



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, December 8, 2015
6:00 P.M.

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Presentation regarding the Aquatic Center's financial and operating results and related information. (Joe Duffy, Finance Director)
- b.** Presentation of the recently completed Chino Meadows Units 2 and 5 Drainage Project. (Ron Grittmann, Public Works Director/Town Engineer)

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a.** Comments regarding councilmembers' responsibility to obtain facts before making decisions.

- b. Comments regarding Council setting a precedent if it approved the La Vacara Trust rezone.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.
- c. Report on recently corrected scrivener's errors pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors. (Jami Lewis, Town Clerk)

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 adopt Resolution No. 15-1071, postponing the effective date of increased sewer fees approved by Resolution No. 13-1005 until July 1, 2016. (Susan Goodwin, Town Attorney)
- b. Consideration and possible action to ratify the Mayor's nomination of Councilmember Jack Miller to serve on the Yavapai County Emergency Management Interagency Coordination Committee. (Mayor Marley)
- c. Consideration and possible action to accept the October 27, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to accept the November 10, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

- a. Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2015, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)

Recommended Action: Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2015, as prepared by Henry & Horne, LLP, Certified Public Accountants.

- b. Consideration, possible public hearing, and possible action to adopt Ordinance 15-805 to rezone approximately 16.44 acres from AR-5 (Agricultural/Residential, 5 acre minimum) to CL-PAD (Commercial Light - Planned Area Development Overlay) and MR-PAD (Multifamily Residential; Planned Area Development Overlay).

Recommended Action:

(i) Hold public hearing if required;
(ii) Adopt Ordinance No. 15-805 rezoning approximately 6.55 acres generally located within APS 306-05-031N from AR-5 (Agricultural/Residential, 5 acre minimum) to MR-PAD (Multi-family Residential, Planned Area Development) and approximately 9.7 acres from AR-5 to CL-PAD (Commercial Light; Planned Area Development) as stipulated.

- c. Consideration and possible action to adopt Resolution 15-1069 for the purpose of applying for an Arizona Game and Fish Shooting Range Development Grant for the purpose of constructing and operating a trap shooting range. (James Gardner, Associate Planner)

Recommended Action: Adopt Resolution 15-1069, approving a grant application for an Arizona Game and Fish Shooting Range Development Grant for the purpose of constructing and operating a trap shooting range.

- d. Presentation, discussion, and possible action to direct staff to publish a Notice of Intention to Amend Municipal Wastewater Fees and Charges Related to Disposal of Septage at the Town of Chino Valley Wastewater Treatment Plant and set a public hearing date on the adoption of said fees; along with a brief presentation on the status of the plant. (Mayor Marley & Ron Gritman, Public Works Director/Town Engineer)

Recommended Action:

(i) Set a public hearing date for January 26, 2016 and to direct staff to publish the Notice of Intention to Amend Municipal Wastewater Fees and Charges Related to Disposal of Septage at the Town of Chino Valley Wastewater Treatment Plant not less than 20 days

before January 26, 2016; and/or

(ii) Direct staff to further investigate the feasibility of receiving septage at the wastewater treatment plant.

- e. Consideration and possible action to cancel the professional services agreement with Civil Tec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project, in the amount of \$175,120.00. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Cancel the Professional Services Contract with Civiltec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project.

- f. Consideration and possible action to appoint applicants to fill vacancies on the Planning and Zoning Commission. (Jami Lewis, Town Clerk)

Recommended Action: Appoint applicants to the Planning and Zoning Commission per the Appointments Subcommittee's recommendation.

8. EXECUTIVE SESSION

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

- a. Consideration and possible action to recess the public meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position in pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Town v. JNJ Construction, Inc. (Phyllis Smiley, Town Attorney)

Recommended Action: Recess the public meeting and hold the executive session.

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 3rd day of December, 2015.

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

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

meeting to request a reasonable accommodation to participate in this meeting.

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

CERTIFICATION OF POSTING

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

Date: _____ Time: _____ By: _____

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. a.

Meeting Date: 12/08/2015
Contact Person: Joe Duffy, Finance Director
Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation regarding the Aquatic Center's financial and operating results and related information. (Joe Duffy, Finance Director)

SITUATION & ANALYSIS:

Staff has prepared a detailed report of the financial and operating results for the Aquatic Center for the current season with comparisons to prior years and other communities.

The report includes detail attendance records and recommendations to improve the usage and operating results next season.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. b.

Meeting Date: 12/08/2015
Contact Person: Ron Grittman, Town Engineer
Phone: 928-636-2646 x-1223
Department: Public Works
Estimated length of Staff Presentation: 5 minutes
Physical location of item: Chino Meadows Units 2 and 5

AGENDA ITEM TITLE:

Presentation of the recently completed Chino Meadows Units 2 and 5 Drainage Project. (Ron Grittman, Public Works Director/Town Engineer)

SITUATION & ANALYSIS:

Mr. Grittman will provide a presentation of the Chino Meadows Unit 2 and 5 drainage project.

Attachments

CM #2 & 5 Drainage Project

Chino Meadows Units 2 and 5 Drainage Project

The Public Works Department

December 8, 2015

Ron Grittmann, P.E.

Public Works Director/Town Engineer

Chino Meadows Units 2 and 5 Drainage Project

- On September 11, 2012 the Town approved the Intergovernmental Agreement with Yavapai County to construct 3 drainage projects that were in concurrence with the Chino Valley Area Drainage Master Plan.
 - Road 3 North at Town Hall (ADMS Project #4) at a cost of \$268,250.00
 - Chino Meadows Unit 5 at Peavine Trail (ADMS Project #3) at a cost of \$1,084,600.00
 - Road 2 South at Highway 89 (ADMS Project #6) at a cost of \$235,770.00
- Recreation
- The Road 3 North Project was completed 3 years ago.
- The Chino Meadows Units 2 and 5 was constructed over 2 fiscal years.

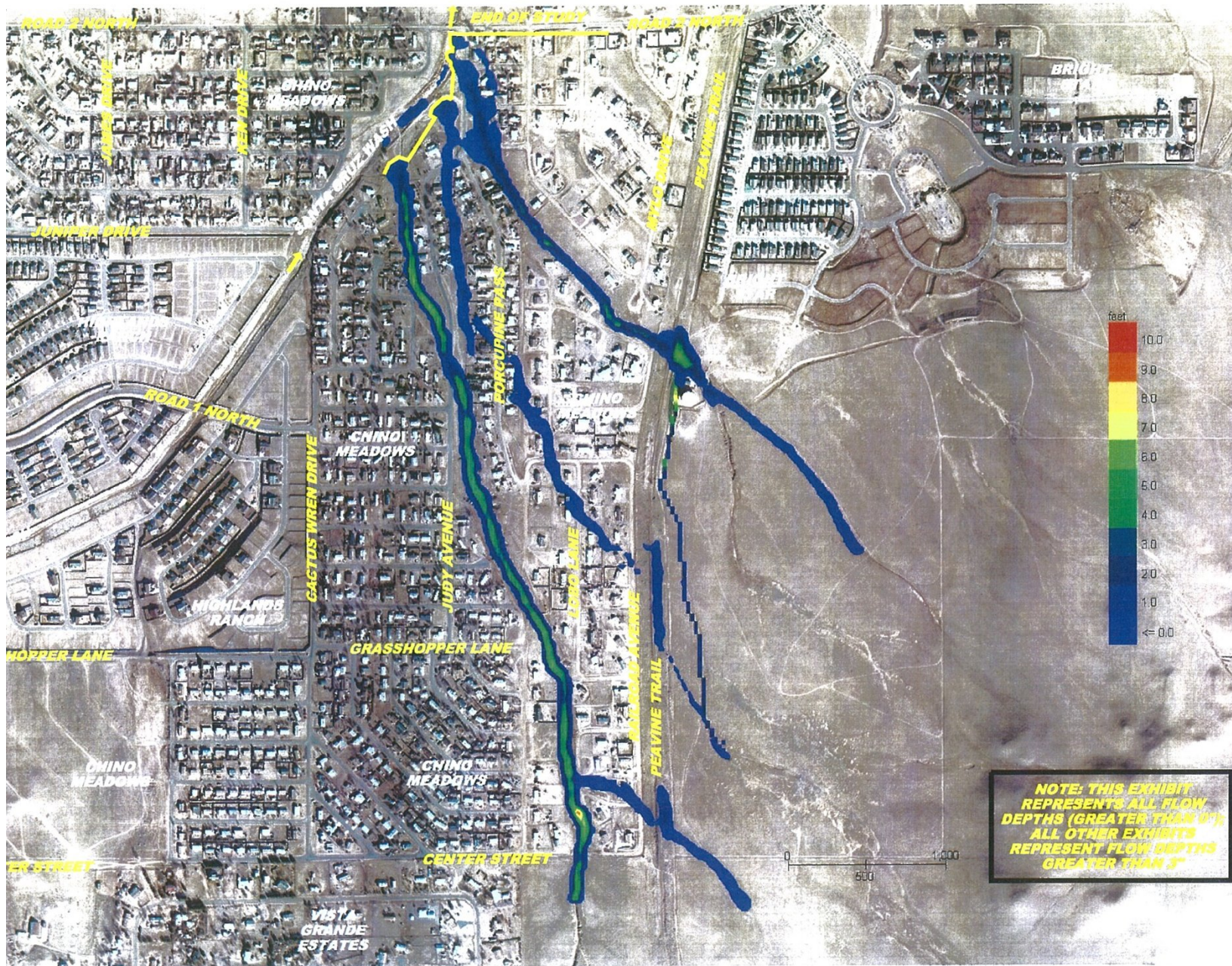
Chino Meadows Units 2 and 5 Drainage Project

- Other drainage projects recently completed was the Road 2 North Box Culvert.
- This project was funded through Road Impact Fees by adding a right-turn lane to Road 2 North at Porcupine Pass Road.









LYON ENGINEERING
 Civil Engineers • Land Surveys
 1650 Willow Creek Road, Prescott, Arizona 86301
 Phone: (928) 776-1750, Fax: (928) 776-0605

CHINO VALLEY - AREA DRAINAGE MASTER STUDY

REACHES: 218-211, 209, AND 210
 FLOW DEPTH > 0.00"

LYON ENGINEERING, INC.
 © COPYRIGHT 2011

DRAWN: BAB

DESIGN: BAB

CHECKED: ROP

LYON JOB NO: 467-12

SHEET NO.

3

























Questions????





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 5. c.

Meeting Date: 12/08/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Report on recently corrected scrivener's errors pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors. (Jami Lewis, Town Clerk)

SITUATION & ANALYSIS:

Town Code § 10.20 grants authority to the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code, UDO, and ordinances, resolutions, and minutes adopted by Council or other public body without the need for re-adoption. Paragraph (C) provides that any such corrections shall be reported within three months of such correction at a regular meeting of the Council.

3 scrivener's corrections to report include:

1. Ordinance No. 15-803, adopted October 13, 2015, related to rezone of APN 306-04-009J, addressed at 206 E. Road 4 North; applicant Bruce Day - Corrected address of property, and replaced inadvertently omitted para. 3 of Section 1.
2. Resolution No. 07-839, adopted May 24, 2007, related to Preliminary Plat for West Meadows LLC; applicant Jim Fletcher - Corrected incomplete parcel number in Resolution title.
3. Resolution No. 06-809, dated September 26, 2006, related to Supplement to Amended Development Agreement and Related Agreements with Granite Investment & Development (Bright Star Subdivision) - Replaced executed Supplement Agreement with form of Supplement Agreement.

Attachments

Ordinance 15-803, corrected
 Ordinance 07-839, corrected
 Resolution 06-809, corrected

ORDINANCE NO. 15-803

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 0.5 ACRE(S) OF REAL PROPERTY GENERALLY LOCATED AT ~~206 E. ROAD 4 NORTH 206 W. ROAD 4 NORTH*~~ (APN: 306-04-009J), FROM COMMERCIAL LIGHT (CL) ZONING DISTRICT TO SINGLE FAMILY RESIDENTIAL, 7,000 SQUARE FOOT MINIMUM (SR 0.16) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

*Pursuant to Town Code § 10.20, scrivener's error on Ordinance No. 15-803 was corrected on Nov. 3, 2015 and reported to Council on Dec. 8, 2015.

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

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

WHEREAS, the Planning and Zoning Commission, by a unanimous vote of all five (5) members present, recommends approval of the rezoning;

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 0.5 acre(s), described in Exhibit A and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from COMMERCIAL LIGHT (CL) Zoning District TO SINGLE FAMILY RESIDENTIAL, 7,000 SF MINIMUM (SR 0.16) Zoning District.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

3. There shall be no further subdivision of this parcel until municipal sewer and water are available to serve this location.**

***SCRIVENER'S NOTE: The correct version of this Section was approved by Council on October 13, 2015, but para. 3 was unintentionally omitted from the original signed version. Pursuant to Town Code § 10.20, the error was corrected on Nov. 3, 2015, and reported to Council on Dec. 8, 2015.*

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

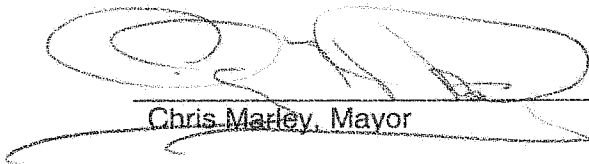
Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of October, 2015 by the following vote:

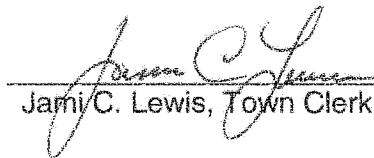
AYES: 5
NAYS: 0

ABSENT: 1
ABSTAINED: 1

APPROVED this 13th day of October, 2015.


Chris Marley, Mayor

ATTEST:


Jami C. Lewis, Town Clerk

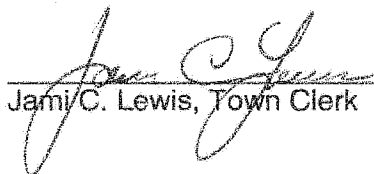
APPROVED AS TO FORM:


Curtis, Goodwin, Sullivan, Udall &
Schwab, PLC, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 15-803 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 13TH DAY OF OCTOBER, 2015, WAS POSTED IN THREE PLACES ON THE 18th DAY OF NOVEMBER, 2015.


Jami C. Lewis, Town Clerk

ALL THE PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIN MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 3;

THENCE EAST (BASIS OF BEARING) 887.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING EAST 300.00 FEET TO THE WEST RIGHT OF WAY OF STATE HIGHWAY 89;

THENCE NORTH 05°55' EAST, 20.00 FEET ALONG SAID RIGHT OF WAY TO A 1/2 INCH REBAR AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°55' EAST ALONG THE HIGHWAY, 146.00 FEET;

THENCE WEST 300.00 FEET;

THENCE SOUTH 5°55' WEST, 146.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PORTION OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 3 MARKED WITH A FOUND 3/4 INCH ROD THAT LAYS WEST FROM A GENERAL LAND OFFICE BRASS CAPPED MONUMENT AT THE SOUTHEAST CORNER OF SECTION 3;

THENCE EAST 1187.23 FEET ALONG THE SECTION LINE TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 89;

THENCE NORTH 05°55' EAST, 20.00 FEET ALONG SAID RIGHT OF WAY TO A 1/2 INCH REBAR AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 05°55' EAST, 146.00 FEET TO A 1/2 INCH REBAR;

THENCE WEST 150.00 FEET TO A 1/2 INCH REBAR;

THENCE SOUTH 05°55' WEST, 146.00 FEET TO A 1/2 INCH REBAR;

THENCE EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING ANY PORTION DEDICATED TO THE TOWN OF CHINO VALLEY FOR ROADWAY PURPOSES.



RESOLUTION NO. 07-839

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR THE WEST MEADOWS PLANNED AREA DEVELOPMENT (PAD), IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 005X, 005Y, 006H, AND 008J, AS THE CONCEPTUAL DEVELOPMENT PLAN THAT IS REQUIRED FOR THE PLANNED AREA DEVELOPMENT OVERLAY ZONE AS APPROVED FOR THE PROPERTY WITH ORDINANCE NO. 07-690, AND AUTHORIZING PREPARATION OF THE FINAL PLAT THAT WILL DIVIDE THE SUBJECT PROPERTY CONSISTING OF 132.81 ACRES INTO A MAXIMUM OF 406 RESIDENTIAL LOTS WITH A MINIMUM LOT SIZE OF 9,000 SQUARE FEET.

306-04-
* Pursuant to Town Code
Sec. 10.20, scrivener's
error on Parcel Number
was corrected Nov. 3,
2015 and reported to
Council on Dec. 8, 2015.

WHEREAS, on behalf of West Meadows LLC, Jim Fletcher has filed an application with the Town of Chino Valley for approval of a Preliminary Plat as the Conceptual Development Plan for the West Meadows PAD subdivision; and

WHEREAS, the Planning and Zoning Commission ("Commission") has recommended approval of the Preliminary Plat/Conceptual Development Plan together with certain stipulations, as the vehicle to subdivide the subject property that consists of 132.81 acres into a maximum of 406 lots and provide the conceptual basis for the development that is anticipated with approval of the Planned Area Development Overlay zoning designation that is recommended for this property; and

WHEREAS, the Common Council of the Town of Chino Valley adopted Ordinance No. 07-690, which conceptually approved "SR-0.16 PAD" Single Family Residential, Planned Area Development Overlay Zoning for the subject property, together with an additional stipulation requiring the Final Subdivision Plat to be in substantial conformance with the Preliminary Plat in order to preserve the mutual understandings between the Town and Developer regarding the ultimate character of the proposed development; and

WHEREAS, the Common Council has found, in the context of "SR-0.16 PAD" Single Family Residential, Planned Area Development Overlay Zoning and with the Findings and Stipulations recommended by the Commission, that the Preliminary Plat will yield a higher quality of development than might otherwise be achieved through lot-by-lot development;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Town of Chino Valley, that the Preliminary Plat for the West Meadows PAD Subdivision is approved with the following Findings and Stipulations:

FINDINGS:

1. That there has been compliance with the Public and Agency Participation protocols and notice as prescribed by the Unified Development Ordinance.
2. That the Preliminary Plat has been prepared in accordance with the Unified Development Ordinance and presents a plan to develop the property that is consistent with the "SR 0.16 PAD" Zoning and the Subdivision standards applicable thereto.
3. That with approval of the Preliminary Plat, the Subdivider is authorized to proceed with the preparation of the Final Plat and attendant Engineering Studies and Plans as required by Ordinance and the Town Engineer.

STIPULATIONS:

1. That any division of the property is conditioned upon review and approval of a Final Subdivision Plat by the Town Council.
2. That the property owner agrees that approval of this rezone confers no additional entitlement or rights to the owner or applicant other than those that are vested with the "SR-0.16 PAD" zoning district.
3. That the property owner/applicant agrees to comply with the codified procedures for Subdivisions as set forth in the Town of Chino Valley's Code of Ordinances.
4. That prior to filing the Final Subdivision Plat with the Town of Chino Valley, a landscape plan including a complete planting schedule shall be submitted for review by the Planning and Zoning Commission prior to recordation of the Final Subdivision Plat.
 - a. In this context, landscaping means the systematic retention of existing native plants or the addition of drought tolerant plants as identified by the "Low Water Use, Drought Tolerant Plant List" as prepared by the Arizona Department of Water Resources, Prescott Active Management Area.
 - b. The landscape plan shall indicate where the required 7.5% of active open space will be located and how it will be developed and maintained.
5. That the Final Subdivision Plat may not be filed with the Town of Chino Valley unless and until building elevations indicating the typical character of the buildings to be constructed in the subdivision has been approved by the Planning & Zoning Commission.
6. That the proposed CC&R's/Deed Restrictions which are required shall be submitted to the Town and reviewed by the Town Attorney, Town Engineer, and Development Services Director who may forward them to the Town Council with comments for its consideration with the Final Plat.
7. That a five-foot (5') wide concrete sidewalk shall be constructed along at least one side of every street shown on the plat.

8. That a one-foot (1') vehicular non-access easement shall be indicated on the Final Plat along N. Road 1 West and along one side of any double street frontage lots.
9. That the minimum lot size shall be 9,000 sq. ft. in area and shall be reflected as such on the Final Plat.
10. That the comments and requirements of the Technical Review Committee shall be addressed and resolved prior to filing a Final Plat with the Town of Chino Valley.

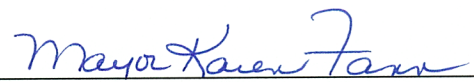
ENGINEERING STIPULATIONS:

1. That an additional right-of-way sufficient enough to establish a 40-foot (40') half street right-of-way along the property's N. Road 1 West frontage shall be dedicated to the Town of Chino Valley where it is adjacent to the subject property; and
 - a. That a second north bound lane on N. Road 1 West shall be constructed by the developer in accordance with plans approved by the Town Engineer.
 - b. That curb and gutter with a five-foot (5') sidewalk along the N. Road 1 West frontage shall be constructed by the developer in accordance with plans approved by the Town Engineer.
2. That a drainage study shall be required with the submittal of the Final Plat.
3. That any developed lot must be served by the Town of Chino Valley's water and sewer services, and such services shall be conditioned upon approval by the Town Engineer and the Arizona Department of Environmental Quality before issuance of building permits.

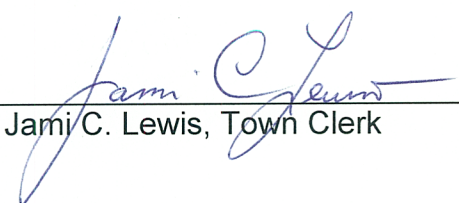
AGENCY REVIEW STIPULATIONS:

1. Post Office - The developer shall provide a Type 3 or 4 Cluster Box Unit (CBU) for mail delivery and note CBU locations on the Final Plat.
2. ADOT - That a Traffic Impact Analysis (TIA) shall be submitted prior to filing the Final Plat with the Town of Chino Valley.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of May, 2007.

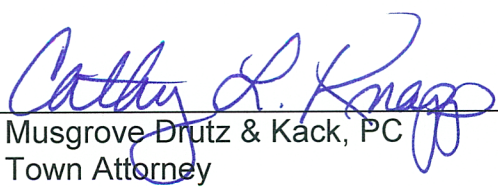

 Karen Fann, Mayor

ATTEST:



Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:



Musgrove Drutz & Kack, PC
Town Attorney

RESOLUTION NO. 06-809

**A RESOLUTION OF THE COMMON COUNCIL OF THE
TOWN OF CHINO VALLEY, YAVAPAI COUNTY,
ARIZONA, APPROVING THE SUPPLEMENT TO
AMENDED DEVELOPMENT AGREEMENT AND
RELATED AGREEMENTS WITH GRANITE INVESTMENT
& DEVELOPMENT (MEADOW RIDGE RANCH), L.L.C.**

WHEREAS, the Town and Granite Investments & Development (Meadow Ridge Ranch), L.L.C., an Arizona limited liability company ("Granite") entered into an Amended Development Agreement dated March 12, 2002 and entered into related agreements thereafter; and

WHEREAS, the Town and Granite have agreed to make amendments to the Amended Development Agreement and related agreements as set forth in the Supplement to Amended Development Agreement and Related Agreements attached hereto as Exhibit 1.

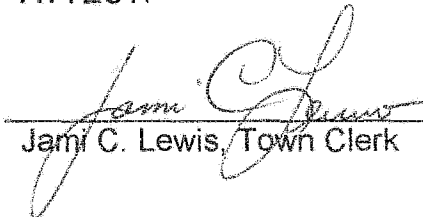
NOW THEREFORE, BE IT RESOLVED by the Common Council of the Town of Chino Valley, Arizona as follows:

1. The Amendment to Supplement to Amended Development Agreement and Related Agreements between the Town and Granite attached hereto as Exhibit 1 is hereby approved.

PASSED AND ADOPTED by the Common Council of the Town of Chino Valley, Arizona this 26th day of September, 2006.


Patricia A. Purdin, Acting Mayor

ATTEST:


Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:


Musgrove Drutz & Kack, PC
Town Attorney

EXHIBIT 1 ☆

**SUPPLEMENT TO AMENDED DEVELOPMENT AGREEMENT
AND RELATED AGREEMENTS**

☆ This Exhibit originally was processed with the executed document in error. Pursuant to Town Code § 10.20, the error was corrected on November 3, 2015, by replacing the executed document with the form of the document only, and was reported to Council on December 8, 2015.

**SUPPLEMENT TO AMENDED DEVELOPMENT AGREEMENT
AND RELATED AGREEMENTS**

THIS SUPPLEMENT TO AMENDED DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS ("Agreement") is entered into this _____ day of September, 2006, by and between the **TOWN OF CHINO VALLEY**, a municipal corporation of Arizona (the "Town") and **GRANITE INVESTMENT & DEVELOPMENT (MEADOW RIDGE RANCH), L.L.C.**, an Arizona limited liability company ("Granite").

Recitals:

A. Granite purchased approximately three hundred ninety-one (391) acres of real property, which is being developed as a master planned community within the city limits of the Town pursuant to a Final Master Plan ("Master Plan") approved by Town (the development being herein after referred to as "Bright Star" and the 391 acres being referred to as the "Property").

B. The Property is subject to burdens and entitled to the benefits of a certain Pre-Annexation Development Agreement with Running W Ranch, Inc. unanimously approved by the Town on August 23, 2001, and recorded on October 11, 2001 in Docket 3869, Pages 1 through 18 of Official Records of the Yavapai County Recorders Office¹.

C. Granite and the Town entered into a Development Agreement dated January 10, 2002, recorded in Book 3897, at Page 272 of Official Records, which was later amended and completely replaced by an Amended Development Agreement dated March 12, 2002, recorded in Book 3909, Page 409, Official Records ("Amended Development Agreement").

D. Section 4.1 of the Amended Development Agreement contemplated additional supplemental agreements pertaining to infrastructure construction. In furtherance of the requirements of Section 4.5 of the Amended Development Agreement, Granite and Town entered into a supplemental agreement dealing specifically with the construction of a water main linking the Town's water facility at Country West Mobile Home Park to Bright Star pursuant to the terms of a Waterline Extension and Reimbursement Agreement dated March 6, 2003 (authorized by Resolution 666 of the Town), and recorded in Book 4012, Page 752, of Official Records ("Waterline Agreement").

E. Pursuant to applicable public bidding and notice requirements, Fann Contracting, Inc. ("Fann") was selected by Granite and approved by the Town to construct the improvements required by the Waterline Agreement and Fann and Granite entered into a Waterline Construction Agreement for construction of the improvements. Pursuant to Section 3 of the Waterline Agreement the Town agreed to pay to Granite certain "Reimbursable Costs" (defined therein) from Water System Hook-up Fees ("Water Hookup Fees") received by Town from users of the waterline. To secure Fann in the payment of the contract price due to it under the Waterline Construction Agreement, and with the approval of Town, Granite agreed, pursuant to the provisions of an Assignment of Payments dated May 19, 2004, to assign to Fann its rights

¹ All references in this agreement to recording data are to Official Records of the Yavapai County Recorder.

under the Waterline Agreement to receive the reimbursement from the Town. The improvements were timely completed and accepted by the Town, all conditions of the Waterline Agreement were met, and the Town commenced making the Water Hookup Fees reimbursements to Fann.

F. Subsequent to the events described in Recital E, Granite entered into a Construction Loan Agreement dated April 29, 2005 (the "M&I Loan"), with M&I Marshall & Ilsley Bank ("Lender") the proceeds of which, were among other things, to be used for the purpose of paying the balance due to Fann under the Waterline Construction Agreement. Upon receipt of payment in full, Fann and Granite executed a Release and Reassignment of Waterline Payments agreement dated April 29, 2005, which was accepted and approved by the Town, and contemporaneously therewith Granite assigned its interest in the Water Hookup Fees to the Lender as additional security for the loan pursuant to an instrument entitled Direct Assignment of Water-System Hook-up Fees and Sewer-System Hook up fees (the "Lender's Hookup Fee Assignment"), which was acknowledged and accepted by Town, which agreed to make all further payments specifically described in the assignment to the Lender.

G. Granite and the Town have also entered into a series of agreements with respect to the acquisition of water by Granite from the Town which included a tri-party agreement between Granite, the Town and Verde Water Resource Consultants, LLC entitled Water Transfer Agreement dated as of March 12, 2002, which was amended and supplemented by documents entitled First Amendment to Water Transfer Agreement dated May 23, 2002, Second Amendment to Water Transfer Agreement dated September 26, 2002, Third Amendment to Water Transfer Agreement dated October 24, 2002 and Supplement and Fourth Amendment to Water Transfer Agreement dated January 13, 2005 (collectively the "Water Transfer Agreement"). Granite also purchased additional water for Phase 3 of Bright Star from Town pursuant to an Agreement for Transfer of Assured Water Supply Extinguishment Credits dated November 10, 2005 (the "Extinguishment Credits Agreement").

H. Granite is in need of additional water rights for the purpose of obtaining a certificate of assured water supply ("CAWS") from the Arizona Department of Water Resources ("ADWR") and Town has water rights it is willing to sell to Granite pursuant to the provisions of this Agreement.

I. The parties wish to further clarify their respective present and future rights and obligations under Amended Development Agreement and Waterline Agreement with respect to the development of the water resources and storage described in Recitals C and D above and the Town's obligation to supply water to Bright Star

J. The parties have agreed to the development, financing and construction of expanded municipal water production and storage facilities to serve Bright Star and other areas of the Town as herein provided.

K. The parties desire to make some provision for contemplated future improvement of Road 2 North from Highway 89 to the Property which serves as the entrance road to Bright Star, and to provide access for the public across the Property from East to West over what are now private roads or easements and for interim improvement and control of such roads by the Town.

Agreements:

NOW, THEREFORE, in reference to the foregoing recitals, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and promises herein contained, the parties hereto enter into this Agreement as follows:

1. Water Purchase and Commitment.

(a) Town hereby agrees to provide to Granite, for use in obtaining a CAWS for Phase 3 of Bright Star, a total of 1,582 acre-feet of grandfathered groundwater right extinguishment credits created pursuant to A.A.C. §R12-15-705(M) ("Extinguishment Credits"), which will provide Granite with 15.82 acre feet of Extinguishment Credits each year for 100 years ("Each 100 acre-foot block of Extinguishment Credits being an "Assured Water Supply Unit"). In consideration for the Town transferring 15.82 Assured Water Supply Units to it, Granite will pay the Town the sum of \$25,000 for each unit, for a total of \$395,500.00. Upon receipt of payment, the Town shall notify the ADWR that the Town is transferring to Granite the 15.82 Assured Water Supply Units for purposes of obtaining a CAWS for Phase 3 of Bright Star.

(b) In consideration of the transfer of the Assured Water Supply Units by Town, Granite, for itself and its successors and assigns, irrevocably commits that the Assured Water Supply Units will only be used to exclusively serve the water needs of Bright Star commencing with Phase 3, and that Granite will submit its application for a CAWS to ADWR specifying that the Assured Water Supply Units received from the Town and any CAWS issued by ADWR on the basis of those Assured Water Supply Units have, to the extent required, been irrevocably committed to Phase 3 of Bright Star and may not be severed or transferred separate and apart from Bright Star.

2. Extension of Extinguishment Credits Agreement. Pursuant to the terms of the Extinguishment Credits Agreement described in Recital K, Granite is obligated to apply for a CAWS for Phase 3 of Bright Star based on the transferred Assured Water Supply Units described therein within one year from the date of the Agreement (November 10, 2006) or the Assured Water Supply Units shall revert to the Town. Due to ongoing development issues which this Agreement is intended to resolve, Granite has not processed Phase 3 of Bright Star and, therefore, has not been able to apply to ADWR for the CAWS for the subdivision. Therefore, the parties agree that Paragraph 3 of the Extinguishment Credits Agreement is hereby amended and Granite shall have an additional ten (10) months (until September 10, 2007) within which to apply to ADWR for the CAWS for Phase 3 of Bright Star, and the Assured Water Supply Units shall not revert to the Town unless Granite fails to apply for the CAWS within such extended period of time.

3. Bright Star Phase 3. With the water to be purchased pursuant to the provisions of Section 1 above, and the water previously acquired pursuant to the Extinguishment Credits Agreement described in Section 2 above, together with other water rights available to Granite, Granite will have the ability to commence preparation and processing of Phase 3 of Bright Star which is expected to have approximately 160 to 180 residential lots. So long as Granite follows all applicable subdivision ordinances, and the rules and regulations pertaining thereto, the Town agrees to expeditiously process the subdivision application to its completion so that Granite will be able to resume the development and sale of lots in Bright Star.

4. Water Source Development and Storage.

a. New Water System. Granite has caused to be prepared by Lyon Engineering a Bright Star & Town of Chino Valley Water Model Scenarios Study dated May 8, 2006, pertaining to development of a water source and storage for Bright Star and a municipal system for the Town a copy of which is attached hereto as Exhibit "A". The parties have agreed to proceed generally in accordance with Scenario #2 (the current estimate of cost being \$1,525,000.00) of the study which envisions the development of a system utilizing both the Town's Country West Mobile Home Park well and water system ("Country West System") and certain facilities located at Highlands Ranch Subdivision ("Highlands Ranch System") and a new 1,000,000 gallon tank to be located on State of Arizona trust land located to the South of Bright Star (the "State Tank Site"). The Town has also indicated that it may be possible to obtain a tank site on Perkins Ranch property that may be donated after the closing of a sale by Perkins to Fletcher (the "Perkins Tank Site"), and, Granite has indicated that it has a possible site located on the Property (the Bright Star Tank Site), which, the parties acknowledge, if used, will require an Amendment to the Master Plan.

b. Site Selection. Town agrees to assume responsibility for obtaining a suitable tank site at either the State Tank Site, the Perkins Tank Site or Highlands Ranch as expeditiously as possible and in any event within one hundred twenty (120) days from the date of this Agreement.

c. Easements. Town shall as expeditiously as possible and, in any event, within one hundred twenty (120) days from the date of this Agreement, obtain any and all easements, rights of entry, rights of way, and/or other use rights on or about all real property owned by the Town and, to the extent necessary, on or about private property along the route between the tank site selected and Bright Star (the "Infrastructure Route"), upon, through or under which any portion of the Off-Site Infrastructure (hereinafter defined) will be installed or which are useful or necessary for the design, completion and operation of the Off-Site Infrastructure. Town shall execute and record, or cause the execution and recordation of, any and all documents or instruments reasonably required to effectuate this provision.

5. Off-Site Infrastructure.

a. Design & Construction. Upon delivery of the tank site and related easements and subject to the terms of this Agreement, Granite shall be solely responsible for all costs of designing, engineering, permitting and constructing all off-site equipment and facilities (collectively the tank, equipment and facilities being the "Off-Site Infrastructure") required to install the tank, pumping facilities and connect and extend the water line from the selected tank site to Bright Star along a route to be mutually approved by the parties. Any material deviations from the infrastructure route shall require Town approval.

b. Installation. Subject to performance by the Town of its obligations set forth in Section 4, Granite will cause the Off-Site Infrastructure to be designed, installed, and constructed free and clear of all mechanics' and materialmens' liens and in accordance with design and engineering plans mutually approved by Town and Granite and which conform to all applicable Town ordinances and regulations and the Town's Water System Distribution Plan. All installation and construction shall be performed by Granite or its agents and contractors pursuant to issued permits. Granite shall cause payment to be made for all costs of designing, engineering, permitting and constructing the Off-Site Infrastructure.

c. Contractor. Granite shall obtain Town's consent to any general contractor selected by Granite with respect to the construction of Off-Site Infrastructure. If Fann Contracting, Inc. is selected by Granite, Town hereby approves such contractor.

6. Completion, Acceptance and Dedication.

a. Completion. Upon completion of the Off-Site Infrastructure, Granite shall cause Granite's engineer to certify to Town the compliance of the constructed Off-Site Infrastructure with the approved design documents (the "Certificate"). The Certificate shall include and approve all deviations from the original design as indicated by "as-built" drawings or as otherwise indicated. Any deviations shall require Town approval. Granite shall submit complete and certified "as-built" drawings of the constructed Off-Site Infrastructure within sixty (60) days of such improvements being constructed ("As-Built Requirement"). As-built submittals shall consist of one (1) set mylar reproducible sheets and two (2) sets blue-line drawings for each type of improvement. In addition, Granite shall certify and deliver evidence reasonably satisfactory to the Town that the Off-Site Infrastructure is free and clear of all liens and encumbrances ("Lien-Free Requirement").

b. Inspection. The Town shall inspect the Off-Site Infrastructure, from time to time during the construction. Final inspection approval shall occur within thirty (30) days after the latter to occur of: (i) receipt of the Certificate, (ii) satisfaction of the As-Built Requirement, and (iii) satisfaction of the Lien-Free Requirement. Granite shall grant Town entry to all portions of the Off-Site Infrastructure to which Granite has a right of entry, for the purpose of making such audits, tests, inspections and examinations, including subsurface exploration and testing, as Town, in the exercise of its reasonable discretion, deems necessary or proper to determine whether the Off-Site Infrastructure is in compliance with the approved design plans, construction standards and state and local laws, rules, and regulations (the "Inspection"). In connection with the Inspection, Granite shall provide Town copies of all tests and/or inspections conducted by Granite and documented by written reports.

c. Acceptance. So long as the Off-Site Infrastructure is materially constructed in accordance with the approved design plans, construction standards and state and local laws, rules, and regulations as verified by the Town's Inspection, the Granite and Town shall, within sixty (60) days after completion of Inspection thereof, perform all acts and execute all documents and instruments necessary to dedicate the Off-Site Infrastructure to Town and thereby evidence the Town's acceptance thereof and the Granite's satisfactory performance of its obligations with respect thereto. Following such dedication, all rights and benefits of the easements will be deemed automatically assigned to Town, and Town shall thereafter own, operate and maintain the Off-Site Infrastructure at its sole cost and expense, subject to the warranty provisions of Section 5(d) below.

d. Warranty. Granite shall cause its contractor to warrant all materials and workmanship for the construction of the Off-Site Infrastructure for a period of two (2) years following completion and dedication thereof to the Town.

7. Water Storage and Service. Upon the completion of the Off-Site Infrastructure and acceptance of dedication as herein provided, the water storage requirements for the entire Property shall be deemed satisfied, and Town shall serve the water needs of Bright Star and all other projects within the Property, subject to payment of regularly established water delivery charges. Granite shall be solely responsible for obtaining all CAWS required to record final

plats for each phase of Bright Star developed by Granite. In consideration of the commitment by Granite to provide the Off-Site Infrastructure described above, as soon as reasonably possible after execution of this Agreement, Town shall provide the necessary hydrological study to support Granite's application for CAWS for Phase 3 of Bright Star and promptly issue to Granite its "will serve" letter with respect to Phase 3 of Bright Star.

8. Water Recharge Credits.

a. In order to secure additional water supplies that may be made available to Granite for Phase 4 of Bright Star ("Phase 4 Water Supplies"), the Town agrees that within a reasonable period of time it will apply to ADWR and seek either: (i) "designated provider" status for the Town (or a community facilities district to serve at least the portion of the Town encompassing Bright Star); (ii) approval by ADWR of agreements with respect to effluent credits similar to those that were entered into between the Town, ADWR and Santa Cruz Vista, L.L.C. for the Highland Ranch development² which would permit the use of effluent credits earned by underground storage of effluent generated from homes within Bright Star ("First Generation Bright Star Effluent"); or (iii) approval by ADWR of a Physical Availability Demonstration allowing Bright Star to rely on First Generation Bright Star Effluent as a part of the water supply to be used by Granite for its CAWS application for Phase 4 of Bright Star. The Town will exercise its good faith efforts to pursue one or more of these approvals from ADWR as expeditiously as reasonably possible. Granite and the Town understand however, and hereby confirm, that ADWR has the sole discretion and authority to determine when, how, and if it will approve any of these applications by the Town.

b. The parties currently estimate that the cost of the Off-Site Infrastructure will be approximately \$1,525,000, which was the water study engineer's estimate of the cost of installation of the Off-Site Infrastructure at the Perkins Tank Site (the most expensive of the proposals). Of the amounts paid by Granite for the Off-Site Infrastructure, \$745,000 will be a grant in aid of construction of this municipal facility. In consideration of the costs incurred by Granite in excess of the \$745,000 grant in aid of construction, the Town agrees to provide Granite with access to Phase 4 Water Supplies in amounts up to the total quantity of First Generation Bright Star Effluent; provided, however, that the quantity of Phase 4 Water Supplies made available to Granite pursuant to this subsection shall be determined by the amount of Granite's excess expenditures for Off-Site Infrastructure over the \$745,000 grant in aid of construction, at the rate of \$25,000 per acre foot for each acre foot of one hundred year Phase 4 Water supplies usable by Granite to obtain a CAWS for Phase 4 of Bright Star. Thus, by way of example, if the total cost of Off-Site Infrastructure shall be \$1,525,000 then the excess over \$745,000 is \$780,000 for which Granite would receive 31.2 acre feet of Phase 4 Water Supplies ($\$780,000/\$25,000 = 31.2$ acre feet). Granite and the Town understand however, and hereby confirm, that the Town's obligation to provide additional Phase 4 Water Supplies pursuant to this subsection is expressly contingent on ADWR's approval of one or more of the Town's applications submitted pursuant to subsection 8(a) above.

² Water Resource Agreement dated July 24, 2003, between Town and Santa Cruz Vista, L.L.C. to store effluent and accrue long term storage credits for use at Highland Ranch development and an Agreement for Underground Storage and Recovery of Effluent for Assured Water Supply Purposes Related to Highlands Ranch, dated January 26, 2006 between Town and ADWR.

c. If ADWR rejects all of the Town's applications submitted pursuant to Subsection 8(a) above, Granite shall be eligible to acquire, and Town shall sell to Granite, an alternative source of water from the Town to be used by Granite for its CAWS application to the extent the Town, at the time of ADWR's rejection of the Town's applications, then owns (or if that is insufficient, thereafter acquires) an alternative source of water within the Prescott AMA that is not encumbered by commitments to third parties as of the date of this Agreement. The quantity of such alternative source of water to be made available to Granite shall be determined by the formula specified in Section 8(b) above, but using the lowest then-current price for water established by Town Council Resolution for persons purchasing the type of water being sold by the Town to Granite pursuant to this subsection (c).

9. Access Across Property/Road Improvement. In order to permit lawful public access across what are currently private portions of the Property, Granite agrees to dedicate to Town a roadway in the approximate location of the presently undedicated roadway shown on the Final Plat of Bright Star Unit 1 Phase 1 and Unit 2, Phase 1 as the Emergency/Secondary Access Easement which includes the easterly extension of Meridian Parkway and the portion of proposed Road 2 North within the Property that extends from the North-South portion of the Emergency Easement to the East side of the Property ("Emergency Easement"). The approximate route of such road as shown on the said Final Plat is attached hereto as Exhibit "B". As Granite is in the process of preparing the plat for Phase 3 of Bright Star, it is understood and agreed that the dedication to Town shall match the final alignment of Meridian Parkway and the North-South road along the alignment of the Emergency Easement as the same shall be as shown on the plat for Phase 3 of Bright Star and that they may vary somewhat from those shown on Exhibit "B". At such time as the roads are incorporated into platted subdivisions with Bright Star, Granite shall complete the roads to Town standards. In the interim Granite shall have no obligation to develop or maintain such roads and Town will, at its cost, immediately grade and chip seal the roads to provide dust amelioration, install appropriate signage and maintain and patrol the road. In Phase 3 of Bright Star the Granite will complete Meridian Parkway extending easterly up to its intersection with the North-South roadway comprising part of the Emergency Easement and said North-South Road northerly up to its intersection with the alignment of proposed East-bound Road 2 North. To the extent that the final dedicated roadways do not match the existing Emergency Easement alignment shown on Exhibit "B", Town will release the balance of such easement.

10. Improvement of Westerly Extension of Road 2 North. The main access road to Bright Star from Arizona Highway 89 is Road 2 North. Town has expressed concern that Road 2 North has been impacted by the current development of Bright Star and would be substantially be impacted if the 1,200 homes envisioned for the completed development are in fact built and occupied. The Amended Development Agreement does not provide, with a certain specified exception for a water line, that Granite is responsible for any off-site construction of public improvements or infrastructure. Notwithstanding the provisions of the Amended Development Agreement to the contrary, Granite agrees that it will participate with the Town and other developers and users of Road 2 North in some equitable manner in the cost of improving and upgrading the road. The participation by Granite may take the form of agreeing to the imposition of additional impact fees, joining in the creation of a community facilities district or road improvement district or other similar method of financing such construction. As it is currently unknown at this time what the cost of such improvement will be or what number of participants may be sharing in the cost, the parties are unable to establish the exact cost of such

participation, but each agrees to negotiate in good faith for a resolution of this issue when the actual costs and potential participants have been identified.

11. Default and Dispute.

a. Events of Default. A party shall be in default under this Agreement if it fails to render performance required under any material provision of this Agreement when performance is due and such failure continues unremedied for thirty (30) days following written notice to the party in default given by the other party.

b. Dispute Resolution. All disagreements relative to this Agreement shall first be addressed by means of responsible third party technical consultation and non-binding mediation. The parties hereby resolve to use good faith efforts to reach the appropriate solution by these means. The parties may (but are not obligated to) thereafter agree to utilizing non-binding arbitration or binding arbitration and in such case, the applicable rules governing the arbitration procedure shall be the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501 et seq.

12. Miscellaneous Provisions.

a. Notices. Any notice to a party under this Agreement shall be in writing, and may only be given by personal delivery, facsimile transmission (followed by mailing), recognized overnight courier or mail, and shall be deemed given and effectively served upon delivery, or if mailed, upon mailing provided it is thereafter actually delivered (or refused) and is mailed (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto; provided, however, a notice of change of address for notices shall not be deemed made until actually received. Notices by a party may be given by legal counsel to or the authorized agent of such party. Refusal to accept delivery or to sign a receipt, or the inability to deliver because of a changed address of which no notice previously was given, shall constitute actual receipt. Whenever a party has the right or is required to do some act or give some notice within a prescribed period after the service of a notice or other paper upon that party which was served by mail only, three days shall be added to the prescribed period for response.

Notices or communications shall be delivered and mailed to the parties at the following addresses, or at any other address substituted by a party from time to time by written notice to the other parties:

To Town:	Town of Chino Valley Attention: Town Manager 1020 West Palomino Road (for personal delivery) P.O. Box 406 (for mailing) Chino Valley, Arizona 86323 Telephone: 928-636-2646 Facsimile: 928-636-2144
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To Granite:	Granite Investment & Development (Meadow Ridge Ranch), L.L.C. Attention: President
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2150 East Road 2 North (for personal delivery)
P.O. Box 5100 (for mailing)
Chino Valley, AZ 86323
Telephone: 928-636-8900
Facsimile: 928-636-1639

b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, no waiver by Town or Granite of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

d. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

e. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Wherever in this Agreement it is provided that a party must obtain the approval of the other party it is agreed that all such approvals shall not be unreasonably withheld, conditioned or delayed.

f. No Joint Venture or Partnership. The parties expressly agree that it is not intended by this Agreement and nothing contained in this Agreement shall be construed as, creating any partnership, joint venture or other similar arrangement between Granite and Town. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

g. Interpretations. To the extent permitted by the context in which used, (i) words (including defined terms) in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (ii) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, limited liability companies, general and limited partnerships, trusts and all other entities. No listing of specific instances, items or matters in any way limits the scope or generality of any portion of the text in this instrument where found, and any use of the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to;" if exclusion is intended, the word "comprising" is used instead. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular article, section or subsection. Each of the parties represents to the other(s) that they have read and understand this Agreement and have had ample time to seek the advice of their own professional advisors before signing. Therefore, this instrument is to be interpreted as a whole, in accordance with its fair meaning and in the manner which will most closely achieve the apparent intention of the parties as expressed herein, without application of any rule or presumption in the case of ambiguity requiring construction against the party causing this Agreement or any part of this Agreement to

be drafted. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

h. Amendment and/or Modification of Agreement. No change or addition shall be made to this Agreement except by a written amendment and/or modification executed by the parties hereto.

i. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

j. Jurisdiction and Venue. Subject to the provisions of Section 10(b) above, any legal action relating to this Agreement shall be brought in either the Yavapai County Superior Court or in the United States District Court for the District of Arizona at the election of the Plaintiff in such legal action, provided however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

k. Conflict of Interest. Pursuant to A.R.S. §38-511, the Town may cancel this Agreement within three years of its execution, without any penalty or further obligations, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. The parties represent to each other that to the best of their respective knowledge, there has been no violation such statute as of the date of this Agreement.

l. Attorneys' Fees. If any claim is brought by a party against another party or parties arising out of this Agreement, including any action for declaratory or injunctive relief, the prevailing party or parties shall be entitled to reasonable attorneys' fees and costs and expenses of litigation and investigation, and any arbitration award, judgment or decree rendered in any such action or proceedings shall include an award of reasonable attorneys fees, costs and expenses.

m. Reformation. Should any term, provision, covenant or condition of this Agreement be held to be void or invalid, the parties shall reform this Agreement to conform as closely as possible to the original intent hereof.

n. Excused Delay in Performance. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, or damage to work in progress by casualty, riots, floods, earthquake, fires, casualties, acts of God, acts of public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the party which is unable to perform is substantially without fault) of any contractor, subcontractor or supplier to perform acts of the other party, acts or the failure to act of any utility, public or governmental agent or entity or any other cause beyond the reasonable control of the party attempting to perform and is not due to the willful act, omission, neglect, negligence, financial inability, imprudent management or bankruptcy of the

applicable party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually as caused. The performing party who shall encounter any such delay in excess, or estimated to be in excess, of ten (10) days shall notify in writing the other affected party specifying the nature of, the cause and the expected duration of the said delay or delays, and keep such other party informed of its continuance and cessation.

o. Severability. Every provision of this Agreement is, and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this Agreement, which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

p. Time of Essence. Subject to the force majeure provisions of subsection (n) above, the parties agree that time is and shall be of the essence of this Agreement.

q. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of successors and assigns. The rights and obligations of either party under this Agreement may be assigned only with the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that in the case of a foreclosure, or a deed in lieu of foreclosure, the foreclosing party shall be entitled to all rights of Granite hereunder that may be subject to any assignment or security agreement and shall be free to take title from Granite without the prior consent of Town.

r. Recitals. The parties acknowledge the accuracy of the Recitals set forth at the beginning of this instrument which are adopted, approved and incorporated herein as agreements of the parties.

s. Counterpart Execution. This Agreement may be executed in any number of separate identical counterparts (each of which may contain fewer than all required signatures) with the same effect as if all parties had signed the same document. All such counterparts shall be deemed to constitute one and the same instrument. Signature pages may also be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Any set of identical counterparts containing original signatures for each of the parties and any counterpart containing original signatures for all of the parties shall constitute an original Agreement for all purposes. If a counterpart containing an original signature is delivered by facsimile, the facsimile copy shall also be deemed an original.

t. Effect of Amendment. With respect to the subject matter hereof, the provisions hereof control over any conflicting or inconsistent terms contained in the agreements described in the Recitals; provided, however, except as is herein otherwise expressly provided, nothing contained herein is intended to, or shall, modify, release or vary the terms and provisions of the said agreements, and all portions thereof not herein expressly supplemented or amended shall be unaffected by this Agreement and shall continue in full force and effect.

[THE BALANCE OF THIS PAGE IS DELIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TOWN:

TOWN OF CHINO VALLEY, a Municipal Corporation of Arizona

By: _____

Its: _____

ATTEST: _____

Town Clerk

APPROVED AS TO FORM:

Town Attorney

GRANITE:

GRANITE INVESTMENT & DEVELOPMENT

(MEADOW RIDGE RANCH), L.L.C., an Arizona limited liability company

By: _____

Its: President

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of September, 2006, by Thomas E. Arnold, Jr., as President of **Granite Investments & Development (Meadow Ridge Ranch), L.L.C.**, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of September, 2006, by _____, the _____ of the **Town of Chino Valllye, Arizona**, an Arizona municipal corporation, on behalf of the corporation.

Notary Public

My Commission Expires:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 12/08/2015
Contact Person: Susan Goodwin, Town Attorney
Department: Town Attorney
Item Type: Consent
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 15-1071, postponing the effective date of the sewer rate increase set forth in Resolution No. 13-1005 from January 2016 until July 1, 2016.

RECOMMENDED ACTION:

Adopt Resolution No. 15-1071, postponing the effective date of sewer rate increases approved by Resolution No. 13-1005 until July 1, 2016.

SITUATION AND ANALYSIS:

Issue Statement

On February 12, 2013, the Town Council adopted Resolution No. 15-1005 establishing increases in water and sewer rates in the Town. The fourth sewer rate increase set forth in Resolution No. 15-1005 is scheduled to be effective on January 1, 2016. The Town Council reviewed projected revenues and expenditures anticipated as a result of the approved sewer rate increase and determined that postponing the increase until July 1, 2016 will not be detrimental to the financial stability of the Town's sewer utility and postponing the increase until July 1, 2016 would be in the best interest of the residents of the Town.

Staff therefore recommends approval of Resolution No. 15-1071.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

This Resolution represents no change from those fiscal impacts that were presented to Council on November 10, 2015.

Attachments

Resolution 15-1071

RESOLUTION NO. 15-1071

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI AND STATE OF ARIZONA, POSTPONING THE EFFECTIVE DATE OF INCREASED SEWER FEES APPROVED BY RESOLUTION NO. 13-1005 UNTIL JULY 1, 2016

WHEREAS, on February 12, 2013, the Town Council of the Town of Chino Valley adopted Resolution No. 13-1005 to establish increased water and sewer rates in the Town; and

WHEREAS, the fourth sewer rate increase will take effect on January 1, 2016; and

WHEREAS, the Town Council has reviewed the projected revenues and expenditures anticipated as a result of the approved sewer rate increase scheduled to take effect on January 1, 2016 and has determined that postponing said sewer rate increase until July 1, 2016 will not be detrimental to the financial stability of the Town's sewer utility; and

WHEREAS, the Town Council believes it would be in the best interest of the residents of the Town to postpone the previously approved sewer rate increase until July 1, 2016.

BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, in the County of Yavapai and State of Arizona that the effective date of the fourth sewer rate increase approved by Resolution No. 13-1005 scheduled to become effective January 1, 2016 is postponed to become effective July 1, 2016.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 8th day of December, 2015.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami Lewis, Town Clerk

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. b.

Meeting Date: 12/08/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to ratify the Mayor's nomination of Councilmember Jack Miller to serve on the Yavapai County Emergency Management Interagency Coordination Committee.

RECOMMENDED ACTION:

Ratify nomination of Councilmember Jack Miller to serve on the Yavapai County Emergency Management Interagency Coordination Committee.

SITUATION AND ANALYSIS:

Issue Statement

The Yavapai County Office of Emergency Management requested that each jurisdiction in the county nominate a representative to sit on the new Emergency Management Interagency Coordination Committee.

Applicable "Policy"

Intergovernmental Agreement creating Yavapai County Unified Emergency Management, signed by the Yavapai County Board of Supervisors on September 8, 2015.

Satisfaction of "Policy"

The County requested that the Town nominate a representative by December 4, 2015.

Summary of Issues and Staff Rationale

See attached letter from Denny Foulk, County Emergency Manager regarding the purpose and scope of committee participation.

As the County requested the Town's nomination before the Council's next meeting, the Mayor recommended Councilmember Miller for the nomination. As Councilmember Miller indicated his assent to the nomination, staff turned in the nomination prior to this meeting. As such, the Mayor asks that Council ratify his nomination.

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Memorandum from County

Nomination Form



YAVAPAI COUNTY
Office of Emergency Management



9 November 2015

RECEIVED
NOV 18 2015
By _____

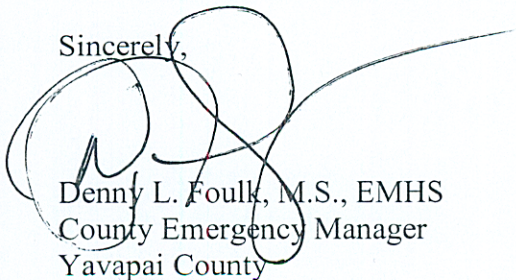
MEMORANDUM

September 8th, 2015 Yavapai County Board of Supervisors signed the Intergovernmental Agreement creating Yavapai County Unified Emergency Management. As part of the process, the agreement also creates the Yavapai County Emergency Management Interagency Coordination Committee to serve in the development of a comprehensive program inclusive of all stakeholders. Here is the purpose and scope of committee participation:

- a. The purpose of the committee is to collaborate, coordinate, communicate, and integrate a strategic vision of emergency management for the County as well as the Public Agency, and provide necessary input for the development of a comprehensive emergency management program inclusive of a whole community.
- b. The Emergency Management Interagency Coordination Committee shall meet not less than once a quarter;
- c. The Public Agency shall appoint an Emergency Management Representative for the jurisdiction, who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the Public Agency's chief executive officer or governing body.
- d. The Committee shall ensure National Incident Management System (NIMS) compliance, in accordance with Homeland Security Presidential Directive 5 for the Public Agency, and adopt NIMS as the Public Agency's management system for disaster response by resolution.
- e. Representatives to the Yavapai County Emergency Management Interagency Coordination Committee must be NIMS compliant in accordance with HSPD-5, and have operational knowledge of their respective jurisdiction.

The Emergency Management Interagency Coordination Committee needs local representation. Each jurisdiction may nominate a representative. Your nominee's information will be compiled with others from across the county and presented to the Yavapai County Board of Supervisors to create a standing committee no later than January 2016. The committee will meet quarterly commencing January 2016. Please provide Yavapai County Office of Emergency Management with your nomination No Later than December 4th, 2015.

Sincerely,


Denny L. Foulk, M.S., EMHS
County Emergency Manager
Yavapai County

Yavapai County Interagency Coordination Committee



Nomination Form

Jurisdiction: _____

Nominee's Name: _____

Nominee's Phone: _____

Nominee's Email: _____

Nominee's Jurisdiction Position: _____

I the undersigned have duly nominated the afore identified person to serve as _____
(Jurisdiction's

_____ Representative on the Yavapai County Interagency Coordination
Name)

Committee. I understand that nominee will represent my jurisdiction on matters of

Emergency Management, and is our duly authorized to serve in this capacity, in accordance with
ARS Title 26.308.

(Signature over Printed Name)

(Date)

(Title)

Yavapai County Interagency Coordination Committee



Nomination Form

Jurisdiction: TOWN OF CHINO VALLEY

Nominee's Name: JACK MILLER

Nominee's Phone: (928) 713-6643

Nominee's Email: jwmiller@chinoaz.net

Nominee's Jurisdiction Position: COUNCILMEMBER

I the undersigned have duly nominated the afore identified person to serve as CHINO
(Jurisdiction's
VALLEY'S Representative on the Yavapai County Interagency Coordination
Name)

Committee. I understand that nominee will represent my jurisdiction on matters of

Emergency Management, and is our duly authorized to serve in this capacity, in accordance with

ARS Title 26.308.


(Signature over Printed Name)
CHRIS MARLEY

MAYOR
(Title) MAYOR

11/23/15
(Date)

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. c.

Meeting Date: 12/08/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the October 27, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the October 27, 2015 regular meeting minutes.

Attachments

October 27, 2015 minutes

DRAFT

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

**TUESDAY, OCTOBER 27, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 27, 2015.

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

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Town Engineer/Public Works Director Ron Grittman; Utility Supervisor Chris Bartels; Development Services Director Ruth Mayday; Associate Planner James Gardner; GIS/CAD/Web Technician Jan Mazy (videographer); Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

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

Mayor Marley gave the invocation and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Proclamation declaring November 2015 as "Charitable Tax Credit Giving Month," sponsored by Yavapai Big Brothers Big Sisters. (Mayor Marley)

Mayor Marley read the proclamation and presented to a YBBBS representative, who spoke about the benefits of the tax credit.

- b)** Presentation by Jim Arroyo regarding Oath Keepers. (Mayor Marley)

Mr. Arroyo spoke about Oath Keepers, which educated military, law enforcement, firefighters, and first responders on constitutional issues and community preparedness for major catastrophic events; and which had been asked to form a security team to assist the Police Department with emergency preparedness.

- c)** Presentation by Karolyn Ericson, InHouse Trainer Services, regarding the Core Values adopted by Town staff. (Cecilia Grittman, Assistant Town Manager)

Ms. Grittman introduced Ms. Ericson, who spoke about and presented a movie on the six core values developed by the Town employees.

- d) Presentation regarding the Aquatic Center's financial and operating results and related information. (Joe Duffy, Finance Director)

Mr. Duffy requested that Council postpone this item.

3) **CALL TO THE PUBLIC**

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

Birdie Bennett, resident, thanked the new councilmembers for their dedication to the Town.

4) **RESPONSE TO THE PUBLIC**

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

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Mayor Marley acknowledged Chino Valley Police Department and Yavapai County Sheriff's Office personnel who assisted with a kidnapping that had occurred in Town: Chino Valley's Lt. Vince Schaan, Officer Mark Garcia, Officer Jody Villalobos, Officer Jeff Pizzi, Det. Amy Chamberlin, and Det. Steve Jones; YCSO's Deputy Deron Franklin, Deputy Steven Warburton, and Deputy Eric Lopez; and YCSO Dispatchers Annalyse Mason, Bo Phillips, Karen Applegate, and Doug Gerwitz.

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

Assistant Town Manager Gritman presented to Council the Town's insurance carrier's property and casualty loss Bronze Award for 2014.

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.

Town Clerk Lewis recommended the following modification to item (d), October 15, 2015 minutes, page 2, "Council discussion summary" second bullet point (additional language underlined): "No one expressed support for mandatory hook ups to existing homes between an existing sewer line and a new development."

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve consent agenda items 6a, b, c and d with the recommended changes.

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to adopt Resolution 15-1066, authorizing the conveyance of certain real property in settlement of Cortez v. Town of Chino Valley. (Phyllis Smiley, Town Attorney)
- b) Consideration and possible action to approve Financial Report for the three months ending September 30, 2015. (Joe Duffy, Finance Director)
- c) Consideration and possible action to accept the October 13, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to accept the October 15, 2015 study session minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Discussion of existing Medical Marijuana regulations and proposed amendments thereto; take public comment on proposed changes. (Mayor Marley; Vice-Mayor Croft)

Recommended Action: Direct staff to proceed with the proposed schedule.

Mayor Marley reviewed the history of medical marijuana in the state; the Town's actions since the legislation; current medical marijuana cultivation facilities in west Yavapai County and the Town; reasons for lack of signage at local medical marijuana facilities, and Council's desire for public input.

Public Comment:

Lora Lee Nye, Prescott Valley Councilmember and MATFORCE member, spoke about the dangers of legalizing medical marijuana and supported Council taking a stand against it.

Chad Nanke supported more restrictive requirements for medical marijuana facilities.

Dave Mazy, Chino Valley business owner, spoke about new federal regulations for firearms dealers with regard to marijuana users.

Sally Schindel, MATFORCE volunteer and Prescott resident, spoke about dangers of medical

marijuana use, new laws, and helpful resources.

John Trout, new resident and ex narcotics division police officer, spoke about the dangers of medical marijuana use.

Mark Bonacquista, resident, opposed more medical marijuana farms in Town.

David Albus expressed concern about possible impacts from changes at the federal level.

Jim Briody urged Council to consider the citizens' concerns, not those of outside interests; and expressed concern about the effects on property values from marijuana operations.

Judy Snow, resident, opposed more growing in Town.

Jomarie Rusling, resident, spoke about noise and disturbance from the Road 4 South development.

Stephanie Lambert, resident, spoke about negative visual impacts of marijuana facilities on the highway.

Lillian Morales, resident, spoke about the dangers of marijuana and black market sales, and supported the Town limiting such facilities.

Rebecca Robertson urged Council to do what they could to fight against legalized marijuana to protect the youth.

Sandy Jack, Williamson Valley resident, spoke about forming a committee to research how to give the Town more control.

Lee Shaw spoke about problems in Town with marijuana use among the youth and supported Town officials challenging the law.

Mayor Marley recessed the meeting at 7:58p.m. and reconvened it at 8:14 p.m.

Marilyn Abbey, Road 4 South resident, spoke about stopping the proposed development on Road 4 South and SR 89.

Todd League suggested the Town declaring itself a 'dry county.'

Craig Brown, Yavapai County Supervisor, advised that President Obama had instructed the Department of Justice to not enforce federal laws on states that had passed medical marijuana, and he encouraged Council to contact MATFORCE for support.

Ed Albus, Town business owner and pastor, spoke about staying strong in the fight.

Jim Arroyo, Oath Keepers member, spoke about threat assessment and analysis, and drug cartels taking over medical marijuana businesses.

Debbie Krogh, resident near Road 4 South, asked about the Town denying the proposed facility on Road 4 South and SR 89.

Shelley Mehelocek spoke about citizens already having kept two medical marijuana farms from coming to Town.

Staff and Council reported on state regulations and local options, and the process to amend the Unified Development Ordinance's (UDO) medical marijuana provisions. They further reported that:

- On March 14, 2014, Council officially opposed the use of recreational marijuana, but received very little input from the public at that time.
- There were three current medical marijuana facilities operating in Town, one under construction, and one approved but not operating. The location for the existing dispensary was based upon input from the police department.
- The only tax income the Town received was from the dispensary. Council supported a state-wide tax on the product and would continue to do so.

Council comments:

- Medical marijuana was legal, and while the Town could not stop it, it could possibly create more restrictions.
- Regarding the proposed facility on Road 4 South and the highway, Town officials will need to visit with the legal department.
- They encouraged citizens to: contact state and federal representatives to encourage them to enforce the federal law; contact the Council for opinions about pending medical marijuana developments; and register and vote against legalizing marijuana in 2016.
- MATFORCE was reviewing this matter and the repercussions seen in Colorado.
- The Town's next steps will be to perform a legal review and draft an ordinance to amend the UDO.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to direct staff to proceed with proposed schedule to review and bring forth some recommendation to Town Council as far as zoning for medical marijuana issues.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley recessed the meeting at 8:36 p.m. and reconvened it at 8:50 p.m.

- b) Discussion and possible action regarding (i) the USDA WIFA refinance, and use of savings/proceeds to fund Center Street sewer extension, and (ii) the Town's water and sewer extension, buy-in fee and connection policies. (Robert Smith, Town Manager)

Recommended Action: Consider, discuss and possibly direct staff to take action relative to (i) the USDA WIFA refinancing project and/or the sewer extension project and (ii) code requirements relative to sewer extension, fees and connection policies.

Mr. Smith and Finance Director Duffy reported that:

- Council discussed this matter on October 15, 2015.
- There were two parts to the WIFA matter: (i) Refinance \$3.9 million in USDA loans related to the Chino Meadows sewer project, which will nearly cut the interest rate in half, and provide an overall cash savings of \$775,000; and (2) Designate a new \$560,000 project component to extend sewer along Center Street to the existing Mollie Rae subdivision.

- WIFA approved the new loan last week and granted the Town \$250,000 in forgivable principle.
- The loan documents will be before Council for approval on November 10.

Mayor Marley added that:

- The Council hoped to protect the aquifer, while forestalling future rate increases and reducing the burden on existing wastewater customers without increasing the burden to existing homeowners who might need to hook up. Council desired to frame a comprehensive sewer policy that was fair to new and existing residences.
- Reasons to hook up were: effluent, environmental responsibility, and increased home resale value.
- Topics to be discussed were: mandatory versus voluntary hook ups; 400 foot distance requiring hook up; reduced rates to hook up while trench was open; trigger points requiring hookup, such as major remodel or septic system failure; regulations for new homes and developments; street side requirements for septic systems; dry yard line requirements for new homes; gravity system requirements for all new developments; incentives to new developers; and large septic systems for commercial developments.

Public comment:

David Albus opposed forcing people on sewer, but believed the Town would not have to force it if the cost of sewer was less than septic. Council and staff stated that it cost about \$7,000-\$9,000 to install a conventional septic system, while the Town's cost to connect to sewer was \$6,000.

Jim Briody asked staff to research how this would affect those property owners on Perkinsville that had pre-paid to hook up.

Council discussion:

- They supported hook ups being voluntary for any existing home as the pipe went by, but any homes built after that must hook up.
- They preferred that the 400-foot requirement be from the sewer line to the septic, not the property line.
- They favored a discounted price of \$3,000 to hook up which the trench was open, and \$6,000 after that.
- They opposed trigger points of a major remodel or home sale for mandatory hook up. Septic system failure as a trigger was governed by ADEQ and Yavapai County, and needed to be reviewed further.
- They supported requiring a dry service connection near a home's foundation, flowing to the lowest point on the property's frontage, and expressed valid reasons not to require street side septic.

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Mike Best to adjourn the meeting at 7:38 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 27th day of October, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of December, 2015.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. d.

Meeting Date: 12/08/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the November 10, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the November 10, 2015 regular meeting minutes.

Attachments

November 10, 2015 minutes

DRAFT

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

**TUESDAY, NOVEMBER 10, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, November 10, 2015.

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

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittmann; Town Attorney Susan Goodwin; Finance Director Joe Duffy; Police Officer Jody Villalobos; Town Engineer/Public Works Director Ron Grittmann; Development Services Director Ruth Mayday; Associate Planner James Gardner; Deputy Town Clerk Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation regarding Yavapai College by Dr. Clint Ewell, Vice President for Finance and Administrative Services. (Jami Lewis, Town Clerk)

Mr. Ewell spoke about the College Board goals for education, students, lifelong learning, economic development, and community; its mission, vision, five-year strategic plan, and values; and cost of education comparisons.

3) CALL TO THE PUBLIC

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

Nancy Best, resident, spoke about Hometown Chino Christmas on December 4-5.

Pat McKee, resident, spoke about councilmembers' responsibility to obtain facts before making decisions.

Robert McCaullay, resident, spoke about Council setting a precedent if they approved the pending La Vacara Trust rezone.

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.

None.

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Marley honored Veterans and recognized the Chino Valley High School varsity boys soccer team and coach for winning the Division 5 state championship.

Vice-Mayor Croft recognized graduates of the recent Citizen's Academy: Andrea Byers, Susan Cuka, Kathy Farber, Russell Hull, Roxanne Hull, Susan Keller, Pam Kidd, Dennis Knittle, Frank Livey, Shelley Leon, Chris MacDonald, Lynn Metcalf, Nancy Mitchell, Lillian Morales, Danielle Rigor, Edie Spain, and Julie Van Wuffen.

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

Mr. Smith presented a report on building permit statistics.

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.

None.

7) ACTION ITEMS

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

- a) Consideration and possible action to approve Resolution No. 15-1067 approving the form and authorizing the execution and delivery of a loan agreement (Loan Number 970167-16) with the Water Infrastructure Finance Authority of Arizona (WIFA) from its Clean Water State Revolving Fund Program (CWSRF). Fiscal Impact will be discussed during the presentation. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 15-1067.

Mr. Duffy and Financial Advisor Mark Reader reported that:

- The Town desired to refinance the existing USDA-RD loans used to construct the sewer distribution system, and install sewer line from State Route 89 to the Mollie Rae Estates subdivision.
- On July 28, 2015, Council approved Resolution 15-1065 to authorize the application for a loan from WIFA.
- WIFA determined that the Town was a disadvantaged community, which will allow the Town to receive an interest rate discount of 20% off the final interest rate to be determined at loan closing. The current bonds had a 4.125% interest rate; the refinance interest rate will be around 2.4%. The Town also qualified to have \$250,000 of the principal forgiven. Until the utility funds improved, WIFA was requiring the Town's federal excise tax as collateral.
- Resolution 15-1067 will authorize the execution and delivery of the loan agreement. The proposed loan closing date was December 1, 2015.

Councilmember Mendoza requested an executive session for legal advice.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to go into executive session at 6:41 p.m.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley reconvened the regular meeting at 6:47 p.m.

Council asked if mandatory sewer hookups for the properties along Center Street were a condition of the loan documents. Mr. Reader stated it was not.

Town Manager Smith and Mayor Marley added that the Town had up to two years before starting construction and had that time to amend the residential connection fees policy.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Resolution No. 15-1067.

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve Resolution No. 15-1068 approving the form and authorizing the execution and delivery of a loan agreement (Loan Number 970168-16) with the Water Infrastructure Finance Authority of Arizona (WIFA) from its Clean Water State Revolving Fund Program (CWSRF). Fiscal Impact will be discussed during the presentation. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 15-1068.

Mr. Duffy reported that this item was the second piece of the loan package addressed under the previous item, relating to \$50,354 for the Mollie Rae project engineering. The Town might not need to draw down these funds and could deobligate them at no cost.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve Resolution No. 15-1068.

Vote: 7 - 0 PASSED - Unanimously

- c) (i) Public Hearing regarding application from Guima LLC for the Agent Change and Acquisition of Control of an existing Series 10 (Beer and Wine Store) Liquor License for Casa Chica, located at 316 W. Perkinsville Road, Chino Valley.
(ii) Consideration and possible action to take no action or protest the change of ownership of the Series 10 Liquor License for Casa Chica to the Arizona Department of Liquor Licenses and Control. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
(ii) Take no action; OR Protest the change of ownership of Casa Chica's Series 10 Liquor License.

Per Ms. Lewis' staff report, the Police and Planning Departments reviewed the application and offered no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period. As of the date of this report, staff had not received any written arguments in favor of or in opposition to the application.

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

Vote: 7 - 0 PASSED - Unanimously

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to take no action.

Vote: 7 - 0 PASSED - Unanimously

- d) (i) Public Hearing regarding application from Aldaco LLC for the Agent Change and Acquisition of Control of an existing Series 12 (Restaurant) Liquor License for Casa Grande, located at 443 W. Butterfield Road, Chino Valley.
(ii) Consideration and possible action to either take no action or protest the change of ownership of the Series 12 Liquor License for Casa Grande to the Arizona Department of Liquor Licenses and Control. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
(ii) Take no action; OR Protest the acquisition of control of Casa Grande's Series 12 Liquor License.

Per Ms. Lewis' staff report, the Police and Planning Departments reviewed the application and offered no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period. As of the date of this report, staff had not received any written arguments in favor of or in opposition to the application.

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

Vote: 7 - 0 PASSED - Unanimously

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to take no action.

Vote: 7 - 0 PASSED - Unanimously

- e) (i) Public Hearing regarding application from Lucys Place LLC for an Interim Permit and Person Transfer of a Series 6 (Bar) Liquor License for Lucys Place, located at 3020 N. Highway 89, Chino Valley.
(ii) Consideration and possible action to recommend approval for an interim permit and person transfer of a Series 6 Liquor License application for Lucys Place. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
(ii) Recommend approval for interim permit and person transfer of Lucys Place's Series 6 Liquor License.

Per Ms. Lewis' staff report, the Police and Planning Departments reviewed the application and offered no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period. As of the date of this report, staff had not received any written arguments in favor of or in opposition to the application.

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

Vote: 7 - 0 PASSED - Unanimously

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

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to recommend approval for interim permit and person transfer of Lucys Place's Series 6 Liquor License.

Vote: 7 - 0 PASSED - Unanimously

- f) Consideration and possible action to adopt Ordinance No. 15-804 rezoning parcel 306-17-001H, consisting of approximately 2.5 acres, located in Section 11, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, located at approximately 2879 Arizona Trail, from Industrial (I) to Commercial Light (CL). Applicant: Gary Denny. (James Gardner, Planner)

Recommended Action: Adopt Ordinance No. 15-804 allowing the rezoning of the property generally located at 2879 Arizona Trail from Industrial (I) to Commercial Light (CL).

Mr. Gardner reported that:

- *Request:* Rezone subject parcel to add a 400-square foot expansion to the existing restaurant building.
- *Surrounding uses:* Residential (SR-1) to the west, and Industrial (I) to the south, east and north.
- *Analysis:* The property's current zoning classification was incompatible with surrounding residential uses. The proposed rezoning will bring the zoning in line with the actual use of the property and will serve as a buffer from the more intensive industrial uses, which are currently allowed by-right on the property.
- *Public outreach:* There was some concern about past noise issues; the applicant stated that he wanted a family restaurant, not a bar. All neighborhood attendees supported the project.
- *Compliance:* The rezoning request will be in general conformance with the 2014 General Plan. The future land-use map identified this area as commercial/floodplain/greenway corridors/aggregate areas. The request conformed with the commercial portion of that land use designation, and met the Land Use Goal relating to avoiding proximity of incompatible land uses. The request was not in general conformance with the zoning classifications in the immediate area; however, it may be a more appropriate zoning classification than the existing Industrial (I) zoning, due to the lack of a zoning buffer between the residential neighborhood to the west and the existing industrial zone. The zone change will also bring the existing restaurant use into conformance, as it was currently a legal non-conforming use; allow continued operation of a Chino Valley landmark; and reactivate a vacant building.
- *Commission recommendation:* The Commission recommended approval.

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Darryl Croft to adopt Ordinance No. 15-804 allowing the rezoning of the property generally located at 2879 Arizona Trail from Industrial (I) to Commercial Light (CL).

Vote: 7 - 0 PASSED - Unanimously

- g) Consideration and possible action to postpone, modify, or confirm the adopted Utility Rate Increases scheduled to go into effect in January 2016. Fiscal Impact will depend on action taken. (Joe Duffy, Finance Director)

Recommended Action: Confirm, postpone, or modify the Utility Rate Increases scheduled to go into effect in January 2016.

Mr. Duffy reported that:

- On February 12, 2103, the Council adopted Resolution No. 13-1005 adopting water and sewer rate increases for five fiscal years through January 2017. The fourth rate increase was scheduled for January 16, 2016. Staff had been discussing the options for instituting, modifying, or postponing these rate increases.
- Staff prepared a detailed analysis on the financial impact of postponing or modifying the rate increases, including other funding alternatives to offset the impact.
- As the Town's water rates were below the regional average, had lost \$122,000 last year, did not meet the debt coverage ratio, and owed \$1,057,000 to the General Fund, he recommended proceeding with that rate increase.
- As the Town's sewer rates were the highest in the region and state, had a better debt service coverage ratio, and was projected to break even this year, he recommended deferring this rate increase six months, reviewing the matter in May 2016, and covering the loss of \$67,000 by subsizing from the capital improvements fund per Resolution 04-711. As this fund was projected to have \$148,000 this year, the deferral will not have a significant impact.

Council discussion:

- They desired to give the sewer ratepayers a break, while not compromising the Town's financial stability.
- They preferred that capital improvement funds not be transferred until the review in May 2016.
- They supported postponing the sewer rate increase and allowing the water rate increase.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to postpone the January 1, 2016 sewer increase.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

None.

9) ACTION ITEMS RESUMED

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

None.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 7:30 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 10th day of November, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 8th day of December, 2015.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 12/08/2015
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2015, as prepared by Henry & Horne, LLP, Certified Public Accountants.

RECOMMENDED ACTION:

Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2015, as prepared by Henry & Horne, LLP, Certified Public Accountants.

SITUATION AND ANALYSIS:

Henry & Horne, LLP was retained by the Town to complete the audit for the fiscal year ended June 30, 2015.

The audit has been completed, and the final reports have been issued.

The reports were reviewed by the Finance Committee December 2, 2015.

Other Pertinent Documents Available Upon Request:

A printed copy of the report is being provided to Council and pertinent staff separately. The report will be available on the Town's website at <http://www.chinoaz.net>.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 12/08/2015
Contact Person: Ruth Mayday, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 25 minutes
Physical location of item: 306-05-031N

AGENDA ITEM TITLE:

Consideration, possible public hearing, and possible action to adopt Ordinance 15-805 to rezone approximately 16.44 acres from AR-5 (Agricultural/Residential, 5 acre minimum) to CL-PAD (Commercial Light - Planned Area Development Overlay) and MR-PAD (Multifamily Residential; Planned Area Development Overlay). Application: La Vacara Trust.

RECOMMENDED ACTION:

- (i) Hold public hearing if required;
- (ii) Adopt Ordinance No. 15-805 rezoning approximately 6.55 acres generally located within APS 306-05-031N from AR-5 (Agricultural/Residential, 5 acre minimum) to MR-PAD (Multi-family Residential, Planned Area Development) and approximately 9.7 acres from AR-5 to CL-PAD (Commercial Light; Planned Area Development) as stipulated.

MOTION: I move that Council approve Ordinance No. 15-805 rezoning approximately 6.55 acres generally located at 1460 West Road 4 North (within APS 306-05-031N) from AR-5 (Agricultural/Residential, 5 acre minimum) to MR-PAD (Multi-family Residential, Planned Area Development) and approximately 9.7 acres from AR-5 to CL-PAD (Commercial Light; Planned Area Development) subject to the conditions set forth in the ordinance. **VOTE.**

SITUATION AND ANALYSIS:

Issue Statement

The applicant is requesting rezoning of approximately sixteen acres (16.25) from Agricultural/Residential 5 Acre Minimum (AR-5) to the following: 9.7 acres to Commercial Light Planned Area Development (CL-PAD), and 6.55 acres to Multifamily Housing, Planned Area Development (MR-PAD). Applicant LaVacara Trust ("the Trust") also proposes to restrict the number and type of uses that would be allowed by right in the CL-PAD zoning district.

Summary of Issues and Staff Rationale

Summary

The Windmill House has been a fixture in the Town of Chino Valley since it first opened for business in 2006. This application represents the second attempt by LaVacara Trust in as many years to change the zoning for an approximately 16-acre parcel of land, where the Windmill House, a single casita, and a “Western Town” are located. The previous attempt in October of 2014 was denied, based on a supermajority vote with five (5) Town Council members in support, one (1) in opposition, and one (1) absent.

The Trust filed lawsuit against the Town in November of 2014 in Yavapai County Superior Court based on several perceived issues with the 2014 application and Planning and Zoning Commission and Town Council action. The lawsuit was decided in August, 2015, with the Court granting summary judgment in favor of the Town, effectively dismissing the case against the Town.

Mr. Cordovana states that he has already dedicated Right-of-Way and should not be required to dedicate additional width. He did dedicate 25’ of Right of Way along West 4 North, North 1 West, and West 5 North in the 1990’s, which was required for the project he proposed at that time. That project and dedication did not include the density and intensity of use now proposed by the Trust. While the Town and the Trust have been in a standoff since 2012, Mr. Cordovana, acting as Trustee for the Trust, recently agreed to dedicate the additional 25’ of Right-of-way that has been the basis for the previous revocation of both PAD zoning and CUP requests.

History

- 2003: Initial approval of Windmill House AR-5 with CUP5 years
- 2005: Issue building permit for Windmill House (January)
- 2006: Final building permit for Windmill House (May)
- Technical Review of JC Estates 80 acres (September)
- Town adopts Unified Development Ordinance (November)
- 2008: Senior Living /JC Estates 170 acres (October)
- 2009: Rezone 170 acres to PAD/CL, MR-1, SR-1, OS (Dedicate ROW, 2 year FDP)
- Minor General Plan Amendment
- Planning & Zoning recommends denial (April)
- Town Council approves rezoning and mGPA (June)
- 2011: LVT applies for mGPA, Zone Change, CUP 28 acres
- Two year deadline for FDP lapses (August)
- P & Z recommends denial of mGPA and ZC (September)
- P & Z recommends approval of CUP for Windmill House (September)
- Town Council considers several actions (November):

1. Ordinance No. 11-752: Revert the zoning district back to Agricultural/ Residential, 5 Acre minimum (AR-5). *Approved by Town Council.*
2. Ordinance No. 11-753: Rezone approximately 28 acres near the intersection of North Road 1 East and West Road 4 North from AR-5 to CL. *Denied by Town Council.*
3. Ordinance No. 11-754: Issue CUP11-002, allowing continued operation of the Windmill House and related uses. The Town Attorney provided an alternative, which set a 15-year horizon for the CUP, required dust mitigation, set forth a revocation process for the CUP and included the stipulations recommended by the Commission. *Approved by Town Council.*
4. Resolution 11-968: Revert the Minor General Plan Amendment and change the land use designation back to Medium Density Residential, 2 acres or less. *Approved by Town Council.*
5. Resolution 11-969: *Allow a change of land use designation for the Windmill House site,*

encompassing approximately 28 acres. Denied by Town Council.

- 2012 New business license application; no dedication of ROW
P & Z recommends revocation of CUP (September)
Town Council approves revocation of CUP (September)
- 2014 LVT submits new zone change application for PAD/CL (February)
Amends application to include PAD/MR (August)
P & Z recommends denial (September)
Protests require supermajority; Town Council votes 5-1; denial (October)
Applicant files suit in Superior Court (November)

After proper notice in compliance with ARS 9-462 and UDO §§1.9.2 Amendments, a neighborhood meeting was held on October 7, 2015 at the Council Chambers. In addition to the applicant and his attorney, approximately twenty citizens were in attendance, as were Development Services Director Ruth Mayday and Assistant Planner James Gardner. After a brief presentation describing the proposed project, citizens discussed the details of the proposal with Mark Sevejda and Joe Cordovana, trustee for the La Vacara Trust. Reaction to the proposal was mixed, but more favorable than previous meetings.

A public Hearing was held on Tuesday, November 3, 2015 at the Town Council Chambers, after proper notification in compliance with ARS 9-462 and UDO §§1.9.2 Amendments. Approximately 25 residents were in attendance; staff present included Development Services Director Ruth Mayday, Assistant Planner James Gardner, and Assistant Town Clerk Amy Pyatt-Lansa. Staff gave a lengthy presentation, describing the history of the project and the current application before the Commission. Mark Sevejda, attorney for La Vacara Trust, described the proposed project for Commission, after which the public hearing was opened. Two members of the public spoke in opposition to and one in favor of the project.

After closing the public hearing, the Commissioners discussed the stipulations attached to the proposed rezoning, and added the following additional requirements:

1. Traffic Impact Analysis performed prior to the rezoning in order to determine if any off-site improvements may be required.
2. That Council hold a second Public Hearing in order to garner input from the neighborhood.
3. The multi-family residential units shall be age restricted to 55 and older
4. A Preliminary Development Plan (PDP) shall be filed within two (2) years of the approval of zoning which shows phasing for the project, including a minimum 20% open space throughout the development.
5. That the applicant provide buffering and screening from automobile lights upon opening of Windmill House from adjoining properties.

Chair Rowitsch moved that the Town Council consider possible action to rezone 16.25 acres located at 1460 West Road 4 North/APN 306-05-031N from AR-5 (Agricultural/Residential 5 Acre Minimum) to MR-PAD (Multi-Family Residential; Planned Area Development) and CL-PAD (Commercial Light, Planned Area Development) with the conditions proposed by staff as well as the conditions proposed by the Planning and Zoning Commission. Commissioner Merritt seconded; the Commission voted 5-0 in favor of the motion, forwarding it to Town Council with an affirmative recommendation.

Findings of Fact

Staff finds that approving the proposed rezoning will be of benefit to the property owner and the Town.

It will provide a means by which the Windmill House can be reopened, providing the public with an additional activity and entertainment facility in the Town. The addition of the Multifamily Housing component will expand the availability of a variety of housing choices in the Town, making it in compliance with the General Plan.

Section 1.9.4.1 Planned Area Development Overlay District:

§§A: Provide for the orderly development of land consistent with the Unified Development Ordinance of the Town of Chino Valley (UDO) to permit flexibility in the design of residential, commercial, and/or industrial developments in conformity with the intent and purpose of the General Plan and Unified Development Ordinance.

1. The Development Plan required as a result of the PAD Overlay will provide staff with the tools necessary to mitigate impacts that the proposed project may have on the neighborhood, including modification of required setbacks and separations, landscaping, lighting plans, and the like;
2. The proposed zoning and uses meet the intent of the UDO as it provides for the social, physical, and economic advantages resulting from comprehensive and orderly planned use of land resources (§1.2 Administration; Purpose)
3. It provides an opportunity to develop a mixed-use district in a concentrated area that is within walking distance of the neighborhoods and populations it serves.

§§B: Modify underlying zoning district regulations to permit flexibility and innovation in developmental design and provide opportunities for unique or mixed-use development.

1. Provides additional Multiple Family housing opportunities
2. Provides an opportunity to develop a neighborhood services core that is within walking distance of the community it serves, and provides opportunity for future development as a mixed-use development.

§§C: Promote economical construction and maintenance of streets and utilities without compromising public safety and welfare.

1. Dedication of Right-of-Way will allow for future expansion of roads, should the traffic generated by the proposed uses interfere with the flow of traffic on West Road 4 North.
2. Any required infrastructure improvements are the full responsibility of the applicant to construct to Town standard and dedicate for perpetual maintenance.

§§D: Preserve and utilize open space and offer recreational opportunities close to residential uses.

1. Among the applicant's proposed uses for the Windmill House are offering recreational classes such as yoga to the public, meeting space for service clubs, and movie nights for families; the lakes and area offer a privately maintained park-like setting. The enrichment classes would benefit the community without expenditure of taxpayer dollars to support the activities offered.
2. The potential development of multiple family housing provides a mixed-use development in a contained area that does not rely on taxpayer-funded recreational amenities.

The General Plan recognizes that “There is a need for some additional types of land use patterns in Chino Valley to accommodate the needs of its multi-generational and aging population, its desires to create healthier and less costly lifestyle options, and promote a sustainable economy. “

1. Land Use Element Goal 1, Target Strategy 4: “Focus on development of community cores and on lifestyle choices in land use.”

4) Strive for developments that fulfill the Community Vision while allowing for flexibility and encouraging innovation. Approval of this rezoning will allow for development of a compact mixed-use neighborhood, which will permit certain amenities such as medical offices, meeting space, cafes, food service and the like within walking distance of the proposed residential element of the development. This type of development embodies the Community Vision’s focus on *diversifying business and employment opportunities, varieties in housing, and options in transportation*, as well as *"Focus(ing) on development of community cores and on lifestyle choices in land use."*

Recommendation

The Planned Area Development overlay (PAD) is ideal for regulation of the manner and placement of uses and structures in this case for a number of reasons. First, it allows staff to disallow those uses most objectionable to the surrounding neighborhood. The proposed uses would be those that serve the surrounding neighborhood rather than all uses allowed by right in the CL zoning district.

Second, it allows for modification of underlying zoning district regulations to allow for flexibility in design. In this instance, the applicant can be required to increase the landscaping required to buffer this use from adjacent residential properties to the west; strict application of landscaping regulations may result in an inadequate buffer for neighbors. Similarly, setbacks and separation requirements can be modified to better locate commercial and multifamily residential uses.

Third, it requires submittal, review, and Town Council approval of a Development Plan that sets forth current and future uses. The Development Plan must be reviewed by staff to ensure it is in compliance with the intent of the UDO and is subject to a Technical Review process. When staff determines that the plan meets the intent of the development standards and regulations of the underlying zoning district, it is forwarded to the Planning and Zoning Commission for consideration and recommendation, and then to Town Council for final approval. As the plan must undergo the same public hearing process as any other land use action requiring a public hearing, the public will have several opportunities to comment. The Development Plan is recorded after approval by Town Council, binding the uses and arrangement of structures in the plan to the land.

Finally, a Town of Chino Valley business license would not be issued unless and until a dedication of Right-Of-Way was made by the applicant, accepted by Town Council, and recorded at the Yavapai County Recorder’s Office. As a result, no business could be conducted on the subject property until the Right-of-Way dedication was irrevocably completed.

Resolution of this matter by approving the zoning change request will meet the needs of both the applicant and the community in several ways. First, it grants a permanent zoning district that establishes the use of the Windmill House as a use by right on the property, rather than allowing operation of the Windmill House by Conditional Use Permit. Permitted uses can be further conditioned to mitigate impact on the surrounding area. In addition, adherence to all requirements of the UDO and Town Codes would still apply; if the applicant fails to meet the conditions of the rezoning or comply with Town Code, his business license would not be issued, or once issued, revoked.

In addition to the stipulations provided by staff, the Planning & Zoning Commission included five (5) additional stipulations. Staff has included recommendations with regards to these stipulations as follows:

- **Traffic Impact Analysis (TIA) performed prior to the rezoning in order to determine if any off-site improvements may be required.** Public Works has consistently required a TIA as a routine matter of course of permitting for this and similar project. Requiring a TIA prior to rezoning would serve no useful purpose, as the traffic impact is dependent upon the number of units to be built.
- **That Council hold a second Public Hearing in order to garner input from the neighborhood.** All statutorily required notification for a second hearing has been given.
- **The multi-family residential units should be age restricted to 55 and older** Inclusion of age restrictions in zoning is inappropriate; such restrictions must be a stipulation affirmatively offered by the applicant, not imposed by the municipality.
- **A Preliminary Development Plan (PDP) shall be filed within two (2) years of the approval of zoning which shows phasing for the project, including a minimum 20% open space throughout the development.** Imposing this requirement on the applicant undermines the permanence of the proposed rezoning as it leaves open the possibility that the rezoning could be revoked, should the developer fail to meet the deadline. There are previously approved PAD rezoning actions where developers failed to meet deadlines such as this, yet the zoning has not been reverted to its previous classification. Further, a mixed-use/multi-family housing development may not need a full 20% of its property reserved for open space.
- **That the applicant provide buffering and screening from automobile lights upon opening of Windmill House from adjoining properties.** Staff supports the requirement to screen adjacent properties from automobile lights upon opening of the Windmill House. Final determination of adequate screening will be made by the Zoning Administrator.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 15-805

ORDINANCE NO. 15-805

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 16.25 ACRE(S) OF REAL PROPERTY GENERALLY LOCATED AT 1460 WEST ROAD 4 NORTH, FROM AGRICULTURAL-RESIDENTIAL 5 ACRE MINIMUM (AR-5) ZONING DISTRICT TO APPROXIMATELY 9.81 ACRES OF COMMERCIAL LIGHT (CL) AND 6.44 ACRES OF MULTIFAMILY RESIDENTIAL (MR) ZONING DISTRICTS, ALL WITH A PLANNED AREA DEVELOPMENT OVERLAY ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, by adoption of this Ordinance, the Town Council desires modify underlying zoning district regulations to permit flexibility and innovation in developmental design and provide opportunities for unique or mixed-use development, unique or mixed-use development and preserve and utilize open space and offer recreational opportunities close to residential use; and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

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

WHEREAS, the Planning and Zoning Commission, by a vote of 5-0 recommends approval of the rezoning;

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

Section 1. In General.

1. The Windmill House Planned Area Development Plan, defined in Paragraph 3 herein and attached hereto as Exhibit 3, is hereby approved.

2. The Official Zoning Map of the Town of Chino Valley, Arizona, is hereby amended by changing the zoning classification of property consisting of approximately 16.5 acres, described in the legal description, Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, (the “Property”) both attached hereto and incorporated herein by this reference, from Agricultural-Residential 5-acre minimum (AR-5) Zoning District to approximately 9.81 acres of Commercial Light (CL) and 6.44 acres of Multifamily Residential (MR) Zoning District, all with a Planned Area Development Overlay Zoning District, in accordance with the Development Plan, as defined in Paragraph 3 herein.

3. The following definitions shall apply:

a. "Project" shall mean the "Windmill House PAD" containing approximately 16.25 acres, generally located at 1460 West Road 4 North.

b. "Development Plan" shall mean that certain document submitted pursuant to Section 1.9.4.3 of the Unified Development Ordinance, as follows:

Exhibit 3: Development Plan Exhibit of Windmill House Planned Area Development, dated November 3, 2015.

4. The Property described in Paragraph 2 of this Section shall be used and developed in accordance with the Development Plan and the Town of Chino Valley Unified Development Ordinance. In addition to conformance with the Development Plan, development of the Property shall be subject to the following conditions:

a. Dedication to Chino Valley for East Road 4 North and East Road 1 North rights-of-way that are adjacent to the Property shall be completed prior to the effective date of this ordinance. Failure to complete dedication prior to the effective date of this ordinance may result in reversion of the zoning to the prior zoning classification.

b. Dedication of East Road 4 North shall extend 25' from the center line and dedication of East Road 1 North shall extend 50' from the center line.

c. Uses in the Commercial Light zoning district shall be limited to the following:

1. Restaurants, cafes and coffee shops
2. Business and professional offices; banks and similar uses
3. Business, Trade, Dancing, art, music and other educational facilities
4. Indoor and outdoor sales of nursery stock
5. Public utility buildings, structures, or appurtenances thereto for public service use
6. Indoor theaters, assembly halls
7. Commercial greenhouses
8. Catering services for off-site events
9. Casita for overnight stays
10. Festivals in compliance with UDO Section 3.15 CL: Commercial Light; Section D: Temporary Uses
11. Western Town activities, subject to final inspection and approval of all structures by Building Official (or his/her designee) prior to initiation of public activities

d. Uses in the Multiple Family Residential (MR) zoning district shall be in accordance with UDO § 3.13 Multiple Family Residential and limited to the 6.55 acre parcel identified on the Development Plan.

e. Prior to construction of any new structure, building, appurtenance, utility, grading, landscaping or other improvements to the Property other than maintenance or refurbishment of the existing buildings, the Developer shall submit and obtain final approval of a

detailed Site Plan. The Site Plan shall be in conformance with all applicable Town Codes, building codes, and engineering requirements unless otherwise modified herein.

f. After the Site Plan has been approved, no structure, building, appurtenance, or utility shall be constructed or installed unless it is in conformance with the Site Plan or approved by the Development Services Director who may, at his or her discretion, require submission and approval of an amended Site Plan, depending upon the amount of nonconformity.

g. Approval of this ordinance confers no additional entitlements or rights to the owner or applicant other than those that are specifically set forth herein.

h. All existing structures or areas within 100 feet of public/common areas shall not be opened for use by the public until they are inspected by the Building Official (or his designee) and conform to currently adopted Town of Chino Valley Building Codes. No business license shall be issued until said inspections have been performed and all deficiencies have been corrected.

i. Construction of multifamily housing shall be in conformance with the Town's requirements for extensions of municipal sewer and water service from its closest termination point to the site and may require submittal of an Amended Site Plan and/or a Development Agreement.

j. Any amplified music or other noise associated with the use of the Property shall not exceed 60 decibels at the property boundary adjacent to any residential use.

h. The developer shall install additional landscaping, as approved by the Zoning Administrator, to further screen adjacent properties from automobile lights emanating from the subject property.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of December, 2015 by the following vote:

AYES: _____
NAYS: _____

ABSENT: _____
ABSTAINED: _____

APPROVED this 8th day of December, 2015.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Curtis, Goodwin, Sullivan, Udall &
Schwab, PLC, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)
3. Windmill House Development Plan

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 15-805 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 8th DAY OF DECEMBER, 2015, WAS POSTED IN THREE PLACES ON THE ____ DAY OF DECEMBER, 2015.

Jami C. Lewis, Town Clerk

EXHIBIT 1: LEGAL DESCRIPTION

306-05-031N

PRACEL A
REVISED
August 20, 2015

All that portion of Section 4, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

Beginning at the South One Quarter corner of said Sec. 4;
Thence N00°50'25"W 25.03 feet along the N-S mid-sec. line to the ;
Thence S87°52'55"E 152.10 feet to the TRUE POINT OF BEGINNING;
Thence N00°50'25"W 724.23 feet;
Thence northerly 54.31 feet on a curve to the right, said curve having a delta of 19°11'13" and a radius of 162.19 feet and a cord of N49°37'05"E 54.06 feet;
Thence N15°09'53"E 269.77 feet;
Thence N78°27'22"E 191.18 feet;
Thence N15°08'20"E 368.36 feet;
Thence N74°35'56"E 195.73 feet;
Thence S01°24'26"E 1488.36 feet;
Thence N87°52'55"W 610.42 to the true point of beginning, containing 16.25 acres.

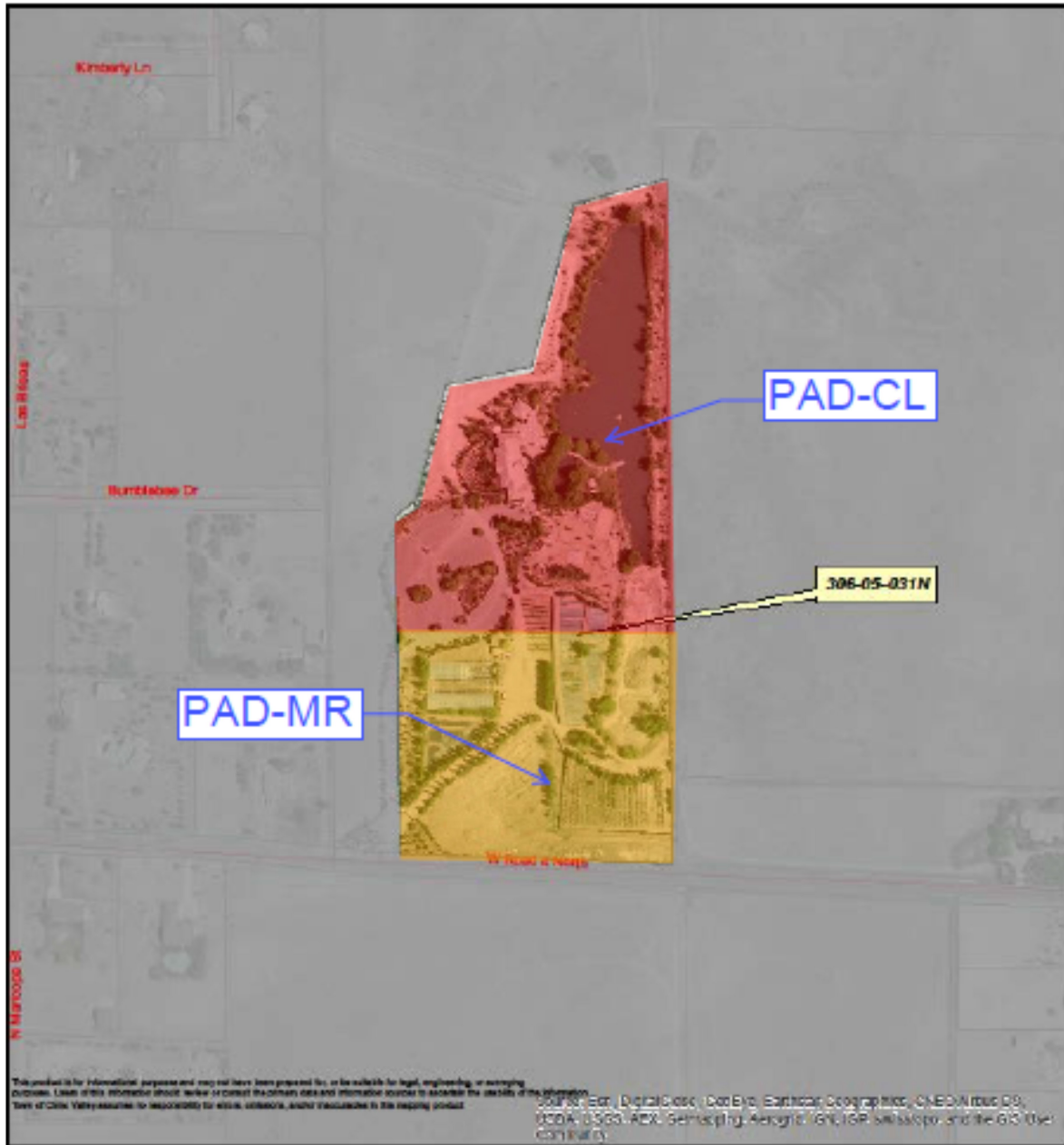
Together with and subject an easement for Ingress, Egress, Utilities and Landscaping over and across the following described parcel:

Beginning at the South One Quarter corner of said Sec. 4;
Thence N00°50'25"W 25.03 feet along the N-S mid-sec. line to the ;
Thence S87°52'55"E 113.11 feet to the TRUE POINT OF BEGINNING;
Thence N01°34'14"W 367.00 feet;
Thence northerly 110.75 feet on a curve to the right, said curve having a delta of 48°48'48" and a radius of 130.00 feet and a cord of N23°36'09"E 107.43 feet;
Thence N18°31'19"W 102.60 feet;
Thence northerly 170.28 feet on a curve to the right, said curve having a delta of 60°09'15" and a radius of 162.19 feet and a cord of N09°56'52"E 162.57 feet;
Thence S00°50'25"E 724.23 feet;
Thence N87°52'55"W 38.99 feet to the true point of beginning.



EXPIRES 12 31 2016

EXHIBIT 2: ZONING EXHIBIT



La Vacara Trust Rezone



Date: 11/2/2015
User ID: Janice Gendron



1 inch = 278 feet

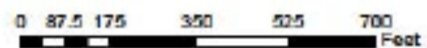
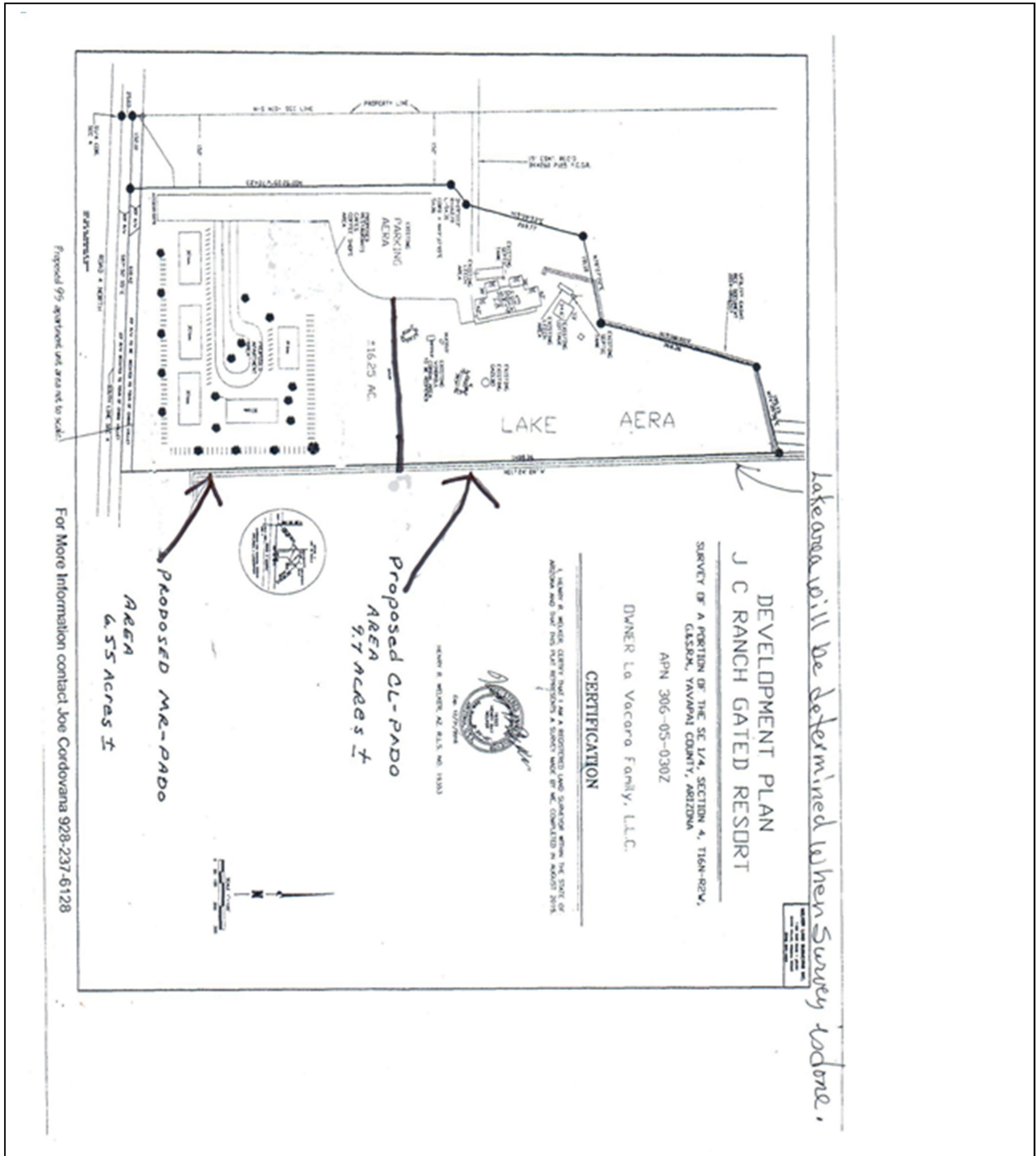


EXHIBIT 3: WINDMILL HOUSE DEVELOPMENT PLAN



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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 12/08/2015
Contact Person: James Gardner, Associate Planner
 Phone: 928-636-2646 x-1295
Department: Development Services
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: Santa Fe Trail and Shooting Range Road

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution 15-1069 for the purpose of applying for an Arizona Game and Fish Shooting Range Development Grant for the purpose of constructing and operating a trap shooting range.

RECOMMENDED ACTION:

Adopt Resolution 15-1069, approving a grant application for an Arizona Game and Fish Shooting Range Development Grant for the purpose of constructing and operating a trap shooting range.

SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Resolution 15-1069

RESOLUTION NO. 15-1069**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE ARIZONA GAME AND FISH DEPARTMENT FOR A SHOOTING RANGE DEVELOPMENT GRANT RELATED TO SHOOTING RANGE IMPROVEMENTS AT AND NEAR THE EXISTING SHOOTING RANGE**

WHEREAS, the Town Council of the Town of Chino Valley desires to improve the economy of the community by creating jobs through economic development; and

WHEREAS, the Town Council has determined that the property located on what is known as Shooting Range Road would be an ideal location for additional shooting range activities; and

WHEREAS, construction and operation of a trap shooting range would be of public benefit by educating members and non-members of sportsmen's clubs about gun safety, as well as the benefit to wildlife and environmental management; and

WHEREAS, the Town of Chino Valley intends to construct a trap shooting range with grant funds and, upon final acceptance by the Town, to maintain said equipment and ranges in perpetuity;

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

1. That it hereby authorizes submission of a grant application to the Arizona Department of Game and Fish for a shooting range development grant for the purpose of construction and operation of a trap shooting facility; and

2. That it authorizes the Mayor and, in the Mayor's absence the Vice Mayor, to execute all documents reasonably necessary for submission of the grant application; and

3. That it agrees to construct said improvements if the funding is made available and, upon final acceptance of the equipment by the Town, to accept the equipment and maintain it in perpetuity.

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of December, 2015.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify the above foregoing Resolution No. 15-1069 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 8, 2015, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. d.

Meeting Date: 12/08/2015

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

Department: Council

Item Type: Action Item

Estimated length 15 minutes

of staff presentation:

Physical location of item: Wastewater Treatment Plant, 2190 Rodeo Drive, Old Home Manor

AGENDA ITEM TITLE:

Presentation, discussion, and possible action to direct staff to publish a Notice of Intention to Amend Municipal Wastewater Fees and Charges Related to Disposal of Septage at the Town of Chino Valley Wastewater Treatment Plant and set a public hearing date on the adoption of said fees; along with a brief presentation on the status of the plant.

RECOMMENDED ACTION:

Move to set a public hearing date for January 26, 2016 and to direct staff to publish the Notice of Intention to Amend Municipal Wastewater Fees and Charges Related to Disposal of Septage at the Town of Chino Valley Wastewater Treatment Plant not less than 20 days before January 26, 2016; and/or direct staff to further investigate the feasibility of receiving septage at the wastewater treatment plant.

SITUATION AND ANALYSIS:

Issue Statement

Mayor Marley requests Town Engineer Gritman brief Council on this matter.

In February of 2012 the last septage bill was sent to last user. After this date the company that was performing the operation and maintenance of the WWTP ceased accepting septage due to what was believed to be the receipt of septage that caused a dire impact on the plant.

The Town took over the operation and maintenance of the WWTP in April 2015. Since this time, staff has worked diligently to get the O&M of the plant up to industry standards. The grit separator is now on-line, along with other equipment replacements and updates, staff now believes that we can again begin the process of accepting septage.

Staff proposes to update the new septage fee to \$0.13 per gallon. Attached is a proposed resolution that will set this new fee. To adopt the fee, Council must adopt a notice of intention to increase wastewater fees by motion at a regular council meeting and set a date for a public hearing on the proposed fees. A

copy of the notice of intention with date, time and place for the public hearing must be published one time in a newspaper of general circulation in the Town not less than 20 days before the public hearing date. After the public hearing, council may adopt the fees by resolution.

During this time, staff will be developing an agreement that each septage hauler must execute prior to being permitted to dump at the WWTP. This agreement will call for the Town to take a sample from every load dumped at the plant. If the plant suffers an adverse impact to its operation, and it can be traced back to a sample attributable to a specific hauler, the hauler will be required to reimburse the Town for all expenses associated with the event. Haulers will be required to carry insurance and/or post a bond to ensure that they will be able to pay the expenses in the event of an incident.

Staff proposes to limit the number of septage dumps to a maximum of 3 loads per day. Town staff will monitor and control each dump into the plant. The old method of allow free access to the dump facility will not be allowed. Septage will be received only during normal business hours.

The reception of septage will provide the necessary funding to support future plant O&M activities. For example, the Town's membrane system at the WWTP has a 10 year lifecycle. Approximately 50% of the membranes have been in operation for 11 years. The replacement of these entire membrane system of 4,000 cartridges costs approximately \$500,000. By accepting septage at the proposed rates and quantities an excess of \$250,000 can be raised. This funding can be used to provide the Town with the necessary resources to fund these replacements.

Currently, the septage is introduced into the wastewater process through a machine called "The Muffin Monster" (MM.) The MM has not been in operation since 2012. Through the efforts of Town staff, this machine has been brought back into operation. However, staff has found other equipment that will better serve the ability to receive septage and offer better protection of the membranes that are the heart of the WWTP. This is a Huber Septage Receiving Station. The estimated cost of this Huber Septage Station is \$190,000.00.

Other required improvements that will be necessary for the WWTP will be the installation of a back-up "opened throat" pump at the lift station. This is necessary because the existing back-up pump that is currently in place is not capable of dealing with the rags that are seen at the lift station.

Staff proposes to fund these improvements over the next 3 years and use the funds from the septage receiving as the source of funds for these projects. Over the next three years, these projects will be outlined in each budget and Council will be able to weigh in and direct where these funds will ultimately be expended.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: none

If Yes, Budget Code:

Available:

Funding Source:

Attachments

WWTP Presentation

Notice of Intent

WWTP Summary

The Public Works Department

December 8, 2015

Ron Grittmann, P.E.

Public Works Director/Town Engineer

WWTP Summary

- February 2012 was the last billing statement that was sent out to a hauler.
- This was the last time septage has received at the WWTP.
- The Town took over O&M functions for the WWTP in April 2015 and has brought the O&M up to industry standards.
- The plant has experienced several problems since it's construction.
 - Rags at the lift station
 - A septage incident that resulted in the previous operator no longer allowing for its reception.

















WWTP Summary

- The acceptance of septage will provide the necessary funding to continue the upgrades to the WWTP.
- Current proposed upgrades are:
 - Replacement of the membranes
 - Replacement of the Muffin Monster with a Huber Septage Receiving Station
 - Replacement of existing back-up pump with an “open-throat” pump that is capable of handling the ragging problem.
- These projects will come to the Council at a later date through the normal budgeting processes.
- To date, the WWTP has never violated the ADEQ permit. Staff commits to continuing this standard.

Questions????



TOWN OF CHINO VALLEY, ARIZONA PUBLIC NOTICE

NOTICE OF INTENT TO AMEND MUNICIPAL WASTEWATER FEES AND CHARGES FOR SEPTAGE DISPOSAL AT THE TOWN OF CHINO VALLEY WASTEWATER TREATMENT PLANT PURSUANT TO A.R.S. § 9-511.01

The Town Council of the Town of Chino Valley, Yavapai County, Arizona, at a public meeting on December 8, 2015, adopted a motion to direct staff to publish a Notice of Intention that the Town of Chino Valley intends to amend its municipal wastewater fees and charges related to disposal of septage at the Town of Chino Valley Wastewater Treatment Plant by commercial and other septage haulers.

The proposed fees and charges are based upon a written report and data prepared by the Town Public Works Department.

The following Septage Discharge Rates are proposed:

Fee	Fee Amount	When Assessed
Deposit per Waste Hauler	\$5000.00	To be paid prior to the first time a hauler discharges septage at the Town's Wastewater Treatment Plant.
Septage Discharge Rate	\$0.13 per gallon	Charged to the hauler for each gallon of septage discharged by the hauler and received at the Town's Wastewater Treatment Plant.

A copy of the written report and data supporting the septage disposal fees is available during normal office hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m. in the office of the Town Clerk, 202 N. State Route 89, Chino Valley, Arizona 86323. Persons wishing to comment on the proposed changes may do so, in writing, prior to the public hearing to be held on the date listed above or may testify in person at the hearing.

The Chino Valley Town Council will consider approving these proposed rates in a Public Hearing at its regular council meeting to be held January 26, 2016 at 6:00 p.m. in the Council Chambers, 202 N. State Route 89, Chino Valley, Arizona 86323.

THE ABOVE SEPTAGE DISPOSAL FEES AND CHARGES WILL BECOME EFFECTIVE THIRTY (30) DAYS AFTER APPROVAL BY THE TOWN COUNCIL.

Dated this ____ day of _____, 2015.

TOWN OF CHINO VALLEY

Jami Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 12/08/2015
Contact Person: Ron Grittman, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to cancel the Professional Services Contract with Civiltec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project, in the amount of \$175,120.00.

RECOMMENDED ACTION:

Move to cancel the Professional Services Contract with Civiltec Engineering, Inc., for the preparation of engineering construction plans for the Old Home Manor Industrial Park project.

SITUATION AND ANALYSIS:

Issue Statement

On August 11, 2015, the Town entered into the professional services agreement with Civil Tec Engineering for the preparations of the necessary engineering documents necessary for the extension of Road 4 North and the extension of water and sewer lines to the Old Home Manor Industrial Park. The oversight professionals at the Economic Development Agency (EDA) would not accept this scope of work and agreement because of the age of the statement of qualifications (SOQ.) EDA would have only accepted the Town's SOQ process if had been 2-3 months old. The Town has not sought up to date SOQ's since 2011.

Under the professional services contract, the Town can terminate the agreement with 10 days written notice at any time. The Town is required to pay CivilTec for its services rendered under the agreement up until the date of termination. Town Staff knew that the termination of the agreement was a possible outcome when it was presented in August 2015, and did not allow Civil Tec to move forward with any billable activities. Therefore, this termination of the agreement will have no financial impact to the Town.

A new SOQ has been advertised for this project. The new SOQ is attached for additional information.

Applicable "Policy"

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: none

If Yes, Budget Code:

Available:

Funding Source:

Attachments

New RFP

REQUEST FOR PROPOSALS
By the
TOWN OF CHINO VALLEY, ARIZONA

**ENGINEERING SERVICES FOR DESIGN OF PUBLIC
IMPROVEMENTS FOR WATER, SEWER, AND
ROADWAY INFRASTRUCTURE FOR THE OLD HOME
MANOR INDUSTRIAL PARK**

NOVEMBER 14, 21, 28, and December 5, 2015 Publication Dates

The Town of Chino Valley, Arizona is requesting proposals for engineering services that will result in the development of engineering construction plans and specifications for the extension of water lines, sewer lines, and the extension of Road 4 North to the Old Home Manor Industrial Park.

Background

The Town of Chino Valley (Town) has been awarded a grant from the U.S. Economic Development Administration (EDA) under the Public Works Program to assist design and construction of water, sewer and roadway improvements to serve Old Home Manor Industrial Park. The Old Home Manor Industrial Park is a planned 120 acre development and job center for the Town of Chino Valley.

Engineering services are required for development of construction plans and specifications for water, sewer, and roadway infrastructure to support a large portion of the industrial park. The project will include the extension of water from its current terminus at the Santa Cruz Wash and Perkinsville Road to the intersection of Jerome Junction and Rodeo Drive. Sewer will also be extended from the Santa Cruz Wash sewer main to the intersection of Jerome Junction and Rodeo Drive. Road 4 North will be extended from the intersection of Colorado Way and Arizona Trail to the northwest corner of Old Home Manor then turns south to the intersection of Jerome Junction and Rodeo Drive. Once engineered construction plans and specs are completed the Town intends to immediately proceed with the bid phase for construction of the project. The Town intends to perform the construction management in-house, but the selected engineer will need to provide construction administration as needed.

Scope of Work

The selected firm's work shall involve as a minimum the following tasks:

- Design Field Surveying
- Preparation of detailed construction plans, specifications, and construction details
- Site analysis, demonstrating future expansion
- Preparation of engineer's cost estimate
- Preparation of a Letter of Map Revision in accordance with FEMA Standards

- Assistance during bidding process to verify budgets and their relationship to local conditions
- Review and recommendation of construction bid award

Design Field Surveying

The consultant shall provide the necessary field surveying sufficient for the design of the proposed improvements and for preparation of construction plans. Horizontal and vertical control for the design shall be developed from existing Town coordinate system and benchmark datum. The selected consultant shall provide sufficient control points for future work in project construction.

Plans and Specifications

The consultant shall provide for the development of the necessary construction plans and specifications based on the design review comments and local conditions. The plans shall be plan and profile type drawings, prepared according to Town and industry standards.

All above-ground and below-ground objects that may be affected by or conflict with the proposed facilities such as trees, roads, utilities, culverts, signs, etc., shall be clearly shown on the plans.

The project shall include the extension of water from its current terminus at the Santa Cruz Wash and Perkinsville Road to the intersection of Jerome Junction and Rodeo Drive. Sewer will also be extended from the Santa Cruz Wash sewer main to the intersection of Jerome Junction and Rodeo Drive. Road 4 North will be extended from the intersection of Colorado Way and Arizona Trail to the northwest corner of Old Home Manor then, turning south to the intersection of Jerome Junction and Rodeo Drive, including the necessary box culvert structure over the Santa Cruz Wash.

Plans shall include details of connections to existing utilities and shall include applicable Town and Federal standards and details for bidding and construction. Additional details to clearly show any other proposed construction shall also be provided.

The project specifications shall conform to federal, state, and local laws. The project specifications shall include general provisions that will be subject to review by EDA and the Town Engineer/Town Attorney. The specifications shall include, but not limited to, a bid schedule, description of bid items and prevailing wage determinations.

At completion of the project, the Town shall be provided an original set of as-built plans, details and specifications for its use.

Engineer's Cost Estimate

The selected firm shall prepare an estimate of probable construction costs prior to calling for bids of construction. The estimate shall be based on the bid schedule, local construction costs (including Davis-Bacon wage rates) and anticipated contingencies.

Preparation of Letter of Map Revision in accordance with FEMA

The selected firm shall prepare the necessary documents for the construction of a box culvert for Road 4 North, crossing the Santa Cruz Wash, and convey the 100 year storm event within the structure. The engineer will prepare the necessary Conditional Letter of Map Revision and the final Letter of Map Revision in accordance with FEMA standards and requirements.

Bid Process Assistance

The selected firm shall assist Town staff during the bidding process. Consultant shall respond to questions from prospective bidders and shall prepare written addenda as necessary. Consultant shall be present at the bid opening.

Review and Recommendation of Bid Award

At the discretion of the Town, the selected firm shall review all bids submitted and make appropriate recommendations for award. His or her review shall include preparation of bid abstract and comparison.

Request for Proposals (RFP)

The requested proposals shall be prepared on company stationery and shall include the following items as minimal information for consideration by the Town:

- Name and address of engineering firm submitting the proposal.
- Description of the firm's engineering services and abilities that relate directly to this project, as requested by the Town.
- Identify the firm's staff that will be assigned to this project and brief description of the project team's organization.
- Identify who will design the facility.
- State who will be assigned as the project manager for the project.
- Include resumes of the firm and project team members.
- Provide a time line for completing the project meeting the requirements of this RFP.
- Provide references of clients for whom the firm has provided similar work.

- Identify firms and/or consultants that will provide subcontract services for the project.

The Town shall use a point system evaluation for selecting the consultant. The following items describe what areas will be considered in this process.

- Consultant's scope of work methodology and work plan (maximum score 25 points).
- Experience, qualifications, and ability to perform the project meeting these requirements (maximum score 25 points).
- Project management, including project schedule (maximum score 25 points).
- Firm's performance on other similar projects particularly quality of work, content, budget control, cooperativeness and responsiveness (maximum score 25 points).

Once a consultant is selected, the specific fee for the described work will be negotiated. The point rating system is not intended to imply skill and ability to perform the work identified in this RFP, rather firms scoring above a 70 shall all be deemed competent in performing the necessary engineering.

Requested Submittal

Please submit three (3) copies of your proposals, to the following address no later than 2:00 p.m., on December 30, 2015 at the following location:

Attention: Ron Grittman
Public Works Director/Town Engineer
1982 Voss Drive, Suite 201
Chino Valley, AZ 86323

If you have any questions concerning this request, please contact Mr. Ron Grittman or Michael Lopez at (928) 636-7140. Thank you for taking the time to respond to this request.

Sincerely,

Mr. Ron Grittman
Public Works Director/Town Engineer



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 12/08/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on the Planning and Zoning Commission.

RECOMMENDED ACTION:

Appoint applicants to the Planning and Zoning Commission per the Appointments Subcommittee's recommendation.

SITUATION AND ANALYSIS:

Issue Statement

The Council Appointments Subcommittee met on November 9, 2015 to review applications for the Planning and Zoning Commission and Board of Adjustment. Their recommendations are below.

Applicable "Policy"

- UDO §§ 1.4 Planning and Zoning Commission and 1.5 Board of Adjustment
- Resolution No. 482 Appointments Policy
- Town Code § 30.071 Boards, Committees and Commissions

Satisfaction of "Policy"

Public Body members are appointed by and serve at the pleasure of the Council.

Summary of Issues and Staff Rationale

Council's appointment of Corey Mendoza to the Council left a vacancy on the Commission. Staff received five applications for the position, including one from the current Alternate Commissioner.

The current vacancy on the Board of Adjustment was for the Alternate position. Staff received two applications.

After reviewing the applications in executive session, they are recommending that Council appoint the following:

- *Planning & Zoning Commission* - Claude Baker, the current Alternate Commissioner, to the Regular position with term ending January 31, 2016; and Julie Van Wuffen to the Alternate position with term ending January 31, 2016. As these two positions, as well as two other Regular positions, will be expiring on January 31, 2016, the Subcommittee recommended that, if staff received no other applications except from those currently occupying those seats, Council extend these four positions through their next terms.
- *Board of Adjustment* - The Subcommittee made no recommendations at this time, preferring to appoint a more qualified candidate.

Findings of Fact

N/A

Other Pertinent Documents Available Upon Request:

Applicant applications.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

November 9, 2015 minutes

DRAFT

TOWN OF CHINO VALLEY COUNCIL APPOINTMENTS SUBCOMMITTEE MINUTES

**MONDAY, NOVEMBER 9, 2015
4:00 P.M.**

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

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

Staff Present: Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER

Vice-Mayor Croft called the meeting to order at 4:03 p.m.

2) ROLL CALL

3) APPROVAL OF MINUTES

- a) Consideration and possible action to approve September 9, 2015 minutes.

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

Vote: 3 - 0 PASSED - Unanimously

4) OLD BUSINESS

5) NEW BUSINESS

- a) The Council Appointments Subcommittee may vote to recess the public meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of recommending to the Town Council the appointment of: (i) Claude Baker, Alex Harris, Kathryn Napp, Julie Van Wuffen, and Mark Vucich to fill the vacancy on the Planning and Zoning Commission; and (ii) Kathryn Napp and Julie Van Wuffen to fill the vacancy on the Board of Adjustment.

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to adjourn into executive session.

Vote: 3 - 0 PASSED - Unanimously

Vice-Mayor Croft reconvened the public meeting at 4:20 p.m.

- b) Consideration and possible action to recommend appointment of applicants to the Planning and Zoning Commission and Board of Adjustment.

Lewis reported that:

- Planning & Zoning Commission: Council's appointment of Corey Mendoza to the Council left a vacancy on the Commission. Staff had advertised for the opening, as well as invited the applicants for the Council positions to apply. Four of the Council applicants, as well as current Alternate Commissioner Claude Baker, requested to be considered for the position. Should the committee recommend appointment of Mr. Baker to the regular Commission seat, they should recommend appointment of another to the Alternate position.
- In addition, the terms for the vacant Regular position, the Alternate position, and two other Regular positions, will expire in January. As no other applications had been received thus far, staff desired the subcommittee's input on re-appointment for these four positions.
- Board of Adjustment: The current vacancy on the Board of Adjustment was for the Alternate position. Should the subcommittee appoint current board member, Mark Vucich, to the Commission, they could fill that position, as well.
- As all applicants had been interviewed this year, Vice-Mayor Croft had not recommened conducting interviews again.

MOVED by Councilmember Mike Best, seconded by Councilmember Lon Turner to recommend Claude Baker to the regular position with term ending January 31, 2016, and Julie Van Wuffen to the alternate position of the Planning and Zoning Commission with term ending January 31, 2016.

Vote: 3 - 0 PASSED - Unanimously

Mayday stated that she was unsure if the other two commissioners were going to apply for re-appointment.

Members recommended, if no other applications were received in the next few weeks, that Council extend all these positions through the next term. Members also suggested that staff contact Council applicant Mark Widtfeldt about serving on the BOA.

The Subcommittee took no action on the Board of Adjustment.

6) **ADJOURNMENT**

Vice-Mayor Croft adjourned the meeting at 4:22 p.m.

Dated this 10th day of November, 2015.

By: *Jami C. Lewis*

Approved: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 8. a.

Meeting Date: 12/08/2015
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Executive Session
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to recess the public meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position in pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Town v. JNJ Construction, Inc.

RECOMMENDED ACTION:

Recess the public meeting and hold the executive session.

Other Pertinent Documents Available Upon Request:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position in pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Town v. JNJ Construction, Inc. (Phyllis Smiley, Town Attorney)

Fiscal Impact

Fiscal Impact?: none
If Yes, Budget Code:
Available:
Funding Source:

Attachments

No file(s) attached.