



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY DECEMBER 11, 2018
6:00 P.M.**

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

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

AGENDA

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

- a. Recognition of Lon Turner for his year of service as Vice-Mayor of Chino Valley. (Cecilia Grittmann, Town Manager)
- b. Administer Oaths of Office to Mayor-Elect Darryl Croft and Councilmembers-Elect Mike Best, Cloyce Kelly, Corey Mendoza, and Lon Turner. (Cecilia Grittmann, Town Manager)
- c. Council will recess for a brief reception to welcome the re-elected Mayor and Councilmembers.
- d. Consideration and possible action to nominate and elect a Councilmember to serve as Vice-Mayor.

Recommended Action: The new Mayor shall nominate, and the new Council shall select, a Councilmember to serve as Vice-Mayor.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Annual Report by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property.
- b. Report by Council-appointed representative Chris Marley regarding the current status of the Northern Arizona Municipal Water Users Association (NAMWUA), Upper Verde River Water Protection Coalition (UVRWPC), and Groundwater Users Advisory Committee (GUAC).

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a. Comments regarding storage of garbage cans; garbage collection and the Town's noise ordinance; odor issues from too many cattle on some properties; and fire hazards from lack of property maintenance in some areas. (Joe Duffy, Finance Director)
- b. Request that Council do everything possible to keep the Town's public shooting range open to the public.

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 Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

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

- a. Consideration and possible action to approve expenditure of \$48,000 Governor's Office of Highway Safety grant funds to purchase an unmarked, aggressive driving vehicle for use in traffic details. Also request authorization for expenditure of no more than \$10,000 from the general fund which was budgeted in this year's fiscal budget. (Chuck Wynn, Police Chief)
- b. Consideration and possible action to continue receiving interim consultant services for the Development Services Director position, through Interim Public Management (IPM). (Laura Kyriakakis, Human Resources Director)

- c. Consideration and possible action to update the appointment of Councilmembers and staff to various regional and state entity committees. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to update the Council Subcommittee roster. (Jami Lewis, Town Clerk)
- e. Consideration and possible action to adopt the 2019 Base Council Meeting Schedule. (Jami Lewis, Town Clerk)
- f. Consideration and possible action to accept the November 13, 2018 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. Presentation of Mayor's Recognition Award, recognizing Darlene J. Westcott, "Librarian Extraordinaire," for 23 years of dedicated service to Chino Valley's children and families; and for consideration and possible action, to adopt Resolution No. 18-1132 naming certain Town facilities as the Darlene J. Westcott Children's Library. (Mayor Croft and Scott Bruner, Community Services Director)

Recommended Action: Adopt Resolution No. 18-1132 naming certain Town facilities as the Darlene J. Westcott Children's Library.

- b. Consideration and possible action to adopt Ordinance 18-852, rezoning 7.06 acres of real property from AR-5 (Agricultural Residential-5 acre minimum) zoning district to SR-2 (Single Family Residential-2 acre minimum) zoning district. The property, Assessor's Parcel No. 306-21-119, is generally located approximately 900 feet east of Sycamore Vista Drive and 638 feet north of West Center Street. (Owner of Record: Horst A. Gempe) (Alex Lerma, Planner)

Recommended Action: Approve to adopt Ordinance 18-852, rezoning 7.06 acres of real property from AR-5 (Agricultural Residential- 5 acre minimum) zoning district to SR-2 (Single Family Residential- 2 acre minimum) zoning district.

- c. Consideration and possible action to approve Ordinance 18-858 to rezone 2.71 acres of real property, Assessor Parcel No. 306-04-010U, located approximately 375 feet east of the northeast corner of State Route 89 and Road 4 North intersection at 868 East Road 4 North from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district. (Owner of Record: Corey and Robin Mendoza) (Alex Lerma, Planner)

Recommended Action: Approve to adopt Ordinance 18-858 to rezone 2.71 acres of real property from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district for Assessor Parcel No. 306-04-010U.

- d. Consideration and possible action to approve and authorize Mayor Croft to sign the Fourth Amendment to Lease Agreement and the Memorandum of Fourth Amendment to Lease Agreement with Sun State Towers III, LLC, both related to a revised legal description, access easements and utility easements for the Wireless Communications Tower at Town Hall. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve and authorize Mayor Croft to sign the Fourth Amendment to Lease Agreement and the Memorandum of Fourth Amendment to Lease Agreement with Sun State Towers III, LLC.

- e. Presentation regarding staff performing Community Dialog regarding the proposed Road Maintenance Program and its possible funding by a property tax, as well as communicating the proposed ballot measure to buy water companies. Staff will be offering feedback to the Council about the Community Dialog sessions in preparation for Council's January 8, 2019 Council Meeting where it is anticipated the Council will "Call for an Election." (Cecilia Gritman, Town Manager)

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. 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 its position and instruct the Town Attorney regarding the Town's position regarding a contract (concessionaire management agreement) with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Facility that is the subject of negotiations. (Cecilia Gritman, Town Manager)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 6th day of December, 2018.

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

1.a.

Meeting Date: 12/11/2018
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:

Recognition of Lon Turner for his year of service as Vice-Mayor of Chino Valley. (Cecilia Grittmann, Town Manager)

SITUATION & ANALYSIS:

Council and staff will recognize Vice-Mayor Lon Turner and Mayor Croft will present the Mayor's Recognition and Appreciation Award.

Attachments

Mayor's Recognition Award



MAYOR DARRYL CROFT
202 N. State Route 89
Chino Valley, AZ 86323

Mayor's Recognition and Appreciation Award

Presented to

Vice Mayor Lon Turner

** December 11, 2018 **

Whereas, the Town of Chino Valley is proud to recognize and express sincere appreciation to outgoing Vice Mayor Lon Turner for his service to the Community as Vice Mayor of the Town from December 2017 through today.

Lon Turner was elected to serve as a Chino Valley Town Council member in June, 2011 and served in that capacity until his December 2017 appointment as Vice Mayor of the Town.

Since being elected, Lon has served on or chaired several Council subcommittees, as well as being appointed as the Town's alternate representative to the Upper Verde River Watershed Protection Coalition, Northern Arizona Municipal Water User's Association, and Governor's Groundwater Users Advisory Council.

As Councilmember and Vice Mayor, and as a long-time resident of Chino Valley, Lon has brought knowledge and a credibility that is instantly recognized by the citizenry and officials from the area. Over the years, Lon has demonstrated an unwavering commitment to the residents of the Town of Chino Valley and has faced every challenge without a personal agenda, always considering the best for the community as a whole.

On behalf of all of the citizens of Chino Valley, Arizona, I, Darryl Croft, Mayor of the Town of Chino Valley, Arizona, do hereby express, by this award, deep gratitude and recognize Vice Mayor Turner's dedication and service to the Town. We look forward to continuing to work with Lon through the fulfillment of his term as Council member.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 11th day of December, 2018.

Darryl L. Croft, Mayor

ATTEST: *Jami C. Lewis, Town Clerk*



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

1.b.

Meeting Date: 12/11/2018
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:

Administer Oaths of Office to Mayor-Elect Darryl Croft and Councilmembers-Elect Mike Best, Cloyce Kelly, Corey Mendoza, and Lon Turner. (Cecilia Grittmann, Town Manager)

SITUATION & ANALYSIS:

On September 11, 2018, Council adopted Resolution No. 18-1131, adopting the results of the August 28, 2018 Primary Election. Per Town Code § 30-003, "The Mayor and Councilmembers shall assume the duties of office at the first regularly scheduled meeting in December following an election at which the Mayor or Council members were elected." Arizona Revised Statutes § 38-232 provides that "...the oath of office shall be taken and subscribed as follows:...If elected, at any time after receiving the officer's certificate of election, and at or before commencement of the term of office."

As Certificates of Election were sent to the candidates in September, Darryl Croft, Mike Best, Cloyce Kelly, Corey Mendoza, and Lon Turner will take their Oath of Office, after which they will assume the duties of office for the new terms.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

1.d.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action-Presentation
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to nominate and elect a Councilmember to serve as Vice-Mayor.

RECOMMENDED ACTION:

The new Mayor shall nominate, and the new Council shall select, a Councilmember to serve as Vice-Mayor.

SITUATION AND ANALYSIS:

The Chino Valley Town Code Section § 30.021 provides that: “At the first regular meeting in December following an election, the newly elected Mayor shall nominate one of the Council members as Vice Mayor, and upon approval by the majority of the Council including the Mayor, the Vice Mayor shall be so elected and shall serve at the pleasure of the Council.”

Fiscal Impact

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.a.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Estimated length of Staff Presentation: 10 minutes
Physical location of item: Chino Valley Equestrian Park, 2208 Equestrian Way

AGENDA ITEM TITLE:

Annual Report by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property.

SITUATION & ANALYSIS:

On September 27, 2016, the Town entered into a facility lease agreement with the Chino Valley Equestrian Association for 78 acres of real property on which to develop an Equestrian Park. Section 3 of the agreement requires to the tenant to annually report before December 15 to Council regarding activities, membership, facility use, events, improvements, financials, goals for next year, and contact information.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.b.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Report by Council-appointed representative Chris Marley regarding the current status of the Northern Arizona Municipal Water Users Association (NAMWUA), Upper Verde River Water Protection Coalition (UVRWPC), and Groundwater Users Advisory Committee (GUAC).

SITUATION & ANALYSIS:

The Town Council appointed former mayor Chris Marley to serve as the Town's representative on three regional water-related committees. His report will provide an update on the activities of the three committees.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 12/11/2018
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve expenditure of \$48,000 Governor's Office of Highway Safety grant funds to purchase an unmarked, aggressive driving vehicle for use in traffic details. Also request authorization for expenditure of no more than \$10,000 from the general fund which was budgeted in this year's fiscal budget. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve expenditure of \$48,000 GOHS grant fund and expenditure from general fund, not to exceed \$10,000, to purchase and equip an unmarked, aggressive driving vehicle.

SITUATION AND ANALYSIS:

Governor's Office of Highway Safety has granted Chino Valley Police Dept. \$48,000 towards the purchase of an unmarked, aggressive driving vehicle to be used in traffic details. The vehicle will require no more than \$10,000 to equip it with lights, siren, MDC and other standard equipment.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-60-5411
Available: \$10,000
Funding Source:
 The Town Budgeted for the required equipment.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 12/11/2018
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to continue receiving interim consultant services for the Development Services Director position, through Interim Public Management (IPM). (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the professional services agreement by and between the Town of Chino Valley and Interim Public Management, with an authorized amendment to exceed \$25,000 in expenses.

SITUATION AND ANALYSIS:

On 11/8/2018, the Town entered into an agreement for professional services with IPM. The services are to provide the Town with an experienced consultant that can perform Development Services functions for the Town of Chino Valley until such time the open position is filled with a regular full-time employee. This amendment request is to ensure the agreement receives proper approval by Town Council in case the expenses exceed the Town Manager's authorization limit for services. The Town Manager and Human Resources Team are actively recruiting for the open position. Once a job offer is extended and accepted by a qualified candidate, IPM will be notified of our intent to terminate services as they are outlined in the professional services agreement, and the consultant will be transitioned out.

Fiscal Impact

Fiscal Impact?: 25000
If Yes, Budget Code:
Available:
Funding Source:

Attachments

IPM Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into between the Town of Chino Valley, a municipal corporation of the State of Arizona ("Client") acting through the Council of the Town of Chino Valley (the "Town Council"), and Interim Public Management, LLC, an Arizona limited liability company ("IPM").

RECITALS

WHEREAS, the Code and Ordinances of Client, Client policies and/or Client's Town Council empower the Town Manager to enter into contracts on behalf of Client for professional services; and

WHEREAS, Client is in need of professional management-level services, at this time and possibly in the future; and

WHEREAS, Client desires to enter into this Agreement for IPM to provide professional services to Client upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the Client from time to time (the "Services"); and

WHEREAS, IPM desires to provide the Services upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Details of Services. For each engagement hereunder, a description of the Services to be provided, the expected start date, fees and expenses, and other details regarding the Services shall be set forth in a Schedule to this Agreement, which Schedule shall be agreed to by the Client and IPM and executed by officers duly authorized to bind the parties; no such Services shall be deemed authorized by the Client and IPM until the fully-executed Schedule is attached hereto. The individuals to be provided by IPM to perform the Services shall be referred to herein each as "Consultant" and collectively the "Consultants." In addition, the Consultants, other IPM representatives and the Chief Executive Officer of IPM (the "CEO") will be reasonably available by telephone and email to Client for additional workdays and/or hours, subject to appropriate additional charges based on the fee structure set forth in the applicable Schedule, if such additional work and charges have been preapproved in writing (email acceptable) by the Town Manager.

2. Selection of Consultants. IPM and Client will agree from time to time to certain Consultant(s) to provide Services to Client, and each such engagement will become effective upon the Effective Date of the applicable Schedule to this Agreement. IPM shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. IPM agrees to assign specific individuals to key positions. IPM and Client agree each such Consultant has been selected to perform the Services after mutual consultation and is a suitable individual with sufficient education and prior experience to provide the designated Services to Client. IPM agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior, written notice to the Client. If key personnel are not available to perform the Services for a continuous period exceeding 10 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, IPM shall immediately notify the Client of same and shall, subject to the concurrence of the Client, replace such personnel with personnel possessing substantially equal ability and qualifications. If a Consultant becomes unavailable to IPM for any reason, IPM will endeavor to provide a reasonably sufficient replacement Consultant within two weeks, and this Agreement and the applicable Schedule shall then apply with respect to that replacement Consultant so long as the Client has interviewed the replacement Consultant and found the person to be suitable. IPM may use at its sole cost and expense, secondary vendors to fulfill any or all of its obligations hereunder without securing Client's consent.

3. Term. This Agreement shall commence upon its execution by both parties hereto (the "Effective Date") and shall continue until terminated by either party, with or without cause, by providing the other party 30 days' prior, written notice of termination, for any time period during which a Schedule is not in effect; this Agreement must remain in full force and effort at all times while a Schedule is in effect. Each Schedule shall set forth the terms under which it may be terminated. Any termination of a Schedule for cause shall automatically terminate this Agreement.

4. Fees, Invoicing and Payment.

4.1. In consideration of the Services to be rendered by IPM, Client shall pay to IPM all fees and expenses arising hereunder and arising pursuant to the terms of each active Schedule.

4.2. In addition, if at any time during the term of this Agreement or the applicable Schedule or within one year thereafter Client hires, contracts with or engages in any way, directly or indirectly, any Consultant that has been provided by IPM to provide Services to Client under this Agreement or any Schedule hereto to perform any services for or for the benefit of Client (other than through IPM), Client hereby agrees to pay IPM an Engagement Fee equal to 20.8% of the annualized salary, excluding any fees or other compensation to be paid to or for the benefit of such Consultant. The Engagement Fee shall payable to IPM 50% at the time of such engagement of the Consultant's services and 50% on the date the Consultant has successfully completed one year of service for the Client under the engagement.

4.3. Client agrees to timely review and approve reports of time worked by IPM employees, if submitted to Client. If Client is unavailable to approve such time reports within eight business days, IPM may approve such reports on Client's behalf. Reports of time worked approved as set forth herein will be conclusive as to the Services provided by each IPM Consultant assigned to Client.

4.4. IPM will invoice Client monthly for all amounts arising hereunder, which invoices are payable by Client on net 15-day payment terms. IPM reserves the right to suspend performance of the Services while any amount due hereunder is past due and remains unpaid.

5. Independent Contractor Status; Obligations and Duties of Parties. With respect to the services provided by IPM hereunder, IPM shall be an independent contractor, and no Consultant shall be construed in any way to be an employee of Client.

5.1. As the employer, IPM will maintain all necessary personnel and payroll records for its employees; calculate their wages and withhold taxes; remit such taxes to the appropriate governmental entity; pay net wages and benefits, if any, to its employees; and provide workers' compensation insurance coverage as required by law.

5.2. IPM shall be solely responsible for providing proper compensation to the Consultants and all other IPM representatives per IPM's agreed terms therewith, and no employee or contractor of IPM shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from Client, whether or not Client affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable Client shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; Client agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any Consultant.

5.3. IPM shall assign and/or remove the Consultants according to the process set forth in Section 2 above. Notwithstanding the foregoing, Client may request in writing that IPM remove or reassign a Consultant, and IPM shall not unreasonably withhold its approval of any such request.

5.4. Client shall provide IPM's employees with a suitable workplace that complies with all applicable safety and health requirements, including adequate instructions, assistance, supervision and time to perform the Services. Where an IPM employee is given access to any of Client's computer equipment or systems, Client is responsible for maintaining a current backup copy of any data associated with those systems and appropriate written internal control procedures relating thereto. Client agrees to give IPM immediate written notice of any concern or complaint regarding a Consultant's performance or conduct. Client agrees that it shall report all on-the-job illnesses, accidents and injuries of any Consultant to IPM immediately upon Client's receipt of notice or knowledge of same.

6. Compliance with Law. IPM agrees to comply, and to ensure that the Consultants and all other IPM representatives comply, with the provisions of Federal law, State statutes, Client's Code and any and all other applicable laws. Client agrees to comply with its obligations under all applicable laws, regulations and orders, including but not limited to laws relating to workplace safety and employment discrimination. Client represents that its actions under this Agreement do not violate its obligations under any agreement it has with any labor union.

7. Indemnification.

7.1. To the fullest extent permitted by law, IPM shall indemnify, defend and hold harmless the Client and each council member, officer, employee or agent thereof (the Client and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or Services of the Consultant or IPM, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

7.2. To the extent permitted by law, Client agrees to indemnify, defend and hold harmless IPM and its officers, directors, employees and agents from and against all Claims imposed upon or incurred by IPM, other than for job-related bodily injury or death of IPM's employees on assignment to Client, arising out of Client's failure to comply with its obligations under applicable laws, regulations or orders. Client's obligation to indemnify, defend and hold harmless will not apply to: indirect, special or consequential Losses, or the extent any Losses are the result of any negligent act or omission or intentional misconduct of Client, its employees or agents.

7.3. INTENTIONALLY OMITTED.

7.4. The party that is seeking indemnity from the other party pursuant to this Section 7 shall give the indemnifying party prompt notice of any such claim, allow the indemnifying party to control the defense and settlement thereof, and cooperate with the indemnifying party relating thereto. If the indemnifying party does not assume control of the defense, the indemnified party may do so at the expense of the indemnifying party. Failure or delay of notice of any claim hereunder shall not relieve an indemnifying party of its obligations with respect to such claim except to the extent such indemnifying party can demonstrate that its interests have been materially prejudiced by such failure or delay.

7.5. The provisions of this Section 7 shall, for a period of one year, survive the termination of this Agreement and the expiration or termination of any Schedule hereto.

8. Bonding. Client shall provide all required bonding, if any, relating to the performance of Services as set forth herein.

9. Performance Warranty. IPM warrants that the Services rendered by the Consultants will conform to the requirements of this Agreement and to the prevailing professional standards for comparable services in the Phoenix metropolitan area. In the event of breach of the foregoing warranty, IPM will re-perform the deficient Services and correct the breach at no additional cost. Except for the warranties described herein, IPM disclaims all other warranties concerning the Services, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose and any warranty that might otherwise arise pursuant to applicable law.

10. Insurance.

10.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of IPM, IPM shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Client. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Client's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect IPM. The Client reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve IPM from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

E. Primary Insurance. IPM's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Client as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of IPM or its Consultants. IPM shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Client. IPM shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, IPM shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Client and IPM. IPM shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, IPM will provide the Client with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by IPM's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Client shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance

requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be IPM's responsibility to forward renewal certificates and declaration page(s) to the Client 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) IPM's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by IPM under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. IPM shall provide the Client with the necessary endorsements to ensure Client is provided the insurance coverage set forth in this Section.

10.2 Required Insurance Coverage.

A. Commercial General Liability. IPM shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Client, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Professional Liability. IPM shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the IPM, or anyone employed by IPM, or anyone for whose negligent acts, mistakes, errors and omissions IPM is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 annual aggregate.

C. Workers' Compensation Insurance. IPM shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over IPM's employees and Consultants engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

10.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Client.

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the County in the State of Arizona in which Client is located.

12. Miscellaneous.

12.1. Amendments. Except as may be otherwise stated herein, this Agreement or any Schedule hereto may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Client and IPM.

12.2. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

12.3. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives and assigns.

12.4. Entire Agreement; Interpretation; Parol Evidence. This Agreement and the Schedules hereto collectively represent the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.5. Waiver. The failure by one party hereto to require performance by the other party shall not be deemed to constitute a waiver of any such breach, nor of any subsequent breach by the other party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either party's rights in connection with any subsequent action. This Agreement or any provision hereof may be waived by a party hereto only via a writing signed by such party.

12.6. Force Majeure. IPM will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of nature or of God, or any other causes beyond the control of IPM.

12.7. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or any Schedule hereto. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advice within 20 days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. Each party shall pay its own attorneys' fees and costs. If the dispute has not been resolved, the matter may then be submitted by either party to the judicial system.

12.8. Attorneys' Fees and Costs. Should any legal action, including mediation or other alternative dispute resolution methods, be necessary to enforce any term of provision of this Agreement or to collect any portion of the amount payable hereunder, then all reasonably incurred expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

12.9. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address or email address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Client: Cecilia Grittman, Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley Arizona 86323
Email: cgrittman@chinoaz.net

A copy to: Gust Rosenfeld, P.L.C.
One Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire
Email: amcguire@gustlaw.com

If to IPM: Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Attn: Timothy G. Pickering, CEO
Email: tim@interimpubliemgmt.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received the earlier of (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.10. Confidentiality of Records. IPM shall establish and maintain commercially reasonable procedures and controls for the purpose of ensuring information

contained in its records or obtained from Client or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform IPM's duties under this Agreement or for the management of IPM's business. Persons requesting such information should be referred to Client.

12.11. Americans With Disabilities Act. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: IPM shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. IPM shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

12.12. Compliance With Federal and State Laws. IPM understands and acknowledges the applicability to it of the Americans with Disabilities Act, E-Verify, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. Under the provisions of A.R.S. § 41-4401, IPM hereby warrants to Client that IPM and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

B. Client retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. IPM agrees to assist Client in regard to any such inspections.

C. Client may, at its sole discretion, conduct random verification of the employment records of IPM and any subcontractors to ensure compliance with Contractor's Immigration Warranty. IPM agrees to assist Client in regard to any random verifications performed.

D. Neither IPM nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if IPM or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

E. The provisions of this article must be included in any contract that IPM enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or

effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

12.13. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

12.14. No Kick-back Certification. No person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that member of Client's Council or any employee of Client has no an interest, financially or otherwise, in IPM's firm.

12.15. Conflict of Interest. From the date of this Agreement through the termination of its service to Client, IPM shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the Client. Whether such approval is granted shall be in the sole discretion of the Client. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

12.16. Agreement Subject to Appropriation. The Client is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Client's then-current fiscal year. The Client's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town Council concerning budgeted purposes and appropriation of funds. Should the Town Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Client shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Client has no obligation or duty of good faith to budget or appropriate the payment of the Client's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Client shall keep IPM informed as to the availability of funds for this Agreement. The obligation of the Client to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Client. IPM hereby waives any and all rights to bring any claim against the Client from or relating in any way to the Client's termination of this Agreement pursuant to this section.

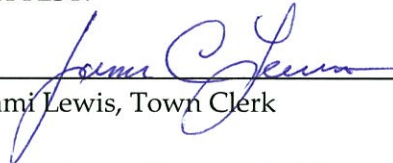
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement, effective on the Effective Date described above.

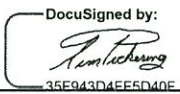
Client: Town of Chino Valley, AZ


 By: Cecilia Grittman, Town Manager Date

ATTEST:


 Jami Lewis, Town Clerk

Agreed to and accepted by Interim Public Management, LLC:

By:  11/8/2018 5:59:41 AM MST
 Tim Pickering, CEO Date

**SCHEDULE A
TO
PROFESSIONAL SERVICES AGREEMENT**

Effective Date of Schedule: November 13, 2018

Client: Chino Valley, Arizona

Services: Interim Development Services Director, which Services shall be performed by previously selected key personnel and in accordance with Section 2 of this Agreement.

Expected Commencement Date for Engagement: November 14, 2018

Expected Services Performance Period: Office hours in Chino Valley Town Hall, four ten-hour days per week, typically Monday through Thursday, including all Town Council meetings that occur outside of the Client's normal business hours, with three days on site and one day off site. No additional compensation will be paid for attendance at Town Council Meetings.

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	The Client shall pay IPM the following fee for each for each week during which the Consultant performs the Interim Development Services Director Services to the Client: \$3,595 per week, inclusive of all Town Council meetings.
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The Services Fees set forth shall increase by five percent on July 1, 2019, and annually thereafter. Services Fees shall be prorated by IPM as appropriate. If Client expressly approves or requests that a Consultant work hours on days the Client's Town Hall is closed for business, and if IPM is required to pay such Consultant for such work, Client hereby agrees that its rates for such Consultant with respect to such additional work shall be \$90/hour.

Expenses. Client shall reimburse IPM for the following expenses:

Business-related mileage between Consultant's home and Town Hall, at standard IRS rates, as permitted for a temporary work location.

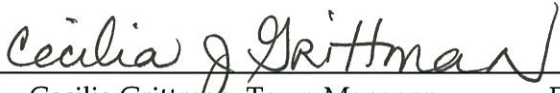
Lodging related to the performance of the Services.

Term: This Schedule shall commence upon its stated Commencement Date above and shall continue until February 14, 2019. If Client requests Consultant continue the

Services beyond February 14, 2019, this Schedule shall be extended month to month until the Services are terminated. Prior to February 14, 2019, this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least 15 days' prior, written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven days of such notice period, then such notice of termination shall have no force or effect. Should the Client terminate this Schedule before February 14, 2019, without cause, Client shall pay to IPM as a termination fee and not as a penalty, 50% of the Services Fee set forth above for each week remaining between the date of Client's early termination and February 14, 2019.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

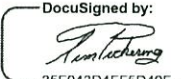
Client: Town of Chino Valley, AZ


By: Cecilia Grittmann, Town Manager Date

ATTEST:


Jami Lewis, Town Clerk

Agreed to and accepted by Interim Public Management, LLC:

By:  11/8/2018 5:59:41 AM MST
35F943D4FF5D40F...
Tim Pickering, CEO Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve updates to the roster of elected and appointed officials representing the Town on various regional and state entity committees.

RECOMMENDED ACTION:

Approve updates to roster of elected and appointed officials representing the Town on various regional and state entity committees.

SITUATION AND ANALYSIS:

Over the years, the Town has been asked to participate in various intergovernmental or other entity committees. Generally, this involves the Council appointing one of its members or a staff member to represent the Town and Council in the entity's meetings. Most of these appointments also include a designated alternate.

Council reviewed the roster during its study session on November 27 and recommended certain changes, as well as directed the Town Manager to make determinations on three of the entities. The attached roster lists all the updates from that discussion, as well as those that were later determined by the Town Manager.

Fiscal Impact

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

Attachments

Entity Appointments Roster

	ENTITY	REP	APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
a)	Upper Verde River Watershed Protection Coalition (UVRWPC)	Councilmember Lon Turner	12/11/2018	Councilmember Corey Mendoza	12/11/2018	Position typically filled by elected official.
b)	UPRWPC Technical Advisory Committee (TAC)	Assistant Town Engineer	12/11/2018	Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
c)	Northern Arizona Municipal Water User's Association (NAMWUA)	Vice-Mayor Jack Miller	1/10/2017	Councilmember Corey Mendoza	12/11/2018	Position typically filled by elected official.
d)	NAMWUA Technical Advisory Committee (TAC)	Consultant Mark Holmes	9/1/2018	Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
e)	Groundwater Users Advisory Council (GUAC)	Former Mayor Chris Marley	1/10/2017	Councilmember Lon Turner	1/10/2017	Position appointed by the Governor and is <i>not</i> tied to the Town.
f)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Councilmember Mike Best	7/12/2016	Councilmember Corey Mendoza	1/10/2017	Position typically filled by elected official.
g)	CYMPO Technical Advisory Committee (TAC)	Town Engineer	6/28/2011	Assistant Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
h)	Northern Arizona Council of Governments (NACOG) Regional Council	Mayor Darryl Croft	6/28/2016	Vice-Mayor-Jack Miller	12/11/2018	Position typically filled by elected official.
i)	Greater Arizona Mayors Association (GAMA)	Mayor Darryl Croft	1/10/2017	Vice-Mayor Jack Miller	12/11/2018	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
j)	League Resolutions Committee	Mayor Darryl Croft	1/10/2017	Vice-Mayor Jack Miller	12/11/2018	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
k)	Yavapai Regional Medical Center (YRMC) Council of Electors	Mayor Darryl Croft	10/11/2016	Councilmember Cloyce Kelly	12/11/2018	Position typically filled by elected official.
l)	Chamber of Commerce	Councilmember Cloyce Kelly	6/27/2017	Councilmember Annie Perkins	12/11/2018	The Chamber typically elects a representative from the Council with Council ratifying the action.
m)	Arizona Municipal Risk Retention Pool (AMRRP)	Town Manager Cecilia Gritman	1/10/2017	HR Director Laura Kyriakakis	1/10/2017	Appointee may be elected official or staff member, who may participate in nominations for this board.

	ENTITY	REP		ALT	APPOINTED DATE	CURRENT STATUS
n)	Greater Prescott Regional Economic Partnership (GPREP)	Town Manager Cecilia Grittman	6/27/2017	Councilmember Mike Best	1/10/2017	Position filled by elected official, appointed by Mayor.
o)	Yavapai Combined Trust (YCT)	HR Director, Laura Kyriakakis	3/27/2012	HR Analyst Tiffany Resendez	3/13/2018	Positions typically filled by staff members.
p)	Liaison to Chino Valley Fire District (CVFD) Board	Councilmember Jack Miller	10/13/2015	Councilmember Mike Best	10/13/2015	First-time position in 2013.
q)	Prescott Regional Airport Master Plan Committee-Planning Advisory Committee (MPAC)	Mayor Darryl Croft	1/10/2017	Councilmember Cloyce Kelly	12/11/2018	Committee was established in October 2016.
r)	Yavapai County Unified Emergency Management Advisory Committee	Police Chief Chuck Wynn	12/11/2018	Police Lt. Randy Chapman	12/11/2018	Position may be filled by elected official or staff member (as of 9/6/18, MOU is not approved)

Rev. 12-11-18; jcl

DESCRIPTION OF ENTITIES	
a)	UVRWPC consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.
b)	Technical Advisory Committee under UVRWPC .
c)	NAMWUA was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.
d)	Technical Advisory Committee under NAMWUA .
e)	The 1980 Groundwater Code established a Groundwater Users Advisory Council (GUAC) in each active management area consisting of five members. Members of the council are appointed by the governor to represent the users of groundwater in the active management area and on the basis of their knowledge of, interest in and experience with problems relating to the development, use and conservation of water.
f)	CYMPO is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.
g)	Technical Advisory Committee under CYMPO .
h)	NACOG is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.
i)	GAMA was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.
j)	The League Resolutions Committee meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League's Annual Business Meeting and became the League's Policy Statement for the next legislative session.
k)	YRMC Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.
l)	Chino Valley Area Chamber of Commerce exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.

DESCRIPTION OF ENTITIES	
m)	AMRRP , a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.
n)	GPREP's mission is to attract quality businesses, capital investment, and quality jobs to the Greater Prescott region, working cooperatively to project a regional identity and ensure a vibrant and self-sustaining regional economy.
o)	YCT is the entity through whom the Town contracts with for medical insurance for its employees.
p)	CVFD is the local fire district, a special taxing district (not part of the Town government).
q)	The MPAC supports the Prescott Municipal Airport and provides local insight and acts as a link between their respective citizens and the planning team.
r)	The YCUEMAC provides Yavapai County citizens with information associated with emergency management, to minimize losses from disasters and enhance and protect the citizens' quality of life; and advise the Yavapai County Office of Emergency Management.

Rev. 12-11-18; jcl



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the updated Council Subcommittee roster.

RECOMMENDED ACTION:

Approve the updated Council Subcommittee roster.

SITUATION AND ANALYSIS:

The Council has established several subcommittees, each consisting of 3 of its members, with applicable staff liaisons, and other representatives. After an election or upon staff liaison changes, it is customary to review and update the roster. Council reviewed the roster during the November 27 study session and recommended certain changes. The attached is the updated roster from that meeting.

A brief description and current status of each subcommittee is as follows:

Appointments – Reviews applications, conducts interviews, and recommends candidates for appointment to Town corporations, boards, commission, and committees (“public bodies”). This subcommittee is active mostly during recruitment periods, which occur twice per year, or as vacancies occur.

Finance – Reviews finance and budget matters coming before the Council, such as to review proposals for auditing services and banking services, conduct research, or address financial or budgetary matters. This subcommittee meets as needed.

Economic Development – Conducts research with regard to economic development matters. This subcommittee currently meets monthly.

Public Safety – Addresses issues of public safety and traffic control that impact safety in Town. This subcommittee meets as needed.

Ad Hoc UDO Update Subcommittee - Meets quarterly or as needed to review proposed staff amendments to the Unified Development Ordinance. Once the amendments are adopted by Council, the subcommittee will be disbanded.

Water and Utilities – Provides direction and reviews reports on utilities impacting the Town, negotiates utility franchise agreements as they come due, provides review and proposals for resource acquisitions to include private water companies and wells, and plans for future waste water system needs. This subcommittee meets as needed.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Council Subcommittees Roster

COUNCIL SUBCOMMITTEES as of December 11, 2018

Subcommittee	Members	Staff Liaison/Participant(s)
Appointments	Darryl Croft (Chair) Mike Best Lon Turner	Town Clerk (Liaison)
Economic Development	Annie Perkins (Chair) Darryl Croft Corey Mendoza	Economic Devt. Proj. Mgr. (Liaison) Town Manager Chamber CEO
Finance	Darryl Croft (Chair) Cloyce Kelly Corey Mendoza	Finance Director (Liaison) Town Manager
Public Safety	Mike Best (Chair) Annie Perkins Jack Miller	Police Chief (Liaison) Town Manager
UDO Update	Lon Turner (Chair) Cloyce Kelly Corey Mendoza	Devt Services Director (Liaison) Town Manager
Water & Utilities	Lon Turner (Chair) Corey Mendoza Jack Miller	Town Engineer (Liaison) Town Manager



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.e.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt the 2019 Base Council Meeting Schedule. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Adopt the 2019 Base Council Meeting Schedule.

SITUATION AND ANALYSIS:

Staff proposes the attached meeting calendar/schedule for 2019. The calendar includes regular meetings, possible study sessions, and the dates for agenda packet distribution; as well as holidays on which Town offices are closed.

Town Code Sec. 30.065 Meetings provides that (A) regular meetings are held on the second and fourth Tuesdays; and meetings may be canceled, except that at least one regular meeting per month must be held; (B) and (C) special meetings and study sessions may be called at any time. Traditionally, the Council cancels the second meetings in November and December, as well as meetings conflicting with the League of Arizona Cities and Towns annual conference.

Fiscal Impact

Attachments

2019 Council Meeting Schedule

2019

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Base Council Meetings/ Packet Distribution Schedule

January

01: New Year's Day (Tue)

21: M L King Day (Mon)

February

18: Presidents' Day (Mon)

May

27: Memorial Day (Mon)

July

04: Independence Day
(Thur)

August

20-23: Annual League
Conference (Tue-Fri)

September

02: Labor Day (Mon)

November

11: Veterans Day (Mon)

28: Thanksgiving Day (Thu)

29: Day After Thanksgiving
(Fri)

December

25: Christmas Day (Tue)

Legend

	Town Offices Closed
	Regular Meeting (RM)
	RM Packet Distributed
	Study Session (SS)
	SS Packet Distributed
	Meeting Cancelled

DRAFT

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

**TUESDAY NOVEMBER 13, 2018
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, November 13, 2018.

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

Staff Present: Town Manager Cecilia Grittmann; Town Attorney (electronically) Andrew McGuire; Economic Development Project Manager John Coomer; Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Interim Development Services Director Martin Scribner; Community Services Director Scott Bruner; Police Chief Chuck Wynn; Police Lieutenant Randy Chapman; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Vickie Nipper; Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

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

a) **Proclamation acknowledging Veterans Day, November 11, 2018. (Mayor Croft)**

Mayor Croft acknowledged the veterans in the room and read the proclamation. Bob Ingram with the American Legion thanked Council for their support and noted that the new flags for the highway were en route.

b) **Presentation by Laura Norman with West Yavapai Guidance Clinic regarding an update on the clinic's Crisis Stabilization Unit and its impacts on the community.**

Laura Norman with West Yavapai Guidance Clinic spoke about the Clinic's services, programs, and statistics for year one of the Crisis Stabilization Unit, as well as partner organizations. She thanked the Town for its support and acknowledged the Town's Economic Development Project Manager, who sat on the Clinic's board.

3) **CALL TO THE PUBLIC**

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

Al Gibbons, a 20-year resident, expressed concern about (1) lack of regulations concerning garbage cans and where they could be stored; (2) garbage being collected at 4:00 a.m. and lack of noise regulations on businesses; (3) odors from properties with too many cattle; and (4) fire hazards from properties not being properly maintained. He requested that the first two items be addressed in the UDO rewrite and that the Town would limit cattle and address usable animal acreage.

Dean Schlarbaum, new resident, urged Council to do everything possible to keep the Shooting Range open to the public.

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 Croft recognized Town staff for the recent Halloween and National Night Out events.

Councilmember Kelly reported that the flags mentioned earlier by Bob Ingram of the American Legion were funded by donations from Jeff Champ and the Town and will extend the flags to Perkinsville Road.

Councilmember Best reported on the latest 50th Anniversary Committee meeting, the Committee's next meeting on January 9, and Council's participation in the Prescott Christmas Parade on December 1.

- b) Status report by Town Manager Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittmann reported on the following:

- Interim Development Services Director Martin Scribner will fill this position for approximately four months. Mr. Scribner introduced himself and his background in the public sector, development, consulting, and urban planning.
- Employee work anniversaries for October and November.
- Town free dump days on November 16-17 at the Community Center.
- Council study session on November 27.
- December to Remember on December 8 at Memory Park, sponsored jointly by the Recreation Department and the Chamber of Commerce; and holiday flags to be placed along the highway.
- The Friends of the Library receiving the 2018 Library Volunteer of the Year from the Arizona Library Association. Mayor Croft presented the plaque to Scott Bruner.
- Chino Valley will host the next Greater Arizona Mayor's Association Luncheon at Granite Creek Vineyard.
- Efforts by staff members Joe Duffy, Frank Marbury, John Coomer, Jami Lewis and Mayor Croft for their community outreach involvement.
- The next Economic Development Subcommittee meeting on November 20.

c) Update on Council's 2017/18 Strategic Plan.

Town Manager Grittmann reviewed the status of the 2018 Strategic Plan as follows:

1. Water and utilities purchases—25% complete: Staff recently learned that the Town must go out for a vote to receive permission from the citizens before a purchase of a water utility company could take place. The election would be May 21, 2019.
2. Old Home Manor Industrial Park water and sewer extension—25% complete: Sewer and water had been extended to the Rodeo Drive lot line.
3. Outfit a second well for the Town's water system—10% complete: Staff had received specifications and Public Works was working on the bid package.
4. Extension of sewer/water to low income/high density areas—0% complete: A study session will be scheduled after the first of the year.
5. Masterplan for municipal facilities—25% complete: A staff committee was working on a plan to be ready by the end of the fiscal year.
6. Asset analysis of real property—0% complete: She was working with staff.
7. Inventory of Town well and production levels—0% complete: She was working with staff.
8. Analysis of development agreements—50% complete: The Town needed the new staff member in Development Services to continue this.
9. Transportation strategic plan and funding options—50% complete: Public Works Department had developed a plan.
10. Renegotiate Concessionaire Agreement with Prescott Sportsman Club—50% complete: The draft agreement had been complete.
11. Develop economic development strategic plan for Old Home Manor Industrial Park—15% complete: This was partially complete.
12. Economic development strategic plan, exclusive of the Industrial Park—25% complete: Staff will present an update to the Economic Development Subcommittee.
13. Re-write the Town's Unified Development Ordinance—10% complete: Portions of the UDO and Town code will be separated and updates will be completed simultaneously and parallel to one another.
14. Create a planned area development for the Industrial Park—10% complete: The Economic Development Department was reviewing acceptable uses for the Park.
15. Exploration of an RV Park at Old Home Manor—10% complete: There was some

interest and staff was working to get more people involved.

16. Analysis and recommendations of infrastructure at the Industrial Park—10% complete: Staff will take some ideas to the Economic Development Subcommittee.
17. Town's 50th birthday celebration in 2020—15% complete: This was ongoing and the Town will assist in any way it can.
18. Additional code compliance officer to work commercial compliance—25% complete: Staff had hired an additional person and will report to Council in January.

Mayor Croft requested a deadline for completion of item 13.

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to accept the consent agenda items.

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

PASSED - Unanimously

- a) Consideration and possible action to adopt Ordinance 18-855 to rezone Assessor's Parcel No. 306-23-101B, 1.74 acres of real property generally located on the northeast corner of North Road 1 West and Reyes Road at 920 Reyes Road, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-1.6 (Single Family Residential-1.6 Acre Minimum) zoning district. (Owner: Roger & Sharon Fillebrown) (Alex Lerma, Planner)
- b) Consideration and possible action to adopt Ordinance No. 18-857 to rezone Assessor's Parcel No. 306-27-108Z, 2 acres of real property located approximately 612 feet north of the northeast corner of Red Cinder Road and Kachina, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-2 (Single Family Residential-2 Acre Minimum) zoning district. (Owner: Thomas & Princess Romanek) (Alex Lerma, Planner)
- c) Consideration and possible action to approve Financial Report for the three months ending September 30, 2018. (Joe Duffy, Finance Director)
- d) Consideration and possible action to adopt Ordinance 18-859, amending Chino Valley Town Code Title VII Traffic Code, Chapter 71 Traffic Rules by adding a new section 71.14 Use of portable communication devices and texting while operating a motor vehicle.
- e) Consideration and possible action to accept the October 16, 2018 study session minutes. (Jami Lewis, Town Clerk)
- f) Consideration and possible action to accept the October 23, 2018 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) Public Hearing and consideration and possible action to recommend approval of an application from Kimberly Stam for a new Series 12 (Restaurant) Liquor License for Kim's Diner Bisquits Burgers N More, located at 1120 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for Kim's Diner.

Town Clerk Lewis reported that Ms. Stam had applied for a restaurant liquor license with the State. Staff reviewed the application and signed off on it. Notices were publicly posted and staff had received no comments in favor or in opposition from the public.

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

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

PASSED - Unanimously

Ms. Stam told Council that all her employees and servers had just been certified through the Liquor Department's ABC Council for alcohol training; and the Department of Liquor had approved an inspection for both Lucy's and Danny B's.

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

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

PASSED - Unanimously

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to approve a new Series 12 liquor license for Kim's Diner.

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

NAY: Councilmember Annie Perkins

PASSED

- b) Consideration and possible action to transfer contingency funds in the amount of \$20,000 to complete the Memory Park Library expansion project. (Scott Bruner, Community Services Director)

Recommended Action: Authorize transfer of contingency funds in the amount of \$20,000 to complete the Memory Park Library expansion project.

Mr. Bruner reported that Phase one was complete and staff was ready to start phase two. The original budget request had been submitted one year in advance without a firm idea of the total cost. Staff now knew the exact amount of funds necessary to complete the project. The playground equipment for this phase had been approved at a previous meeting and was being funded by donations.

Finance Director Duffy explained that the percentage difference between the original estimate to the total completion cost was approximately 15% for a total project cost of \$115,000.

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to approve authorize transfer of contingency funds in the amount of \$20,000 to complete the Memory Park Library expansion project.

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

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.

MOVED by Vice-Mayor Lon Turner, seconded by Councilmember Cloyce Kelly to go into executive session after a five-minute recess at 6:51 p.m.

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

PASSED - Unanimously

- a) 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 its position and instruct the Town Attorney regarding the Town's position regarding a contract (concessionaire management agreement) with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Facility that is the subject of negotiations. (Cecilia Grittmann, Town Manager)
- b) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding a proposed development. (Andrew McGuire, Town Attorney)

- c) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding a letter filed with the Attorney General with regard to a previous Council action pertaining to Proposition No. 127. (Andrew McGuire, Town Attorney)

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 8:05 p.m. and reported that Council gave direction to the Town Attorney.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 8:06 p.m.

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

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of November, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of December, 2018.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 12/11/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation of Mayor's Recognition Award, recognizing Darlene J. Westcott, "Librarian Extraordinaire," for 23 years of dedicated service to Chino Valley's children and families; and for consideration and possible action, to adopt Resolution No. 18-1132 naming certain Town facilities as the Darlene J. Westcott Children's Library. (Mayor Croft and Scott Bruner, Community Services Director)

Recommended Action: Adopt Resolution No. 18-1132 naming certain Town facilities as the Darlene J. Westcott Children's Library.

SITUATION & ANALYSIS:

After 23 years of exceptional service, Library Manager Darlene J. Westcott, affectionately known as "Miss Darlene," is retiring. Below is "Miss Darlene's" biography as written by her supervisor, Community Services Director Scott Bruner.

A Chino Valley resident for over twenty-five years, Darlene Westcott joined the Library staff in 1995 as a part-time Circulation Clerk. In 2000, she was given full-time status and promoted to Children's Librarian becoming the town's very first official Children's Librarian. In August of that same year, Darlene assisted in the grand opening of Chino Valley's first Children's Library.

Among the numerous awards and acknowledgments she has received, most notable are:

- 2001 ACE Award, Achievement of Civic Excellence for coordinating a book fair raising over a thousand dollars in free books for the Library.
- 2005 Grand Marshall for the Territorial Days Parade.
- 2008 Inducted into the Heritage Middle School Hall of Fame for Outstanding Contributions to the Community and her positive influence with youth.
- 2010 Arizona Library Association Outstanding Youth Services Award becoming Chino Valley's first Librarian to be so honored by AZLA
- In 2015 Darlene was promoted to Library Manager taking the responsibility of the day-to-day operation of the Library while also serving as Youth Services & Children's Librarian.

Darlene prepared and presented over 180 programs yearly with an average of 6,500 children in attendance.

That adds up to 4,140 programs and 149,500 children attending her programs in her 23 years of service.

Darlene is a shining star whose dedication and contributions to the Community and its youth has made the Town of Chino Valley a better place to live.

Attachments

Mayor's Recognition



Mayor's Recognition Award

Presented To

Darlene J. Westcott
Children's Librarian "Extraordinaire"



Darlene J. Westcott, the Town of Chino Valley's first Children's Librarian, affectionately known throughout the community as "Miss Darlene," has served in that capacity from 1995 through 2018, and has also served as Assistant Librarian and Library Manager.

Miss Darlene has given generously of her time and talents in establishing a Children's Library Program, as well as developing genuine caring relationships, that have impacted many Chino Valley children and families.

Miss Darlene prepares and presents over 180 programs annually with an average of 6,500 children in attendance, for a total of 4,140 programs and 149,500 attendees in her 23 years of service; and

Miss Darlene has been officially recognized for her contributions in the following ways:

- Receiving the Achievement of Civic Excellence Silver Award in 2001;*
- Being named Grand Marshall of the First Territorial Capital Days Parade in 2005;*
- Being inducted into the Heritage Middle School Hall of Fame in 2008; and*
- Receiving the Arizona Youth Services Librarian of the Year award in 2010;*

On behalf of the Chino Valley Town Council and all the citizens of the Town I, Darryl Croft, Mayor of the Town of Chino Valley, do hereby recognize with gratitude for Darlene J. Westcott, "Librarian Extraordinaire," for 23 years of dedicated service to Chino Valley's children and families.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 11th day of December, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 12/11/2018
Contact Person: Alex Lerma, Associate Planner
 Phone: 928-626-4427 x-1295
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: Generally Located approximately 900 feet east of Sycamore Vista Drive and 638 feet north of West Center Street.

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance 18-852, rezoning 7.06 acres of real property from AR-5 (Agricultural Residential-5 acre minimum) zoning district to SR-2 (Single Family Residential-2 acre minimum) zoning district. The property, Assessor's Parcel No. 306-21-119, is generally located approximately 900 feet east of Sycamore Vista Drive and 638 feet north of West Center Street. (Owner of Record: Horst A. Gempe) (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to adopt Ordinance 18-852, rezoning 7.06 acres of real property from AR-5 (Agricultural Residential- 5 acre minimum) zoning district to SR-2 (Single Family Residential- 2 acre minimum) zoning district.

SITUATION AND ANALYSIS:

See attached Staff Report.

Fiscal Impact

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

Attachments

Gempe Staff Report
 Gempe Site Plan
 Ord 1-852 Gempe Rezone



TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number: Z18-000013

Assessor's Parcel Number: 306-21-119

Site Location: Generally located approximately 900 feet east of Sycamore Vista Drive and 638 feet north of West Center Street.

Owner of Record: Horst A. Gempe

Applicant: Gesine Gempe

Request: Request to rezone approximately 7.06 acres from AR-5 (Agricultural Residential–5 Acre Minimum) zoning district to SR-2 (Single Family Residential–2 Acre Minimum) zoning district.

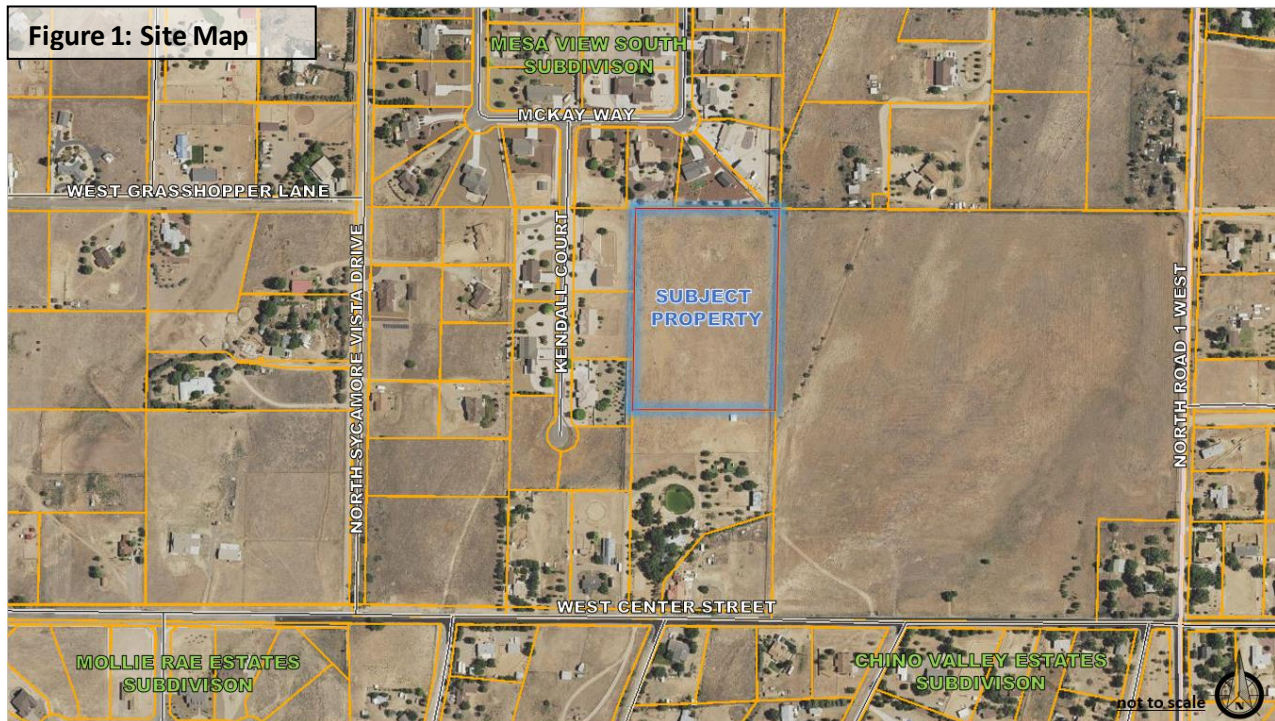
SITE DATA

Existing Zoning	AR-5 (Agricultural Residential-5 Acre Minimum)
Lot Size	7.06 acres (approx. 307,534 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less)
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

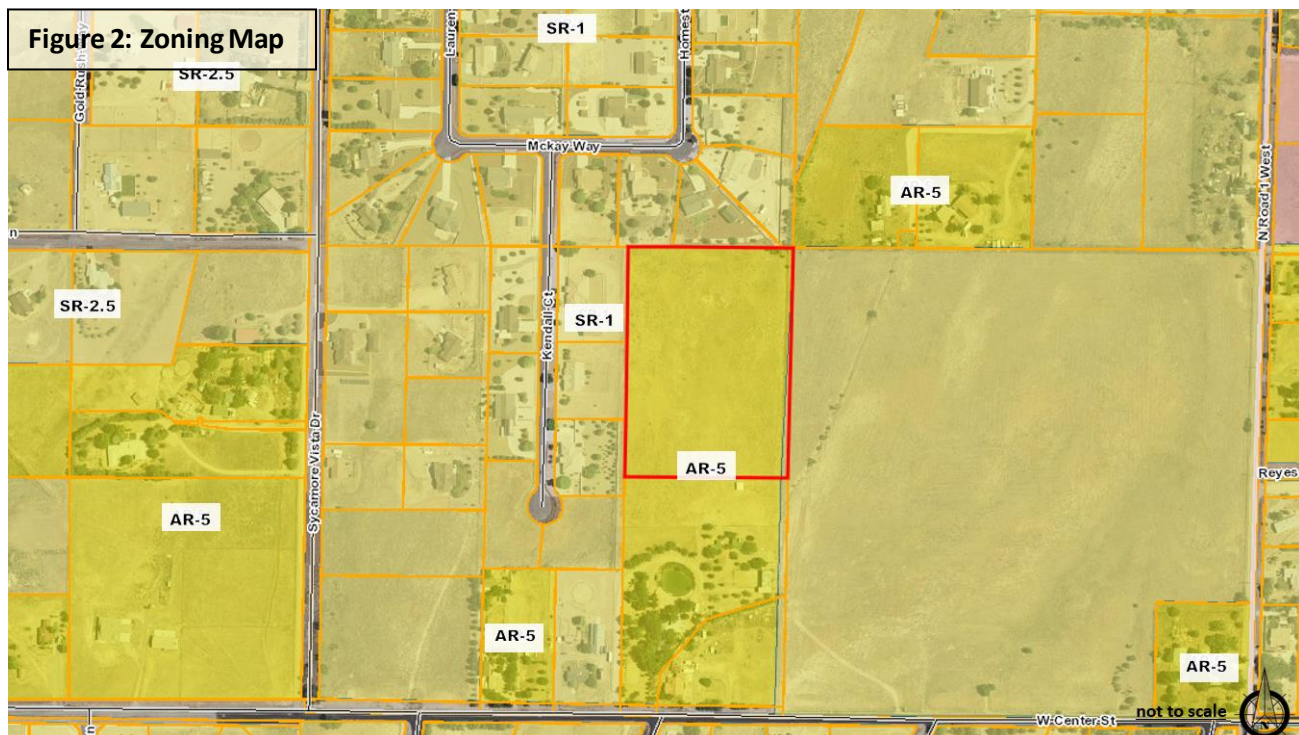
The subject property is generally located approximately 900 feet east of Sycamore Vista Drive and 638 feet north of West Center Street. The site is accessed through a 25' easement running along the west property line of APN 306-21-119, located directly south of the subject property. The site has a zoning classification of AR-5 (Agricultural Residential-5 Acre Minimum) and identified with a Land Use Designation of Medium Density Residential (2 acres or less). There are no improvements to the property. See Figure 1.



SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly low/medium density single family residential. The properties directly to the north are zoned SR-1 (Single Family Residential- 1 Acre Minimum) with single family residential homes which include and Mesa View South Subdivision. To the west, properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum) and AR-5 (Agricultural Residential- 5 Acre Minimum) with single family residential homes, vacant land and Mesa View South Subdivision. Directly to the south, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and further south SR-1 (Signal Family Residential- 1 Acre Minimum) with single family residential homes and Chino Valley Estates. To the east of the subject parcel, the property is zoned SR-1 (Single Family Residential- 1 Acre Minimum) with vacant land. **See Figure 2**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	SR-1	Medium Density Residential (2 ac or less)	Single Family Residence, Mesa View South Subdivision
West	SR-1, AR-5	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant, Mesa View South Subdivision
South	AR-5, SR-1	Medium Density Residential (2 ac or less)	Single Family Residence, Chino Valley Estates
East	SR-1, AR-5	Medium Density Residential (2 ac or less)	Vacant, Single Family Residence



PROJECT DESCRIPTION

The applicant has requested to rezone approximately 7.06 acres from AR-5 (Agricultural Residential–5 Acre Minimum) zoning district to SR-2 (Single Family Residential–2 Acre Minimum) zoning district. If the applicant is successful in receiving the approval of the requested zoning, the applicant intends to subdivide the property.

CITIZENS REVIEW & PUBLIC HEARING PROCESS

Town Staff notified property owners within a 300' radius, resulting in eighteen (18) notices for the neighborhood meeting and public hearings. Property owners received information regarding the applicant request for a zone change. To date, Staff has spoken to three property owners located west of the subject property. The residents are concerned about a road going behind their property. Staff informed those property owners that a 25' easement already exist south of the subject property for legal access. Furthermore, those property owners were informed that the easement could be further extended north if the subject parcel gets subdivided in the future.

The neighborhood meeting was held on August 20, 2018 at Town Hall. At said meeting there were approximately 13 attendees, most of them residing to the west of the subject property on Mesa View South Subdivision. Many of the issues that were brought up by the neighbors had to do with drainage issues. The subject property sits at a higher elevation than those abutting lots on Mesa View South. During the rainy season, the natural runoff goes in the direction of said lots which causes their back yards to flood.

The neighbors also brought up the issue of having a road going along their back yards. The applicant assured the attendees that the future easement would go in an east direction along the south property line and then turn north at the property's midpoint.

The item went before the Planning and Zoning Commission on September 4, 2018. Staff presented a brief overview of the project and findings.

The Commission was informed that the property would be subdivided into three (3) separate lots and that a manufactured home would be located on each property. Staff indicated that manufactured homes were not a zoning issue, further clarifying that the UDO (Unified Development Ordinance) does not regulate site-built or manufactured homes.

The Commissioners questioned whether a 25-foot easement was sufficient for multiple properties. They further commented that since both properties were owned by the same person, the owner could dedicate the additional 25 feet to make it a 50-foot legal access if it were a requirement. Staff explained that the Code requires a 50-foot easement for access when affecting a division of property if any newly created lots do not have legal access. Staff explained that when the original easement was conveyed through a division of land on the south property, the Code at that time only required a 25-foot easement. Staff further explained that an interpretation of the UDO was needed in order to determine if asking for an additional expansion of a legal non-conforming easement could be stipulated as a condition of approval on a zone case not involving the property in question.

The Commissioners discussed the possibility of recommending a larger lot zoning than what was requested by the applicant or if they should instead recommend a continuance until further information was provided. Staff noted that the decision would ultimately be the applicant's to make.

Commissioners asked Public Works Director Frank Marbury about the drainage issues brought up at the neighborhood meeting. Mr. Marbury explained that he was not aware of the specific issues for this property that might have arisen with drainage, but because of the higher elevation of the subject property, the general knowledge is that water drains from higher elevations to lower elevation properties. Typically, drainage follows the natural and historic patterns, which must be accommodated. Drainage could not be blocked or released at a faster rate than what is historically released to the south, which is why subdivisions have retention and detention requirements that do that. The State had general guidelines, but the municipal code was not clear on non-subdivided lots. State guidelines tend to exempt residential developments of one acre or greater in size. Local jurisdictions have the authority to modify their code as they see fit. In general, the property uphill would release the water at natural and historic rates. The Town's building permit process does not regulate retention requirements for individual residential lots.

Overall, the Commissioners felt as if the zoning request fit the area but had ongoing questions and felt the need to postpone any final decision until further clarification was provided on the easement issue. The drainage issue should not be addressed during the rezone process and instead should be addressed during the subdivision planning and also at the time of building permit application.

The Commissioners moved to continue the item until the next meeting when staff could answer the question as to whether the 25-foot easement was sufficient to feed the subject property if it was split or if it required additional expansion.

POST PLANNING AND ZONING MEETING AND FOLLOW UP'S

After the Planning and Zoning meeting staff spoke to Town's legal counsel for clarification on some of the questions that arose between staff and the Commission during the September 4th meeting. The main questions discussed were in regards to the 25-foot easement located south of the subject property and whether said easement could be extended an additional 25' as a condition of approval through a zoning ordinance for a property not in question. Further, staff asked for clarification as to if either staff or the Commission could ask/suggest to the applicant to change the zoning request to a larger residential zoning district in order to prevent future owners from performing additional splits or if the application would need to go forward with the initial request.

In regards to the easement width issue, the Town's legal counsel stated that the additional 25' easement cannot be required in this particular zoning case. Easement requirement for properties not being zoned create complications that are not usually found in zoning cases. Legal counsel commented that unless the applicant agrees to amend his application to a zoning district suggested by staff or the Commission, the application must be processed as requested.

Staff did speak to the applicant at length after the September 4th meeting regarding the option to request a lower density zoning district from what was initially being proposed. The applicant agreed to amend the application to give assurance that the subject property would only result in three lots for the near future. The applicant amended the application request and is now proposing to rezone the property to SR-2 (Single Family Residential- 2 acre minimum).

OCTOBER 2ND PLANNING AND ZONING MEETING

The item went before the Planning and Zoning Commission as a continued item on October 2, 2018. Staff presented a brief summary of the project to that point including discussions between staff and legal counsel on the questions that were raised during the September 4th Planning and Zoning meeting.

Staff discussed the neighborhood meeting held August 20th and issues and concerns raised by the thirteen people who attended said meeting. Their verbal and written concerns included drainage issues, location of the easement, and manufactured housing. Staff explained that the commission should not consider the difference between manufactured housing and site-built housing when making their decision on the application because the Town Code did not delineate between the two. Staff further stated that a developer could not be forced to build site-built homes. The Commission was tasked with determining if two acre lots were an appropriate residential zoning district for the subject property.

Staff noted that drainage and flooding issues should be settled through a separate mechanism and ongoing historic drainage issues should not influence a zoning decision by the Commission. Drainage is dealt with through various other processes such as improvement plans or property development plans. Public Works Director Frank Marbury had offered to meet with neighbor's onsite to look at any drainage issues.

During public comments a neighboring property owners stated that she had concerns about the subject property and the access road along the back side of her property. She stated that the elevation of the road would cause headlights to shine in her home. She opposed the location of the access road as it was designed and hoped the access road would be rerouted before it reached her property. Another neighbor stated that he also had concerns of the access road and future lot splits.

The Planning and Zoning Commission forwarded a recommendation of approval to Town Council to adopt Ordinance 18-852 to rezone 7.06 acres of real property from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) for APN 306-21-119.

Vote: **5-2 Passed**

DECEMBER 23 TOWN COUNCIL MEETING

The item was postponed to the first meeting in December.

FURTHER OUT-REACH TO APPLICANT AND NEIGHBORS

On November 14th staff conducted a site visit to the subject property. Staff walked the property with the applicant to observe the current conditions of the subject property and the surrounding area. The applicant showed staff the area where the existing easement is located and how said easement would be further extended.

On November 27th staff met with the residents of Mesa View South subdivision. There were seven (7) residents who reside adjacent to the subject property who attended. The residents bared there concerns to staff regarding the property being developed with manufactured homes and the increase in traffic on Center Street Road. The residents stated that if the zoning request is approved and the applicant goes forward with the project, they would like to see a wall to serve as a buffer between the Mesa View South subdivision and the applicant's property.

STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The current (AR-5) Agricultural Residential- 5 Acre Minimum is in conformance with the 2014 Chino Valley General Plan's Future Land Use Map which places the property in a Medium Density Residential (2 acres or less) land use. The proposed zoning of (SR-2) Single Family Residential - 2 Acre Minimum will continue to be in conformance with the Medium Density Residential (2 acres or less) land use designation.

ZONING

The parcel's current AR-5 zoning is intended to promote and preserve low-density single-family residential and agricultural development. The district's regulations and development standards are designed to protect the single-family residential and agricultural character of the district and to prohibit all incompatible activities. Development patterns in the general surrounding area show a transition from low density residential properties to medium density residential properties. The requested SR-2 zoning will serve as a transitional zoning between the AR-5 zoning districts to the south and the SR-1 zoning districts to the north.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission recommend that Town Council adopt Ordinance 18-852 to rezone 7.06 acres of real property from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) for APN 306-21-119.



MESA VIEW SOUTH
SUBDIVISION

25' Easement

W Center St

W Center St

Property Description

APN:	306-21-119
Site Address:	N/A
Lot Size:	7.06 Acres (approx. 307,533 sq. ft.)
Existing Zoning:	AR-5 (Agricultural/Residential- 5 Acre Minimum)
Proposed Zoning:	SR-2 (Single Family Residential- 2 Acre Minimum)
General Plan Designation:	Medium Density Residential (2 ac or less)
Existing Land Use:	Vacant/ Undeveloped

Not to scale



ORDINANCE NO. 18-852

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 7.06 ACRES OF REAL PROPERTY GENERALLY LOCATED APPROXIMATELY 900 FEET EAST OF SYCAMORE VISTA DRIVE AND 638 FEET NORTH OF WEST CENTER STREET, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO SR-2 (SINGLE FAMILY RESIDENTIAL – 2 ACRE MINIMUM), ZONING DISTRICT.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map for a ± 7.06 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-2 (Single Family Residential – 2 acre minimum); 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 plan, 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 recommended approval of the rezoning; and

WHEREAS, the Town Council opened the public hearing on the proposed rezoning on October 23, 2018, and continued the hearing until the first regularly-scheduled Town Council meeting in December; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this Ordinance.

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

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

Section 2. The Official Zoning Map is hereby amended for property consisting of approximately 7.06 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, to rezone it from AR-5 (Agricultural Residential – 5 acre minimum) to SR-2 (Single Family Residential – 2 acre minimum) zoning district. The Property described herein shall be used in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 11th day of December, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 18-852 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 11, 2018, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 18-852

[Legal Description]

See following pages.

All that portion of the Southwest Quarter of the Southeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona described as follows:

Commencing at the Southeast Corner of Section 21;

THENCE North $89^{\circ} 34' 00''$ West 1814.63 feet along the south line of Section 21 to a one-half inch rebar;

THENCE North $01^{\circ} 25' 30''$ East 670.83 feet to the TRUE POINT OF BEGINNING;

THENCE North $01^{\circ} 25' 30''$ East 658.56 Feet to a one-half inch rebar;

THENCE South $89^{\circ} 25' 25''$ West 467.80 Feet to a one-half inch rebar;

THENCE South $01^{\circ} 33' 00''$ West 658.58 feet to a one-half inch rebar;

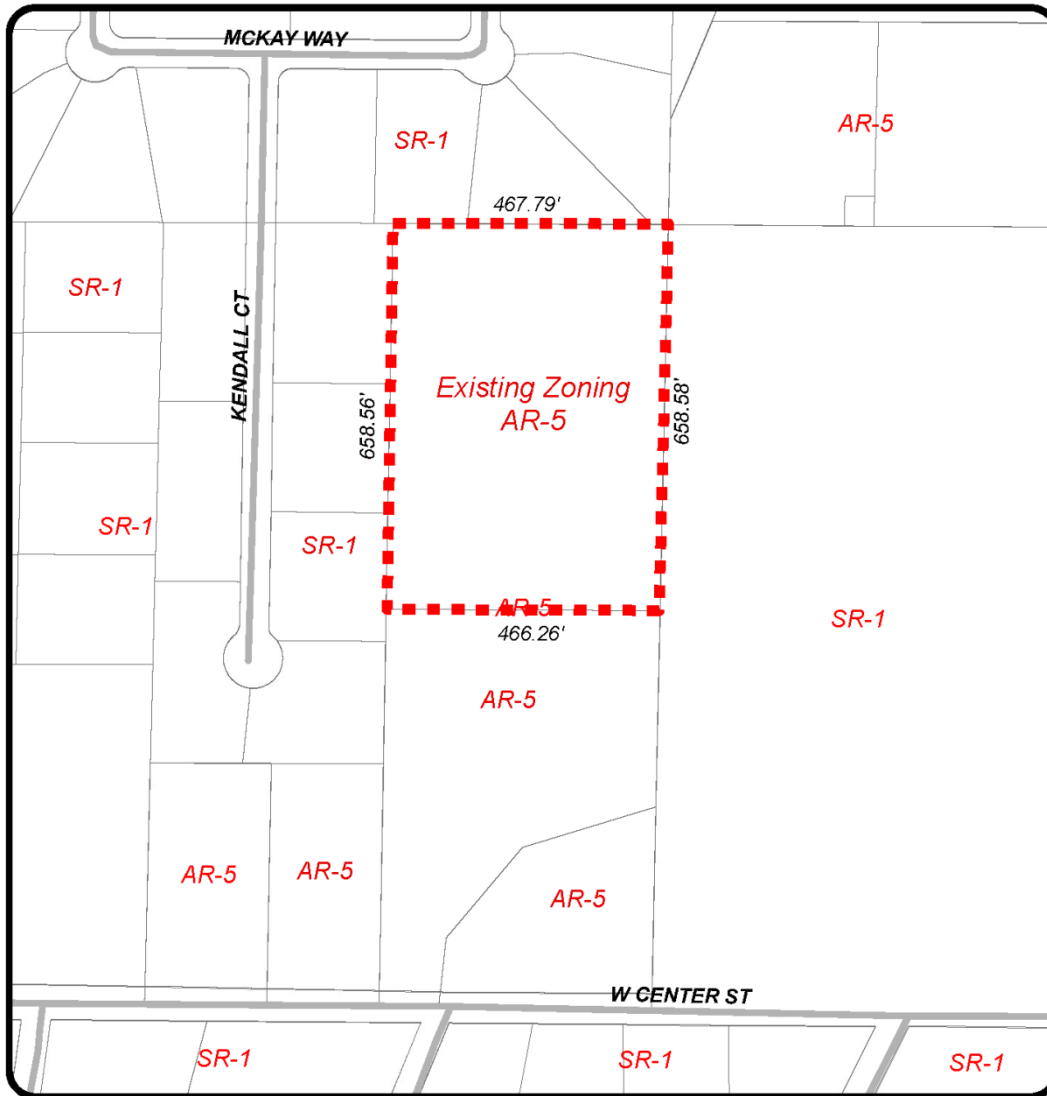
THENCE North $89^{\circ} 25' 26''$ West 466.37 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE NO. 18-852

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



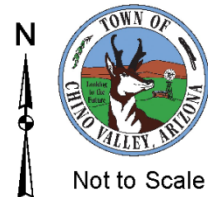
Z18-000013: Gempe

■ ■ ■ Subject Property

Applicant: Gesine Gempe

Request: Rezone 7.06 acres from AR-5 zoning district to SR-2 zoning district.

Location: No Physical Address, APN- 306-21-119





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 12/11/2018

Contact Person: Alex Lerma, Associate Planner
Phone: 928-626-4427 x-1295

Department: Development Services

Item Type: Action-Presentation

Estimated length of staff presentation: 5 minutes

Physical location of item: Located approximately 375 feet east of the northeast corner of State Route 89 and Road 4 North intersection at 868 East Road 4 North.

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance 18-858 to rezone 2.71 acres of real property, Assessor Parcel No. 306-04-010U, located approximately 375 feet east of the northeast corner of State Route 89 and Road 4 North intersection at 868 East Road 4 North from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district. (Owner of Record: Corey and Robin Mendoza) (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to adopt Ordinance 18-858 to rezone 2.71 acres of real property from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district for Assessor Parcel No. 306-04-010U.

SITUATION AND ANALYSIS:

See attached Staff Report.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Mendoza Road 4 North Staff Report

Mendoza Road 4 North Site Plan

ORD 18-858 - Mendoza Rezone



TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number:	Z18-000022
Assessor's Parcel Number:	306-04-010U
Site Location:	Located approximately 375 feet east of the northeast corner of State Route 89 and Road 4 North intersection at 868 East Road 4 North.
Property Owner:	Corey and Robin Mendoza
Applicant:	Corey and Robin Mendoza
Request:	Request to rezone approximately 2.71 acres of real property from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district.

SITE DATA

Existing Zoning	CH (Commercial Heavy)
Lot Size	2.71 acres (approx. 118,047 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Potential Community Core
Existing Land Use	trucking business, medical marijuana research and development facility

BACKGROUND

SITE DESCRIPTION

The subject property is located approximately 375 feet east of the northeast corner of State Route 89 and Road 4 North intersection at 868 East Road 4 North. The site is currently accessed through East Road 4 North. The site has a zoning classification of CH (Commercial Heavy) and identified with a Land Use Designation of Potential Community Core. Improvements to the property include an office building and three (3) steel buildings. **See Figure 1: Site Map**



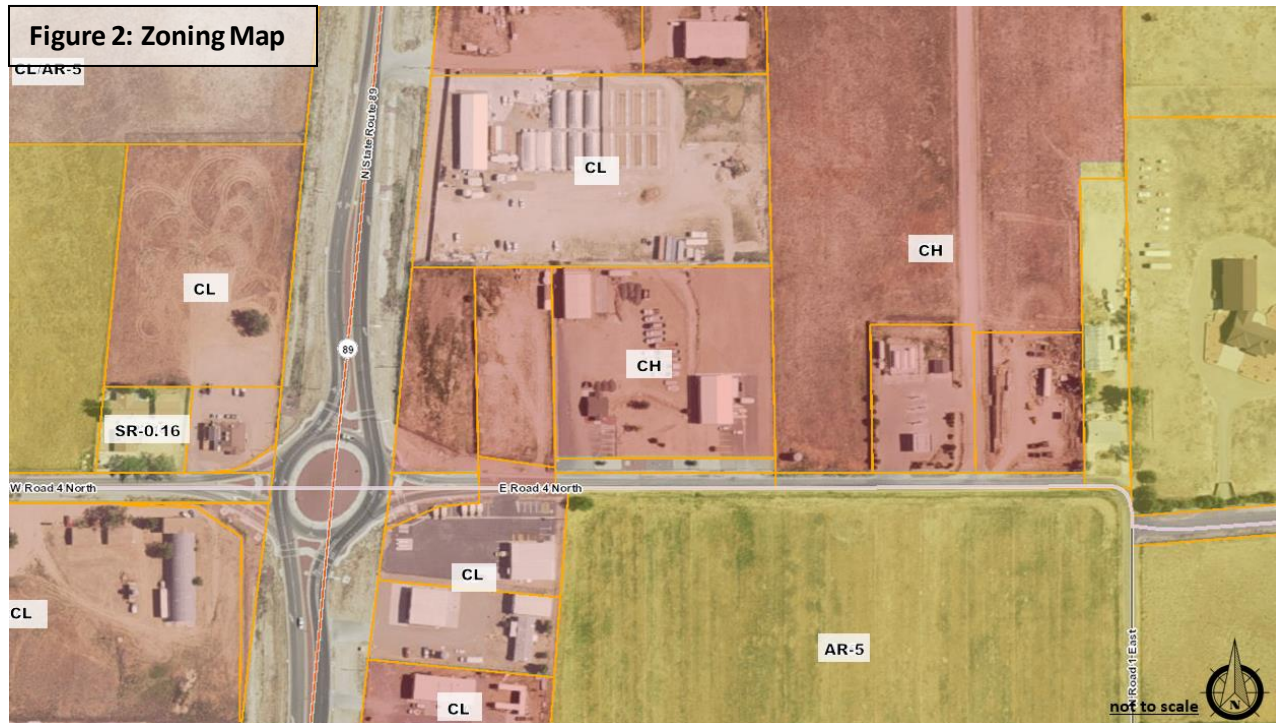
PROJECT HISTORY

On June 24, 2010 Town Council adopted Ordinance 10-733 to provide for the zone change of Assessor's Parcel Number 306-04-01J, the property's parent parcel, from AR-5 (Agricultural/Residential- 5 Acre Minimum) to CH (Commercial Heavy).

On April 25th, 2017 Town Council approved a Conditional Use Permit (CUP17-001) for Assessor's Parcel Number 306-04-010U to allow a medical marijuana research facility within the (CH) Commercial Heavy zoning district, subject to the following conditions:

1. The CUP shall be in effect for a period of 10 years, unless terminated earlier by the Owner or Town pursuant to the UDO.
2. There shall be no indication of the use of the structure visible from the outside, i.e., no signage.
3. Product shall be transferred to other recognized medical research facilities only. No product produced at the facility shall be offered for sale or distribution to the public or to wholesale outlets.
4. Leaves, stems and all other parts of the plant that are not processed or grown specifically for research purposes shall be destroyed before leaving the facility.
5. Access to the facility is limited to research staff only. No members of the general public shall be admitted.
6. No hazardous materials shall be used or created.
7. Security measures shall be equal to or greater than that which is required by A.R.S. Title 36, Public Health and Safety, Chapter 28.1 Arizona Medical Marijuana Act, and Arizona Administrative Code Title 9 Health Services, Chapter 17 Medical Marijuana Program.

8. All research activities shall take place within an enclosed, locked facility.
9. The owner or operator of the facility shall comply with all federal, state, and local laws and regulations and shall obtain all licensing and certifications required by federal, state and local laws for the research conducted within the facility.



SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly made up of commercial uses and vacant land. The property directly to the north is zoned CL (Commercial Light) and is currently being used for a MMJ growing facility. To the east, properties are zoned CH (Commercial Heavy). These properties are currently used as a fueling station and vacant land. Further east, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum), these properties currently contain residential uses. Directly to the south, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum), CL (Commercial Light) and CH (Commercial Heavy). These properties to the south are being used for frozen good sales/delivery, a Baptist church and vacant land. To the west, properties are zoned CH (Commercial Heavy), and are currently vacant land. **See Figure 2: Zoning Map**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	CL	Potential Community Core	Commercial Use
East	CH	Potential Community Core	Vacant
South	AR-5, CL, CH	Potential Community Core, Commercial/ Multi- Family Residential	Commercial Use, Vacant
West	CH	Potential Community Core	Vacant

PROJECT DESCRIPTION

The applicant has requested to rezone approximately 2.71 acres from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district. C&R Trucking, the primary business on the property, will be relocating to another location. The more intense land use of trucking maintenance will no longer be needed on the site. The existing tenant will be using the entire property. The applicant believes that removing the trucking business and down-zoning the property will reduce the impact on the surrounding area based on the less intense uses allowed in the CL (Commercial Light) zoning district. All existing buildings will remain and will be used for future purposes. **See Appendix A: Site Plan**

CITIZENS REVIEW & PUBLIC HEARING PROCESS

Town Staff notified property owners within a 300 foot radius, resulting in nine (9) notices informing them of the scheduled neighborhood meeting and public hearings. To date, Staff has not received any request for this application.

The neighborhood meeting was held on October 24, 2018 at Town Hall. There were no attendees at said meeting.

The item went before the Planning and Zoning Commission on November 6, 2018. The Planning and Zoning Commission forwarded a recommendation of approval to Town Council for this.

Passed- Unanimously

STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The property has a General Plan Land Use Designation of Commercial and Potential Community Core. Through the General Plan, the Town has identified six Community Cores and the types of Land Uses for each Core. The Cores should be a mixture of land uses that implement important components such as pedestrian, building appearance, colors street trees and other types of vegetation. The Cores should offer alternative lifestyles, should support local businesses and should promote future business expansion.

The subject property is within one of the Cores that has been identified as a Long-Term Core or a Core that will begin development after 10 years. The Future Mixed-Use Hub Road 4 North/ State Route 89 Core identifies two Corridor Potentials. The first is a planned round-about which was completed in 2013-2014. The second is a future north loop to Old Home Manor developments.

Although the 4 North/ State Route 89 Potential Community Core is a long-term core, preparation for the future is essential. Having several different zoning districts within the core will allow different land uses to develop within the core. The use of residential development with a mix of different commercial land uses will conform to the Towns vision of Community Cores. The CL zoning district will allow for less intense land uses within a Core that has more intense uses overall.

ZONING

The property directly to the south is a 30-acre lot subdivision within the AR-5 zoning district, this property has the potential to be developed as a medium density residential subdivision or subdivided into low density residential lots. Having residential zoning districts abutting a Commercial Heavy zoning district becomes a concern to staff based on the intense uses allowed in the CH zoning district and the negative impact they might have on abutting residences. Negative impacts such as noise, dust, lights and smells are factors more commonly attributed to more intense commercial uses. The CL zoning district will reduce the impact the property might produce on the adjacent property by down-zoning to lighter commercial land uses. The adjacent properties to the north and south have a zoning classification of CL and will support the applicants zoning request of the same classification.

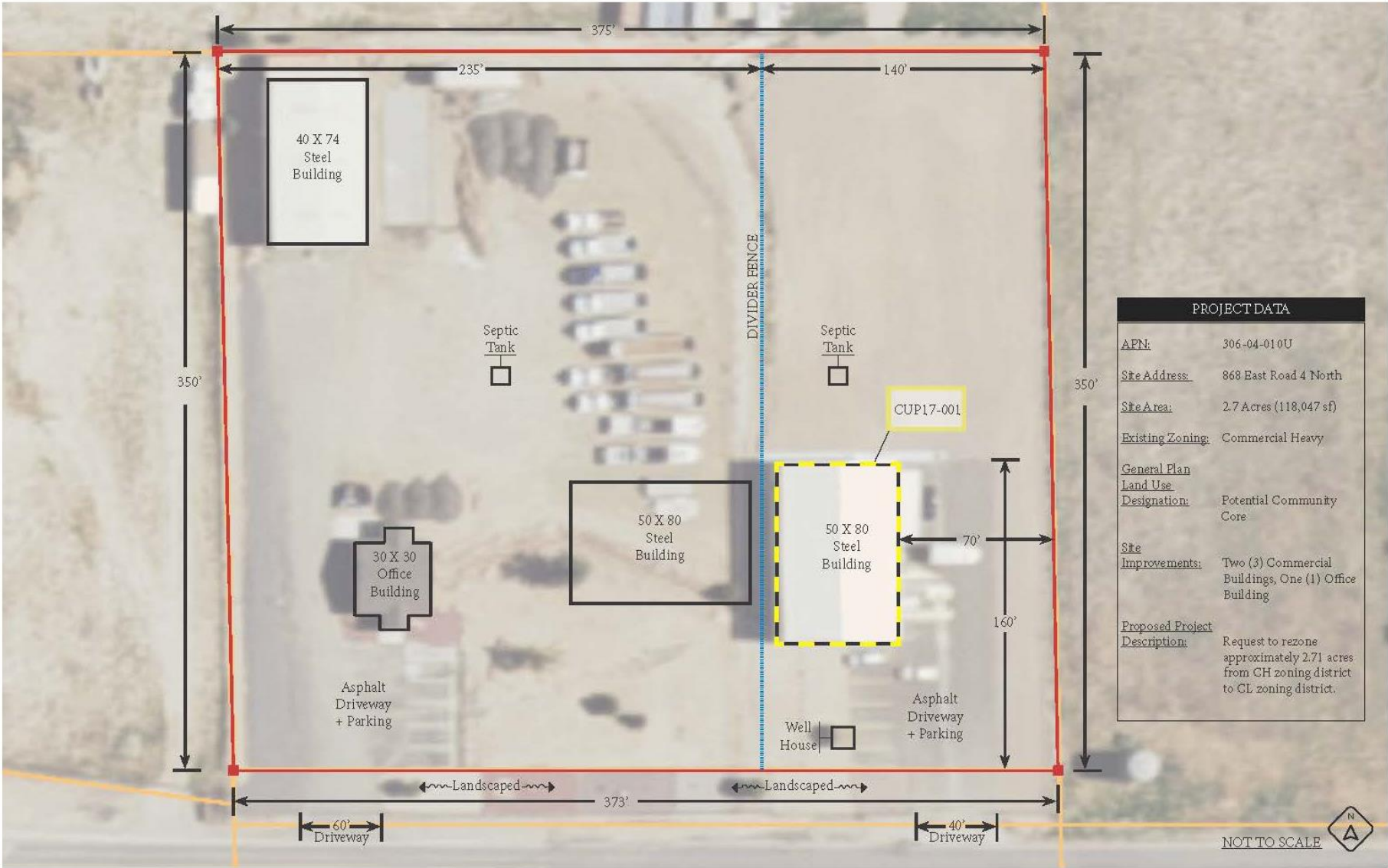
CONDITIONAL USE PERMIT (CUP17-001)

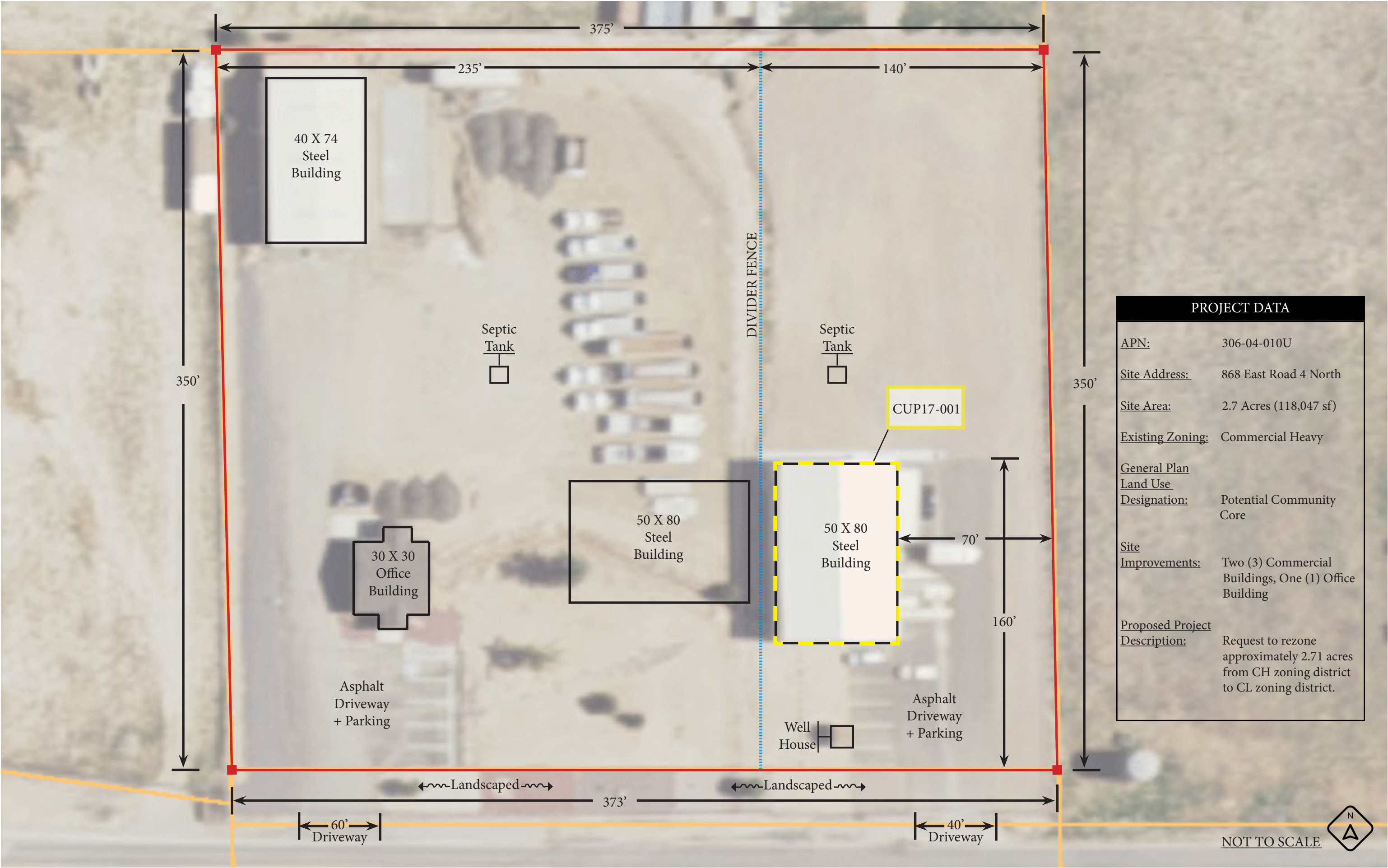
The Conditional Use Permit approved by Council on April 25th, 2017 to allow a medical marijuana research facility will not have an effect on the zone change. The Conditional Use Permit is static or separate from the property's zoning classification. If the applicant's zoning request is approved, the Conditional Use Permit will remain the same. Since the approval date of April 25, 2017, the applicant has abided by all conditions set forth in CUP17-001 and under the new zoning district.

STAFF RECOMMENDATION

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to adopt Ordinance 18-858 to rezone 2.71 acres of real property from CH (Commercial Heavy) zoning district to CL (Commercial Light) zoning district for APN 306-04-010U.

APPENDIX: A SITE PLAN





ORDINANCE NO. 18-858

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 2.71 ACRES OF REAL PROPERTY GENERALLY LOCATED APPROXIMATELY 375 FEET EAST OF THE NORTHEAST CORNER OF STATE ROUTE 89 AND ROAD 4 NORTH, AT 868 EAST ROAD 4 NORTH, FROM THE CH (COMMERCIAL HEAVY) ZONING DISTRICT TO THE CL (COMMERCIAL LIGHT), ZONING DISTRICT.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley Official Zoning Map for a ± 2.71 acre parcel zoned CH (Commercial Heavy) to CL (Commercial Light); 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 plan, 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 recommended approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this Ordinance.

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

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

Section 2. The Official Zoning Map is hereby amended for property consisting of approximately 2.71 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, to rezone it from CH (Commercial Heavy) to CL (Commercial Light). The Property described herein shall be used in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 11th day of December, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 18-858 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 11, 2018, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 18-858

[Legal Description]

See following pages.

The East 1102 feet of the Southeast quarter 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, lying East of U.S. Highway 89.

EXCEPTING therefrom the East 600 and the North 1034.1 feet, and EXCEPTING the following described parcel:

Beginning at the Southwest corner of the above described parcel;

Thence East along the South line of the Southeast quarter of said Section 3, 130 feet;

Thence North 375 feet to a point on the North line of the above described parcel;

Thence West 130 feet along said North line;

Thence South 375 feet along the West line of said parcel, to the TRUE POINT OF BEGINNING, as recorded in Book 2381 of Official Records, Page 450, records of Yavapai County, Arizona.

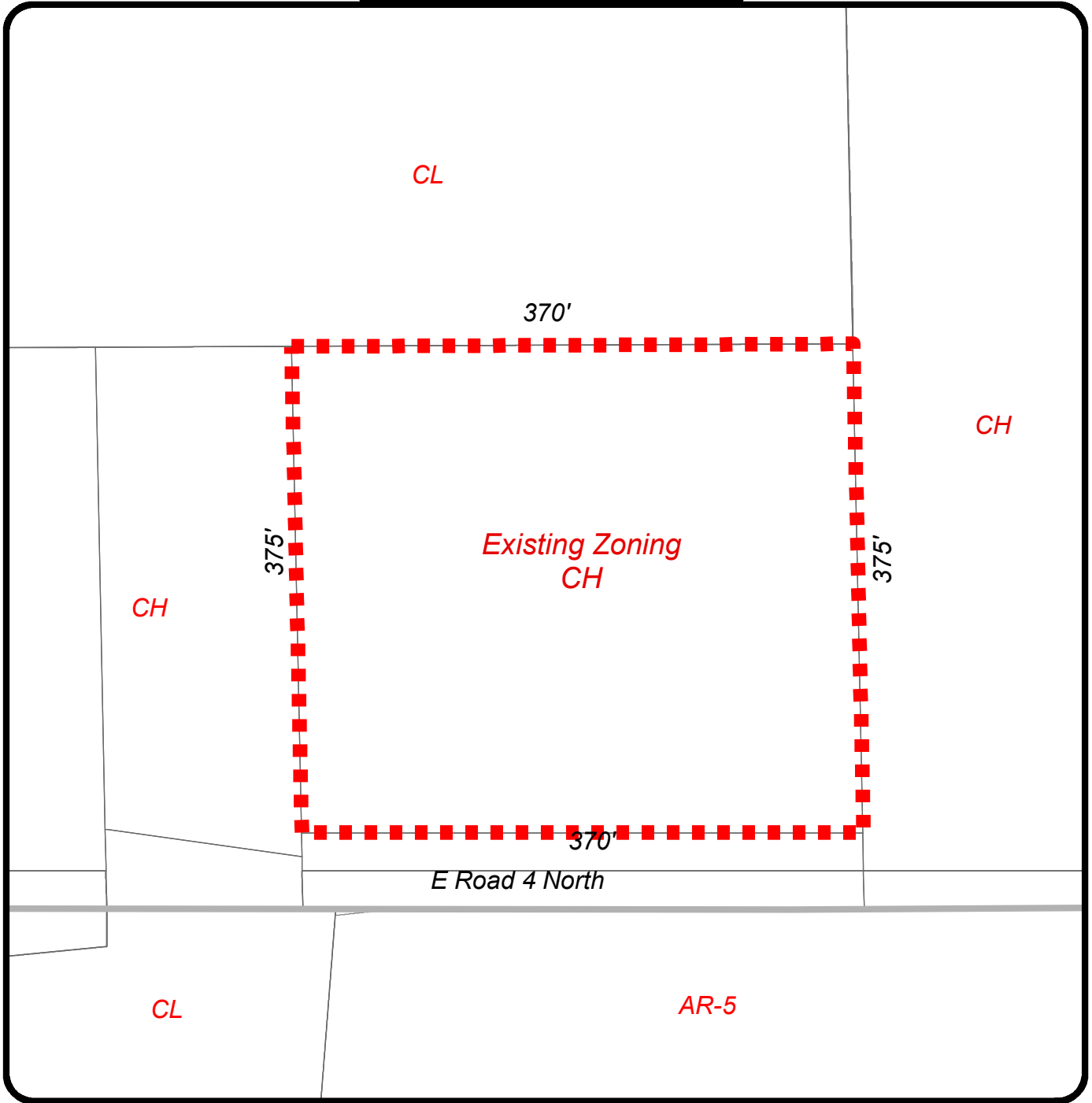
ALSO EXCEPT any portion lying within dedicated roadway known as East Road 4 North.

EXHIBIT 2
TO
ORDINANCE NO. 18-858

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



Z18-000022: MENDOZA

■ ■ ■ Subject Property

Applicant: Corey Mendoza

Request: Rezone 2.71 acres from CH zoning district to CL zoning district.

Location: 864 East Road 4 North Chino Valley, AZ 86323

APN: 306-04-010U



Not to Scale



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 12/11/2018
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Town Hall (202 N State Route 89)

AGENDA ITEM TITLE:

Consideration and possible action to approve and authorize Mayor Croft to sign the Fourth Amendment to Lease Agreement and the Memorandum of Fourth Amendment to Lease Agreement with Sun State Towers III, LLC, both related to a revised legal description, access easements and utility easements for the Wireless Communications Tower at Town Hall. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve and authorize Mayor Croft to sign the Fourth Amendment to Lease Agreement and the Memorandum of Fourth Amendment to Lease Agreement with Sun State Towers III, LLC.

SITUATION AND ANALYSIS:

The Town and Sun State Towers entered into a wireless communications site lease agreement and Memorandum of Lease on May 12, 2015 for communications facilities at Town Hall and the Recreation Building; Amendment #1 dated August 25, 2015 revised the lease area, access and utility easements at the Recreation Building, Amendment #2 dated December 18, 2017 revised the lease area, access and utility easements at Town Hall, and Amendment #3 approved by Town Council October 10, 2017 clarified the triggering event for rent at the Town Hall Site. Amendment #4 would relocate the utility easements to run along the existing block wall and then along the curb line to the existing tower site from where Amendment #2 indicated utility easements which was through the open area just south and east of the Town Hall Building.

Fiscal Impact

Fiscal Impact?: 0

If Yes, Budget Code:

Available:

Funding Source:

Attachments

SusnState WCF Site Lease - 4th Amendment

SusnState WCF Site Lease - 4th Amendment - Memorandum

Site Survey

FOURTH AMENDMENT TO WIRELESS COMMUNICATIONS SITE LEASE

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“Fourth Amendment”) is executed as of this ____ day of _____, 2018 (the “Execution Date”) by and between the TOWN OF CHINO VALLEY, a municipal corporation and political subdivision of the State of Arizona (“Chino Valley”), and SUN STATE TOWERS III, LLC, a Delaware limited liability company (“Sun State Towers”).

RECITALS

A. Chino Valley and Sun State Towers, LLC (“Original Lessee”) entered into a Wireless Communications Site Lease dated May 12, 2015 (the “Original Lease”), whereby Chino Valley leased to Original Lessee certain Premises that are a portion of the real property known as the Chino Valley Town Hall Site, located at 202 North State Route 89, Chino Valley, Arizona (the “TH Site”) and a portion of the real property known as the Chino Valley Recreation Building Site located at 1615 North Road 1 East, Chino Valley, Arizona (the “RB Site”).

B. The Original Lease was amended on August 25, 2015, (the “First Amendment”), revising the legal description and location of the utility easement necessary for Lessee’s use of the RB Site under the Original Lease (the “First Amended Lease”).

C. With the consent of Chino Valley, the First Amended Lease was assigned by Original Lessee to Lessee by Assignment and Assumption of Real Property Lease dated December 30, 2016, recorded December 30, 2016, as Record No. 2016-0066129 in the Office of the Yavapai County Recorder, specifically with regard to the RB Site.

D. By Amended and Restated Assignment and Assumption of Real Property Lease, the First Amended Lease was assigned by Original Lessee to Lessee with regard to both the RB Site and the TH Site.

E. Pursuant to the Second Amendment to Wireless Communications Site Lease dated December 18, 2017, between Chino Valley and Lessee (the “Second Amendment”), the locations of the lease area, the access easement and the utility easement at the TH Site were revised.

F. Pursuant to the Third Amendment to Wireless Communications Site Lease dated December 18, 2017 (the “Third Amendment”), Lessee was permitted to enter into a tower space lease with a provider of internet service, Speedconnect LLC, a Michigan limited liability company (“Speedconnect”), which included additional rent as compensation to Chino Valley for wireless internet providers (“WIP”) who co-locate on Chino Valley’s towers. The Original Lease, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to herein as the “Lease”.

G. The Lease is evidenced by that certain Memorandum of Lease Agreement recorded on June 23, 2015, as Instrument No. 2015-0029256 in the Official Records of Yavapai County, Arizona, that certain Memorandum of Amendment to Lease Agreement recorded on November 2, 2015, as Instrument No. 2015-0052519 in the Official Records of Yavapai County, Arizona, and that certain Second Amendment to Memorandum of Lease Agreement recorded on December 19, 2017, as Instrument No. 2017-0065607 in the Official Records of Yavapai County, Arizona (collectively, the “Memorandums”).

H. Chino Valley and Sun State Towers now desire to amend the Lease and the Memorandums with respect to the TH Site as hereinafter set forth.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Any capitalized terms used in this Fourth Amendment and not defined herein shall have the meanings ascribed thereto in the Lease and/or the Memorandums, as applicable.
2. **Exhibit A-2 – Descriptions of TH Site.** The legal descriptions of the TH Site attached as Exhibit A-2 to the Lease are hereby deleted in their entirety and replaced with the forms of the legal descriptions set forth on Exhibit A-2 (Revised) attached hereto and made a part hereof.
3. **Memorandums.** The Memorandums are hereby deleted in their entirety.
4. **Successors and Assigns.** This Fourth Amendment runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
5. **Miscellaneous.** Except as specifically set forth herein, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any inconsistencies between this Fourth Amendment and the Lease, the terms of this Fourth Amendment shall govern and control.
6. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same original instrument. This Fourth Amendment may be executed via facsimile or “pdf” signature, and any such signature shall constitute an original and all such signatures when taken together shall constitute one and the same original instrument.
7. **Non-Default.** By executing this Fourth Amendment, Sun State Towers affirmatively asserts that (i) Chino Valley is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Lease and

(ii) any and all Sun State Towers claims, known and unknown, relating to the Lease and existing on or before the date of this Fourth Amendment are forever waived.

8. **Conflict of Interest.** This Fourth Amendment and the Lease may be canceled by Chino Valley pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, Chino Valley and Sun State Towers have caused this Fourth Amendment to be executed as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

SUN STATE TOWERS:

SUN STATE TOWERS III, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

**EXHIBIT A-2 (REVISED)
TO
WIRELESS COMMUNICATIONS SITE LEASE**

[Descriptions to the TH Site]

See following pages.

EXHIBIT A-2 (REVISED)

DESCRIPTIONS OF THE TH SITE

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 363.51 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 116.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29°55'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29°55'26" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'27" WEST, A DISTANCE OF 273.19 FEET; THENCE SOUTH 29°34'27" WEST, A DISTANCE OF 142.32 FEET; THENCE SOUTH 59°57'23" EAST, A DISTANCE OF 41.79 FEET TO THE POINT OF TERMINUS.

SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

EXHIBIT A-2 (REVISED) CONT'D

DESCRIPTIONS OF THE TH SITE

UTILITY EASEMENT #1 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02°59'47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 2.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'52" WEST, A DISTANCE OF 382.51 FEET; THENCE NORTH 30°05'06" EAST, 141.42 FEET; THENCE NORTH 65°30'52" EAST, 12.84 FEET TO THE POINT OF TERMINUS.

UTILITY EASEMENT #2 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°56'48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 363.51 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 116.64 FEET; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 38.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°02'37" WEST, A DISTANCE OF 11.99 FEET; THENCE NORTH 59°57'23" WEST, A DISTANCE OF 13.73 FEET; THENCE NORTH 29°45'01" EAST, A DISTANCE OF 11.96 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 13.80 FEET TO THE POINT OF BEGINNING.

Prepared by and Return To:
 Sun State Towers III, LLC
 1426 North Marvin Street #101
 Gilbert, AZ 85233
 Site # AZ09-007
 Site Name: Chino II – TH Site
 Tax Parcel No.: 306-23-047F

MEMORANDUM OF FOURTH AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FOURTH AMENDMENT TO LEASE AGREEMENT (this “Memorandum”) is entered into on this ____ day of _____, 2018, by and between TOWN OF CHINO VALLEY, a municipal corporation and political subdivision of the State of Arizona, having a mailing address of 202 North Highway 89, Chino Valley, AZ 86323 (“Landlord”) and Sun State Towers III, LLC, a Delaware limited liability company, having a mailing address of 1426 North Marvin Street, #101, Gilbert, AZ 85233 (“Tenant”).

1. Lease. Landlord and Sun State Towers, LLC, an Arizona limited liability company (“Original Tenant”) entered into that certain Wireless Communications Site Lease, as amended by that certain First Amendment to Wireless Communications Site Lease dated August 25, 2015, and that certain Second Amendment to Wireless Communications Site Lease dated December 18, 2017, and that certain Third Amendment to Wireless Communications Site Lease dated December 18, 2017 (as amended, the “Lease”), which Lease was assigned to Tenant, relating to real property located in Yavapai County, Arizona, as more particularly described in the Agreement (the “Property”), as evidenced by that certain Memorandum of Lease Agreement recorded on June 23, 2015 as Instrument No. 2015-0029256 in the Official Records of Yavapai County, Arizona, that certain Memorandum of Amendment to Lease Agreement recorded on November 2, 2015 as Instrument No. 2015-0052519 in the Official Records of Yavapai County, Arizona, and that certain Second Amendment to Memorandum of Lease Agreement recorded on December 19, 2017 as Instrument No. 2017-0065607 in the Official Records of Yavapai County, Arizona (collectively, the “Memorandums”). Landlord and Tenant have subsequently entered into that certain Fourth Amendment to Lease Agreement dated _____, 2018 (the “Fourth Amendment”) (collectively, the Lease, the Memorandums and the Fourth Amendment are referred to herein as the “Agreement”).

2. Amendment to Exhibit A-2 – Descriptions of the TH Site. Landlord and Tenant further entered into the Fourth Amendment for the purpose of deleting Exhibit A-2 attached to the Lease and replacing Exhibit A-2 with the form of Exhibit A-2 attached to the Fourth Amendment and attached hereto as Exhibit A-2 in order to provide all interested parties with notice thereof.

3. Construction of Memorandum. This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Any capitalized terms used in this Memorandum and not defined herein shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed as of the date first above written.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

SUN STATE TOWERS III, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2018, before me personally appeared for the Town of Chino Valley, the Managing Member of Sun State Towers III, LLC whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the limited liability company.

Notary Public

(Affix notary seal here)

**EXHIBIT A-2 (REVISED)
TO
WIRELESS COMMUNICATIONS SITE LEASE**

[Descriptions to the TH Site]

See following pages.

EXHIBIT A-2

DESCRIPTIONS OF THE TH SITE

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SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED RESPECTIVELY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE

UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

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DESCRIPTIONS OF THE TH SITE

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SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-864-9586 • FAX 480-864-9850

SITE NAME:
AZ09-007
CHINO VALLEY2

SITE ADDRESS:
202 N. STATE ROUTE 89
CHINO VALLEY, AZ 85323

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MJG	07/24/14	PRELIM SUBMITTAL
2	MJG	11/17/14	FINAL SUBMITTAL
3	MJG	08/15/15	REVISED ACCESS
4	MJG	03/11/16	REVISED SITE
5	MJG	03/25/16	REVISED ACCESS
6	MJG	07/27/18	REVISED SITE
7	MJG	10/25/18	REVISED SITE



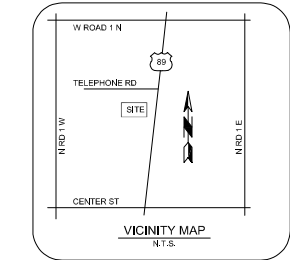
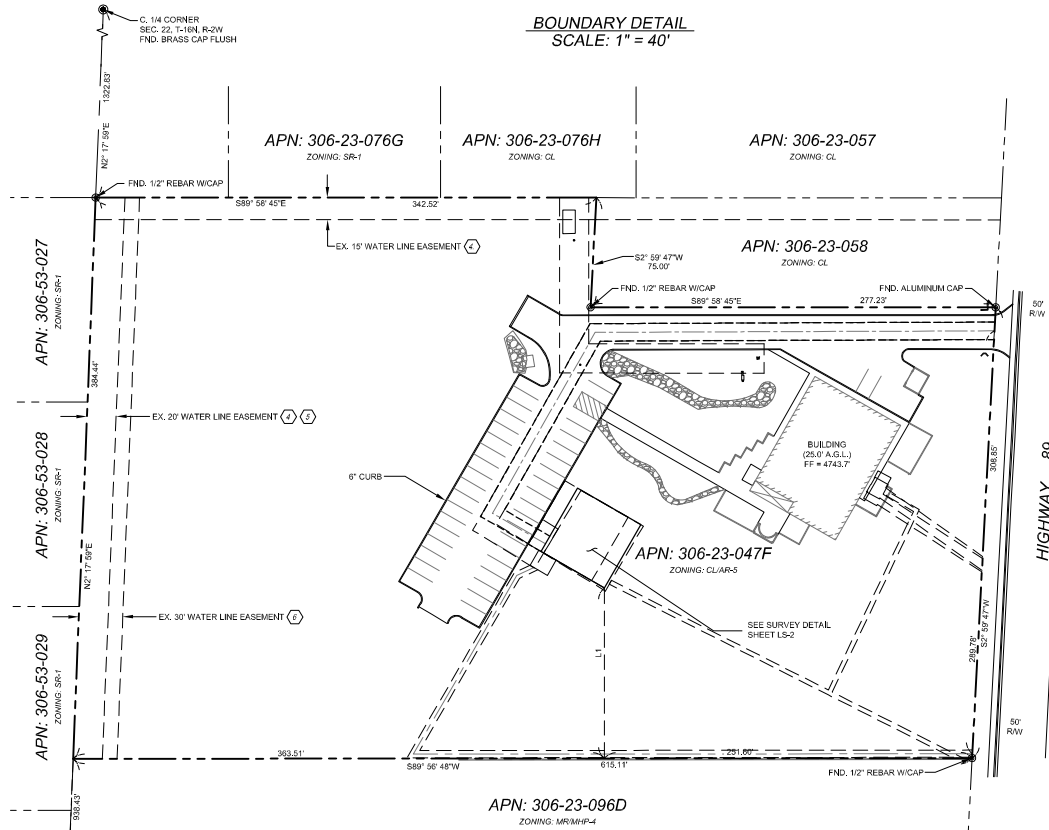
1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85005
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403062	MJG	MJG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1

BOUNDARY DETAIL SCALE: 1" = 40'



LESSOR'S LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, BEING MARKED BY A 3 INCH DIAMETER BRASS CAP MONUMENT:

THENCE NORTH 02° 17' 59" EAST (BASIS OF BEARINGS FOR THIS DESCRIPTION), (NORTH 01° 50' 50" EAST RECORD) ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET (938.44 FEET RECORD) TO THE NORTHWEST CORNER OF THE LAND DESCRIBED AS EXCEPTION TRACT 8 IN DEED TO THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT RECORDED IN BOOK 4275, PAGE 54 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID POINT BEING MARKED WITH A 1/2 INCH DIAMETER REBAR CAPPED LS 12005, AND BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 02° 17' 59" EAST (NORTH 01° 50' 50" EAST RECORD) ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 384.44 FEET (384.42 FEET RECORD) TO THE NORTHWEST CORNER OF THE LAND DESCRIBED AS EXCEPTION TRACT C IN SAID DEED, SAID POINT BEING MARKED BY A 1/2 INCH DIAMETER REBAR CAPPED LS 12005.

THENCE SOUTH 89° 56' 45" EAST (NORTH 89° 33' 00" EAST RECORD) ALONG THE NORTH LINE OF SAID LAND, A DISTANCE OF 342.52 FEET (342.51 FEET RECORD) TO THE NORTHWEST CORNER OF THE LAND DESCRIBED AS EXCEPTION TRACT C IN SAID DEED, SAID POINT BEING MARKED BY A 1/2 INCH DIAMETER REBAR CAPPED LS 12005.

THENCE SOUTH 02° 59' 47" WEST (SOUTH 02° 33' 30" WEST RECORD) ALONG THE WEST LINE OF SAID TRACT C, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT C.

THENCE SOUTH 89° 56' 45" EAST (NORTH 89° 33' 00" EAST RECORD) ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 277.23 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY 89 AS DESCRIBED IN BOOK 340, PAGE 46 OF OFFICIAL RECORDS OF SAID COUNTY.

THENCE SOUTH 02° 59' 47" WEST (SOUTH 02° 33' 30" WEST RECORD) ALONG SAID RIGHT-OF-WAY, A DISTANCE 308.85 FEET (308.06 FEET RECORD) TO THE SOUTHEAST CORNER OF SAID LAND DESCRIBED IN DEED TO YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT.

THENCE SOUTH 89° 56' 48" WEST (SOUTH 89° 29' 55" WEST RECORD) ALONG THE SOUTH LINE OF SAID LAND, A DISTANCE OF 615.11 FEET (615.16 FEET RECORD) TO THE TRUE POINT OF BEGINNING.

LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02° 17' 59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02° 17' 59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 508.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89° 56' 48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 363.51 FEET; THENCE NORTH 02° 00' 00" EAST, A DISTANCE OF 116.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60° 04' 34" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 29° 50' 20" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 60° 04' 34" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 29° 50' 20" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02° 17' 59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02° 17' 59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 508.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89° 56' 48" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 02° 59' 47" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 292.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 42' 27" WEST, A DISTANCE OF 275.19 FEET; THENCE SOUTH 29° 50' 20" WEST, A DISTANCE OF 142.32 FEET; THENCE SOUTH 59° 57' 23" EAST, A DISTANCE OF 41.79 FEET TO THE POINT OF BEGINNING.

SIDE LINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED NECESSARILY IN ORDER TO PROVIDE A CONTIGUOUS EASEMENT THROUGHOUT AND TO TERMINATE UPON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS.

TITLE REPORT SCHEDULE "B" ITEMS

- AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES RECORDED AS BOOK 159 OF DEEDS, PAGE 294.
- AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES RECORDED AS BOOK 272 OF OFFICIAL RECORDS, PAGE 311.
- AN EASEMENT FOR WATER LINES AND INCIDENTAL PURPOSES RECORDED AS BOOK 264 OF OFFICIAL RECORDS, PAGE 289.
- AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES RECORDED AS BOOK 2525 OF OFFICIAL RECORDS, PAGE 257.
- AN EASEMENT FOR WATER PIPS LINES AND INCIDENTAL PURPOSES RECORDED AS BOOK 2579 OF OFFICIAL RECORDS, PAGE 692.
- AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES RECORDED AS BOOK 2585 OF OFFICIAL RECORDS, PAGE 255.
- AN UNRECORDED LEASE DATED 5/12/2015, EXECUTED BY TOWN OF CHINO VALLEY, A MUNICIPAL SUBDIVISION OF THE STATE OF ARIZONA, AS LESSOR AND SUN STATE TOWERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSEE; AS DISCLOSED BY A/N/ MEMORANDUM OF LEASE AGREEMENT RECORDED 02/02/2015 AS 2 015-002256, OF OFFICIAL RECORDS, MEMORANDUM OF AMENDMENT TO LEASE AGREEMENT RECORDED NOVEMBER 2, 2015 AS 2015-002519, OF OFFICIAL RECORDS, THE LESSEE'S INTEREST IN THE LEASE HAS BEEN ASSIGNED TO SUN STATE TOWERS III, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY AMENDED AND RE-STATED ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE RECORDED DECEMBER 19, 2017 AS 2017-006560, OF OFFICIAL RECORDS, SECOND AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT RECORDED DECEMBER 19, 2017 AS 2017-006560, OF OFFICIAL RECORDS.

NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY THOMAS TITLE AND ESCROW AGENCY, ORDER NO.: 33007AZ EFFECTIVE DATE: 07/25/16.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
- SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE, CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD83 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 09 SEPARATIONS.

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 07/23/2014.



SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-864-9586 - FAX 480-864-9850

SITE NAME:
AZ09-007
CHINO VALLEY 2

SITE ADDRESS:
202 N. STATE ROUTE 89
CHINO VALLEY, AZ 86323

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MJG	07/24/14	PRELIM SUBMITTAL
2	MJG	11/17/14	FINAL SUBMITTAL
3	MJG	08/15/15	REVISED ACCESS
4	MJG	03/11/16	REVISED SITE
5	MJG	03/25/16	REVISED ACCESS
6	MJG	07/27/18	REVISED SITE
7	MJG	10/25/18	REVISED SITE



1662 W. BLAYLOCK DRIVE
PHOENIX, AZ 85085
P. 480-440-1748 F. 623-777-1782
www.terramarksurveying.com

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1403062	MJG	MJG

SHEET NO:	SHEET NAME:
2 OF 2	LS-2

108
of
105

LEGEND

FOUND BRASS CAP FLUSH	FOUND AS NOTED
GAS METER	SEWER MANHOLE
TELEPHONE VAULT	TELEPHONE PEDESTAL
WATER VALVE	FIRE HYDRANT
WATER METER	IRRIGATION CONTROL VALVE
ELECTRIC JUNCTION BOX	ELECTRIC METER
POWER POLE	ELECTRIC TRANSFORMER
LIGHT POST	STREET LIGHT
TREE (TYP)	SIEN
BOLLARD	DISABLED PARKING SPACE
BREAKLINE	POSITION OF GEODETIC COORDINATES
FOUND	EXISTING
NATURAL GRADE	PAVEMENT GRADE
GRAVEL GRADE	CONCRETE CURB
CONCRETE CURB	SIDEWALK GRADE
C.M.U.	CONCRETE MASONRY UNIT
C.L.F.	CHAIN LINK FENCE
D.W.	DRIVEWAY
A.G.L.	FACE OF CURB
EC	EDGE OF CONCRETE
R.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
BOUNDARY LINE	ADJOINING BOUNDARY LINE
EASEMENT LINE	CENTERLINE
LEASE LINE	U/O SANITARY SEWER LINE
ON ELECTRIC LINE	U/O ELECTRIC LINE
U/O TELECOMMUNICATIONS LINE	U/O WATER LINE
U/O STORM PIPE	CHAIN LINK FENCE
WOOD FENCE	

LINE	LENGTH	BEARING
L.1	116.64'	N00°00'00"E
L.2	50.00'	N60°04'34"W
L.3	50.00'	N29°55'26"E
L.4	50.00'	S60°04'34"E
L.5	50.00'	S29°55'26"W
L.6	273.19'	S89°46'27"W
L.7	142.32'	S29°34'27"W
L.8	41.79'	S59°57'23"E
L.9	382.51'	S89°56'32"W
L.10	141.42'	N39°05'06"E
L.11	12.84'	N65°30'52"E
L.12	38.02'	N60°04'34"W
L.13	11.99'	S30°02'37"W
L.14	13.73'	N59°57'23"W
L.15	11.90'	N29°45'01"E
L.16	13.80'	S60°04'34"E

UTILITY EASEMENT NO.2 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°58'49" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 363.31 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 116.64 FEET; THENCE NORTH 60°04'34" WEST, A DISTANCE OF 38.02 FEET TO THE POINT OF BEGINNING OF THE UTILITY EASEMENT; THENCE NORTH 02°17'59" EAST, A DISTANCE OF 11.99 FEET; THENCE NORTH 59°57'23" WEST, A DISTANCE OF 13.73 FEET; THENCE NORTH 29°45'01" EAST, A DISTANCE OF 11.90 FEET; THENCE SOUTH 60°04'34" EAST, A DISTANCE OF 13.80 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT NO.1 LEGAL DESCRIPTION

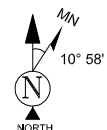
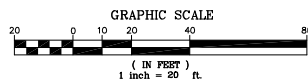
A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 FROM WHICH A FOUND BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 02°17'59" EAST, A DISTANCE OF 2645.70 FEET; THENCE NORTH 02°17'59" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22, A DISTANCE OF 938.43 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 4671, PAGE 122 OF OFFICIAL RECORDS; THENCE NORTH 89°58'49" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 615.11 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 02°17'59" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 2.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'49" WEST, A DISTANCE OF 382.51 FEET; THENCE NORTH 30°00'00" EAST, 141.42 FEET; THENCE NORTH 60°30'52" EAST, 12.84 FEET TO THE POINT OF BEGINNING.

APN: 306-23-058
ZONING: CL

APN: 306-23-047F
ZONING: CLAR-5

APN: 306-23-096D
ZONING: MR-10619-4



CENTER OF GEODETIC COORDINATES

SUN STATE MONOPOLE LOCATION
LATITUDE: 34° 44' 54.864" NORTH (NAD83)
LONGITUDE: 112° 27' 19.519" WEST (NAD83)
ELEVATION @ GRADE = 4742.4' (NAVD83)