

Jack Miller
Mayor

Eric Granillo
Vice -Mayor

Tom Armstrong
Councilmember

John McCafferty
Councilmember

Annie Perkins
Councilmember

Sherri Phillips
Councilmember

Robert Schacherer
Councilmember



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, DECEMBER 12, 2023
6:00 P.M.**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Presentation of Proclamation issued to Joe Duffy for his outstanding years of service with the Town of Chino Valley.
 - b. Recognition of service as Vice-Mayor to Eric Granillo.
3. **CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**
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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.
4. **CURRENT EVENT SUMMARIES AND REPORTS**
This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.
 - a. Status reports by Mayor and Council regarding current events.

- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the Arizona Mutual Aid Compact between the signatory jurisdictions and the Emergency Management Division of the Arizona Department of Emergency and Military Affairs for providing mutual aid assistance during emergencies.
- b. Consideration and possible action to approve the formation of the Solar Energy and Zoning Code Committees and begin recruiting volunteers.
- c. Consideration and possible action to adopt the 2024 Base Council Meeting Schedule.
- d. Consideration and possible action to approve the November 14, 2023, strategic planning meeting minutes.
- e. Consideration and possible action to approve the November 14, 2023, study session minutes.
- f. Consideration and possible action to approve the November 14, 2023, regular meeting minutes.
- g. Consideration and possible action to approve the November 29, 2023, special meeting minutes.

6. ACTION ITEMS

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

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

Recommended Action: The Mayor shall nominate, and the Council shall elect, a councilmember to serve as Vice-Mayor.

- b. Public hearing, consideration, and possible action to adopt Resolution 2023-1235, increasing water and wastewater rates by three percent each year for three years, establishing a water resource fee, and adding a tier for volume charges.

Recommended Action: i) Hold the public hearing ii) Adopt Resolution 2023-1235

- c. Public Hearing, consideration, and possible action regarding application from Theresa Morse, Hot Pizzas, LLC, aka Pizza Hut, for a new Series 007 (Beer and Wine Bar) Liquor License located at 312 Marketplace Drive, Chino Valley.

Recommended Action: (i) Hold Public Hearing (ii) Recommend approval for a new Series 007 Liquor License for Hot Pizzas, LLC, aka Pizza Hut.

7. ADJOURNMENT

Dated this 5th day of December, 2023.

By: *Erin N. Deskins, 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 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 Town Clerk's Office.

Council meetings are live-streamed on the Town of Chino Valley Facebook page.

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: _____
Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. a.

Meeting Date: 12/12/2023
Contact Person: Chuck Wynn, Police Chief
Department: Police
Estimated length of staff presentation: 5 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the Arizona Mutual Aid Compact between the signatory jurisdictions and the Emergency Management Division of the Arizona Department of Emergency and Military Affairs for providing mutual aid assistance during emergencies.

RECOMMENDED ACTION:

Approve the Arizona Mutual Aid Compact between the signatory jurisdictions and the Emergency Management Division of the Arizona Department of Emergency and Military Affairs for providing mutual aid assistance during emergencies.

SITUATION AND ANALYSIS:

This Compact was made and entered into by and among the signatory parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM). Mutual aid agreements provide a mechanism for participating parties to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other related services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, the Compact provides a tool for use should the incident dictate a need.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

Fiscal Impact

Attachments

2024 AZMA redacted version

ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on pre-established terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- **Party and Parties** refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- **Political Subdivision** means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- **Providing Party** means the Party rendering aid under this Compact to another Party in the event of an emergency.
- **Requesting Party** means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor's Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

1. What the emergency is.
2. The amount and type of resources needed.
3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in Appendix A. Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in Appendix B. A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see Appendix A). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

Arizona Mutual Aid Compact

Signature Page

Town of Chino Valley

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority)

Date:

ATTEST:

(Attesting Authority)

Date:

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable tribal government.

(Attorney)

Date:



Appendix A

Arizona Mutual Aid Compact (AZMAC) Emergency Management Resource Request

Requesting Party:

Point of Contact: _____

Work: _____

Cell: _____

Email: _____

Requested Resource:

Quantity: _____

Unit of Measure: _____

Date/Time Required: _____

Delivery Location: _____

Date of Request: _____

Requesting Party Tracking Number: _____

Mission

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Special Instructions

(i.e., delivery instructions, if the resource must come with personnel, fuel, lodging, etc.)

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Personnel

Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:

Request Forwarded to

Contact Name: _____

Organization/Agency: _____

Date/Time of Submission: _____

Request Approved by:

Date:

(Name, Title, Signature)

Reimbursement

Providing Party Representative Signature

Date:

Requesting Party Representative Signature

Date:



Appendix B

Arizona Mutual Aid Compact (AZMAC) Points of Contact

Date: December 12, 2023

Name of Party: Town of Chino Valley

Mailing Address: 202 N. State Route 89, Chino Valley, AZ 86323

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1st Alternate	2nd Alternate
Name	Frank Marbury	Paul Smith	Josh McIntire
Title	Public Works Director	Public Works Manager	Deputy Chief of Police
24hr	[REDACTED]	[REDACTED]	[REDACTED]
Day	[REDACTED]	[REDACTED]	[REDACTED]
Night	[REDACTED]	[REDACTED]	[REDACTED]
Fax	N/A	N/A	N/A
Email	fmarbury@chinoaz.net	psmith@chinoaz.net	jmcintire@chinoaz.net

Appendix C

Arizona Mutual Aid Compact (AZMAC) Use of A Contractor

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of that Party's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any applicable federal, state, tribal or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of

liability not less than those stated below.

1. Commercial General Liability- Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury, and broad form contractual liability.

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

- c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.

C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

Addendum #1

Arizona Mutual Aid Compact (AZMAC)

Cyber-Related Mutual Aid For Participating Tribal Parties

1. Purpose.

The purpose of this Addendum #1 (“Addendum”) to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- **Cyber** refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- **Cyber Threat** means any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. Also, the potential for a threat-source to successfully exploit a particular information system vulnerability.
- **Cybersecurity** means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. b.

Meeting Date: 12/12/2023
Contact Person: Will Dingee, Assistant Development Services Director
Department: Development Services
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the formation of the Solar Energy and Zoning Code Committees and begin recruiting volunteers.

RECOMMENDED ACTION:

Approve the formation of the Solar Energy and Zoning Code Committees.

SITUATION AND ANALYSIS:

Chapter 7 Policy CSF-7.3 of the 2040 General Plan calls for the establishment of a committee to develop guidelines and regulations for solar energy facilities to include performance standards, minimum distances from existing uses or other land use categories, minimum or maximum lot size, taxation, visual impact mitigation and buffering requirements, and wildlife migration.

Chapter 3 Policy LU-1.1 through 1.4 of the 2040 General Plan calls for an update of the Unified Development Ordinance (UDO) to align with the Future Land Use Map and General Plan. It outlines 15 land use goals that necessitate amendments and modifications to the existing UDO.

To effectively realize these goals and policies, staff is seeking Town Council's approval for the formation of the Solar Energy and Zoning Code Committees. These committees will be composed of citizen volunteers, recruited and managed by town staff. They will provide input to staff as recommendations are developed. The inclusion of these Committees is designed to ensure comprehensive public input, promote transparency and community engagement throughout the planning and execution phases. Town staff is requesting Town Council approval of the formation of these committees, so staff can begin recruiting for volunteers to serve.

Fiscal Impact

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

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. c.

Meeting Date: 12/12/2023
Contact Person: Erin Deskins, Town Clerk
Department: Town Clerk
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt the 2024 Base Council Meeting Schedule.

RECOMMENDED ACTION:

Adopt the 2024 Base Council Meeting Schedule.

SITUATION AND ANALYSIS:

Staff proposes the attached meeting calendar/schedule for 2024. The calendar includes regular meetings, the dates for agenda packet distribution, as well as holidays on which Town offices will be 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 meeting in July and the first meeting in August for the summer break, the second meeting in November and December for the holiday breaks, as well as meetings conflicting with the League of Arizona Cities and Towns annual conference (August-September timeframe).

Fiscal Impact

Attachments

2024 Council meeting calendar

2024

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	29		

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
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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
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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
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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						
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25	26	27	28	29	30	31

September						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
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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	
Jan 01	New Year's Day (Mon)
Jan 15	M L King Day (Mon)
February	
Feb 19	Presidents' Day (Mon)
May	
May 27	Memorial Day (Mon)
July	
Jul 04	Independence Day (Thur)
September	
Sep 02	Labor Day (Mon)
November	
Nov 11	Veterans Day (Mon)
Nov 28	Thanksgiving Day (Thur)
December	
Dec 25	Christmas (Wed)
Legend	
	Town Offices Closed (M-Th)
	Regular Meeting
	Rescheduled Regular Meeting
	RM Packet Distributed
	Meeting Cancelled



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. d.

Meeting Date: 12/12/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 14, 2023, strategic planning meeting minutes.

RECOMMENDED ACTION:

Approve the November 14, 2023, strategic planning meeting minutes.

Attachments

November 14, 2023, Strategic Planning Meeting Minutes

DRAFT

MINUTES OF THE STRATEGIC PLANNING MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, NOVEMBER 14, 2023
10:00 A.M.**

**APS BUILDING
6672 CORSAIR DRIVE, PRESCOTT, AZ 86301**

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Tom Armstrong (arrived - 12:49 p.m.); Councilmember John McCafferty; Councilmember Robert Schacherer

Absent: Councilmember Annie Perkins; Councilmember Sherri Phillips

Staff Present: Town Manager Cindy Blackmore; Assistant to the Town Manager Terri Denemy; Community Services Director Cyndi Thomas; Development Services Director Laurie Lineberry; Administrative Services Director Joe Duffy; Human Resources Director Laura Kyriakakis; Deputy Police Chief Josh McIntire; Public Works Director/Town Engineer Frank Marbury; Economic Development Manager Maggie Tidaback; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

Attendees: Darla DeVille, APS NW Public Affairs Manager/Facilitator

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

Mayor Miller called the meeting to order at 10:09 a.m. and led the Pledge of Allegiance.

2) **Discussion regarding Mission, Vision, and Strategic Planning.**

Cindy Blackmore, Town Manager, presented the following:

- Thanked Darla DeVille for facilitating the meeting.
- She wanted to hear from Council about their priorities and use the meeting as a kick-off for the budget season.

Darla DeVille, APS Northwest Public Affairs Manager, presented the following:

- Requested Council and staff to introduce and give a little background on themselves.
- Led discussion on what Council and staff thought of when they heard “Chino Valley.”
- Discussed the fact that Prescott and Prescott Valley were built out and there was a lot of opportunity and potential in Chino Valley.
 - The discussion was meant to help identify the possibilities of Chino Valley.

Vision & Mission

- The goals of the meeting included clarifying the vision & mission statements for the Town, identifying five values leadership believed in, defining key elements of the General Plan, identifying quality of life for the community and employees, and designing mindfully in order to stay ahead of opportunities.
- Discussed what a vision and mission statement should be to help set the tone of policy.
- Discussed the Town's current vision statement and considerations/changes that could be made to it.
 - It should be what the community aspires to be. The current statement mostly described the community, and the last statement/sentence summed it up. Ms. DeVille suggested possibly breaking it into a descriptive statement and a vision statement.
 - Staff mentioned that the current vision statement was developed with the help of the community and might be a consideration in keeping it as is.
- The vision should help drive the Town's mission.
- Reviewed mission statements of various Town departments to give Council an example of mission statements that described how a department would get to where it was going.
- Discussed the Town's current mission statement and gave an example of a pared down mission statement.
- Discussion ensued regarding what opportunities the Town provided and should provide to the community.
 - Staff discussed the various opportunities their individual departments offered the community including serving the community, working in the community you live in, business recruitment, increasing safety via cadet program and neighborhood watch groups, nutritious meals, events, etc.
- Discussed values and led the Council and staff in an exercise to determine what the Town's values should be for Town staff and the community as a whole.

The meeting recessed at 11:11 a.m.

The meeting resumed at 11:21 a.m.

Darla DeVille, APS Northwest Public Affairs Manager, presented the following:

- She and staff had narrowed down Council and staff's values to the top eight, including:
 - Integrity
 - Honesty
 - Transparency
 - Communication
 - Caring
 - Safety
 - Leadership
 - Fiscal Responsibility
- The Council identified their top five, which included:
 - Safety
 - Integrity
 - Honesty
 - Communication
 - Transparency
- One councilmember felt that the Council missed something by not identifying leadership as a value, especially when the Town had great leaders and other surrounding governments did not appear to have that currently.
 - Ms. DeVille suggested that might be something to be included in the vision or mission.
- The mission, which should be based on values and vision, would drive policy.

General Plan

- The General Plan contained five elements including:
 - Land Use – Land use, housing, growth areas
 - Circulation – Maintain adequate transportation systems.
 - Parks, Recreation & Natural Resources - Parks & Rec, open space, environmental planning, water resources, wildlife/habitat.
 - Community Services & Facilities – Community services with community facilities with cost of development.
 - Economic Development – provide existing economic conditions and an assessment of future economic attractors and opportunities to diversify the economy to fit local needs. (Keep Chino Chino).
- Discussed the 2018 Strategic Plan goals and how the Town was working on them and/or redefined them along the way.
- Discussed the tagline “Make it Chino” and what that meant to the Council and staff, which included:
 - Keep it as is
 - Open, rural, dark skies
 - Confusion – a developing young community, or wide-open spaces?
 - Character of the people
 - Opportunity – make it what you want
 - The descriptors in the vision statement from the General Plan
 - Family friendly
 - Hometown rural community
 - A blank slate
 - Make it home
 - Keep it Chino – respect rural heritage, but identify opportunities for sustainability (tourism opportunities)
- Council wanted to design mindfully with recent developments regarding the State Park, the Peavine trail, etc.
- Discussed a brief history of conversations regarding Old Home Manor (OHM) and what the plans for the property had been, and what it could turn into now with the addition of the State Park.
 - Staff stated the original plan had been development with big business, but that didn’t seem to be what people wanted anymore, but rather low-key, tourism-based, and open space. Job creation was another consideration of what the Town hoped to see with the land, but then the housing market went through the roof.
 - Staff recalled that even further back it had been the plan to connect OHM to Glassford Hill via what would be called The Great Western Connector.
 - Discussion ensued regarding the history of Chino Valley being a pass-through town as the reason for all the businesses being placed along the Highway. With the addition of the State Park the Town now had the opportunity to make people want to stay.
- Discussed ways to keep it Chino, with economic opportunities, and keep it in alignment with what makes Chino Chino. Council and staff suggested the following:
 - Pickleball court - discussion ensued regarding several possible locations.
 - More equestrian opportunities at OHM
 - RV Park
 - No big manufacturing
 - With the Town owning OHM Council could be very mindful of what could be done with whether sold or leased.
- Discussed how circulation fit together with the other key elements of the General Plan to help facilitate movement around Town and move some businesses off Highway 89.

- Council and staff discussed shifting the focus from developing OHM to exploring tourism and economic opportunities to be mindful of keeping Chino's character.

The meeting recessed at 12:02 p.m.

The meeting resumed at 12:31 p.m.

- One councilmember expressed concern about how to make what he felt was two visions work at once. He felt that one vision was of no development, but there was another of making it a place where people could work and afford to live. He based this off of community comments.
 - Discussion ensued about what Council envisioned for OHM and if there could be a balance between the two visions mentioned.
 - The Patagonia store in Sparks, NV was mentioned as a possible inspiration.
 - Council discussed the shrinking equestrian industry and the fact that it might not be a viable option for economic growth in Chino or for development at OHM.
- Ms. DeVille asked the following questions: Why are people living here? Why are people choosing to come here? Why are you in Chino Valley?
 - Council and staff discussed why they liked and lived/worked in Chino Valley.
 - Council and staff then discussed what the phrase, "Keep Chino Chino" meant to them.
 - This returned Council and staff to discussions regarding what the Town's vision statement should be.
 - Staff expressed concern over changing a vision statement that the voters had just approved.
 - Ms. DeVille stated it should be a clear and simple statement that could be memorized and easily recited.

Mission Statement

Darla DeVille presented the following:

- The mission statement was what the Town would do to accomplish the vision.
- Discussed planning for the future.
 - The General Plan was the foundation.
 - Implementation was done through the staff/employees.
 - Discussed how Council could empower staff to move the General Plan forward.
- Council and staff discussed what they felt quality of life meant in Chino Valley including:
 - Safety
 - Space
 - Opportunity for amenities (grocery, restaurants, recreation)
- Council and staff discussed what made a good work environment including:
 - Supportive bosses
 - Feeling empowered
 - Four-day work week
 - Great team to work with
 - Intimacy between staff and community
 - Being able to make a difference
 - Voice is being heard
 - Quality of life was at the heart of what Chino Valley was all about.
- Ms. DeVille asked what Council and staff felt the following meant: Planning for the future, empowering each other, succeeding together.
 - The staff slogan, "One Town One Team," was an example of staff working together towards the same goals and supporting each other throughout.
- Council discussed next steps:

- Finding more revenue tracks.
 - No property tax and the drying up of federal funds was going to start stretching the Town budget.
- Empowerment of the Town Manager and staff.
- Enacting the General Plan quickly.
- Working on the Unified Development Ordinance.
- Capital Improvement Projects.
- Choosing a project that the people want and getting it done.
 - One councilmember suggested pickleball courts.
 - This would give a quick visual of what the Town was doing *for* the residents.
- Integrated Water Master Plan.
- Everything in the list would require balance, with Council talking to the Town Manager and the Town Manager communicating with staff to empower them to get it done.

Cindy Blackmore, Town Manager, presented the following:

- These meetings were important for building good working relationships between Council and staff.
- She would be putting together a retreat for staff to come up with an action plan.
- The action plan would be put into budget numbers and brought to Council.

3) **ADJOURNMENT**

The meeting adjourned at 1:43 p.m.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Strategic Planning Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. e.

Meeting Date: 12/12/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 14, 2023, study session minutes.

RECOMMENDED ACTION:

Approve the November 14, 2023, study session minutes.

Attachments

November 14, 2023 SS draft minutes

DRAFT

MINUTES OF THE STUDY SESSION MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, NOVEMBER 14, 2023
5:00 P.M.**

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Annie Perkins (remote); Councilmember Tom Armstrong; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Assistant to the Town Manager Terri Denemy; Town Attorney Andrew McGuire (remote); Community Services Director Cyndi Thomas; Administrative Services Director Joe Duffy; Economic Development Manager Maggie Tidaback; Code Enforcement Officer Keith Hurtt; Code Enforcement Officer Frank Snowey; Senior Planner Jessica Barragan; Senior Planner Will Dingee; Development Services Director Laurie Lineberry; Public Works Director/Town Engineer Frank Marbury; Community Services Director Scott Bruner; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

1) CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

2) Discussion regarding the regulations on the keeping of animals.

Will Dingee, Assistant Development Services Director, presented the following:

- Introduced new code enforcement officers.
- This presentation was meant for discussion, nothing was set in stone.
- Council received handouts that outlined Chino Valley's Town Code compared to surrounding areas. Chino Valley was the only community that did not regulate the capacity of large, hooved animals and livestock, except swine.
- The SR 0.16 districts had no allowances for animals other than domesticated cats/dogs.
- Single Family 12,000-24,000 square foot lots were allowed birds, sheep, and goats with a Conditional Use Permit (CUP); no swine, cows, or horses were allowed.
- SR 1-2.5 acre and up, AR4, AR5, CL and CH had no limit other than one swine per acre. All other districts, including multifamily, manufactured home park, industrial, public land, and business park are not allowed any number of livestock.
- SR 0.16 and SF 12,000-24,000 lots - staff received a lot of calls from residents in these areas (Chino Meadows, Highlands Ranch, Bright Star) regarding wanting to have

- egg-laying birds. Staff proposed up to four hens (no roosters) per lot.
- SR 1-2.5 zone designations - staff proposed one cow per acre with a minimum of one acre required. Horses were proposed as one per half acre with one acre minimum required.
- AR4 & AR5 – staff proposed one cow per acre. No limit on horses if the property was larger than four acres.
- Commercial Light and Commercial Heavy also had allowances for animals consistent with SR1-2.5 zoning.
- Capacity could be increased through a Conditional Use Permit (CUP) or administrative permit.
 - There were many properties that were two acres but could support 10 horses due to good maintenance of the property. Staff sought to make sure those properties could continue their activities, but if the property began to degrade, staff would have the ability to revert or expire the permit.
- In all zoning districts, a 40-acre or larger parcel of grazing land would be exempt. Staff used the example of the 180 acres East of the middle school and elementary school on West Road 2 North which was technically zoned as SR 0.16 and not allowed cattle. A CUP would allow them to continue utilizing that land for grazing until development occurred.
- Setbacks were not currently required for animals. Staff proposed 50 feet from all property lines and 100 feet from neighboring residences. Staff felt this would help to mitigate a lot of the nuisances.

Council and staff discussed the following:

- Council inquired if someone could have 3,000 chickens on one acre of land.
 - Staff confirmed that current code allowed that. Staff had not investigated the matter of fowl for this study session.
 - Council requested staff to research that matter further to possibly come up with a reasonable cap.
- Council inquired about cats and dogs.
 - Staff stated there was no limitation on them and thought that topic should be saved for another meeting.
- Council inquired how new requirements for setbacks would affect existing animals.
 - Staff stated that Council could set any parameters they wanted. Staff was suggesting that pens, or where hay was dropped, had to be 50 feet from the property line, but grazing up to the property line could be allowed.
- Council asked for clarification on the effects on existing properties.
 - Staff stated that typically existing properties would be grandfathered in, but animals don't live forever. The proposed changes would take a step in the right direction to help residents who do have issues.
 - One councilmember was concerned about grandfathering existing properties because if there were issues, the homeowner wouldn't have to fix them. Flies and urine smell were issues when pens were right up against property lines.
 - Staff stated there could be conversations with the legal team on how to deal with existing issues and that Council could make any adjustments they saw fit.
- Council inquired about how consistent this was with other counties and cities.
 - Staff stated it was middle of the road, and provided information regarding the regulations from various surrounding cities and towns.
- Council inquired about current setbacks and whether grandfathered properties would have to be altered once the property was sold.
 - Staff stated that well-maintained properties would be candidates for a CUP or administrative permit.
 - Council expressed concern over having an adverse effect on existing properties that don't have a problem.

- Staff suggested possibly amending the setback to match current setbacks.
- Council inquired if there would be a code enforced regarding manure mitigation.
 - Staff stated they could do that if Council wished.
- Some councilmembers stated they didn't care about the number of animals, but rather the care of the animals and upkeep of the property.
 - Other councilmembers suggested having a set number, but allowing a permit for those that could prove they kept a clean property.
 - Staff inquired if Council would prefer a CUP or administrative permit.
 - Council was happy with an administrative permit.
- One councilmember inquired about grazing property up to fence lines.
 - Staff stated that grazing would be exempt from the setback boundaries.
- Council inquired about the 100-foot setback for fowl and whether that standard could be met on an SR 0.16 lot.
 - Staff stated that would in fact be an issue and staff would take a look at the matter for rewrite.

Teena Meadors, presented the following:

- SR 0.16 and SF 12,000 were mostly only 75-foot-wide properties and would not be possible to do a 50-foot setback.

Donna Armstrong, presented the following:

- Fowl could be a wide range of sizes (chickens to peacocks) and she felt that needed to be taken into consideration. People lived here because it's rural and they wanted their kids active. She felt there should be allowances for 4H and FFA.

Council and staff discussed the following:

- Staff stated there was already a provision in Town Code to allow for 4H.

3) Discussion regarding Old Home Manor and the potential R.V. Park.

Maggie Tidaback, Economic Development Manager, presented the following:

- She was giving a brief update on the RV Park at Old Home Manor (OHM).
- She shared a map of what had originally been proposed. The original parcel was not going to be financially feasible for the buyers nor the Town due to the current location of utilities.
- Staff determined that the parcel to the West (306-02-001L) would allow the Town to make money off the sale and the developer to build.
- After inspecting the site, it was determined that there was a floodplain to the SE of the property and the developer was now looking at purchasing 27 acres for 164 spots.
- Staff would have another update in a few months.

Council and staff discussed the following:

- Council inquired where the developer was now looking with the floodplain issue.
 - Staff stated it would be that same parcel on Jerome Junction and Rodeo as you enter OHM, but they would buy 27 acres instead of 40 acres.
 - One councilmember was concerned that once the first parcel was built as an RV Park, there would never be anything else. The councilmember stated that it was not the Town's problem if the developer couldn't make the money work, and home developers were being asked to extend infrastructure and the same should be asked of this developer. The councilmember stated that \$7 million had been spent on

- designing the business park, but the development of an RV Park at the entrance would ensure that the area was never anything more than that.
- Staff stated that it wasn't that the developer wasn't being asked to help participate in the infrastructure cost, but it wasn't feasible for either the developer or the Town. Staff stated that an RV Park was a permitted use in the Business Park.
- The councilmember stated that it was understood it was a permitted use, but questioned if it was a wise decision to allow the very first parcel upon entrance to be an RV Park.
 - Staff stated that would be an issue for Council to discuss.
- Council inquired about the purchase price.
 - Staff stated that was yet to be determined as the property would need to have another appraisal. The bid for the full 40 acres was \$1.15 million. It was previously appraised for \$25,000 to \$35,000 per acre.
 - Council asked if that was with utilities to the property line.
 - Staff stated that was correct.
- Council inquired about time limits for stays at the RV Park.
 - Staff stated that it was market driven based on the time of year.
 - One councilmember stated that there needed to be a cutoff.
 - Staff stated it would not be long-term stay, but that issue could be addressed in the development agreement. Staff stated the developer often asked what the Town wanted.
 - The councilmember was concerned that if people were staying for long periods and the property looked unkempt, that other businesses would not want to come there.
- Council inquired how many spaces there would be.
 - Staff stated it would be about 164.
- Council inquired if this was the parcel that Council voted on to sell.
 - Staff stated that in June 2021, Council approved the sale of land at OHM. Staff stated it was a blanket statement and not for a particular parcel.
- Council inquired if the developer had demanded a particular parcel.
 - Staff stated they had not and, in fact, were amendable to different locations.
- One councilmember was concerned about having 13 acres right in front of the RV Park that no one could use.
 - Staff stated that it wasn't completely unusable, it could be used for waterways, parks, etc.
- Council inquired where the water, sewer, and electricity were located.
 - Staff stated it was about 1,600 feet from the utilities to the corner of the originally proposed property (306-02-001A).
 - Council inquired how much it would cost to extend utilities.
 - Staff stated they didn't have the numbers, but the cost was nothing that the Town would have available in the budget in the next five years. The only way the Town would have been able to extend utilities would have been by selling land. Even by putting the proceeds of this sale towards extending utilities, it still was not going to work by a few million dollars.
 - Staff stated that if Town Code was followed, in addition to the 1,600 feet they would have to extend water, sewer, and streets all the way around the property to get to the farthest end of the property, making the total project about \$5 million. Some of the requirements could be waived by Council, but it was a minimum of \$1.5 million just to get to the corner of the property.
- Council inquired when the Town purchased OHM.
 - Staff stated it started in the 1990's and was different parcels at a time.
 - One councilmember stated it had been 24 years that the Town had been trying to get

something to happen at OHM. Someone finally wanted to come and Council should let it happen.

- One councilmember asked again if this was the parcel that Council voted on for the development of the RV Park.
 - Staff stated there was no individual parcel voted on to sell, rather it was a blanket statement to sell land at OHM.
 - The councilmember stated that the parcel was voted on and wanted to know why that would have been done if it was a blanket statement.
 - Staff stated they would research the matter.

4) ADJOURNMENT

Mayor Miller adjourned the meeting at 5:51 p.m.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. f.

Meeting Date: 12/12/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 14, 2023, regular meeting minutes.

RECOMMENDED ACTION:

Approve the November 14, 2023, regular meeting minutes.

Attachments

November 14, 2023, Regular Meeting Minutes

DRAFT

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

**TUESDAY, NOVEMBER 14, 2023
6:00 P.M.**

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Annie Perkins (remote); Councilmember Tom Armstrong; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Assistant to the Town Manager Terri Denemy; Town Attorney Andrew McGuire (remote); Officer Scott Unterseher (Sgt at Arms); Deputy Police Chief Josh McIntire; Sergeant Clint Shafer; Administrative Services Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Development Services Director Laurie Lineberry; Senior Planner Will Dingee; Senior Planner Jessica Barragan; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

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

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation and recognition of El Paraiso Restaurant for local business excellence as an Outstanding Community Partner.

Terri Denemy, Assistant to the Town Manager, presented the following:

- The Town was recognizing the owners and co-owners of El Paraiso Restaurant for local business excellence.
- They were recognized by the Chamber in 2020 as the small business of the year, and as the Nextdoor Neighborhood Faves Best Restaurant in 2020, 2021, 2022, and 2023.
- They recognize their employees by celebrating Employee of the Month, birthdays, births, etc.
- They were deeply engaged with the community holding fundraisers, attending Town events, selling necessities to the community during Covid, and support many local causes. Their children even host a lemon stand to support local causes, including a little boy battling cancer, and a local kindergarten teacher.

- They just celebrated their 4-year anniversary in June 2023.
- Presented Chino Valley Business Excellence Super Star Certificate.

Brenda Sanchez thanked the Council for the recognition.

- b) Presentation of Proclamation declaring November 25, 2023 as Small Business Saturday.

Vice-Mayor Granillo read and presented the Proclamation.

3) **CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

4) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Councilmember Schacherer presented the following:

- He had attended the Attorney General's meeting regarding the proposed mine in the Cedar Heights neighborhood. There were about 200 people there.
- Attended a Matforce giving details about a program for police officers to contact schools if they become aware of any problems at home, so the school could be notified of any potential issues. They were also working on getting a program together for teen substance abuse.

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

Cindy Blackmore, Town Manager, presented the following:

- Anyone interested in running for Council could pick up a packet in the Clerks' office.
- The Senior Center would be hosting a Thanksgiving dinner on 11/22/23 at 11:00 a.m. and 12:15 p.m. Please RSVP.
- The Community Services Director needed volunteers for Meals on Wheels drivers.

Contact the Senior Center at 928-636-9114 with questions.

- The Town, Chamber, and Equestrian Park would be presenting A December to Remember. There would be lots of events going on for kids, seniors, and a business holiday lighting program. Check the Town website for details.

5) **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 Councilmember Tom Armstrong, seconded by Councilmember John McCafferty to approve Consent Agenda Items a, b, c, d, e, f, and g.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins (remote), Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve Resolution No. 2023-1234 regarding the Intergovernmental Agreement with the Arizona Department of Revenue for the administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes.
- b) Consideration and possible action to authorize the Data Access/Exchange Agreement with ADOT to submit and access crash records and data.
- c) Consideration and possible action to approve the September 26, 2023, study session minutes.
- d) Consideration and possible action to approve the September 26, 2023, regular meeting minutes.
- e) Consideration and possible action to approve the October 10, 2023, study session minutes.
- f) Consideration and possible action to approve the October 10, 2023, regular meeting minutes.
- g) Consideration and possible action to approve the October 24, 2023, regular meeting minutes.

6) **ACTION ITEMS**

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

- a) Consideration and possible action to approve the Financial Report for the three-month period ending September 30, 2023.

Joe Duffy, Administrative Services Director, presented the following:

- Staff made projections in February and March of where the Town would be at the end of the fiscal year. The Town ended with \$1.4 million more than staff had projected. Mr. Duffy broke this total number down with each fund's status, including the Sewer Enterprise fund which had a deficit of \$564,000. \$500,000 had been moved from the General Fund to the Sewer Enterprise Fund to help that deficit. Staff felt the new sewer and water rate study would help this issue.
- Last year had seen a 15% growth in sales tax revenue, but staff believed that would return to a normal rate of 3-5% per year.
- Provided a brief update on other revenue sources.
- State-shared income tax distributions had gone up by \$1 million, which staff considered one-time revenue and used it to pay down the Town's PSPRS liability. The Town would be receiving that same amount again, and staff recommended the same process be followed. Following this plan, staff believed the PSPRS should be fully funded by the 25/26 fiscal year.
- Interest rates going up meant the Town would make more on its investments.
- At this point in the year departments should be at 25% of their budget, but they were all at 21%. No departments were suspected of going overbudget.
- Most major revenues had seen an increase putting the Town right on track and on budget.

MOVED by Councilmember Tom Armstrong, seconded by Mayor Jack Miller to approve the Financial Report for the three-month period ending September 30, 2023.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins (remote), Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Sherri Phillips, seconded by Mayor Jack Miller to adjourn the meeting at 6:20 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins (remote), Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting2023

5. g.

Meeting Date: 12/12/2023

Contact Person: Erin Deskins, Town Clerk

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 29, 2023, special meeting minutes.

RECOMMENDED ACTION:

Approve the November 29, 2023, special meeting minutes.

Attachments

November 29, 2023, Special Meeting Minutes

DRAFT

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

TUESDAY, NOVEMBER 29, 2023
3:00 P.M.

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Annie Perkins; Councilmember Tom Armstrong; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Staff Town Attorney John Austin Gaylord (remote); Assistant to the Town Manager Terri Denemy;

Present: Audio Visual Technician Lawrence Digges; Town Clerk Erin N. Deskins

1) CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 3:00 p.m.

2) Consideration and possible action to adopt Resolution No. 2023-1236, declaring and adopting the results of the 2023 Special Election held on November 7, 2023.

Recommended Action: Adopt Resolution No. 2023-1236, declaring and adopting the results of the 2023 Special Election held on November 7, 2023.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to adopt Resolution No. 2023-1236, declaring and adopting the results of the 2023 Special Election held on November 7, 2023.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

3) ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Tom Armstrong to adjourn the meeting at 3:01 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins,
Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember
Sherri Phillips

NAY: Councilmember Robert Schacherer

6 - 1 PASSED

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. a.

Meeting Date: 12/12/2023
Contact Person: Erin Deskins, Town Clerk
Department: Council
Estimated length of staff presentation: 5 minutes
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 Mayor shall nominate, and the Council shall elect, a councilmember to serve as Vice-Mayor.

SITUATION AND ANALYSIS:

Vice-Mayor Granillo filed a resignation letter on November 7, 2023, resigning from the position of Vice-Mayor effective December 12, 2023. The resignation will create a vacancy in the Vice-Mayor position and per Town Code § 30.021 "... the 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 2023

6. b.

Meeting Date: 12/12/2023
Contact Person: Joe Duffy, Finance Director
Department: Finance
Estimated length of staff presentation: 30 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to adopt Resolution 2023-1235, increasing water and wastewater rates by three percent each year for three years, establishing a water resource fee, and adding a tier for volume charges.

RECOMMENDED ACTION:

- i) Hold the public hearing.
- ii) Adopt Resolution 2023-1235.

SITUATION AND ANALYSIS:

Willdan Financial Services has completed a water and wastewater rate study. The results were presented to the Town Council on September 12, 2023. A copy of the report is available on the Town's website and with the Town Clerk's office.

The Town adopted the Notice of Intention and set the date for a public hearing on September 26, 2023. A copy of the Notice of Intention showing the date, time, and place of the hearing was published one time in a newspaper of general circulation within the boundaries of the municipality.

The Public Hearing was set for December 12, 2023.

Fiscal Impact

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

Attachments

Legal Schedule
 Powerpoint

Resolution 2023-1235 - Water/Wastewater Rates

Town of Chino Valley
Water/Wastewater Rate Schedule

	Usage	Current Rates	Proposed 1/1/24	Proposed 1/1/25	Proposed 1/1/26
WATER RATES					
Percentage Increase		3.0%	3.0%	3.0%	3.0%
Base Charge					
Residential and Commercial 3/4" Meter		\$6.50	\$6.70	\$6.90	\$7.10
Residential and Commercial 1" Meter		\$10.86	\$11.19	\$11.52	\$11.87
Commercial 1 1/2" Meter		\$21.67	\$22.32	\$22.99	\$23.68
Commercial 2" Meter		\$34.67	\$35.71	\$36.78	\$37.88
Commercial 3" Meter		\$65.05	\$67.00	\$69.01	\$71.08
Commercial 4" Meter		\$108.53	\$111.79	\$115.14	\$118.59
Volume Charge					
Stand Pipe Base Rate per 1,000 gallons		\$6.50	\$6.70	\$6.90	\$7.10
Current Volume Tier					
Number of Gallons Tier 1	0 8000	\$5.30	\$5.46	\$5.62	\$5.79
Number of Gallons Tier 2	8001 20000	\$6.63	\$6.83	\$7.03	\$7.24
Number of Gallons Tier 3	20001 Above	\$9.27	\$9.55	\$9.83	\$10.13
Proposed Volume Tier					
Number of Gallons Tier 1	0 8000	\$5.30	\$5.46	\$5.62	\$5.79
Number of Gallons Tier 2	8001 15000	\$6.63	\$6.83	\$7.03	\$7.24
Number of Gallons Tier 3	15001 20000	\$6.63	\$8.54	\$8.79	\$9.06
Number of Gallons Tier 4	20001 Above	\$9.27	\$11.10	\$11.43	\$11.77
Water Resource Fee (Monthly Charge per Account)			\$2.00	\$2.06	\$2.12
Country West per 12/14/2001 agreement			\$0.84		
12/14/2031			\$1.01		
WASTEWATER RATES					
Percentage Increase		0.0%	3.0%	3.0%	3.0%
Base Charge - Residential					
Commercial 3/4" Meter		\$58.00	\$59.74	\$61.53	\$63.38
Commercial 1" Meter		\$58.00	\$59.74	\$61.53	\$63.38
Commercial 1 1/2" Meter		\$97.06	\$99.97	\$102.97	\$106.06
Commercial 2" Meter		\$192.93	\$198.72	\$204.68	\$210.82
Commercial 3" Meter		\$309.16	\$318.43	\$327.99	\$337.83
Commercial 4" Meter		\$580.22	\$597.63	\$615.56	\$634.02
Commercial 4" Meter		\$967.03	\$996.04	\$1,025.92	\$1,056.70
MULTI-FAMILY RESIDENTIAL WASTEWATER RATES*					
Rate Per Fixture Unit (\$Rate/20 Fixture Units)		\$2.90	\$2.99	\$3.08	\$3.17
Rate Per EDU (20 Fixture Units)		\$58.00	\$59.74	\$61.53	\$63.38
* Multi Family includes apartments, duplexes, mobile home parks, hotels/motels, schools, churches - properties on a master meter.					
			3.0%	3.0%	3.0%
WATER BUY IN FEES					

Town of Chino Valley
Water/Wastewater Rate Schedule

Usage		Current Rates	Proposed 1/1/24	Proposed 1/1/25	Proposed 1/1/26
Residential	Residential 3/4" & 1" Meter	\$4,637.10	\$4,776.21	\$4,919.50	\$5,067.08
	Multi-family 3/4" & 1" Meter Per Unit	\$4,208.16	\$4,334.40	\$4,464.44	\$4,598.37
	Hotels/Motels Per Room	\$3,542.74	\$3,649.02	\$3,758.49	\$3,871.25
	Commercial 3/4" Meter	\$4,637.10	\$4,776.21	\$4,919.50	\$5,067.08
	Commercial 1" Meter	\$7,732.36	\$7,964.33	\$8,203.26	\$8,449.36
	Commercial 1/2" Meter	\$15,572.53	\$16,039.71	\$16,520.90	\$17,016.52
	Commercial 2" Meter	\$24,911.64	\$25,658.99	\$26,428.76	\$27,221.62
	Commercial 3" Meter	\$46,729.18	\$48,131.06	\$49,574.99	\$51,062.24
	Commercial 4" Meter	\$77,896.26	\$80,233.15	\$82,640.14	\$85,119.35
	Commercial 6" Meter	\$155,744.99	\$160,417.34	\$165,229.86	\$170,186.76
	Commercial 8" Meter	\$249,209.15	\$256,685.42	\$264,385.99	\$272,317.57
	Commercial 10" Meter	\$358,262.06	\$369,009.92	\$380,080.22	\$391,482.63
	Commercial 12" Meter	\$669,756.69	\$689,849.39	\$710,544.87	\$731,861.22
WASTEWATER BUY IN FEES					
	Residential	\$6,955.64	\$7,164.31	\$7,379.24	\$7,600.62
	Commercial and Multi-family Residential				
	Based on EDU Calculation	EDU			
	# of fixture Units per EDU	20			
	Calculated Buy In Fee per FU	\$347.78	\$358.21	\$368.96	\$380.03

Council Presentation – Town of Chino Valley, AZ

2023 Water and Wastewater Rate Study and Financial Forecast



September 2023



Facts about Water and Wastewater Rates in the 21st Century



- The average utility has been increasing rates 5-6% per year; trend expected to continue
- AWWA forecasts that water and wastewater rates across the U.S. will triple in the next 15 years
- Rate adjustments are primarily due to reasons beyond a utility's control – inflation, Capital Improvement Plans, changing regulations, etc.
- 30-40% of utilities charge rates that do not cover their costs

Town of Chino Valley Rate Plan History

- 2013: Rate Study completed and 5-year rate plan adopted by Council
- 2015: Wastewater rate adjustments suspended
- 2018: Most recent five-year rate plan adopted including adjustments to monthly rates and buy-in fees
- 2019: Wastewater rates decreased; five-year rate plan suspended for wastewater
- 2021: Wastewater rates decreased again

Current Water and Wastewater Rate Structure

Current Monthly Water Rates

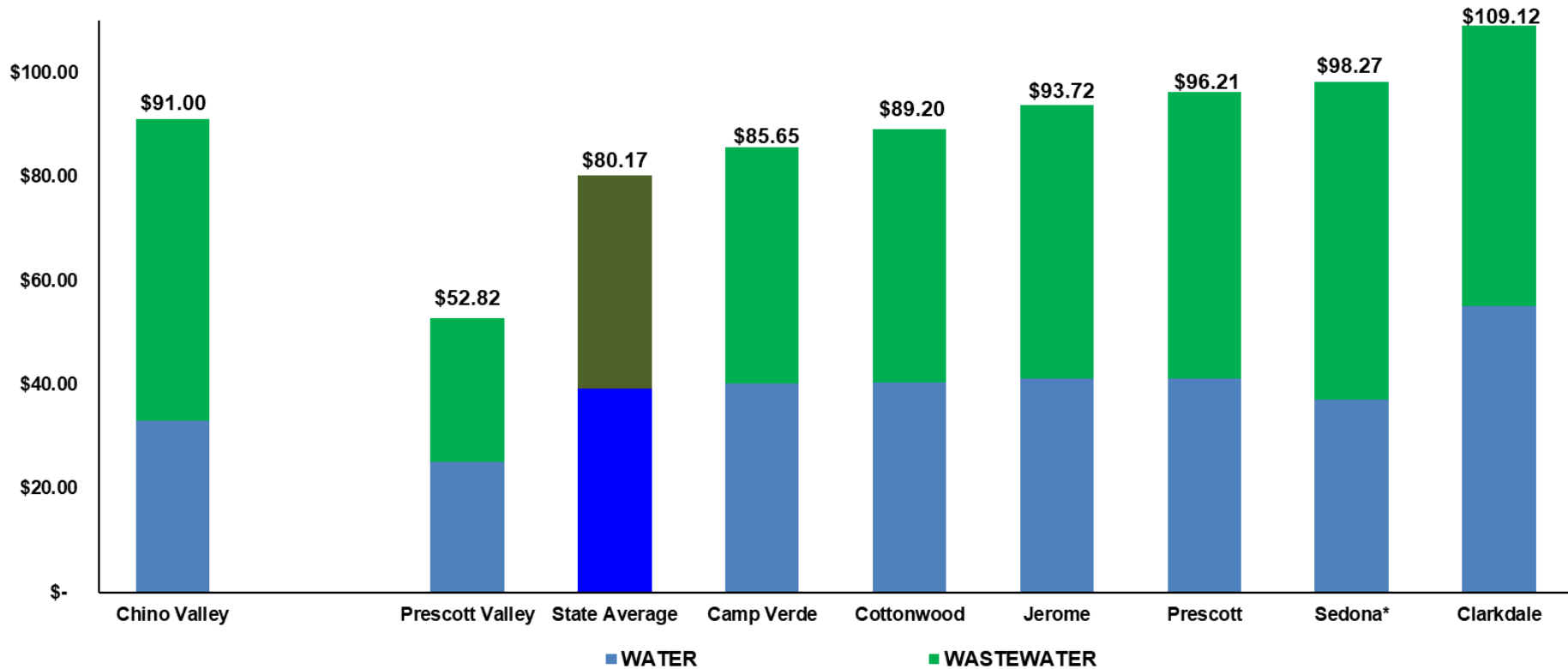
	<u>Residential</u>	<u>Commercial</u>
Monthly Base Charge:		
3/4" Meter	\$ 6.50	\$ 6.50
1" Meter	10.86	10.86
1-1/2" Meter		21.67
2" Meter		34.67
3" Meter		65.05
4" Meter		108.53
Monthly Volume Charge per 1,000 Gallons:		
0 to 8,000 gallons	5.30	5.30
8,001 to 20,000 gallons	6.63	6.63
Over 20,000 gallons	9.27	9.27

Current Monthly Wastewater Rates

Monthly Base Charge:

Residential (All Meter Sizes)	\$ 58.00
Commercial	
3/4" Meter	58.00
1" Meter	97.06
1 1/2" Meter	192.93
2" Meter	309.16
3" Meter	580.22
4" Meter	967.03
Multi-Family	
Rate Per Fixture Unit	2.90
Rate Per EDU (20 Fixture Units)	58.00

Monthly Residential Charge Comparison 5,000 Gallons Water and Wastewater



Source: 2022 WIFA Water and WW Rates Dashboard

* Served by AZ Water Company

Council Presentation – Town of Chino Valley, AZ



Water and Wastewater: Customers and Volumes



Water and Wastewater Accounts

June 2022



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WATER

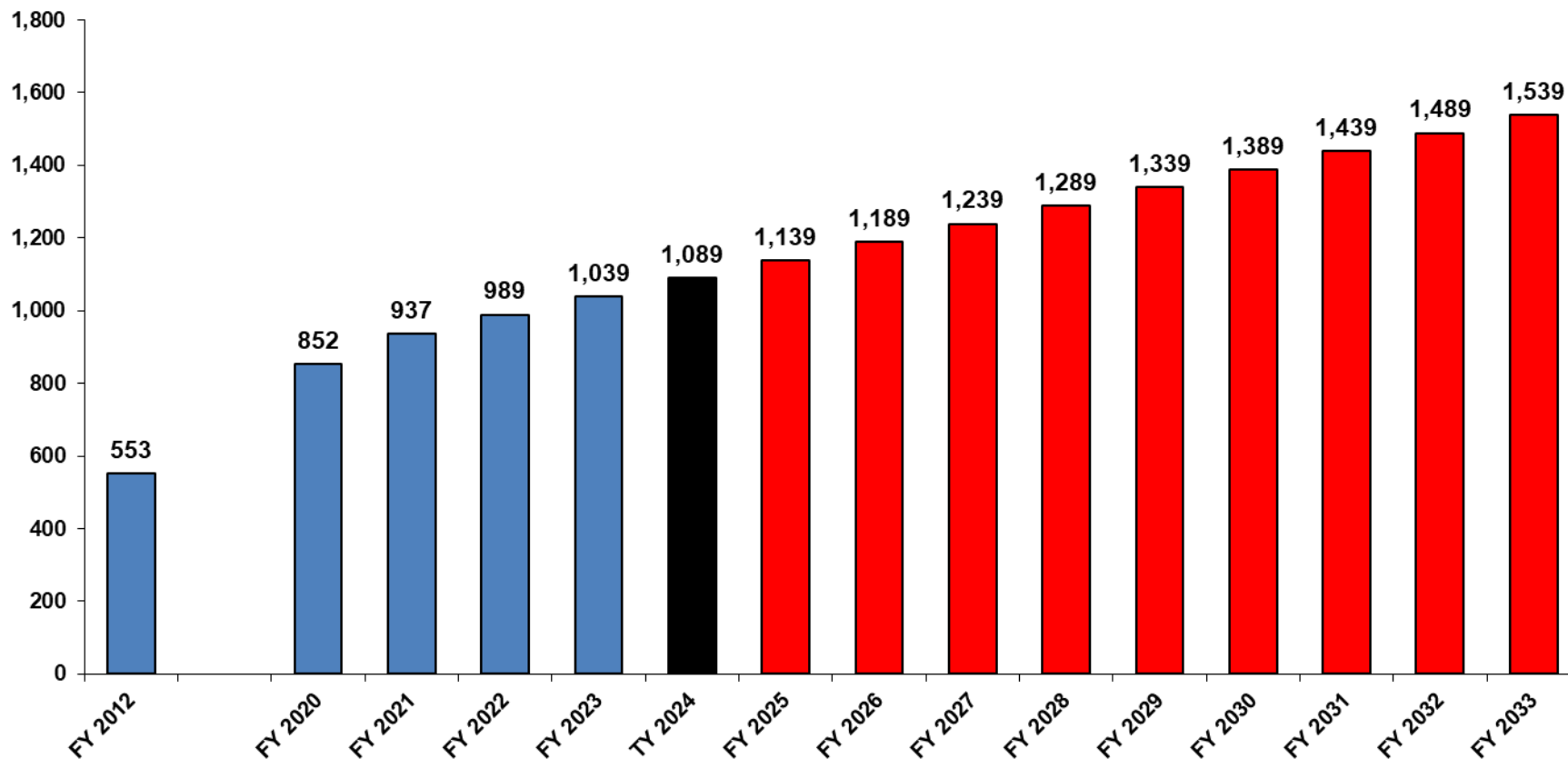
Residential	918	92.82%
Commercial	69	6.98%
Country West	1	0.10%
Stand Pipe - Fill Station	<u>1</u>	<u>0.10%</u>
TOTAL	989	100.00%

WASTEWATER

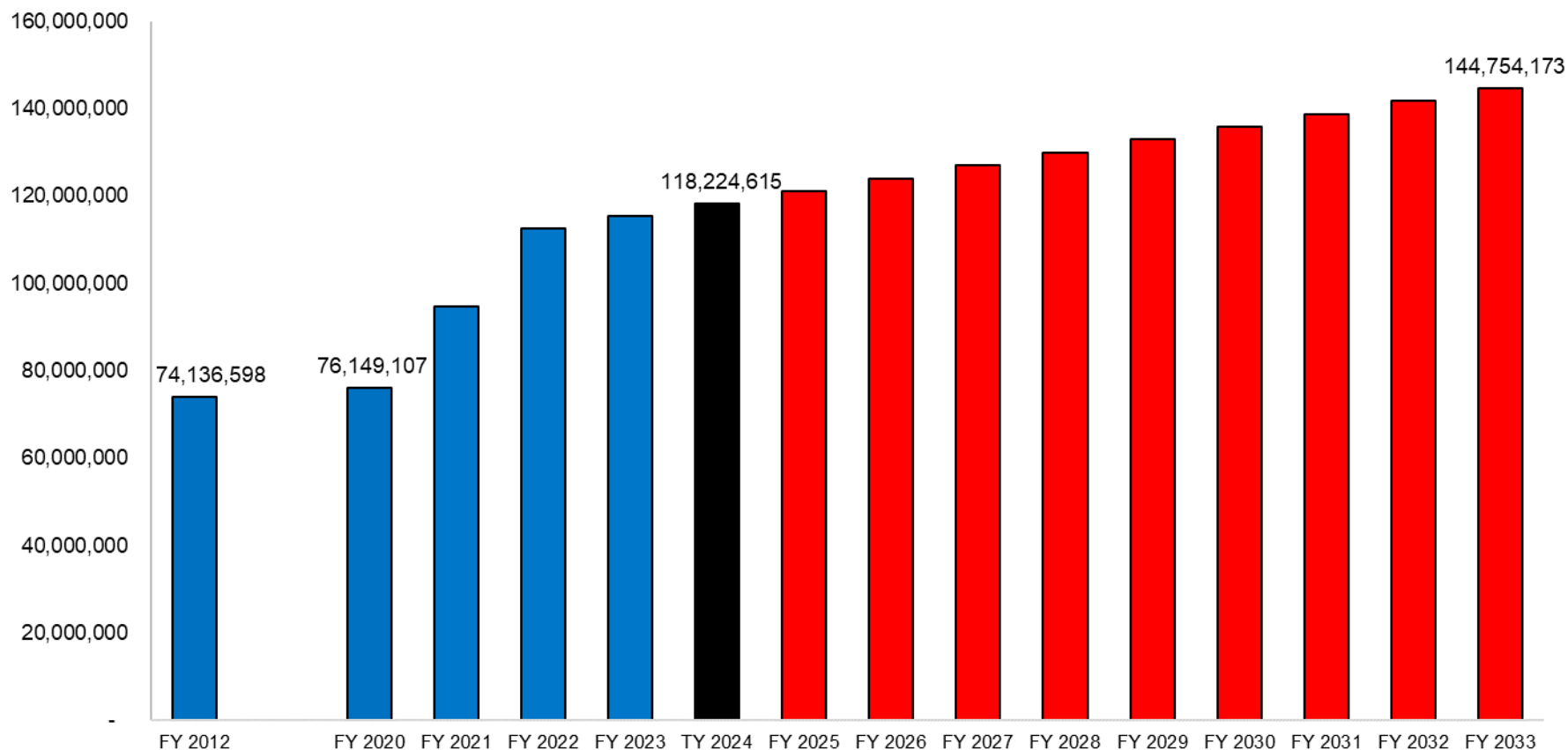
Residential	2,263	97.08%
Commercial	65	2.79%
Country West	1	0.04%
Holiday Development	1	0.04%
Mountain View MHP & RV	<u>1</u>	<u>0.04%</u>
TOTAL	2,331	100.00%

Actual and Forecast Water Accounts

Annual Growth $\approx$ 50 accounts

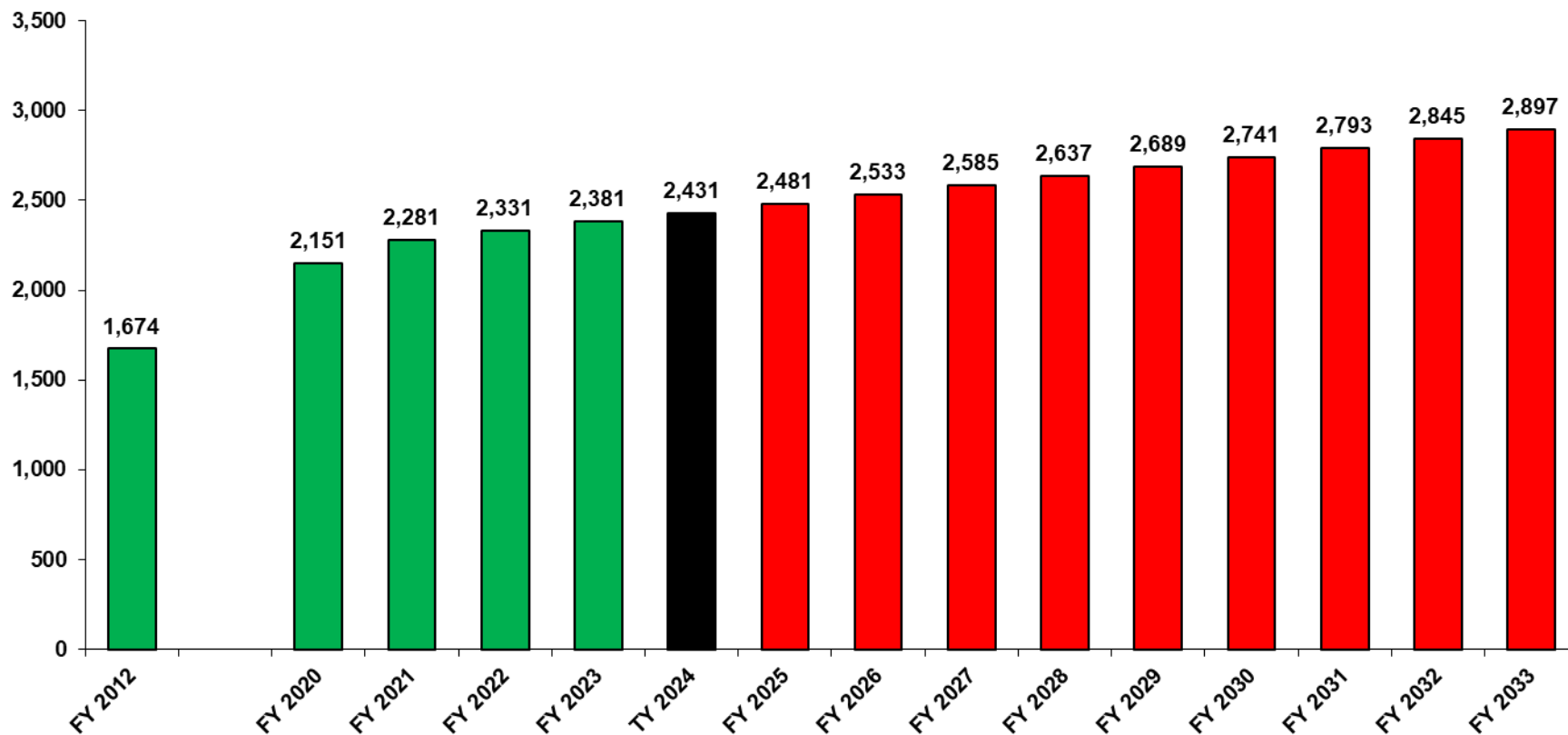


Actual and Forecast Water Billed Consumption



Actual and Forecast Wastewater Accounts

Annual Growth $\approx$ 50 accounts



Council Presentation – Town of Chino Valley, AZ



Water and Wastewater: Current and Forecast Cost of Service

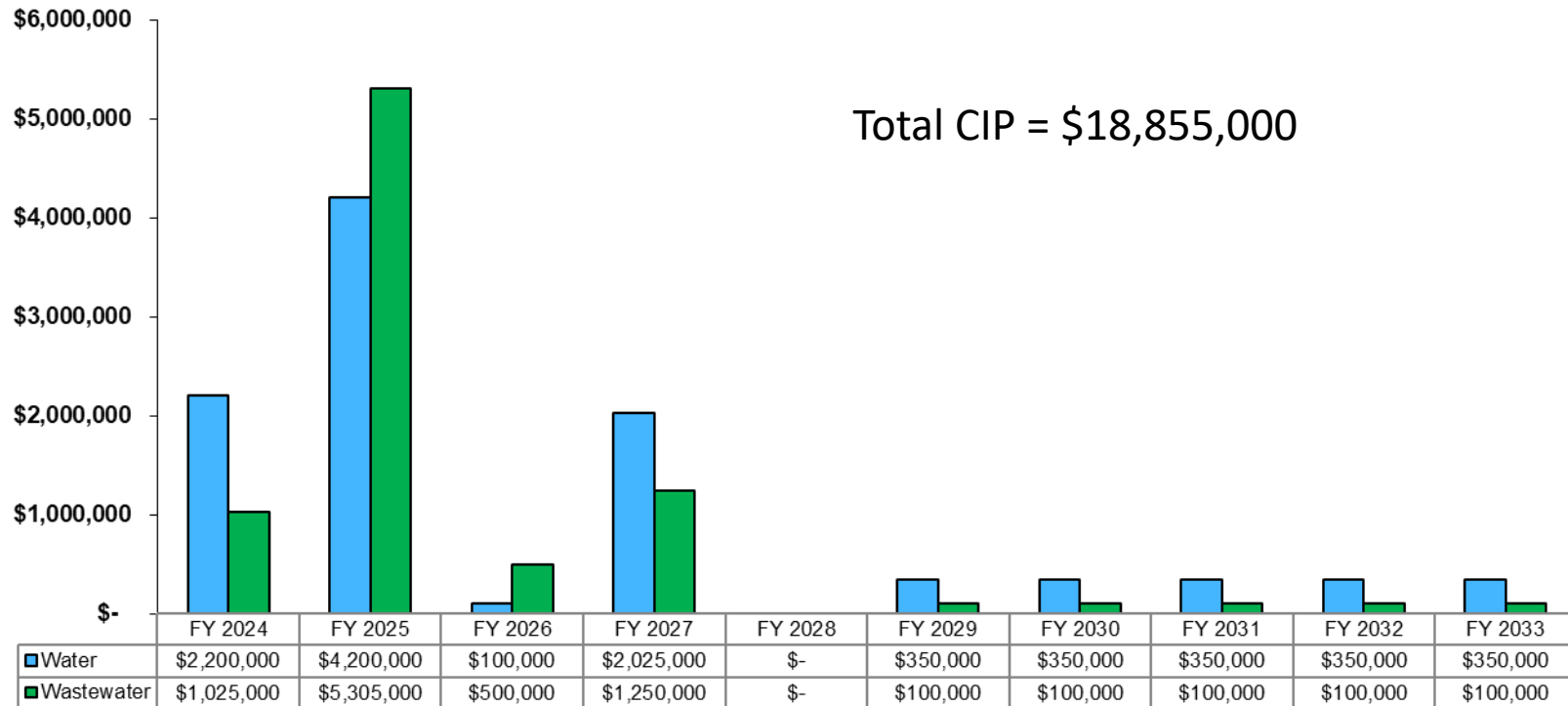


Key Assumptions Driving Forecast Financial and Rate Plan

- For FY 2025 and FY 2026, inflation adjustment assumed to be 5.0%; afterwards returns to 3.0%
- Certain expenses increase at higher rates and/or are tied to increases in accounts/volumes
- Buy-In Fees based on expected growth and annual adjustments of 3.0%
- \$1.4 million in transfers into Sewer Fund from the General Fund for CIP
- Capital Improvement Plan used reflects extensive review and analysis by Staff



Capital Improvement Plan: FY 2024 – FY 2033



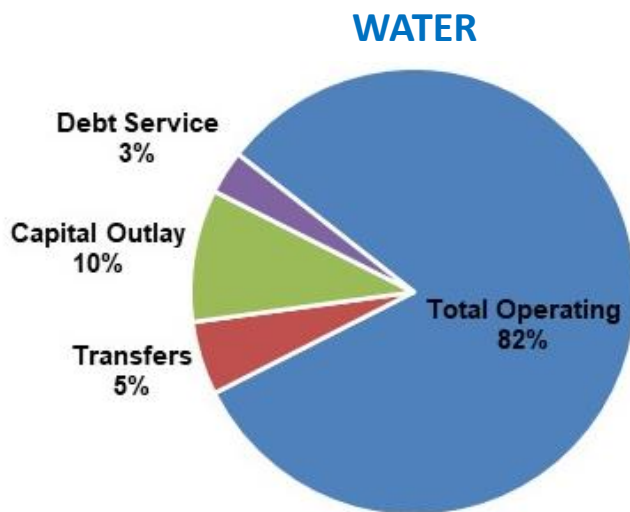
NOTES: (1) Does not include the Peavine water line and Water main on Perkinsville/89 to Rd 1 East, which was funded through the American Recovery Act and an EPA Grant.

Additional Debt: FY 2024 – FY 2033

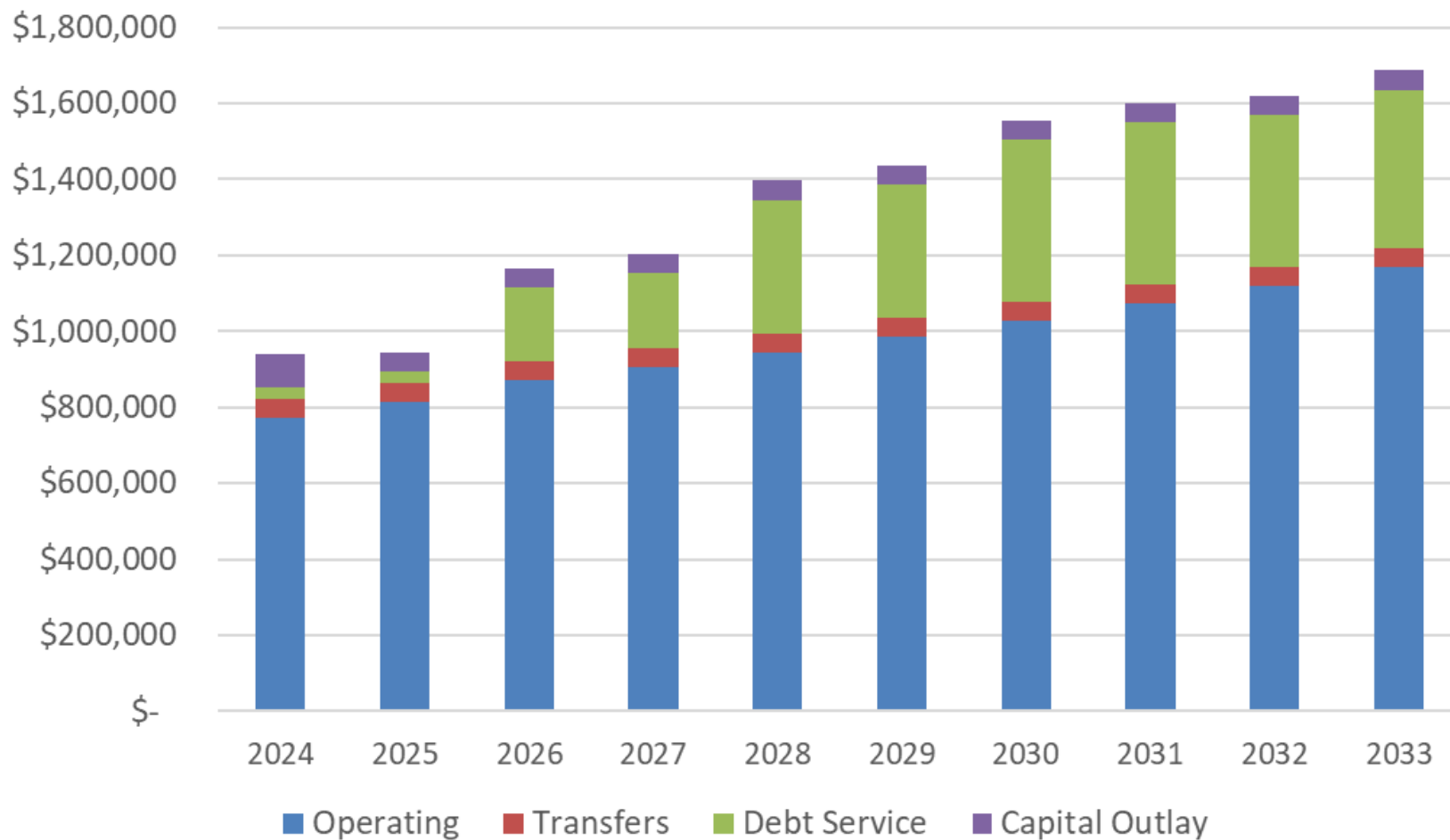
FORECAST BOND ISSUES					
SCENARIO: 2023 09 12 Scenario 1 -- Status Quo					
	Total		WATER		WASTEWATER
2024	\$ 1,000,000	\$	-	\$	1,000,000
2025	7,200,000		2,200,000		5,000,000
2026	-		-		-
2027	3,250,000		2,000,000		1,250,000
2028	-		-		-
2029	1,000,000		1,000,000		-
2030	-		-		-
2031	-		-		-
2032	400,000		400,000		-
2033	-		-		-
Total Bonds	\$ 12,850,000	\$	5,600,000	\$	7,250,000

FY 2024 Water and Wastewater Cost of Service

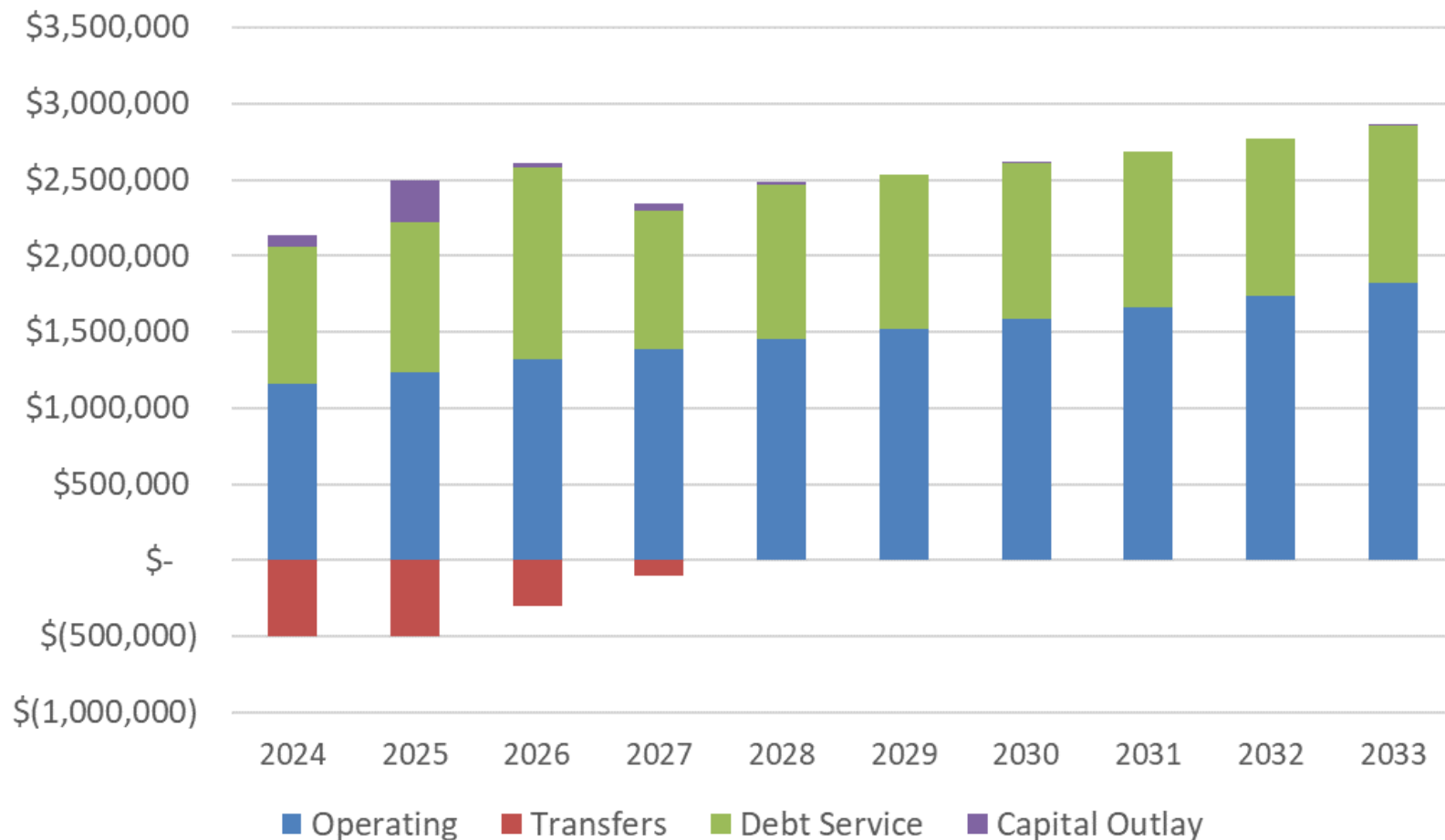
	TOTAL BUDGET	WATER	WASTEWATER
Total Operating	\$ 1,934,900	\$ 771,700	\$ 1,163,200
Transfers	(450,000)	50,000	(500,000)
Capital Outlay	163,200	90,000	73,200
Debt Service	930,059	29,478	900,581
Total Cost of Service	\$ 2,578,159	\$ 941,178	\$ 1,636,981



Forecast Cost of Service - Water



Forecast Cost of Service - Wastewater



Council Presentation – Town of Chino Valley, AZ



Water and Wastewater: Rate Plan Proposal



Notes on Rate Proposal

- Recommend implementation of a **3-Year Plan** with rate adjustments effective on January of each year 2024 -- 2026
- Assumes no change in rate structure
- Assumes uniform percentage adjustments for base and volume charges



Water and Wastewater Rate Plan Proposal

FY 2024 – FY 2026

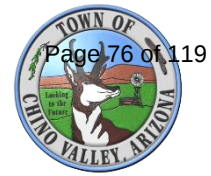
	Current	Effective Jan-24	Effective Jan-25	Effective Jan-26
WATER Rates				
Residential & Commercial Base Charge:				
3/4"	\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.10
1"	10.86	11.19	11.52	11.87
1 1/2"	21.67	22.32	22.99	23.68
2"	34.67	35.71	36.78	37.88
3"	65.05	67.00	69.01	71.08
4"	108.53	111.79	115.14	118.59
Volume Charge: Per 1,000 Gallons				
- 8,000	5.30	5.46	5.62	5.79
8,001 20,000	6.63	6.83	7.03	7.24
20,001 Above	9.27	9.55	9.83	10.13
Water Resource Fee (Monthly Charge per Account)	-	2.00	2.06	2.12
WASTEWATER Rates				
Residential Base Charge:	\$ 58.00	\$ 59.74	\$ 61.53	\$ 63.38
Commercial Base Charge:				
Meter Size 3/4"	58.00	59.74	61.53	63.38
1"	97.06	99.97	102.97	106.06
1 1/2"	192.93	198.72	204.68	210.82
2"	309.16	318.43	327.99	337.83
3"	580.22	597.63	615.56	634.02
4"	967.03	996.04	1,025.92	1,056.70

Rate Plan Proposal – Impact on Ratepayers

FY 2024 – FY 2026

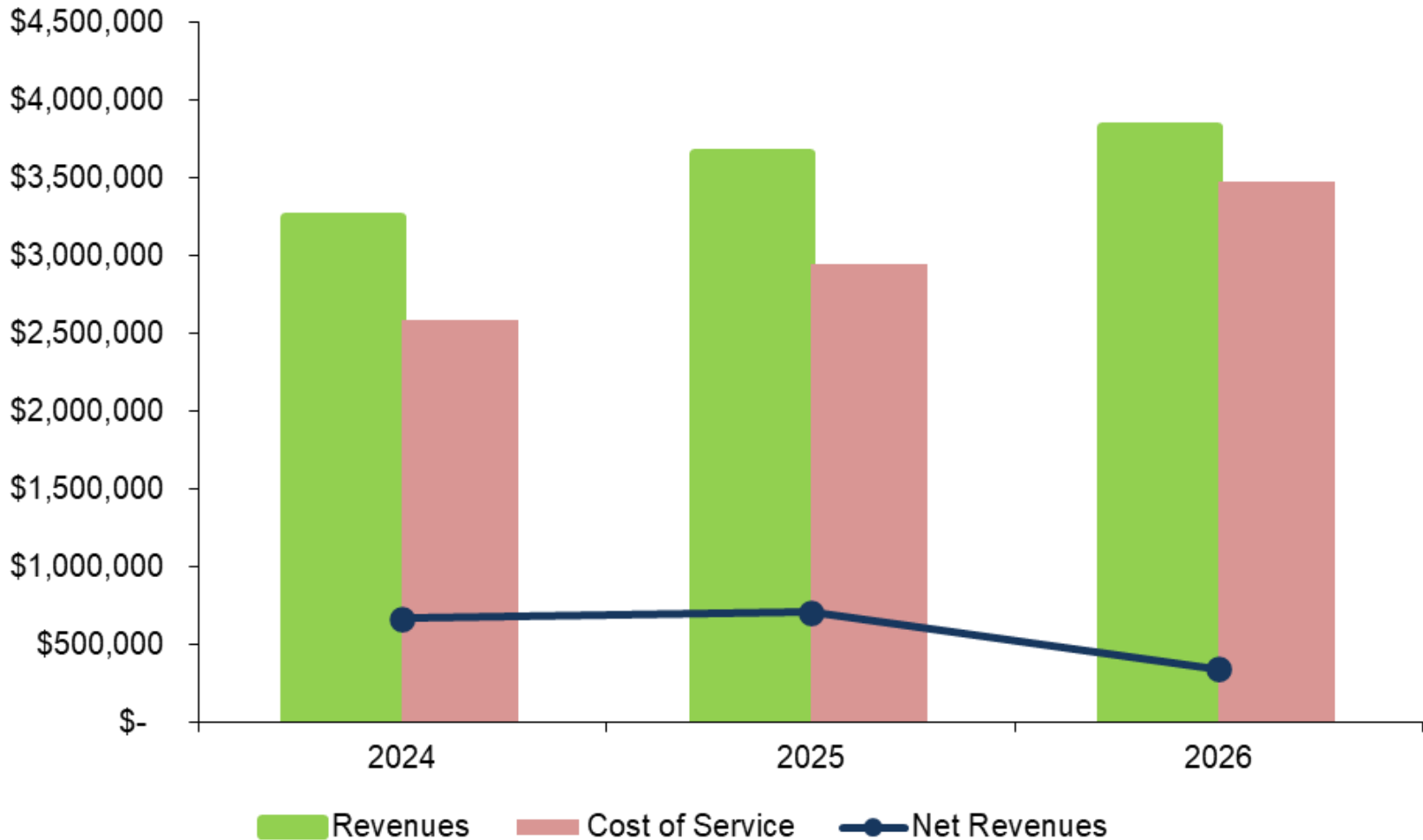
		Current	Effective Jan-24	Effective Jan-25	Effective Jan-26
Monthly Charges -- 3/4" Meter					
<u>Gallons</u>	<u>WW</u>				
Water					
4,000	4,000	\$ 85.70	\$ 90.27	\$ 92.98	\$ 95.77
	Increase -- \$		4.57	2.71	2.79
	Increase -- %		5.3%	3.0%	3.0%
5,000	5,000	\$ 91.00	\$ 95.73	\$ 98.60	\$ 101.56
	Increase -- \$		4.73	2.87	2.96
	Increase -- %		5.2%	3.0%	3.0%
10,000	10,000	\$ 120.16	\$ 125.76	\$ 129.54	\$ 133.42
	Increase -- \$		5.60	3.77	3.89
	Increase -- %		4.7%	3.0%	3.0%
20,000	20,000	\$ 186.46	\$ 194.05	\$ 199.88	\$ 205.87
	Increase -- \$		7.59	5.82	6.00
	Increase -- %		4.1%	3.0%	3.0%
30,000	30,000	\$ 279.16	\$ 289.53	\$ 298.22	\$ 307.17
	Increase -- \$		10.37	8.69	8.95
	Increase -- %		3.7%	3.0%	3.0%

Rate Plan Proposal – Projected Revenues by Class FY 2024 – FY 2026



	FY 2024	FY 2025	FY 2026
WATER Utility -- Forecast Annual Revenue			
Water User Rates			
Residential	\$ 412,827	\$ 446,100	\$ 480,994
Commercial	397,060	408,972	421,241
Country West	9,320	9,320	9,320
Stand Pipe - Fill Station	59,085	62,075	65,216
Subtotal	878,292	926,467	976,770
Water Resource Fee			
Per Account	15,218	27,629	29,709
Subtotal	15,218	27,629	29,709
Total Water User Rate Revenue	\$ 893,510	\$ 954,096	\$ 1,006,479
WASTEWATER Utility -- Forecast Annual Revenue			
Wastewater User Rates			
Residential	\$ 1,665,206	\$ 1,751,454	\$ 1,841,379
Commercial	97,249	100,166	104,666
Country West	60,262	62,070	63,932
Holiday Development	14,981	15,430	15,893
Mountain View MHP & RV	25,588	26,356	27,146
Total Wastewater User Rate Revenue	\$ 1,863,286	\$ 1,955,477	\$ 2,053,017

Rate Plan Proposal – Projected Operating Results FY 2024 – FY 2026



Alternative Rate Scenario – Additional Usage Block

- Additional usage block for water customers
- Promote water resource conservation
- New Monthly Block Allowances
 - Block 1: 0 – 8,000 gallons
 - Block 2: 8,001 – 15,000 gallons
 - Block 3: 15,001 – 20,000 gallons
 - Block 4: Above 20,000 gallons
- Assumes uniform percentage adjustments for base and volume charges after the first year

Rate Plan Alternative Scenario: Additional Usage Block Rates FY 2024 – FY 2026



	Current	Effective Jan-24	Effective Jan-25	Effective Jan-26
WATER Rates				
Residential & Commercial Base Charge:				
3/4"	\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.10
1"	10.86	11.19	11.52	11.87
1 1/2"	21.67	22.32	22.99	23.68
2"	34.67	35.71	36.78	37.88
3"	65.05	67.00	69.01	71.08
4"	108.53	111.79	115.14	118.59

Volume Charge: Per 1,000 Gallons

-	8,000	5.30	5.46	5.62	5.79
8,001	15,000	6.63	6.83	7.03	7.24
15,001	20,000	6.63	8.54	8.79	9.06
20,001	Above	9.27	11.10	11.43	11.77

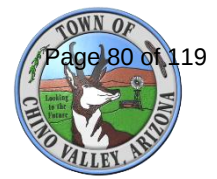
(Note: Existing Block 2 - 8,001 to 20,000 gallons, Block 3 - Above 20,000 gallons)

Water Resource Fee	-	2.00	2.06	2.12
(Monthly Charge per Account)				

WASTEWATER Rates

Residential Base Charge:	\$ 58.00	\$ 59.74	\$ 61.53	\$ 63.38
Commercial Base Charge:				
Meter Size 3/4"	58.00	59.74	61.53	63.38
1"	97.06	99.97	102.97	106.06
1 1/2"	192.93	198.72	204.68	210.82
2"	309.16	318.43	327.99	337.83
3"	580.22	597.63	615.56	634.02
4"	967.03	996.04	1,025.92	1,056.70

Rate Plan Alternative Scenario: Additional Usage Block Impact on Ratepayers FY 2024 – FY 2026



		Current		Effective Jan-24	Effective Jan-25	Effective Jan-26
Monthly Charges -- 3/4" Meter						
<u>Gallons</u>	<u>WW</u>					
Water						
4,000	4,000	\$	85.70	\$ 90.27	\$ 92.98	\$ 95.77
	Increase -- \$			4.57	2.71	2.79
	Increase -- %			5.3%	3.0%	3.0%
5,000	5,000	\$	91.00	\$ 95.73	\$ 98.60	\$ 101.56
	Increase -- \$			4.73	2.87	2.96
	Increase -- %			5.2%	3.0%	3.0%
10,000	10,000	\$	120.16	\$ 125.76	\$ 129.54	\$ 133.42
	Increase -- \$			5.60	3.77	3.89
	Increase -- %			4.7%	3.0%	3.0%
20,000	20,000	\$	186.46	\$ 202.59	\$ 208.67	\$ 214.93
	Increase -- \$			16.13	6.08	6.26
	Increase -- %			8.7%	3.0%	3.0%
30,000	30,000	\$	252.76	\$ 313.56	\$ 322.97	\$ 332.66
	Increase -- \$			60.80	9.41	9.69
	Increase -- %			24.1%	3.0%	3.0%

Council Presentation – Town of Chino Valley, AZ



Presentation Summary



Presentation Summary

- Rate plans are not just financial decisions – they are social, community and political decisions as well
- Rate plan will result in a financially-healthy utility
- Proposed rate plan will enable Town to pay increased costs, fund needed capital improvements and invest in the future of the Town



Next Steps

- Finalize Rate Adjustment Scenarios
- Schedule Workshop with Council
- Schedule Council Meetings in accordance with ARS 9-511;
 - Council adopts Notice of Intent
 - Public Hearing (60 days later)
 - Adoption of Rate Plan
 - Rate Plan Effective (30 days later)



Council Presentation – Town of Chino Valley, AZ



Questions and Discussion



RESOLUTION NO. 2023-1235

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ESTABLISHING WATER RESOURCE FEES; INCREASING WATER AND WASTEWATER RATES, RATE COMPONENTS, FEES, OR SERVICE CHARGES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to A.R.S. § 9-511 *et seq.*, the Town of Chino Valley (the “Town”) is authorized to establish just and reasonable water and wastewater rates, rate components, fees, and service charges; and

WHEREAS, pursuant to A.R.S. § 9-511.01, the Town prepared a written report and supplied data supporting the establishment and increase of water and wastewater rates and made them available to the public by filing copies with the Town Clerk and posting them on the Town’s website at least 30 days before the public hearing held on December 12, 2023; and

WHEREAS, the Town Council held a public hearing regarding said water and wastewater rates prior to the adoption of this Resolution; and

WHEREAS, the Town Council finds that the proposed rates are just and reasonable and that it is in the best interest of the Town to adopt such rates to maintain the financial integrity of the Town’s water and wastewater enterprises.

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

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

SECTION 2. The Town of Chino Valley water and wastewater rates, rate components, fees, and service charges are amended and increased as set forth in the schedule attached hereto as Exhibit A and incorporated herein as if fully set forth herein.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, on December 12, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2023-1235 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 12, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2023-1235
[Water/Wastewater Rate Schedule]

See following pages.

Town of Chino Valley Water/Wastewater Rate Schedule

WATER RATES		CURRENT	PROPOSED		
			+3% each January for three years		
		2023	2024	2025	2026
Base Charges					
Residential and Commercial 3/4" Meter		\$6.50	\$6.70	\$6.90	\$7.10
Residential and Commercial 1" Meter		\$10.86	\$11.19	\$11.52	\$11.87
Commercial 1 1/2" Meter		\$21.67	\$22.32	\$22.99	\$23.68
Commercial 2" Meter		\$34.67	\$35.71	\$36.78	\$37.88
Commercial 3" Meter		\$65.05	\$67.00	\$69.01	\$71.08
Commercial 4" Meter		\$108.53	\$111.79	\$115.14	\$118.59
Volume Charges					
Standpipe Base Rate (per 1,000 gallons)		\$6.50	\$6.70	\$6.90	\$7.10
Current Volume Tiers (in gallons)					
Tier 1	0 – 8,000	\$5.30	\$5.46	\$5.62	\$5.79
Tier 2	8,001 – 22,000	\$6.63	\$6.83	\$7.03	\$7.24
Tier 3	> 20,001	\$9.27	\$9.55	\$9.83	\$10.13
Proposed Volume Tiers (in gallons)					
Tier 1	0 – 8,000	\$5.30	\$5.46	\$5.62	\$5.79
Tier 2	8,001 – 15,000	\$6.63	\$6.83	\$7.03	\$7.24
Tier 3	15,001 – 20,000	\$6.63	\$8.54	\$8.79	\$9.06
Tier 4	> 20,001	\$9.27	\$11.10	\$11.43	\$11.77
Water Buy-In Fees					
Residential 3/4" & 1" Meter		\$4,637.10	\$4,776.21	\$4,919.50	\$5,067.08
Multi-Family Residential (per unit) 3/4" & 1" Meter		\$4,208.16	\$4,334.40	\$4,464.44	\$4,598.37
Hotels/Motels Per Room		\$3,542.74	\$3,649.02	\$3,758.49	\$3,871.25
Commercial 3/4" Meter		\$4,637.10	\$4,776.21	\$4,919.50	\$5,067.08
Commercial 1" Meter		\$7,732.36	\$7,964.33	\$8,203.26	\$8,449.36
Commercial 1/2" Meter		\$15,572.53	\$16,039.71	\$16,520.90	\$17,016.52
Commercial 2" Meter		\$24,911.64	\$25,658.99	\$26,428.76	\$27,221.62
Commercial 3" Meter		\$46,729.18	\$48,131.06	\$49,574.99	\$51,062.24
Commercial 4" Meter		\$77,896.26	\$80,233.15	\$82,640.14	\$85,119.35
Commercial 6" Meter		\$155,744.99	\$160,417.34	\$165,229.86	\$170,186.76
Commercial 8" Meter		\$249,209.15	\$256,685.42	\$264,385.99	\$272,317.57
Commercial 10" Meter		\$358,262.06	\$369,009.92	\$380,080.22	\$391,482.63
Commercial 12" Meter		\$669,756.69	\$689,849.39	\$710,544.87	\$731,861.22
Other Charges					
Water Resource Fee (monthly; per account)		N/A	\$2.00	\$2.06	\$2.12
Country West (per 2001 agreement)					
	12/14/2001	\$0.84			
	12/14/2031	\$1.01			

[WASTEWATER RATES FOLLOW]

WASTEWATER RATES		CURRENT	PROPOSED		
			+3% each January for three years		
Base Charge					
Residential (All Meter Sizes)		\$58.00	\$59.74	\$61.53	\$63.38
Commercial 3/4" Meter		\$58.00	\$59.74	\$61.53	\$63.38
Commercial 1" Meter		\$97.06	\$99.97	\$102.97	\$106.06
Commercial 1 1/2" Meter		\$192.93	\$198.72	\$204.68	\$210.82
Commercial 2" Meter		\$309.16	\$318.43	\$327.99	\$337.83
Commercial 3" Meter		\$580.22	\$597.63	\$615.56	\$634.02
Commercial 4" Meter		\$967.03	\$996.04	\$1,025.92	\$1,056.70
Multi-Family Residential* Per FU**		\$2.90	\$2.99	\$3.08	\$3.17
Multi-Family Residential* Per EDU**		\$58.00	\$59.74	\$61.53	\$63.38
* Includes properties on a master meter, apartments, duplexes, mobile home parks, hotels/motels, schools, churches, and similar.					
** One Equivalent Dwelling Unit (EDU) Equals 20 Fixture Units (FU).					
Wastewater Buy-In Fees					
Residential		\$6,955.64	\$7,164.31	\$7,379.24	\$7,600.62
Commercial and Multi-family Residential		\$347.78	\$358.21	\$368.96	\$380.03



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. c.

Meeting Date: 12/12/2023
Contact Person: Erin Deskins, Town Clerk
Department: Town Clerk
Estimated length of staff presentation: 5 minutes
Physical location of item: 312 Marketplace Drive, Chino Valley

AGENDA ITEM TITLE:

Public Hearing, consideration, and possible action regarding application from Theresa Morse, Hot Pizzas, LLC, aka Pizza Hut, for a new Series 007 (Beer and Wine Bar) Liquor License located at 312 Marketplace Drive, Chino Valley.

RECOMMENDED ACTION:

- (i) Hold Public Hearing
- (ii) Recommend approval for a new Series 007 Liquor License for Hot Pizzas, LLC, aka Pizza Hut.

SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such an application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board to grant or deny the license. The local governing body may also vote to make no recommendation should they prefer that approval or denial be up to the State. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location. Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council may recommend that the state liquor board grant or deny the license, or vote to make no recommendation.

Theresa Morse has applied with the state for a new Series 7 (Beer and Wine Bar) Liquor License. The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale ("to go") retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily in individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

Hot Pizzas, LLC currently holds a Series 12 (Restaurant) Liquor License for this establishment which allows the sale of spirituous liquor for consumption only on the premises of the establishment. The Liquor Board allows stacking of these licenses. No spirituous liquor may be offered as a "to-go" option.

The Fire, Police, and Planning Departments have reviewed the application and recommended approval with no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Pizza Hut Liquor License Application

Acceptable Reasons for Protest

Granting Licenses for Certain Locations

State of Arizona
Department of Liquor Licenses and Control

Created 11/08/2023 @ 03:21:00 PM

Local Governing Body Report

LICENSE

Number:		Type:	007 BEER AND WINE BAR
Name:	PIZZA HUT #33658		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	312 MARKETPLACE DRIVE CHINO VALLEY, AZ 86323 USA		
Mailing Address:	PO BOX 4179 KINGMAN, AZ 86402 USA		
Phone:	(928)636-6400		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	PO BOX 4179 KINGMAN, AZ 86402 USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@Q.COM

OWNER

Name:	HOT PIZZAS LLC		
Contact Name:	THERESA JUNE MORSE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L16171749	State of Incorporation:	AZ
Incorporation Date:	07/30/2010		
Correspondence Address:	PO BOX 4179 KINGMAN, AZ 86402 USA		
Phone:	(480)353-8035		
Alt. Phone:			
Email:	TJMORSE1208@Q.COM		

Officers / Stockholders

Name:	Title:	% Interest:
KRYSTAL BURGE DYNASTY TRUST PIZZA HUT DATED DECEMBER 28, 2012	Stockholder	40.00
MARK PETERSON DYNASTY TRUST PIZZA HUT DATED DECEMBER 28, 2012	Stockholder	40.00
MARK TODD PETERSON	MEMBER	10.00
KRYSTAL KAY BURGE	MEMBER	10.00
KARA ELISE PETERSON	TRUSTEE	

HOT PIZZAS LLC - Stockholder

Name: MARK PETERSON DYNASTY TRUST PIZZA HUT DATED DECEMBER 28, 2012

Contact Name: THERESA MORSE

Type: SHAREHOLDER - LEGAL ENTITY

AZ CC File Number: State of Incorporation:

Incorporation Date:

Correspondence Address: [REDACTED]

Phone: [REDACTED]

Alt. Phone:

Email:

HOT PIZZAS LLC - Stockholder

Name: KRYSTAL BURGE DYNASTY TRUST PIZZA HUT DATED DECEMBER 28, 2012

Contact Name: THERESA JUNE MORSE

Type: SHAREHOLDER - LEGAL ENTITY

AZ CC File Number: State of Incorporation:

Incorporation Date: 12/01/2017

Correspondence Address: [REDACTED]
USA

Phone: [REDACTED]

Alt. Phone:

Email:

HOT PIZZAS LLC - MEMBER

Name: KRYSTAL KAY BURGE

Gender: Female

Correspondence Address: [REDACTED]
USA

Phone: [REDACTED]

Alt. Phone:

Email: KRYSTALBURGE@TACOS.COM

HOT PIZZAS LLC - MEMBER

Name: MARK TODD PETERSON
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

**MARK PETERSON DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee
KRYSTAL BURGE DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee**

Name: KRYSTAL KAY BURGE
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: KRYSTALBURGE@TACOS.COM

**MARK PETERSON DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee
HOT PIZZAS LLC - TRUSTEE**

Name: KARA ELISE PETERSON
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

**KRYSTAL BURGE DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee**

Name: EVERETT LAWRENCE BURGE JR.
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MARK PETERSON DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee
KRYSTAL BURGE DYNASTY TRUST PIZZA HUT
DATED DECEMBER 28, 2012 - Trustee

Name: MARK TODD PETERSON
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: MARK ALAN RUSSELL
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: KRISTINA LARAYNE SEVALL
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: ELICIA KATHLEEN ROY
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: NIMAT CRYSTAL MAYO

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: JESSICA ANN SHEEHAN

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: ANDREW BRAXTON CANNON

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: JAMES WILLIAM HESTER

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: CELESTE RACHELLE BENDEL
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: JONNATHAN TODD BARNHART
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: KIRT DANIEL FOSTER
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: EDWARD WILLIAM WRIGHT
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: CRAIG JOSEPH HENDRICKS
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: LYNN DEE FRYE
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: CESAR GUERRA GONZALEZ
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: AMANDA GENE BRAVO
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: ADAM NICHOLAS JOHNSON
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: ALEJANDRO ROJOS RIOS
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: RS026999@PIZZAHUT.COM

Name: GEVERGEN GHARGHANI TOROSIAN
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: JANA E MARIE BARBRICK
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: ELISHA VERONICA JAQUEZ

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: TIFFANY DANIELLE REDHORSE

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: ZACHARY JOHN SISNEROS

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: JULIE ANN RIVAS

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: DONALD GERALD FLETCHER
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: KIMBERLY PHILLIPS
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: AMANADA JO TATMAN
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: JOSHUA EVANS BRIT
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: ADAM DANIEL JOLICOEUR

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email:

Name: LYNN MARIE SCHILLING

Gender: Female

Correspondence Address:

USA

Phone:

Alt. Phone:

Email: LYNN SCHILLING@TACOS.COM

Name: NATHANIEL DAVID SLEEPER

Gender: Male

Correspondence Address:

USA

Phone:

Alt. Phone:

Email: NATESSLEEPER@PBPIZZAHUT.COM

APPLICATION INFORMATION

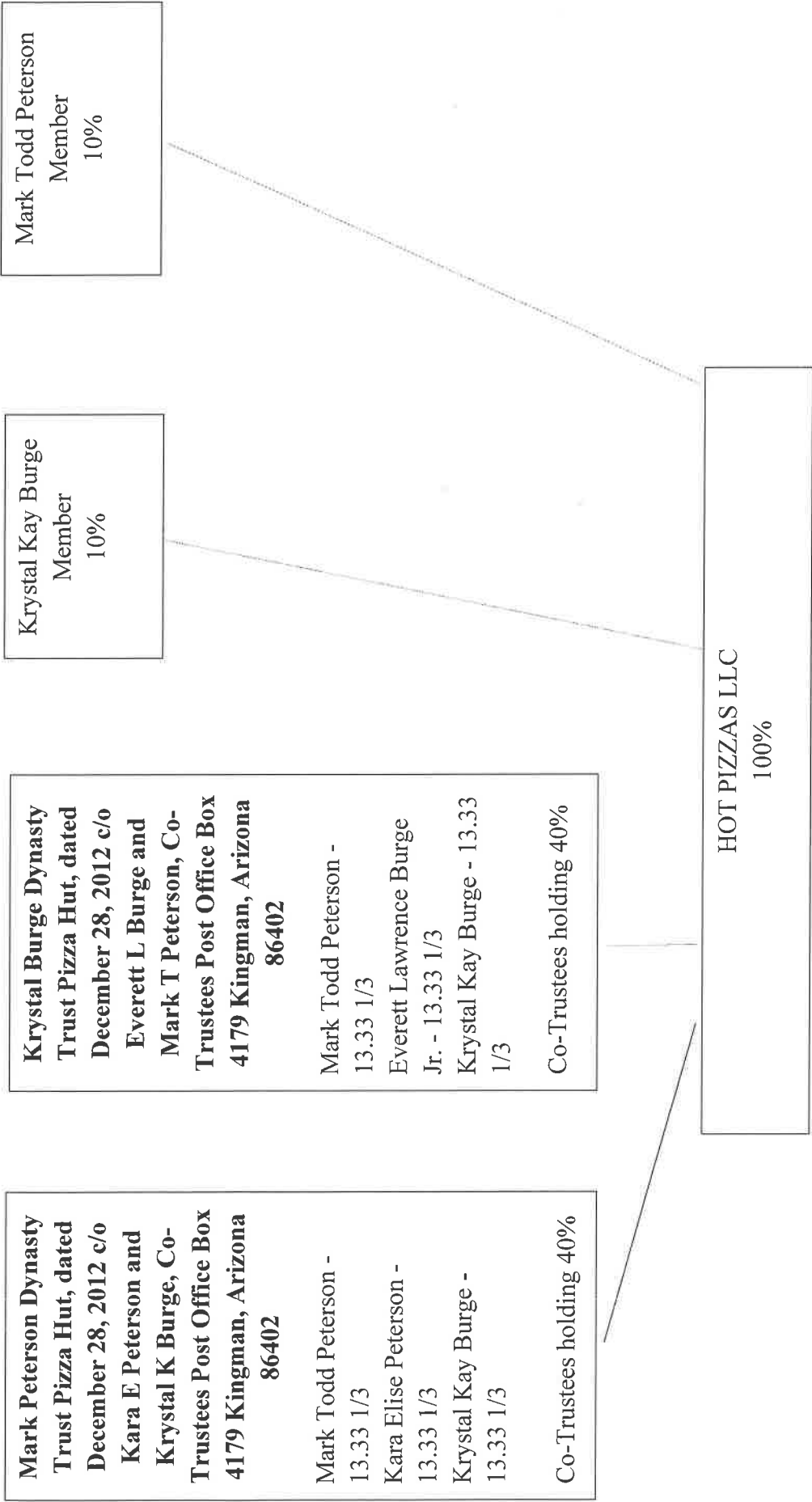
Application Number: 264525
 Application Type: New Application
 Created Date: 10/31/2023

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
HERITAGE MIDDLE SCHOOL 1076 N RD 1 W CHINO VALLEY, AZ 86323 4,752 FT
- 3) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 LANDLORD REMEDIES
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 ZERO
- 7) Are there walk-up or drive-through windows on the premises?
Yes
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

23 NOV 6 14:14 PM 10/55



23 NOV 6 10:55 AM

Rec'd 10/31/2023

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	264525
Date Accepted:	10-31-2023
CSR:	SG

Type or Print with Black Ink

Fp current
08-17-2023

License Number: LL2313070004

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: MORSE THERESA JUNE Birth Date: [REDACTED]
Last First Middle (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: B13576664 State Issued: AZ
4. Place of birth: DETROIT MI USA Height: 501 Weight: 175 Eyes: HZL Hair: BLN
City State COUNTRY
5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 07/1981
7. Daytime telephone number: [REDACTED] Email address: TJMORSE1208@Q.COM
8. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400
9. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

23 NOV 6 11:41 AM 10:55

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2007	CURRENT	CONSULTANT/TRAINER	AVANT GARDE ALCOHOL TRAINING & EDUCATION 530 E MCDOWELL RD STE 107-241 PHOENIX AZ 85004

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2023	CURRENT				
12/2006	07/2023				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) THERESA JUNE MORSE hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Theresa June Morse Date: 10/31/2023

LC:

Amount:

23 NOV 6 11:41 AM 1056

Rec'd 10/31/2023



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:	264525
Date Accepted:	10-31-2023
CSR:	SG

Type or Print with Black Ink

FP current
04-01-2022

License Number: LL2313070004

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: BURGE JR EVERETT LAWRENCE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: B14580001 State Issued: AZ

4. Place of birth: HASTINGS NEBRASKA USA Height: 600 Weight: 180 Eyes: BRO Hair: BRO
City State COUNTRY

5. Name of current/most recent spouse: BURGE KRYSTAL KAY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1967

7. Daytime telephone number: [REDACTED] Email address: terrichavez@tacos.com

8. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400

9. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
10/1990	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) EVERETT LAWRENCE BURGE JR hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Everett Lawrence Burge, Jr Date: 9/25/2023

LC:
Amount:

23 NOV 8 11:11 AM 10:55

Rec'd 10/31/2023



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #: 264525
Date Accepted: 10-31-2023
CSR: SG

Type or Print with Black Ink

Fp current
07-29-2022

License Number: LL2313070004

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: PETERSON KARA ELISE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: B13726536 State Issued: ARIZONA

4. Place of birth: WHITTIER CA USA Height: 507 Weight: 130 Eyes: GRN Hair: BRO
City State COUNTRY

5. Name of current/most recent spouse: PETERSON MARK TODD Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1995

7. Daytime telephone number: 928-681-3344 (2224) Email address: terrichavez@tacos.com

8. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400

9. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
10/2021	CURRENT				
03/2013	10/2021				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) KARA ELISE PETERSON hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Kara E Peterson Date: 9/25/2023

LC:

Amount:

23 NOV 6 11:11 AM 1055

Rec'd 10/31/2023



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:	264525
Date Accepted:	10-31-2023
CSR:	SG

Type or Print with Black Ink

Fp current
09-22-2022

License Number: LL2313070004

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: BURGE KRYSTAL KAY Birth Date: [REDACTED]
Last First Middle (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: B12833051 State Issued: ARIZONA
4. Place of birth: HOLDREGE NEBRASKA USA Height: 504 Weight: 140 Eyes: GRN Hair: BRO
City State COUNTRY
5. Name of current/most recent spouse: BURGE JR EVERETT LAWRENCE Birth Date: [REDACTED]
Last First Middle NOT a public record
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1963
7. Daytime telephone number: 928-681-3344 (2224) Email address: terrichavez@tacos.com
8. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400
9. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE / OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
10/1990	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) KRYSTAL KAY BURGE hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Krystal K Burge Date: 9/25/2023

LC:

Amount:

23 NOV 6 144. LIT. AM 10:56

Rec'd 10/31/2023



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:

764525

Date Accepted:

10-31-2023

CSR:

SG

Type or Print with Black Ink

License Number: LL2313070003

Fp current
09-02-2022

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1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: PETERSON MARK TODD Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: D03616410 State Issued: ARIZONA

4. Place of birth: HOLDREGE NEBRASKA USA Height: 600 Weight: 185 Eyes: BLU Hair: BRO
City State COUNTRY

5. Name of current/most recent spouse: PETERSON KARA ELISE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1963

7. Daytime telephone number: 928-681-3344 (2224) Email address: terrichavez@tacos.com

8. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400

9. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE / OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
10/2021	CURRENT				
03/2013	10/2021				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) MARK TODD PETERSON hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Mark T Peterson Date: 9/25/2023

LC:

Amount:

*23 NOV 6 Lic. Lic. #1056

Rec'd 10/31/2023



PREMISES MANAGER QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY

Job #:	264525
Date Accepted:	10-31-2023
CSR:	SG

Type or Print with Black Ink

Fp current
03-10-2023

License Number: LL2313070004

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: SLEEPER NATHANIEL DAVID Birth Date: [REDACTED]
Last First Middle (NOT a public record)

2. Social Security #: [REDACTED] Driver's License #: D03600647 State Issued: ARIZONA

3. Place of birth: GRAND HAVEN MI USA Height: 511 Weight: 220 Eyes: BLU Hair: BRO
City State COUNTRY

4. Name of current/most recent spouse: STEPHENS PAMIELIA J Birth Date: [REDACTED]
Last First Middle (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 08/1963

6. Daytime telephone number: [REDACTED] Email address: natesleeper@pbepizzahut.com

7. Premises Name: PIZZA HUT #33658 Business Phone: 928 636 6400

8. Premises Address: 312 MARKETPLACE DR CHINO VALLEY ARIZONA YAVAPAI 86323
Street (do not use PO Box) City State County Zip

9. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2011	CURRENT	RESTAURANT MANAGER	PIZZA HUT PO BOX 4179 KINGMAN AZ 86402

10. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2021	CURRENT				
06/2020	07/2021				
06/2018	06/2020				
12/2016	06/2018				

11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
15. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
16. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☐

If you answered "YES" to any Question 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) NATHANIEL DAVID SLEEPER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Nate Sleeper Date: 9/25/2023

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: THERESA JUNE MORSE Signature: [Signature] Date: 10/31/23

Type of Application		Acceptable Protest
1	New License	May Protest Person and Location
2	Person Transfer	May Protest "ONLY" Person
3	Location Transfer	May Protest "ONLY" Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest



**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).