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the town, the number of the license and the year for which it is valid. The tag shall be attached to a collar or harness which shall be worn by the dog at all times. Whenever a tag is lost, a duplicate tag shall be issued upon application and payment of a fee by the owner.
- D. License fees for dogs permanently incapable of procreation shall be at a lower rate. An application for a license for a dog incapable of procreation shall furnish adequate proof satisfactory to the Animal Control Officer that the dog has been surgically altered to be permanently incapable of procreation.
- E. After written notification from the Animal Control Officer the owner will have 15 days to obtain a license for a dog required to be licensed. It is also a violation of this subsection to counterfeit, attempt to counterfeit an official dog tag, or removes a tag from any dog for the purpose of willful

and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog. Penalty, see 90.99.

- F. Impounding fees shall be established by the Council in conformance with current state fees for the impounding and maintenance of animals of like species and circumstances.
- G. The owner of a dog four (4) months of age over which, for medical purposes, is unable to receive a rabies vaccination may request a waiver of the additional unaltered license fees. The owner may be granted this waiver only after supplying a Certified Veterinarian Recommendation from a Licensed Veterinarian to the Animal Control Officer.

90.10 Anti-rabies vaccinations; vaccination and license standards.

- A. Before a license is issued for any dog, the owner must present a rabies vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued to a resident of Chino Valley shall be transmitted to the Animal Control Officer on or before the 10th day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions and regulations of this chapter.
- B. A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in the state or a veterinarian employed by a governmental agency in that stat, stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used.
- C. The vaccination must be in conformity with the provisions and regulations of this chapter.
- D. The Animal Control Officer shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

90.11 Rabies Control Fund

- A. The Animal Control Officer or their authorized representative shall place monies collected under the provisions of this chapter in a special fund

to be known as the Animal Control Fund to be used for the enforcement of the provisions and regulations of this chapter.

- B. Any unencumbered balance remaining in the Rabies Control Fund at the end of a fiscal year shall be carried over into the following fiscal year.

90.12 Wearing Licenses

- A. Any dog over the age of four (4) months shall wear a collar or harness to which is attached a valid license tag. Dogs used for the control of livestock or while being trained for hunting, or dog obedience training, or dogs while being exhibited or trained at a kennel club event, and the dogs while being transported to and from such events need not wear a collar or harness with a valid license attached provided they are properly vaccinated, licensed and controlled. Penalty, see 90.99.

90.13 Handling of Biting Animals; Responsibility for Reporting Animal Bites

- A. A dog licensed, unlicensed, or unvaccinated, which bites any person shall be confined and quarantined in an authorized animal shelter (as defined in 90.02) with the owner or responsible person liable for all fees and expenses or, upon the request of and at the expense of the owner or responsible person, at a veterinary hospital, or at a location deemed appropriate by the Animal Control Officer for a period of not less than 10 days .
- B. Cat bite quarantines will be determined by the Animal Control Officer.
- C. Any animal other than a dog or cat which bites any person shall be confined and quarantined in an authorized animal shelter or, upon the request of and at the expense of the owner or responsible person, at a veterinary hospital or at a location deemed appropriate by the Animal Control Officer for a period of not less than 14 days.
- D. Whenever an animal bites any person, the incident shall be reported to the Animal Control Officer immediately by any person having direct knowledge. The Animal Control Officer shall be responsible for making reports of animal bites and other animal related incidents and procedures, to include the disposal of animal remains and transportation of animals to be scientifically examined.
- E. Any animal confined and quarantined pursuant to this chapter may be destroyed prior to the termination of the minimum confinement period for laboratory examination for rabies if:

1. The animal shows clear clinical signs of rabies in accordance with state law; and
 2. The owner or responsible person of the animal consents to its destruction.
- F. Any animal found without a tag identifying its owner shall be deemed not owned.
- G. Animals which expire or become ill during quarantine shall be examined by medical authorities to scientifically determine causes for the conditions or death of the animal and if a communicable disease is present. All associated fees will be paid by the owner or responsible person.
- H. In any case where the animal is determined to be diseased, the owner or responsible person of the animal and the victim of the attack or bite shall be immediately notified so medical treatment may be administered as necessary. All associated fees shall be paid by the owner or responsible person.

90.14 Nuisance Attacking.

No animal shall chase vehicles or molest, attack or interfere with persons, other domestic animals or fowl on public or private property. Penalty, see 90.99.

90.15 Nuisance Barking.

No dog shall cause a disturbance by excessive barking or other noise making, including but not limited to howling, screeching, yelping or baying as specified below. Penalty, see 90.99.

Night Time Barking (10:00 PM to 7:00 AM)

For the purposes of this section a dog shall be deemed to be disturbing the peace and quiet of persons residing within the town if the animal is observed to be barking for ten or more continuous minutes. To enforce this section the person(s) who's peace is being disturbed MUST be willing to complete a witness statement (provided by the Animal Control Officer or other representative of the police department) and assist in the prosecution.

Day Time Barking (7:00 AM to 10:00 PM)

All persons desiring to pursue criminal charges against any person keeping or maintaining a dog which is in the habit of barking, howling or otherwise disturbing the peace and quiet of any reasonable person residing within the

town limits, between the hours of 7:00 am and 10:00 pm., shall complete a witness statement (provided by the Animal Control Officer or other representative of the police department) and be willing to assist in the prosecution.

90.16 Unlawful Interference with Animal Control Officers:

It is unlawful for any person to interfere with an Animal Control Officer in the performance of his or her duties. Penalty, see 90.99.

90.17 Removing Impounded Animals:

It is unlawful for any person to remove or attempt to remove an animal that has been impounded at the Animal Shelter or is in the possession of an Animal Control Officer or except in accordance with the provisions and regulations of this chapter. Penalty, see 90.99.

90.18 Unlawful Keeping of Animals:

It is unlawful for a person to keep, harbor or maintain any animal within the town except as provided by the terms of this chapter. Penalty, see, 90.99.

90.19 Cruelty and Neglect of Animals:

- A. Animal Control Officers may take control of suspected neglected or abused animals and may transport said animals to the animal shelter for impound or to a veterinarian for treatment or to euthanize the animal for the health, safety and welfare of the public and the animal. All cost incurred by the town as a result of taking control of, treating and maintaining such animals shall be assessed against the owner or responsible person prior to the release of the animal.
- B. It is unlawful for all owner or responsible person of an animal to fail to provide the animal with sufficient wholesome food free from contamination and water which is free flowing or in a clean receptacle.
- C. It is unlawful for an owner or responsible person of an animal (except for livestock) to fail to provide convenient access to natural or artificial shelter and protection from the weather. Any artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and be of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, is not in compliance with this section. Any shelter, all bedding and all spaces accessible to the animal shall be maintained in a manner which

minimizes the risk of the animal contracting disease, being injured, or becoming infested with parasites. Penalty, see 90.99.

- D. It is unlawful for an owner or responsible person of an animal to fail to provide care and medical treatment for injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering. If such care and treatment is not feasible, the owner or responsible person shall provide or have provided humane destruction. Penalty, see 90.99.
- E. It is unlawful for any person to beat, cruelly mistreat, torment, overburden or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans. Penalty, see 90.99.
- F. It is unlawful for the owner or responsible person of an animal to fail to provide access to adequate ventilation and protection from temperature extremes at all times. In this connection , it is unlawful for any person to keep an animal in a vehicle or other enclosed space in which the temperature is either so high or so low, or the ventilation is so inadequate, as to endanger the animal's life.
- G. It is unlawful for the owner or responsible person of an animal to abandon the animal. Penalty, see 90.99.

90.20 Dangerous Animals:

It is unlawful for an owner to have a dangerous animal within the town limits without a certification of registration issued under this section. This section shall not apply to dogs used by law enforcement officials for police work.

- A. An Animal Control Officer shall issue a certification of registration to the owner of such animal if the owner presents to the Animal Control Officer sufficient evidence of :
 - 1. A proper enclosure to confine the dangerous animal and the posting of the premises with a clearly visible warning sign that there is a dangerous animal on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous animal.
 - 2. A surety bond issued by a surety insurer in the form acceptable to the Town Prosecutor in a sum of no less than fifty thousand dollars (\$50,000) payable to any person injured by the dangerous animal:
or

3. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified in the amount of at least fifty thousand dollars (\$50,000), insuring the owner for any personal injuries inflicted by the dangerous animal.
- B. It is unlawful for the owner of a dangerous animal to permit the animal to be outside the proper enclosure unless the animal is under the complete physical control of the owner or a responsible person.
- C. An animal shall not be declared to be dangerous if the threat or damage was sustained by a person who, at that time, was committing a willful trespass or other criminal act upon the premises occupied by the owner of the animal, or was tormenting, abusing or assaulting the animal, or has in the past been observed or reported to have tormented, abused or assaulted the animal, or committing or attempting to commit a crime.
- D. Any dangerous animal shall be immediately confiscated by an Animal Control Officer if:
1. The animal is not validly registered under the section above.
 2. The owner does not secure the liability insurance coverage required under this section.
 3. The animal is not maintained in the proper enclosure.
 4. The animal is outside the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person. In addition, the owner shall be guilty of a Class 1 misdemeanor.
 5. The animal was previously found to be a dangerous animal under this Chapter and attacks or bites a person or another domestic animal. In this event, the Owner or responsible party is subject to a penalty under Section 90.99 for failure to control the animal to protect the public or other animal. In addition, the dangerous animal shall immediately be confiscated by an Animal Control Officer, placed in quarantine for the proper length of time, and thereafter upon order of the court, be destroyed in an expeditious and humane manner.
 6. The owner of any animal that aggressively attacks and causes severe injury or death of any human, whether the dog has previously been declared potentially dangerous or dangerous, shall be guilty of a Class 1 misdemeanor. In addition, the dog shall be

immediately confiscated by an Animal Control Officer, placed in quarantine for the proper length of time, and thereafter, upon order of the Court, be destroyed in an expeditious and humane manner.

90.21 Adequate Exercise Space for Animals:

Every enclosure for an animal shall be constructed in a manner to minimize the risk of injury to the animal and shall encompass sufficient useable space to keep the animal in good condition.

It shall be unlawful for the owner or responsible person of an animal to secure the animal by means of a tie-out including but not limited to chains, leashes, ropes, wire or cable attached to a swivel, pulley system or fixed point unless the animal is under the direct supervision of the owner. Penalty, see 90.99.

90.22 Biological Wastes:

It is unlawful for any person to allow any animal to eliminate biological waste on any public walks, recreational areas or private property other than the property of the owner or responsible person. If such an incident does occur, it shall be the duty of the owner or handler responsible person to remove the biological waste. Penalty, see 90.99 B.

90.23 Coordination with Other Agencies:

Town personnel shall make all reasonable efforts to inform, advise, and comply with other animal control agencies and entities as is reasonable or required by law.

90.24 Kennel permit; Fee, violation; Classification

Any person operating a kennel within the town limits shall obtain a permit issued by the Police Department's Animal Control section.

- A. An application for a kennel permit shall be submitted to the Police Department. Prior to the issuance of a permit, the applicant must obtain a town business license and insure compliance with all zoning regulations.
- B. The permittee shall comply with:
 - 1. All health regulations and statutes including but not limited to, those addressing the elimination of excessive noise and offensive odors.

2. All regulations and statutes addressing the safety and welfare of dogs.
3. All regulations and statutes addressing the safety, health and welfare of the general public.
4. All applicable provisions and regulations of this Chapter.

C. The permittee shall:

1. Ensure kennel and exercise areas where dogs are housed are maintained in a sanitary condition. Waste products shall be disposed of in a manner determined by the Yavapai County Health Department.
2. Provide clean potable water, available to each dog at all times.
3. Provide adequate amounts of food free from contamination of sufficient quantity and nutritive value to maintain the dog in good health.
4. If a dog becomes seriously ill or is injured, provide prompt, appropriate veterinary care when necessary or have the dog euthanized in a humane manner. Permittee shall provide an isolation area for sick dogs, sufficiently removed so as not to endanger the health of other dogs.
5. Provide a minimum perimeter confinement requirement for kennels, which shall be an exterior fenced perimeter of the kennel, constructed in such a manner as to ensure containment of the dogs at all times.
6. Provide adequate individual confinement space for each dog that is appropriate to the age, size, weight and breed of the dog. For the purpose of this paragraph, “adequate space” means sufficient space for the dog to experience normal body movements without having to make contact with the sides or top of the enclosure, including the ability to stand up, sit down, lie down, turn about freely and relax in a natural position, and not be soiled when urinating or defecating while maintaining clean food and water.
7. Provide for the following minimum sizes of the confinement areas:
 - a. For a dog under sixteen pounds: a minimum base measurement 28 inches by 28 inches.

- b. For a dog at least 16 pounds and no more than 40 pounds: a base measurement of 36 inches by 28 inches.
 - c. For a dog at least 40 pounds and no more than 100 pounds: a base measurement of 36 inches by 60 inches.
 - d. For a dog over 100 pounds: a minimum base measurement of 48 inches by 70 inches.
 - e. For dogs housed on wire flooring, the permittee shall provide a resting board, floor mat or similar device that is maintained in a sanitary condition, allowing the dog to rest off of the wire flooring.
 - f. An outside run or confinement area of sufficient size to provide adequate exercise to maintain proper health, but the dog should have no less than 64 square feet of exercise daily.
- 8. Retain name, address and telephone number of the owner and/or responsible person of each boarded dog. This information must be available to the Animal Control Officer upon demand without notice.
 - 9. Permittee must retain the name(s) of each person selling, trading or giving any dog to the kennel.
 - 10. Permittee shall notify the owner(s) or responsible person of a boarded dog when the dog refuses to eat or drink for a period of time where the dog's wellbeing may be seriously affected, cause it to lose flesh, or when the dog is injured or becomes weak or ill.
 - 11. Permittees are subject to two announced inspections per calendar year as a condition of the permit.
 - 12. A dog remaining within the kennel is not required to be licensed individually as required by 90.09, but must be vaccinated. A dog leaving the controlled kennel conditions shall be licensed as required by 90.09 except if the dog is being transported to another kennel which has a permit issued under this section.
 - 14. On the effective date of this ordinance, persons applying for kennel permits will be allowed six months to meet the confinement requirements.

15. All kennel permits are subject to revocation by the Chief of Police or the designee supervisor of the animal control department as follows:
 - a. After filing of a complaint detailing the violations of a kennel permit by an Animal Control Officer with the Chief of Police or designee, a date for a hearing shall be set and notice of the hearing personally served on the permittee at least 15 days prior to the hearing date. If the notice is unable to be personally served it may be served by registered mail.
 - b. The permittee may contest the revocation of the kennel permit by appearing at the hearing or by providing the Chief of Police or designee a signed statement outlining the grounds for contesting the revocation of the permit.
 - c. After hearing the testimony, if any, of the Animal Control Officer and any of their witnesses and the testimony, if any, of the permittee and any of their witnesses, the Chief of Police or his/her designee may dismiss the complaint, or make one of the following determinations:
 1. The alleged violation of the permit did occur, but the violation can be remedied by the permittee and monitored by the Animal Control Officer for fourteen days to see that the violations are corrected. If the corrections are made the permit will not be revoked.
 2. The alleged violation of the permit did occur, and the violation immediately endangers the health and safety of the dogs and the permit is revoked.

90.99 Violation; Penalty:

- A. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor.
- B. Any person violating any provisions of sections: 90.93; 90.04; 90.22 of this Chapter shall be guilty of a Class 3 misdemeanor.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. d.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 12, 2012 Regular Meeting minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve June 12, 2012 Regular Meeting minutes.

Attachments

June 12, 2012 mintues

DRAFT

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

**Tuesday, June 12, 2012
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 12, 2012.

Present: Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner

Staff Present: Interim Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Tom Kack; Police Commander Mark Garcia; Town Engineer/Public Works Director Ron Gritman; Utilities Supervisor Chris Bartels; Town Clerk Assistant Liz Hart (recorder)

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

Mayor Marley called the meeting to order at 6:06 p.m.

Vice-Mayor Tenney gave the invocation and Mayor Marley led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

There were none.

3) CALL TO THE PUBLIC

Norma 'Birdie' Bennett, Town business owner, spoke about: children living at 1410 Palo Verde and a continued lack of code enforcement; an incorporation stipulation that Town officials would not initiate a property tax without the public's vote; raising sales taxes forcing more businesses out of Town and Williamson Valley shoppers to go to Prescott; and putting sewer down the highway forcing more businesses out. She encouraged Council to differentiate between true needs and wants and to start truly being business friendly.

Ab Jackson, resident and CEO, Chino Valley Area Chamber of Commerce, eulogized former Mayor and Chamber member Jim Bunker, and reported on the Chamber's Casino Night fundraiser, monthly luncheon, Business of the Month Guidance Helicopter, and new board Chair, Tom Payne of Tom's Print Shop.

4) RESPONSE TO THE PUBLIC

Mayor Marley related that there was nothing to report.

5) CURRENT EVENT SUMMARIES AND REPORTS

- a)** Transit System Report for quarter ending March 31, 2012 by Transit Advisory Committee member Ed Steinback. (Robert Smith, Interim Town Manager)

Mr. Steinback reported that:

- Ridership increases were due to the mild winter and increases in the local route; the regional route maintained ridership statistics. Overall, ridership had increased 10%, riders were becoming more sophisticated in using the system, and the system had now met the ridership goals set down last year of two riders per hour.
- The Committee was continuing to evaluate pick up and drop off points to determine if service was adequate.
- Although expenses were bumped up by additional maintenance, overall expenses in all budget categories were under budget and the system was close to meeting revenue projections now.
- Future plans and goals included investigating some grant funding options, becoming budget neutral, unveiling sponsorship programs and advertising on the bus in the next few weeks, testing a ridership plan with the Aquatic Center, and working with medical centers and community clubs to increase ridership.
- Draft policies and procedures with regard to advertising will be brought to Council soon.
- Per ADOT, the Town was ahead of the curve regarding system performance analyses; it was on the cutting edge within the state and was being watched by other transportation systems.

Lon Turner commended the Committee, all volunteers, for all they had accomplished.

- b)** Status report by Town Clerk staff regarding HB 2826, Consolidated Elections. (Jami Lewis, Town Clerk)

Mayor Marley reported that this item will be postponed until the next meeting.

6) CONSENT AGENDA

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to accept Consent Agenda item 6a.

Vote: 7 - 0 PASSED - Unanimously

- a)** Consideration and possible action to approve Non-Disclosure and Exclusive Negotiation Agreement between the Town of Chino Valley and Chino Verde, LLC, with regard to water imporation from historically irrigated acres from the Big Chino sub-basin to the Prescott Active Management Area for a period of up to 24 months. (Bill Staudenmaier, Water Attorney)

7) ACTION ITEMS

- a) Consideration and possible action to adopt Ordinance No. 12-758 establishing the Town of Chino Valley policy for installation of culverts for driveways within the Town corporate limits, and amending the Town Code Chapter 52 "Rubbish, Trash and the Like," by amending the chapter name, and adding Section 52.02 "Water and Earthen Material Flow" and Section 52.03 "Culverts." (Ron Grittmann, Town Engineer)

Mr. Grittmann reported that:

- The Town had an unwritten policy wherein roads division staff would pick up and install a culvert for citizens who had purchased one for their private driveways that traversed bar ditches and small drainage ways, as well as remove the old one at no charge. When this matter came under issue last Fall, staff drafted a written policy for Council to formally adopt.
- Upon review of the draft policy, the Town Attorney advised that the Town's actions constituted "gifting," which was not allowed per statute, and the Town must charge for such services.
- Ordinance 12-758 will establish the formal written policy with the policy changes noted above. The Ordinance also required private individuals to maintain their culverts in a satisfactory condition by removing rubbish, trash, weeds, and accumulated deleterious materials.

Mr. Smith added that it appeared that staff's past intentions were right, but the mechanism and delivery were wrong and the Town could not continue something that was not supported by law. However, staff could be creative to direct those needing financial assistance to a community organization or other group identified to help in those situations.

Council asked about providing guidelines for when a culvert was needed, not leaving it up to the discretion of the Town Engineer alone to require it, the Ordinance appearing to make homeowners responsible for maintenance of the bar ditches, and culverts being the only type of construction mentioned. Mr. Smith and Mr. Grittmann stated that:

- The Unified Development Ordinance required culverts for new development; it was optional for private individuals.
- If a homeowner needed access to his/her property over a bar ditch, staff would recommend, never require, that the homeowner install a culvert or other construction to allow access to the property. If the homeowner chose not to do so, resulting in damage or blockage to the bar ditch or public right-of-way, then the homeowner would be required to remedy that.
- This Ordinance addressed culvert installation only, not bar ditches. However, the Town was responsible to create and maintain bar ditches, unless an individual changed them somehow.
- A homeowner could put in any type of construction desired, as long as it had the same effect as a culvert. He could only ask the bare minimum and it did not require a permit.

Public comment:

Joe Iaccarino, Vista Grande resident, felt that the Ordinance laid the burden of maintaining the drainage ditches on the citizens, with which he did not agree.

Rocky Miller, Vista Grande resident, believed that lack of maintenance on a bar ditch caused water diversion that was now damaging his and others' properties, and he did not believe it should be his responsibility to maintain the water flow. As Mr. Miller stated that he had not contacted the Town on this matter, Mayor Marley suggested that he speak with

Mr. Grittmann.

Jennifer Miller, Vista Grande resident, told Council that she had contacted public works regarding the problem, and they dug a pond in front of her property, which now pooled and had become a sanitary issue.

Mayor Marley advised that Mr. Grittmann was aware of the Town's stormwater problems in the Vista Grande area and was working on a comprehensive flood plan for that area and the rest of town.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to adopt Ordinance No. 12-758 establishing the Town of Chino Valley policy for installation of culverts for driveways within the Town corporate limits, and amending the Town Code Chapter 52 "Rubbish, Trash and the Like," by amending the chapter name, and adding Section 52.02 "Water and Earthen Material Flow" and Section 52.03 "Culverts."

Council asked about expanding the language to include other types of construction. Town Attorney Tom Kack and Mr. Grittmann suggested that the definition of "culvert" could be expanded to "culvert or other drainage infrastructure."

MOVED by Councilmember Linda Hatch, seconded by Councilmember Darryl Croft to amend the motion to amend Section 52.03 to change the wording in 52.03 to "culvert or other drainage infrastructure."

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to adopt Resolution Number 12-991 to establish speed limits throughout Chino Valley per the recommendations of the Roads and Streets Committee. Funds for speed limit and stop signs to come from Highway User Revenue Fund, roads maintenance road signs line. (Ron Grittmann, Town Engineer)

Town Engineer Ron Grittmann reported that:

- From May to December 2010, the Engineering Division collected traffic data on the Town's major streets of Chino Valley. Traffic Counters collected data on traffic volume, peak hour traffic, vehicle speeds, and vehicle classification.
- Subsequently, staff presented their findings and recommendations to Council, who adopted a Resolution amending speed limits on the west side of town.
- While working on the study for the east side of town, staff discovered that Town Code Section 71.12 "Speed Limits" was out of compliance with A.R.S. § 28-701. On March 22, 2011, Council adopted Ordinance 11-744 to remedy that situation, and staff resumed work on the east side study.
- The raw data collected during the study was processed to compute the 85th percentile speed, the most frequently used method to set acceptable municipal speed limits (AASHTO Policy on Geometric Design of Highways and Streets, Chapter 2). Factors such as sight distance, intersection frequencies, and roadway geometry were taken into consideration, as well as driveways, hidden driveways, slopes, proximity to schools, vehicles per day, and the like.
- The Roads and Streets Speed Limit Subcommittee examined the existing speeds and the 85th percentile, and drove each street throughout town to examine sight distance and drivability; then presented their recommendations to the Police Chief for review. Those who reviewed the data agreed that raising some speed limits and changing stop

sign locations were logical and reasonable.

- The estimated cost of materials to change speed limit signs and add stop signs was approximately \$60 per sign, post, and base, for a total estimated cost of \$6,500; installation could be performed by town personnel.
- Engineering staff will continue to collect data for the community and work with the Roads and Streets Committee on other roadway related issues, such as changing Road 1 South and Road 1 West to a four-way stop.

Council asked about a connector road to Williamson Valley, how staff handled signage for flooding and ponding areas during storm events on holidays and weekends, and public concerns that the speed limit increases were designed as speed traps. Mr. Grittmann stated that:

- Road 2 South was the most viable road to connect to Williamson Valley. The 2007 Small Area Transportation Plan identified it or Center Street as a connector; and the models said it would double the street's traffic volume, necessitating widening, intersection improvements, or the like.
- The Roads Division always had staff on call; they generally knew the areas that flooded, and they kept a trailer loaded with signage during the rainy season.
- The speed limits were not done arbitrarily, but as a result of a lot of research by committee members, and public works and police staff review.

Councilmember Hatch added that the \$9,000 cost was to replace signs only, and a Central Yavapai Metropolitan Planning Organization grant would fund the sign posts.

Public comment:

Ron Romley, resident, related that he was the Roads and Streets Committee chair when they asked staff to conduct the survey. He believed the process was done very professionally and he supported the proposal.

Craig Brown, President, Williamson Valley Community Organization and candidate for District 4 county supervisor, told Council that he had researched the Road 2 South issue over the past four years and found that improving it would require a road or road maintenance district and the large land owners would not want to foot the bill. However, it could be designated as a county road, like Brenda or Nancy Roads.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to adopt Resolution No. 12-991 to establish speed limits throughout Chino Valley per the recommendations of the Roads and Streets Committee.

Vote: 7 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve a Professional Services Agreement with Economists.com, Inc. to perform a water and sewer utility rate study in an amount not to exceed \$24,000, with \$12,000 to come from the Water Enterprise Fund, water utilities professional services line and \$12,000 to come from Sewer Enterprise Fund, sewer utilities professional services line. (Ron Grittmann, Town Engineer)

Mr. Grittmann reported that:

- The utilities accounts in the general fund were facing distinct challenges, with operations running off fund balance. The current sewer rate was \$48.40 per month, with \$21.00 of that going to Fann Environmental for operation and maintenance of the wastewater treatment plant (“plant”).
- This study will analyze the current rate structure, how to bridge the utility accounts gap, determine the impacts of the Town assuming operation and maintenance of the existing 0.5 MGD plant, determine if the current \$21.00 per equivalent dwelling unit paid to Fann will be sufficient to support a capital improvement program or other uses, the ability to generate revenue without a rate increase, the possibility of increasing the number of water users, and how to use bonding to expand the plant if the Town took it over.
- The Town had approximately 1,650 sewer customers and 590 water customers. Currently, the Town had the ability, for a small cost, to increase the number of water users.
- The conclusions from a final report will be presented to Council at a subsequent meeting and the rate model will be turned over to the Town so that future modifications can be run internally.

Interim Town Manager Robert Smith added that the consultant will also determine the number of users needed to reduce the rates.

Council asked about the consultant considering all options for operation, maintenance, and expansion of the plant. Mr. Grittmann and Mr. Smith stated that all the possible options would be presented to Council, who will then determine a strategy.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve Professional Services Agreement with Economists.com, Inc. to perform a water and sewer utility rate study in an amount not to exceed \$24,000.00.

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve Change Order Number 1 to contract with Sky Engineering Inc. for installation of additional solar panels, both new and donated, and other appurtenances, for the solar energy generation station, in an amount not to exceed \$55,007.06. Funds to come from Sewer Enterprise Fund, EECBG expenditures (solar panel project) line, with reimbursement to come from Department of Commerce Grants in the amount of \$55,000.00; and remaining funds of \$7.06 to come from Sewer Enterprise Fund miscellaneous maintenance line. (Ron Grittmann, Town Engineer)

Acronym used in this item:

ARRA (American Recovery and Reinvestment Act of 2009)

Mr. Grittmann reported that:

- Over the last two years, the Town had been awarded two Department of Commerce Energy Grants for the installation of solar panels at the wastewater treatment plant. The first grant was for \$91,307.24 and the second grant was for \$93,700.
- On April 4, 2012, the Town was notified that it had received an additional \$55,000 for additional solar panels. This change order will modify the Town’s existing contract with Sky Engineering, Inc., as all ARRA and Davis Bacon requirements had already been met under the original contract.

- With these additional funds, the Town will install approximately 66 solar edge panels, 50 Enphase panels, and 70 new ARRA compliant panels. The \$5,000 match requirement will be accomplished through in-kind services for engineering and inspection.
- This was the last of the grant money for solar panel installations, with funding to come from the Governor's Department of Energy Office.

Vice-Mayor Tenney recognized Councilmember Hatch, Mr. Grittmann, and Mr. Smith for their efforts on this project.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Darryl Croft to approve Change Order Number 1 to contract with Sky Engineering for the Chino Valley Photovoltaic System in an amount not to exceed \$55,007.06.

Vote: 7 - 0 PASSED - Unanimously

- e) Consideration and possible action to amend Chino Valley's Personnel Policy, Policy No. 600, removing Section III D, Pay Advances. (Cecilia Watts, General Services Director)

Ms. Watts reported that Personnel Policy No. 600, III D "Pay Advances" allowed employees to request a pay advance. Staff was recommending that the Council delete this policy, as very few employees utilized it, it placed a disproportionate burden on Finance staff, staff did not believe the public would support it, and no other local entities had such a policy. Staff informed employees of this proposal in May.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to delete Policy No. 600 Section III D, Pay Advances, from the Town's Personnel Policy, effective July 1, 2012.

Vote: 7 - 0 PASSED - Unanimously

- f) Consideration, discussion and possible action regarding a request from the Central Arizona Partnership for the Town to contribute \$1.00 per capita to help fund the proposed Greater Prescott Regional Economic Partnership. (Mayor Marley)

Acronyms used in this item:

CAP (Central Arizona Partnership)

GPREP (Greater Prescott Regional Economic Partnership)

Mayor Marley reported that:

- Council received a request from the CAP with regard to establishing a regional economic entity to enable the region to compete economically in drawing new business. The CAP Board was maintaining its commitment to establish the GPREP and a board subcommittee was diligently working to finalize a comprehensive business plan.
- CAP had achieved commitments from a number of large private sector establishments that endorsed this partnership, and was requesting that all participating entities contribute \$1.00 per capita to help fund the new entity.
- Although this was important, the Town needed to account for every expenditure, and he suggested contributing \$0.50 per capita.

Interim Town Manager Robert Smith added that in his experience with small municipalities and councils of governments, economic development could not be done without regional assistance. As the Town had no tools or resources of its own, this would hopefully empower staff to take a greater role in economic development.

Ab Jackson, CEO, Chino Valley Area Chamber of Commerce, related that he was on CAP's founding board three years ago and he helped establish GPREP. Prescott Valley was favorable to this proposal, but it was contingent upon participation by all the entities.

Several Councilmembers expressed support for the Town's involvement in regional economic cooperation, but wanted to know what the money would be used for. Mr. Jackson stated that it would go toward recruiting businesses and eventually hiring a director to work exclusively on recruitment. Currently, funds for GPREP were being used for collateral material and a web site. At this time, the group was mainly looking for commitment.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Dean Echols to set aside \$5,000 in the budget to support regional economic development.

Vote: 7 - 0 PASSED - Unanimously

- g)** Consideration and possible approval to co-sponsor a resolution being recommended by the City of Prescott, at the request of House Representative Karen Fann, to forward to the League Resolutions Committee pertaining to fireworks sales regulations. (Jami Lewis, Town Clerk)

Ms. Lewis' staff report stated that staff had received a request from Joe Brehm, Assistant to the City Manager, City of Prescott, asking Council to consider co-sponsoring a resolution for consideration by the League Resolutions Committee. This resolution matched HB 2361, sponsored by Rep. Karen Fann during the previous legislative session, and it sought to give each municipality and county the ability to regulate the sale and use of consumer fireworks. Currently, municipalities could restrict the use of fireworks, but not their sale, and she intended to reintroduce the bill again next legislative session.

Councilmember Best related that the Public Safety Committee would discuss this in their next meeting.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Mike Best to approve the co-sponsorship of the resolution being recommended by the City of Prescott to the League Resolutions Committee, to give each municipality and county the ability to regulate the sale and use of consumer fireworks.

Vote: 7 - 0 PASSED - Unanimously

- h)** Annual reports by Council Committee Chairs and consideration and possible action to review and make changes to the Council Committees roster. (Vice-Mayor Tenney; Mayor Marley)

Mayor Marley reported that he had not convened the Mayor's Ad Hoc Alternative Energy or Water Stewardship Committees due to time constraints. However, he had convened the Mayor's Ad Hoc Flood Control Committee, which had met twice.

Vice-Mayor Tenney reported that the Finance Committee was very active and he wished to continue as Chair. Their next meeting on June 20 would be to go over the budget in detail. He had also been appointed by the governor to serve on the Prescott Active Management Area (AMA) Groundwater Users Advisory Committee, which was currently working on the AMA's 4th Management Plan and holding public hearings. In addition, he was part of the Upper Verde River Water Protection Coalition, working with other officials in west Yavapai County to deal with watershed restoration, rehabilitation, and other issues.

Councilmember Hatch reported that the Appointments Committee had met several times to review applications and she was willing to continue as Chair. She also noted that she had nothing new to report regarding the Magistrate Evaluation Committee.

Councilmember Best reported that the Public Safety Committee had held a couple meetings; their next meeting would be to discuss the animal control and noise abatement ordinances, and he desired to remain as Chair. He had also been the Town's representative on the League Resolutions Committee, and as he was the only non-mayor there last year, he requested that Mayor Marley take over that position. Mayor Marley accepted his request.

Councilmember Croft reported that the Transportation and Roads Committee had merged with the Roads and Street Committee, which met quarterly and had given a report to Council a few months ago. Its main issue was that there were a lot of roads needing improvement, but no money to do anything. He also desired to remain as Chair.

Councilmember Echols reported that the Economic Development Committee will be working with the new Interim Town Manager on the Economic Development item on tonight's agenda, and he desired to remain as Chair.

Councilmember Turner reported that not much was going on with the Water and Utilities Committee, except for the upcoming utility rate study, and he was willing to continue as Chair. Most of his activities were with the County Water Advisory Committee and Upper Verde River Water Protection Coalition, which had both offered a huge learning experience. The USGS study was nearly over and further discussions were anticipated.

- i) Consideration and possible action to schedule a Council retreat to discuss strategic financial planning. (Mayor & Council)

Vice-Mayor Tenney reported that in light of the Town's future financial situation, Council had indicated a desire to hold a retreat to discuss strategic financial planning within the next 60 days or so. This retreat will most likely necessitate subsequent discussions in the following months.

Council discussion: They preferred to wait until the new finance director was on board and consented to hold this meeting on August 6 from 8:00 a.m. to 1:00 p.m.

- j) Consideration and possible action to cancel or reschedule the August 28, 2012 regular meeting due to a conflict with the annual League Conference. (Jami Lewis, Town Clerk)

Council discussion: They preferred to cancel the meeting and schedule a special meeting on the 23rd if need be.

MOVED by Councilmember Darryl Croft, seconded by Councilmember Lon Turner to cancel the meeting and schedule a special meeting on the 23rd if need be.

Vote: 7 - 0 PASSED - Unanimously

- k) Consideration and possible action to approve the May 8, 2012 Regular Meeting minutes. (Absent: Mayor Marley) (Jami Lewis, Town Clerk)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to approve the May 8, 2012 Regular Meeting minutes.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

- a) Council may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with its attorneys and/or to consider its position and instruct its attorneys regarding entering into a Settlement Agreement with Kevin Moran, in connection with Mr. Moran's administrative appeal of a formal grievance, filed pursuant to the Town of Chino Valley Personnel Manual Policy 805. (Sharon Sargent-Flack, Town Attorney)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to hold an executive session at 8:39 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley reconvened the meeting back into open session at 8:53 p.m.

- b) Consideration and possible action regarding entering into a Settlement Agreement with Kevin Moran, in connection with Mr. Moran's administrative appeal of a formal grievance, filed pursuant to the Town of Chino Valley Personnel Manual Policy 805.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to enter into a Settlement Agreement with Kevin Moran, in connection with Mr. Moran's administrative appeal of a formal grievance.

Vote: 7 - 0 PASSED - Unanimously

- c) Council may vote to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with its attorneys and/or to consider its position and instruct its attorneys regarding entering into a professional services agreement with Robert Smith, for the provision of municipal management services. (Mayor Marley; Vice-Mayor Carl Tenney)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to hold an executive session at 8:54 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley reconvened the meeting into open session at 9:51 p.m. and asked Mr. Smith if he could meet with the committee tomorrow. Mr. Smith replied affirmatively.

9) ADJOURNMENT

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to adjourn the meeting at 9:51 p.m.

Vote: 7 - 0 PASSED - Unanimously

ATTEST:

Chris Marley, Mayor

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of June, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of August, 2012.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. e.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 19, 2012 Special Meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the June 19, 2012 Special Meeting minutes.

Attachments

June 19, 2012 minutes

DRAFT

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

**Tuesday, June 19, 2012
3:30 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 19, 2012.

Present: Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch; Councilmember Lon Turner

Staff Present: Interim Town Manager Robert Smith; General Services Director Cecilia Watts; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 3:30 p.m.

Councilmember Lon Turner attended the meeting by conference phone.

2) Review and discuss terms of Professional Services Agreement with Robert Smith for municipal management services. (Mayor & Council)

Councilmember Croft, Mayor Marley, and Vice-Mayor Tenney recounted that Council had assigned three Councilmembers ("liaisons") the task of negotiating the provisions for an employment agreement with Mr. Smith. At a previous meeting, Council determined to cut the original proposed offer recommended by the liaisons by \$13,000. After visiting with Mr. Smith, they realized that they had not discussed employee health coverage, so they split the difference of the \$13,000 reduction and added it back into health coverage.

Councilmember Hatch clarified that health care benefits in the original agreement were also changed due to legal issues found by the town attorney, and all town employees were covered by errors and omissions insurance. She also reported that the agreement totals were \$120,000 salary and \$40,000 in benefits, not including travel outside of Yavapai County and meetings.

Mr. Smith asked about language in the agreement to the effect that the employee would pay his own health insurance premiums, as he desired to be treated as the other employees, for whom the Town paid the premiums for the employee and 25% for dependents. Councilmember Croft stated that the wording was in error and the intent of the agreement was as Ms. Smith stated.

Public comment:

Michael Edmonds, resident, asked about vacation and sick leave pay. Councilmember Croft related that Mr. Smith would receive 80 hours vacation per year, accrued during every pay period. Mr. Smith added that this was the same as any new hire, except that upon initiation of the agreement, he asked for 40 hours of leave time up front in case he got sick or needed leave time in the first few weeks.

Marti Klein, resident, related that she researched some salaries on line to compare with this package, and it seemed to be very much in line with other towns the size of Chino Valley.

Council discussion: Three council members indicated support for the proposed agreement as this was the median cost for a town manager for a town this size; the proposed salary represented “responsibility pay;” and Mr. Smith was doing a good job, was willing to stay awhile, and was on the right track.

Vice-Mayor Tenney stated that the Town Attorney would draft the agreement with the bullet points agreed to today and present the proposed agreement to Council next Tuesday.

3) ADJOURNMENT

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to adjourn the meeting at 3:55 p.m.

Vote: 7 - 0 PASSED - Unanimously

ATTEST:

Chris Marley, Mayor

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 19th day of June, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of August, 2012.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. b.**

Meeting Date: 08/14/2012
Contact Person/Dept: Robert Smith, Town Manager
Phone: 928-636-2646 x-1201
Item Type: Action-Presentation
**Estimated length
of staff presentation:** 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Chino Valley Transit Advertising Policy and Procedures, and Transit Advertising Contract.

RECOMMENDED ACTION:

Approve Chino Valley Transit Advertising Policy and Procedures, and Transit Advertising Contract.

SITUATION AND ANALYSIS:

Chino Valley Transit has developed policy and an agreement for advertising which would enable them to solicit advertising on bus space and receive funds which could be used to support the bus system. Policy and agreement are attached for review.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

CVT Advertising Policy

CVT Advertising Contract



"Keeping Chino Valley Moving Forward"

ADVERTISING POLICY AND PROCEDURES

PURPOSE

Chino Valley Transit's (CVT) objective in selling advertising on its property is to become budget neutral or to maximize revenues to supplement unfunded operating costs. The second priority is to leverage our advertising space through trades with print and broadcast media. The last priority is to provide an affordable communications media for non-profit and governmental organizations who wish to deliver messages that are neither controversial nor offensive to our riders and the citizens of Chino Valley and Prescott.

I. Commercial Advertising Standards

- A.** The CVT Manager or Advertising Committee shall reject advertising which:
 - 1) Is false, misleading or deceptive
 - 2) Is related to an illegal activity
 - 3) Is explicit sexual material, obscene material, or material harmful to minors as these terms or defined in Title 13, Chapter 35, A.R.S.
 - 4) Advertises alcohol or tobacco products
 - 5) Depicts violence and/or anti-social behavior
 - 6) Includes language which is obscene, vulgar or profane.
- B.** All bus advertising graphic designs must be submitted electronically in sufficient detail to determine content and final general appearance to CVT for review and approval before application.
- C.** The subject matter of bus advertising shall be limited to speech which proposes a commercial transaction or a public service announcement. Advertising of a political or religious nature is prohibited.

II. Public Service Announcement Guidelines

- A.** Public Service announcement shall be non-commercial, non-partisan and shall not be designed to influence elections or legislation.
- B.** The advertisement must meet the same standards governing commercial advertising as outlined in Section I.A.

- C.** The sponsoring organization must be classified as a tax exempt organization by the Internal Revenue Service or if a specific activity or event is being sponsored by a “for profit” organization, the event itself must be charitable in nature (e.g. Century Link sponsors a Feed the Children Program).
- D.** Organizations that are primarily religious in purpose do not qualify for Public Service Announcements.
- E.** All announcements are subject to final approval by CVT Manager or Marketing Committee.
- F.** Public Service Announcements will be accepted on a space-available basis and may be preempted by commercial advertising. The announcement will be posted only for such period of time as the space remains available and is not needed for commercial advertisement.



ADVERTISING POLICY AND PROCEDURES

STANDARD OPERATING PROCEDURES

Posting Approved Signs in Chino Valley Transit (CVT) Vehicles

POSITIONS INVOLVED

CVT Manager, CVT Advisory Committee, CVT Marketing Committee, Drivers and Dispatcher.

GOAL

A process for posting and removing Signs in available spaces on vehicles.

PROCEDURE

1. Types of Signs:
 - a. CVT Manager or Marketing Committee will annually review the signage posted by CVT to notify riders of information to ensure posted signs remains current. Periodically, Transit Manager or Dispatcher may change out CVT signs
 - b. Public Service Announcements will be considered for posting on a space available and time limited basis. Request for Public Service Announcements posting will be considered dependent on 1) Affiliation with CVT, although affiliation will not be required, 2) Prior provision of services for an agency or event, and 3) Community services. Public Service Announcements can be posted in 1 to 3 spots per vehicle, depending on space available for a limited time of 1 to 6 weeks.
 - c. Advertisements may be posted upon receipt of signed Advertising Agreement and approval of the CVT Manager of the content materials.
2. CVT Manager is responsible for obtaining a written request or agreement for postings by external Agencies. The information provided by other agencies will contain to/from dates for posting and draft of the material to be posted.
3. CVT Manager will make sure removal dates are applied to every posting before submitting to Dispatcher for installation. The Marketing Committee will provide correctly sized signs to CVT Manager.

4. Notification will be sent as needed to the CVT Manager from the Marketing Committee via email providing update on material to be posted, or removed if requested prior to removal date. Information will include description of sign, name of agency and removal date.
5. CVT Marketing Committee is responsible for updating sign inventory with posting dates for all approved signs. The inventory will be updated regularly by the CVT Manager.
6. The Dispatcher is responsible for posting all signs on all vehicles within 24 hours.
7. Upon installation, all signs will be sized appropriately (cut down if necessary) so the sign will lay flat against the sign track and not bulge out. If necessary, signs will be adhered with two-sided tape to ensure proper installation. Upon sign removal, all adhesive residue should be removed.
8. The CVT Manager is responsible for creating a uniform placement template. All signs should be placed in the same location in all buses and vans.
9. The Dispatcher is responsible for the removal of all outdated signs within two (2) business days. All signs should be returned to the CVT Manager. CVT Manager is responsible for contacting agencies about return of signs or for placing signs in storage for future use.
10. The Dispatcher is responsible for requesting additional signage to replace lost or damaged signs.
11. The CVT Manager is responsible for monthly inventory checks, and the results of the checks are to be updated on the share file and available for review.
12. The Drivers/Bus Washer is responsible for ensuring signs are kept clean and presentable. Signs and sign tracks should be cleaned and detailed once a month and more often if needed.



Chino Valley Transit Advertising Contract

TO: Chino Valley Transit DATE _____
PO Box 406
Chino Valley, AZ 86323 CONTRACT # _____
(928) 636-3602

ADVERTISER: _____ AD INSTALLATION DATE: _____

Please accept this order for advertising signage to be placed on Town of Chino Valley ("Chino Valley Transit") vehicles and/or bus stop shelters as stated below:

QUANTITY	SIZE	VEHICLE # OR LOCATION	ANNUAL COST
----------	------	-----------------------	-------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

We agree to pay Town of Chino Valley Transit a lump sum of \$_____ for advertising. This contract is twelve (12) months from date of ad installation (renewable).

Guidelines, terms and conditions of service are included as an integral part of this agreement and are agreed to by the parties.

Advertiser or Agency _____

Signature _____

Name _____

Street Address _____

City, State, Zip _____

Telephone _____

Accepted by Town of Chino Valley

By _____ Title _____ Date _____

TERMS AND CONDITIONS OF ADVERTISING SERVICE

- 1) The Agency or Advertiser (hereafter referred to as "Advertiser") agrees to furnish artwork for exterior windows, interior cards or shelter advertisements for said advertising and to deliver same to Chino Valley Transit (hereafter referred to as CVT) at least ten (10) working days before installation date, without expense to CVT. Signage and installation is included in contract price. Outside bus advertising signage will be installed by a professional sign company with ten (10) working days' notice to CVT. The text and illustrations on all advertising signage shall be subject to approval by CVT, and the Transit Manager's decision as to acceptability shall be final. CVT will not accept any signage deemed sexually explicit or for adult oriented businesses, cigarettes or tobacco products, illegal activities or ads deemed in poor taste.
- 2) Loss of service, due to the failure of the Advertiser to furnish signage as provided above shall not be cause for reimbursement or credit from CVT.
- 3) Should an Advertiser's signage be damaged, defaced, mutilated or spoiled by any cause, or should the Advertiser wish to replace the signage during the term of the contract, such replacement signage shall be furnished by the Advertiser without liability or expense to CVT.
- 4) Other delay or loss of service due to strike, lockout, fire, flood, riot, or other cause beyond the control of CVT shall not constitute a breach of this contract, but in such event the Advertiser may be entitled to a pro rata credit for such loss, or an extension of the term of service equivalent to the service lost, at the option of CVT.
- 5) In the event that CVT disapproves any advertisement, CVT has the right to remove said advertisement forthwith and the Advertiser shall receive a pro rata credit from the date of removal of the advertisement. CVT accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal, CVT reserves the right to immediately remove the same and terminate this Agreement.
- 6) Advertiser shall indemnify and hold harmless CVT against any liability to which CVT may be subjected by reason of the advertising material displayed under this contract, including, but not limited to , liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, violation of any City, County, State, or Federal regulation, ordinance or law, as well as all reasonable costs, including attorney's fees, in defending such action or actions.
- 7) CVT reserves the right to cancel this contract at any time upon default by the Advertiser in the payment of sums due hereunder, or breach of any provision herein, and upon such cancellation, all sums due hereunder to CVT shall become immediately due and payable. In case of delinquency in payment, waiver by CVT of any specific breach or breaches of this agreement by the Advertiser shall not prejudice the rights of CVT with respect to the terms of this agreement not specifically waived by CVT. In the event of such cancellation, CVT shall be discharged from any obligation to continue to display the Advertiser's copy; and in the event of suit for collection of unpaid accounts, all costs of suit, including reasonable attorney's fees shall be Advertiser's responsibility.
- 8) CVT may dispose of and shall not be responsible for signage not picked up by the Advertiser within thirty (30) days after the termination or expiration of this contract. CVT shall not be liable for the return of any signage already mounted with adhesives by CVT or an authorized mounting service organization.
- 9) This contract can be assigned if an Advertiser sells his/her business. However, it cannot be assigned for any other purposes.
- 10) This contract becomes effective when executed by CVT. .Either party may terminate this Agreement without cause by providing written notice. Termination will be effective at the end of the month of the 60th day after notice is given. Advertising charges shall apply and be paid through the termination date and the terminating party will be responsible for the costs of sign removal. Notice under this Agreement shall be given in writing by first class, postage prepaid mail to the address on the first page hereof or such other address as a party may hereafter give notice of.
- 11) Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an amount stated unless written objection is made thereto by the Advertiser within thirty (30) days from the rendering thereof.
- 12) Non-payment after thirty (30) days will result in a late payment charge of one percent (1%) per month retroactively assessed.
- 13) The Town of Chino Valley, Arizona may assign this Agreement to any entity that may hereafter operate the transit buses at issue. Advertisers may assign this Agreement with the consent of CVT, which consent may not be unreasonably delayed, conditioned or withheld.

This Agreement is the entire Agreement between the parties. There are no representations or promises unless contained herein, it will be interpreted mutually and not against the drafter, and it may only be amended in writing signed by the parties hereto.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. c.**

Meeting Date: 08/14/2012

Contact Person/Dept: Robert Smith, Town Manager
Phone: 928-636-2646 x-1201

Item Type: Action

**Estimated length
of staff presentation:** None

Town Hall North Campus, cell tower located near the Police

Physical location of item: Department

AGENDA ITEM TITLE:

Consideration and possible action to approve Letter of Interest and Ground Lease Agreement Amendment from SBA Structures, Inc. regarding cell site lease and lump sum payment of rents, in the amount of \$300,000.

RECOMMENDED ACTION:

Approve Letter of Interest and Ground Lease Agreement Amendment to accept a lump sum payment from SBA in the amount of \$300,000.

SITUATION AND ANALYSIS:

Through negotiations with SBA the Town can receive a lump sum payment in lieu of monthly rents. This would secure a lump sum payment of over \$300,000 to the Town for SBA's continued use of the site.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-34-4131

Available:

Funding Source:

This item was budgeted as a one time Revenue in Fiscal Year 12/13.

Attachments

SBA Lease Amendment

July __, 2012

**Via E-Mail: rsmith@chino.net **
cid:image001.jpg@01CB6639.8039ED00
Town of Chino Valley .P.O. Box 406
Chino Valley, AZ 86323
(928) 636-2646

Re: Ground Lease Amendment Agreement – Site ID: AZ21254-A, Site Name: City

Dear Ground Owner:

SBA Structures, Inc., a Florida limited liability company (“SBA”) would like to amend the rent language to show a lump-sum payment and extend the term of the captioned Ground Lease (“Lease”) by and between SBA and Town of Chino Valley (“Owner”), including an expansion of leased area to encompass an additional space of 3,600 square feet for a total leased space of 4,900 square feet, as graphically described on Exhibit “A” (the “Premises”). SBA proposes the following terms of such Lease amendment, the form of which is attached as Exhibit “B” (“Amendment”):

- Lease Price: Full prepayment of rent in the amount of \$330,000.00 less any rent payments paid to Owner for ground rent for the period of time post Closing. Upon such payment of the rent, the term of the Lease will be extended to fifty-five (55) years, with no further renewals, and all further rental payments of any type or designation under the Lease for the balance of the fifty-five (55) year term shall terminate.
- Encumbrances: Owner will obtain an executed, recordable subordination and a non-disturbance agreement (“SNDA”) for all mortgages, deeds of trust or any other liens against the property prior to Closing. If Owner is unable to obtain any required SNDA, SBA reserves the right, in its sole discretion, to reduce the Purchase Price by ten percent (10%), in each instance, and elect to close without such SNDA.
- Inspection: For forty-five (45) days following the Effective Date (“Inspection Period”), SBA and its agents will have the right to inspect the property and contact governmental authorities regarding the Amendment. If for any reason, or no reason, SBA elects not to proceed with the Amendment, SBA will send notice to Owner prior to expiration of the Inspection Period, and the terms of this agreement will terminate.
- Survey: SBA shall provide Owner a legal description and sketch of the Premises five (5) business days prior to Closing. Owner may provide SBA written notice disapproving such description within two (2) business days after Owner’s receipt of the same, only if same description exceeds the 4900 square feet, or if the configuration or boundary line of the Premises differs reasonably from the attached Exhibit “A”, in which event the legal description will be corrected as needed. Closing will, if necessary, be delayed to accommodate the correction of the legal description.

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Closing:

If SBA does not elect to terminate this agreement pursuant to the above paragraph, the closing and delivery of the Amendment by Owner to SBA ("Closing") will occur by mail within fifteen (15) days following the expiration of the Inspection Period. At Closing, in addition to the Amendment and a Memorandum of Lease in recordable form, Owner will execute such Closing documents that are customary in Arizona including, without limitation, documents required by SBA's title company to issue, at SBA's expense, a leasehold owner's title policy or endorsement in favor of SBA insuring the Amendment. SBA will remit Owner's closing proceeds, at Closing, by check or wire transfer in accordance with written instructions provided by Owner at least two (2) business days before Closing.

Cooperation:

Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Amendment. SBA, at Owner's sole cost and expense, shall work in good faith with Owner if, prospectively, Owner requires increased height or extension of SBA's tower to accommodate Owner's communications network, provided that 1) Owner is not in default under the Lease, 2) SBA shall have no obligation to spend, advance or otherwise incur any costs in connection with such extension including, without limitation, attorneys' fees or planning and zoning consultant costs, 3) no extension or increased height to the tower shall violate any rights of first refusal or other increased space rights of any existing tenant of SBA currently situated on the tower, and 4) any increased tower height or extension shall in no event be a condition precedent to any of Owner's obligations under the Lease.

By executing this agreement below, Owner agrees to each of its terms. Owner represents that it is the fee owner of the Premises more specifically described in the Lease, with full authority to enter into this agreement and the Amendment with SBA. Owner discloses that the Premises are part of a larger parcel received by Patent from the State of Arizona and that the property is subject to reversion should the Owner cease to use the property for a "municipal complex"; provided that in the Amendment Owner shall represent and warrant to SBA that it will not permit such reversion and, if such reversion occurs, Owner will be deemed in default and SBA shall have all remedies available at law or in equity including recovery of damages, in the event of such default. In the event of a breach of this agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this agreement. The effective date of this agreement, and the Inspection Period, shall begin on the last date this agreement is executed by the parties. Owner shall deliver this executed agreement by, (1) overnight courier or U.S. mail at the address below, (2) by facsimile to 561-226-5981, or (3) electronic mail to dware@sbasite.com. If Owner does not accept the terms of this agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call me at 800-487-7483 x9469.

Sincerely,

SBA Structures, Inc.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

By: _____
Thomas P. Hunt
Senior Vice President & General Counsel
Date: _____

OWNER CONSENTS TO THE TERMS OF THIS AGREEMENT:

Town of Chino Valley

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

Town Attorney

Exhibit “A”

Exhibit "B"

This Instrument was prepared by
& after recording returned to
SBA Networks Services, Inc.
Attn: Lisa Nuccio
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226-9491

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE ("Amendment") is dated _____, 2012, (the date of the last signature hereto) between Town of Chino Valley, an Arizona corporation ("Lessor"), and SBA Structures, Inc., a Florida corporation ("Lessee").

Recitals:

- A. On November 14, 2000, Lessor and Texas Telecommunications, L.P. entered into a PCS Site Agreement with respect to real property located in Yavapai County, Arizona, as more particularly described on Exhibit "A" attached ("Premises"), as amended by Amendment I, dated December 11, 2003, and ultimately assigned to SBA and evidenced by the Memorandum of Land Lease between Lessor and Lessee, filed March 4, 2002, in Book 3906, Page 298, of the Public Records of Yavapai County, Arizona (collectively, "Lease").
- B. Lessor and Lessee now desire to extend the term of the Lease by fifty-five (55) years and to amend certain terms of the Lease.

Now, Therefore, in consideration of Ten Dollars (\$10.00), the mutual promises herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Description of Premises. Section 1 of the Lease is amended by deleting the second sentence and replacing it with the following: "Lessor leases to Lessee, together with the easements for access and utilities more particularly described herein, the real property legally described and graphically depicted on the attached Exhibit "B" (collectively, "Premises"), which Premises are located at 1020 W. Palomino Road, Yavapai County, Arizona, and are comprised of approximately 4,900 square feet." The existing Exhibit "B" to the Lease is deleted and replaced with the attached Exhibit "B." Attached hereto as "Exhibit C" is a legal description of the property depicted in the attached "Exhibit B."
- 2. Term. Section 2 of the Lease is amended to indicate that the current term of the Lease shall end on the day immediately preceding the Effective Date. This Lease shall and has been renewed for an additional term of fifty-five (55) years ("55-Year Renewal Term") immediately following such termination and beginning on the Effective Date and ending on _____, 21____. No further notice or requirements of any kind are required for such renewal. There are no renewals provided for after the Fifty-five (5) Year Term.

'Term' shall mean the period from the commencement date of the Lease through the above expiration date of the Fifty-five (55) Year Renewal Term. 'Effective Date' shall be the date the last of Lessor and Lessee executes this Amendment.

3. Rent. Section 4 of the Lease is hereby amended to indicate that Lessee shall pay to Lessor a lump sum of Three Hundred Thirty Thousand Dollars (\$330,000.00) ("Buyout") upon full execution of this Amendment, which shall represent all rent due Lessor for the balance of the Term. The Buyout is in addition to any other rents previously paid to Lessor under the Lease and no further rent shall be due Lessor from Lessee under the Lease. Lessor acknowledges that all forms of rental payments, however designated, having been due or due prospectively under the Lease are fully satisfied by the Buyout.
4. Notice. In accordance with Section 16 of the Lease, the notice address for Lessee is hereby amended as follows: SBA Structures, Inc., Attn: Site Administration, 5900 Broken Sound Parkway, Boca Raton, Florida 33487-2797, with notice also to SBA Structures, Inc. Attn: Legal Department, 5900 Broken Sound Parkway, Boca Raton, Florida 33487-2797.
5. Subleasing; Assignment. Following any assignment of the Lease and assumption of its terms by any third party assignee not affiliated with Lessor, Lessee shall be relieved of all obligations under the Lease. Section 13(d) of the Lease is deleted; notwithstanding the foregoing, Lessee shall remain responsible for Lessee's (and not an assignee's) violation of Lease Section "17. Hazardous Materials", and Lessee shall also be responsible for any on-site conditions that are, at the date of any assignment by Lessee, dangerous or hazardous to the public, and caused by Lessee or any of its subtenants or licensees.
6. Mortgages/Deeds of Trust. The Lease shall be superior to any mortgage or deed of trust recorded after the date of recording of this Amendment.
7. Termination. Clause (i) of Section 18 of the Lease is deleted and the following clause (iv) is added to such section: "(iv) Lessee may terminate the Lease at any time upon sixty (60) days prior notice to Lessor if Lessee elects, in its sole and absolute discretion, to abandon the Leased Space."
8. Cure Period; Default. No party to the Lease shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In consideration for the Buyout, Lessor agrees that in no event, other than abandonment (as defined below), shall Lessor be entitled to terminate the Lease, or seek an action for possession as a result of or remedy for any breach or default thereunder by Lessee, and Lessor shall be limited to the pursuit of any other remedies available at law or in equity. In the event Lessor fails to comply with the terms of the Lease and fails to cure a default within the above provided cure period, then, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expense incurred. Abandonment shall be deemed to have occurred if neither Lessee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (use shall be construed broadly

to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Premises, and maintenance or upkeep of the Premises) the Premises or facilities thereon in any manner for a consecutive period of eighteen (18) months, and following the expiration of such 2 period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Lease.

9. Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lender") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Premises, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Lessee under the Lease, Lessor agrees to accept such exercise of rights by Lender as if it had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Lessee under this Agreement to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. Hereafter, the Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Lease is terminated as result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender cures all defaults under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Simultaneous with any notice of default given to Lessee under the terms of the Lease, Lessor shall provide a copy of such notice to Lender as provided by Section 16 of the Lease if Lessee or Lender has provided notice of the lien and Lender's address to Lessor.
10. Section 5 of the Lease is deleted and replaced with the following:
- Use. The Premises may be used only for the purpose of providing communications and related services in the market area from the site, such as use as a cell tower site, or a communications relay site and including any and all equipment as is reasonable for allowed uses, or provided that the Premises shall not to be used as a staging or storage site for equipment or materials expected to be used offsite of the Premises.
11. INTENTIONALLY LEFT BLANK.
12. Right of First Refusal. If at any time during the term of this Lease, Lessor intends to sell or trade the Premises to another non-governmental entity, then Lessor shall provide Lessee written notice of the same and a copy of any Invitation for Bids as regards the proposed sale. The foregoing provision shall not apply in the event Arizona Law requires an alternate sale

process, such as by auction. In such event, Lessor shall provide notice to Lessee of the relevant auction information.

13. **Amendment.** Any further amendment or modification to the Lease shall be in writing and shall require the signature of a representative of Lessee of the level of Vice President or above.
14. **Other Terms.** All terms not otherwise amended by this Amendment shall remain in full force and effect. Lessee and Lessor each acknowledge that the other is not in default under the terms of the Lease and that it has no claims against the other under the terms of the Lease. The Lease and this Amendment constitute the entire agreement between the parties with respect to the subject matter thereof. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. This Amendment or an Amended Memorandum of Lease shall be recorded in the County in which the leased property is located. Lessor represents, warrants and agrees that it is the sole legal fee owner of the Premises with the right power and authority to enter into this Amendment, and any required consents and authorizations required, in connection with the execution and delivery of this Amendment have been obtained. Lessee acknowledges that it is aware that title to the Premises, is subject to reversion if the property ceases to be used for a municipal complex. The Lessor agrees that it will not, by action or inaction, cause reversion of the Premises to the State of Arizona and, if such reversion occurs, Lessor shall be entitled to exercise all remedies available at law or in equity, including recovery of damages.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

THIS AMENDMENT is executed by Lessor and Lessee on the dates set forth below.

LESSOR:

The Town of Chino Valley, an Arizona corporation

By: _____
Chris Marley, Mayor

Approved as to form:

Town Attorney

State of Arizona)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Chris Marley, the Mayor of The Town of Chino Valley, an Arizona corporation, on behalf of said corporation.

Notary Public
Print Name:: _____
My Commission Expires:: _____

(NOTARY SEAL)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Witnesses:

LESSEE:

SBA Structures, Inc. a Florida corporation

Name:

By: _____
Thomas P. Hunt
Sr. Vice President & General Counsel

Name:

STATE OF FLORIDA)
)ss..
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me _____, 2012 by Thomas P. Hunt, Sr. Vice President & General Counsel of SBA Structures, Inc. a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
Legal Description

[Include Leased Space & Access/Utility/Guy Wire Easements]



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. d.**

Meeting Date: 08/14/2012
Contact Person/Dept: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Item Type: Action
**Estimated length
of staff presentation:** None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to establish and accept a Charter for the Ad Hoc Program Review Committee.

RECOMMENDED ACTION:

Establish and accept Charter for the Ad Hoc Program Review Committee.

SITUATION AND ANALYSIS:

At a study session held to discuss strategic financial planning on August 6, 2012, the Council discussed forming 2 new committees--Mayor's Ad Hoc Revenue Options Committee and Ad Hoc Program Review Committee--and using 2 existing committees--Council Finance and Economic Development Committees--to research various information with regard to the Town's financial challenges. The Mayor's Ad Hoc Revenue Options Committee is also on this agenda and had already been proposed before the August 6 study session.

The subject Ad Hoc Program Review Committee will review the Town's current programs for impacts on the Town's General Fund and submit their findings to the Council Finance Committee, who will combine the data from the four committees and report back to Council in November.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Town of Chino Valley

**COUNCIL COMMITTEE CHARTER:
AD HOC PROGRAM REVIEW COMMITTEE**

COMMITTEE'S PURPOSE:	Review General Fund impacts of various Town programs
MEMBERSHIP:	3 councilmembers (Lon Turner, Chair; Mike Best; Darryl Croft.), Town Manager, Finance Director
QUORUM:	Any 4 members
OFFICERS:	Chair
MEETING FREQUENCY:	Monthly
MEETING DAY & TIME:	To be established by the Committee
MEETING LOCATION:	Council Chambers Conference Room 202 N. State Route 89
STAFF LIAISON:	None
LIAISON'S RESPONSIBILITIES:	• Meeting agenda topics • Meeting packets • Council agenda staff reports
MEETING AGENDA:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) CALL TO THE PUBLIC 5) OLD BUSINESS 6) NEW BUSINESS 7) ADJOURN



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. e.**

Meeting Date: 08/14/2012
Contact Person/Dept: Ron Grittman, Public Works
Phone: 928-636-2646 x-1223
Item Type: Action-Presentation
**Estimated length
of staff presentation:** 5 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Discussion and possible direction to staff regarding mandatory connection to the Town of Chino Valley sewer system.

RECOMMENDED ACTION:

Refer this item to the Utilities Committee for further discussion and recommendations;

or

To be determined per Council discussion.

SITUATION AND ANALYSIS:

Section §51.155 (A) of the current Town Code states the following:

When the town's sanitary sewer mains are extended to within 400 feet of the property, property owners with existing businesses or residences requiring sewer service are required to connect to the town's sewer system within 120 days of written notice by the town that the service is available.

Over the last several years, at the direction of previous Council's, staff has interpreted the 400' distance to be measured from the sewer main to the septic system rather than the property line.

Through recent staff additions to the Utilities Department, this issue has now come to the attention of the Council. The week of July 16, 2012, this issue re-arose when staff re-issued letters 39 residents that meet the code requirement to tie into the sewer system. Based on an email from the Town Manager, staff has delayed further efforts to implement the current code.

This discussion item is to allow Council to give direction to staff as to how to proceed with the implementation of future policy.

Fiscal Impact

Fiscal Impact?: Future

If Yes, Budget Code:

Available:

Funding Source:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. f.**

Meeting Date: 08/14/2012
Contact Person/Dept: Ron Grittman, Public Works
Phone: 928-636-2646 x-1223
Item Type: Action-Presentation
**Estimated length
of staff presentation:** 10 minutes
Physical location of item: Perkinsville Road East of Highway 89

AGENDA ITEM TITLE:

Consideration and possible action to approve the right-of-way abandonment and the settlement terms for the abandonment of nine feet (9') of right-of-way for Perkinsville Road across the frontage of Assessor's Parcel Number 306-20-006B. (Owner: Sally Brown)

RECOMMENDED ACTION:

Approve the abandonment of nine feet (9') of right-of-way at Perkinsville Road and approve the settlement outline across the frontage of Assessor's Parcel Number 306-20-006B.

or

To be determined by Council Discussion.

SITUATION AND ANALYSIS:

On December 23, 1994 a dedication occurred across APN #306-20-006B (Sally Brown's Property) that dedicated a portion of the right-of-way (ROW) for Perkinsville Road. This dedication was for 25' north of the section line. This dedication is shown in book 26 of land surveys, page 32.

On December 8, 1994 (this date is earlier than the previous dedication) a dedication occurred that dedicated an additional 9' of ROW across the same parcel. This dedication encroaches on the structure located at this property by approximately 4'-7'. This encroachment creates a "nonconforming use" across the property. Under a "nonconforming use" no building permits are allowed to be issued. Because of the nonconformity and the encroachment, her lender has not allowed her to refinance the residence.

Ms. Brown purchased this property during the time in between these dedications and both her and her title company was unaware of the December 8, 1994 dedication. It's a fair assumption that had she known that her house encroaches into the ROW by 4'-7' she would have altered the purchasing terms of the contract.

In an email dated August 5, 2011, the office of Musgrove, Drutz, and Kack, P.C. notified the Town that they represent both First American Title (the title company that performed the title search for Ms. Brown) and the Town of Chino Valley. Through their efforts, we've met several times to discuss options for resolution to this issue and seek resolution for Ms. Brown.

The best alternative that seems to acceptable to all parties is that First American Title will pay the Town of Chino Valley \$10,000 for the value of the ROW. In many cases, when the Town initiates a ROW dedication the Town must compensate the property owner for the property acquired. This is different from a ROW dedication that occurs at the time of rezoning a property, where no compensation occurs because the rezoning is a discretionary approval by the Council. No information was provided as to why these dedications occurred across Ms. Brown's property.

The logic with the \$10,000 payment to the Town is because at some point in the future another more significant ROW dedication for Perkinsville Road will be required. Because of the proximity of Ms. Brown's home, in all likelihood, a taking of the complete home will be required. The settlement of \$10,000 being paid to the Town compensates the Town for giving up the rights that we already have to the dedication being made. These funds could be used as compensation to her for the ROW acquisition in the future. It must be noted that no appraisal has been performed to determine the exact cost to cure for the acquisition of the structure.

In 2007, the Town had some negotiations with Ms. Brown to acquire the additional ROW and compensate her for the property by paying for the demolition of the existing home. She, in turn, would construct a new home that meets all setback requirements for the new structure. These negotiations were never finalized.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Survey

Blow Up of Survey

**RESULTS OF SURVEY
PORTION OF THE
NORTHEAST QUARTER OF THE
NORTHEAST QUARTER
SECTION 15,**

TOWNSHIP 16 NORTH, RANGE 2 WESTY
GILA AND SALT RIVER BASE AND MERIDIAN
YAVAPAI COUNTY, ARIZONA

SET
1/2"
13941

EAST
169.15

FND 1/2" 27738

APN#306-20-006B
BOOK 2955
OFFICIAL RECORDS,
PAGE 883

SOUTH

224.43

NORTH (BASIS OF BEARINGS)
224.43

I, G. MICHAEL HAYWOOD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2009; THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND, THAT ALL MONUMENTS SHOWN EXIST AS OF THE DATE HEREOF AND ARE SUFFICIENT TO ENABLE RETRACEMENT OF THE SURVEY.



G. MICHAEL HAYWOOD - AZ. R.L.S. No. 13941

SET
1/2"
13941
FND 1/2" 27738

CONC

EXISTING
HOUSE

N 89°44'51" E 169.15

(N 89°44'51" E 169.15)

WALL

FENCE

SET
1/2"
13941

SEE NOTE B

FND 1/2" 27738

SEE NOTE A

SEE NOTE C

845.65'

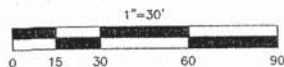
S.E. CORNER
N.E./4,
N.E./4,
SECTION 15
T16N, R2W

PERKINSVILLE ROAD

NOTE A
PROPERTY LINE PER "FAMAS" SURVEY
DATED 12/16/94 AND RECORDED
12/23/94 IN BOOK 26 OF LAND
SURVEYS, PAGE 32.

NOTE B
PROPERTY LINE PER DEDICATION OF
PUBLIC ROADWAY TO THE TOWN OF
CHINO VALLEY, DATED 11/28/94 AND
RECORDED 12/08/94 IN BOOK 2939,
PAGE 335

NOTE C
PROPERTY LINE PER DEED RECORDED IN
BOOK 2955, PAGE 882



(RECORDER'S DATA)

Filed and recorded at the request of
M HAYWOOD ASSOC. INC.

_____ A.D. 2009

at _____ o'clock _____ M

Book _____

Page _____

Records of Yavapai County, Arizona

ANA WAYMAN-TRUJILLO

County Recorder

Deputy Recorder

M • HAYWOOD • ASSOCIATES • INC
SURVEYING • GPS • PLANNING
212 S. MARINA STREET
PRESCOTT, AZ. 86303
(928) 778-5101

JOB NO: 09-094	DRAWN: B.W.R.
CREW: RIEDELL	DATE: 7/29/09
CLIENT:	CHECKED: G.M.H.
SCALE: 1"=30'	DATE: 7/29/09

SET
1/2"
13941

EAST

169.15

FND 1/2" 27738

APN#306-20-006B
BOOK 2955
OFFICIAL RECORDS,
PAGE 883

SOUTH

225.17

224.43

NORTH (BASIS OF BEARINGS)

*R.O.W. TO BE
ABANDONED*

*SEE NOTE B'

SET
1/2"
13941

CONC

EXISTING
HOUSE

N 89°44'51" E 169.15

SET
1/2"
13941

FND 1/2" 27738

SEE NOTE A

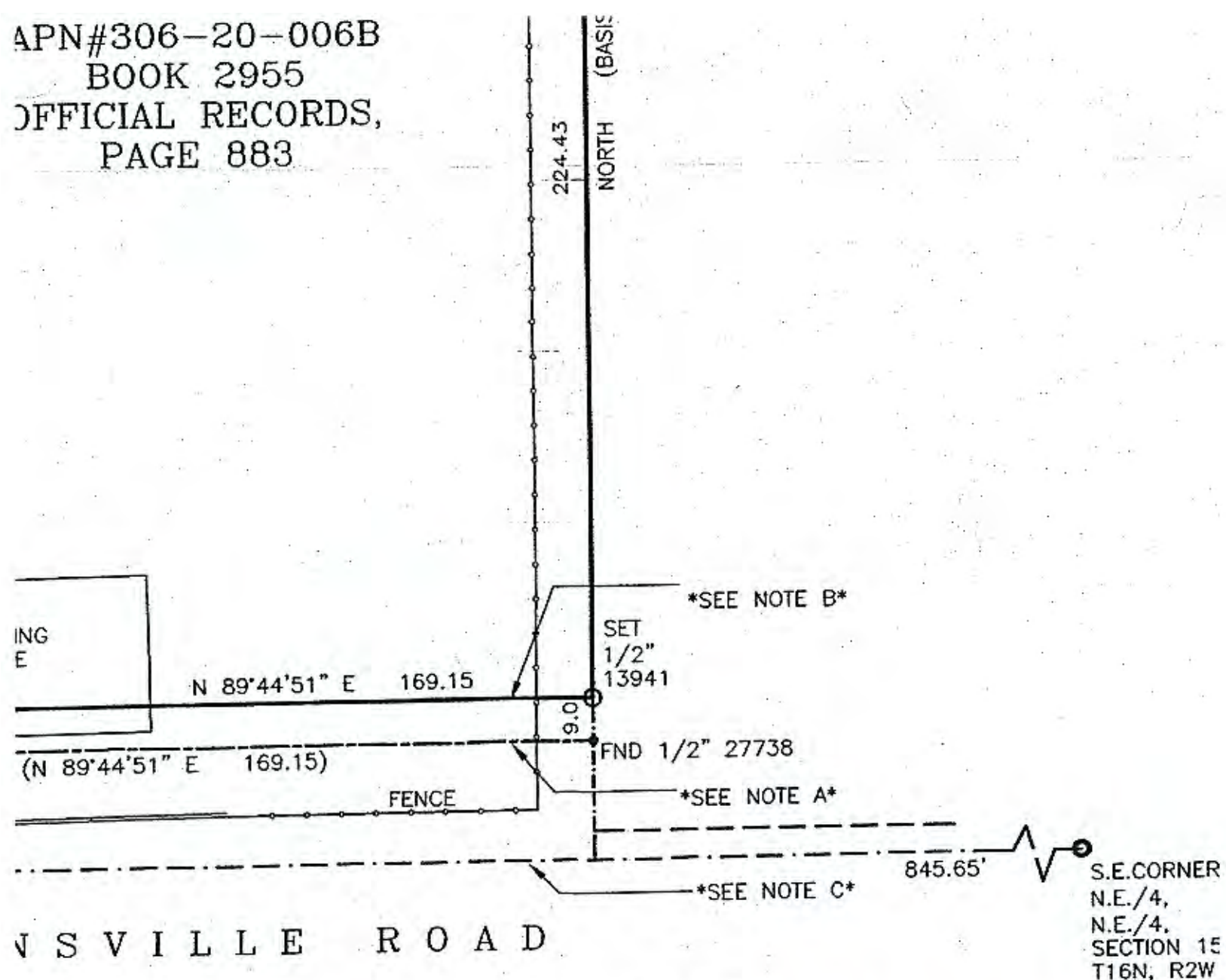
*SEE NOTE C

(N 89°44'51" E 169.15)

WALL

FENCE

PERKINSVILLE ROAD



NOTE A
PROPERTY LINE PER "FAMAS" SURVEY
DATED 12/16/94 AND RECORDED
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