



TOWN COUNCIL NOTICE & AGENDA

**STUDY SESSION
TUESDAY, JULY 9, 2024
5:00 PM**

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

AGENDA

- 1. CALL TO ORDER; ROLL CALL**
- 2. Discussion on possible Code amendments regarding the use of metal storage containers on residential properties.**
- 3. ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, JULY 9, 2024
6:00 PM**

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 and update from Compass Training Center regarding proposed shooting range improvements.**
- 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 and 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 adopt Resolution No. 2024-1259, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2024/2025, pursuant to Section 48-616, Arizona Revised Statutes.
- b. Consideration and possible action to adopt Resolution No. 2024-1266, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2024/2025, pursuant to Section 48-574, Arizona Revised Statutes.
- c. Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Kroger Co. and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.
- d. Consideration and possible action to approve the Contract for Legal Services between the Town of Chino Valley and Prescott Law Group for prosecutorial services, effective July 9, 2024, for a period of two years, with an option to renew every two years.
- e. Consideration and possible action to appoint and re-appoint members to the Public Safety Retirement Board (PSRB).
- f. Consideration and possible action to appoint members to the Board of Adjustment.

- g. Consideration and possible action to approve the May 29, 2024, study session 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 Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

Recommended Action: Approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

7. ADJOURNMENT

Dated this 2nd day of July, 2024.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

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 COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 7/9/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1259, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2024/2025, pursuant to Section 48-616, Arizona Revised Statutes.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1258 adopting the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing was held on June 25, 2024. At a special meeting following the public hearing, Council approved Resolution No. 2024-1263, adopting the Final Budget for the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025.

Resolution No. 2024-1259 is now being presented to Council for approval to officially levy and assess the ad valorem tax on the properties in the district.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1259, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2024/2025.

FISCAL IMPACT?

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

ATTACHMENTS:

1.	RES 2024-1259 - CVSLID Tax Levy FY 2024-25
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RESOLUTION NO. 2024-1259

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED, AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES OF EXPENSES FOR FISCAL YEAR 2024/2025; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the "Town Council") to levy taxes upon all property in a municipal street lighting improvement district to pay said district's annual expenses; and

WHEREAS, in accordance with Ariz. Rev. Stat. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the "Lighting Districts"); and

WHEREAS, on June 11, 2024, the Town Council approved Resolution 2024-1258, adopting the statements and estimates of expenses for Fiscal Year 2024/2025 as the tentative budgets for the Lighting Districts; and

WHEREAS, Resolution 2024-1258 also directed the Town Clerk to (i) make the statements and estimates of expenses available for inspection, not later than seven days after the date of Resolution 2024-1258, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statements and estimates of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, the required posting occurred, and the required notice was given by the Town Clerk as required by law, and on June 25, 2024, the Town Council (i) held a public hearing on the final budgets and proposed tax levies as required by law and (ii) adopted Resolution 2024-1263, approving the final budgets for the Lighting Districts for Fiscal Year 2024/2025; and

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

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

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

SECTION 2. For each street lighting improvement district within the Town of Chino Valley listed on the statements and estimates of expenses, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of

each such street lighting improvement district is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation. The Town Council finds and determines that the amounts specified in the column labeled "2024/2025 Levy Request" on Exhibit A do not exceed \$1.20 per \$100 assessed valuation.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and the Arizona Department of Revenue before the third Monday in August 2024 (August 19, 2024).

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of July 2024.

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. 2024-1259 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 9, 2024, 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. 2024-1259

[Statements and Estimate of Expenses]

See the following page.

TOWN OF CHINO VALLEY, ARIZONA

Street Lighting Improvement Districts

Statements and Estimates of Expenses

Fiscal Year - 2024/2025

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2023/2024 Estimated Actual Expenses	2023/2024 Levy Request	2023/2024 Difference on Expenses vs. Levy	2024/2025 Projected Expenses	2024/2025 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,150	\$ 1,700	\$ (450)	\$ 2,200	\$ 2,200
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 1,050	\$ 1,100	\$ 50	\$ 1,050	\$ 1,050
Total			\$ 4,300	\$ 3,900		\$ 4,350	\$ 4,350



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 7/9/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1266, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2024/2025, pursuant to Section 48-574, Arizona Revised Statutes.

SUMMARY:

Following the June 11, 2024, approval of Resolution No. 2024-1264 adopting the Statements and Estimates of Expenses of the Town of Chino Valley Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, the statements were made publicly accessible on the Town's official website. Additionally, the statements were published twice in the Prescott Daily Courier to ensure transparency and provide ample opportunity for public review.

In compliance with statutory requirements, a public hearing was held on June 25, 2024. At a special meeting following the public hearing, Council approved Resolution No. 2024-1265, adopting the Final Budget for the Town of Chino Valley Del Sol Maintenance Improvement District for Fiscal Year 2024/2025.

Resolution No. 2024-1266 is now being presented to Council for approval to officially levy and assess the ad valorem tax on the properties in the district.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1266, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2024/2025.

FISCAL IMPACT?

Approval will create a levy to pay for maintenance within the district. The district is accounted for in a separate fund by the Town.

ATTACHMENTS:

1.	RES 2024-1266 - DSMID Tax Levy FY 2024-25
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RESOLUTION NO. 2024-1266

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED, AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY DEL SOL MAINTENANCE IMPROVEMENT DISTRICT IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENT AND ESTIMATE OF EXPENSES FOR FISCAL YEAR 2024/2025; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-574 require the Mayor and Council of the Town of Chino Valley (the "Town Council"), to levy taxes upon all property real and personal, in maintenance improvement districts to pay the annual expenses of such districts; and

WHEREAS, in accordance with Ariz. Rev. Stat. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the Town of Chino Valley Del Sol Maintenance Improvement District (the "District") for Fiscal Year 2024/2025; and

WHEREAS, on June 11, 2024, the Town Council approved Resolution 2024-1264, adopting the statement and estimate of expenses for Fiscal Year 2024/2025 as the tentative budgets for the District; and

WHEREAS, Resolution 2024-1264 also directed the Town Clerk to (i) make the statement and estimate of expenses available for inspection, not later than seven days after the date of Resolution 2024-1264, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement and estimate of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

WHEREAS, the required posting occurred, and the required notice was given by the Town Clerk as required by law, and on June 25, 2024, the Town Council (i) held a public hearing on the final budgets and proposed tax levies as required by law and (ii) adopted Resolution 2024-1265, approving the final budget for the Maintenance Improvement District for Fiscal Year 2024/2025; and

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

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

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

SECTION 2. For the maintenance improvement district within the Town of Chino Valley listed on the statement and estimate of expenses attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the adjusted annual expenses is

hereby levied on all property, both real and personal, within the boundaries of said district, except such property which is, by law, exempt from taxation.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and the Arizona Department of Revenue before the third Monday in August 2024 (August 19, 2024).

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of July 2024.

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. 2024-1266 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 9, 2024, 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. 2024-1266

[Statement and Estimate of Expenses]

See the following page.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Maintenance Improvement Districts

Statement and Estimate of Expenses

Fiscal Year - 2024/2025

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2023/2024 Estimated Actual Expenses	2023/2024 Levy Request	2023/2024 Difference on Expenses vs. Levy	2024/2025 Projected Expenses	2024/2025 Levy Request
28290	MID- 2022- 001	Chino Valley, Arizona, Del Sol Maintenance Improvement District	\$ -	\$ -	\$ -	\$ 2,600	\$ 200*
Total			\$ -	\$ -		\$ 2,600	\$ 200*

*Due to the district being newly established, only one property would absorb the burden of the entire district. For equity purposes, the levy request has been reduced for the 2024 taxes. In 2025, it is expected that most of the other homes will be on the tax rolls and included in the assessed valuation for the district.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 7/9/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Kroger Co. and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

SUMMARY:

There is a new proposed national opioids settlement with Kroger Co., including its subsidiaries. In 2020, the Town signed on to the "One Arizona" opioid settlement agreement, which included the Town in settlements with Janssen (Johnson & Johnson), McKesson, Cardinal Health, and AmerisourceBergen, and signed up to participate in additional settlements in 2023 with Teva, Allergan, CVS, Walmart, and Walgreens.

As with the others, the Town must opt into this settlement before it can receive any proceeds. The attached Subdivision Participation and Release Form is due by August 12, 2024. However, the State of Arizona has set a targeted completion date for July 31, 2024, to allow for any necessary follow-up. This form must be approved by the Council before execution. By executing the form, the Town will forever waive any and all claims against Kroger Co. related to its role in the opioid epidemic. In exchange, the Town will receive a share of settlement payments calculated under the One Arizona Agreement.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Town of Chino Valley's participation in the national opioids settlement with Kroger Co. and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

FISCAL IMPACT?

The Town will potentially receive a share of the settlement to allocate towards programs that remediate the opioid crisis.

ATTACHMENTS:

1.	national opioid settlement notice settlement overview
2.	Chino Valley town AZ CL 789425 547640 State Cover Letter - Arizona
3.	Chino Valley town AZ CL 789425 547682 Settlement Participation Form Kroger

National Opioid Settlement: Kroger Co.

Chino Valley town, AZ

Rubris Reference Number: CL-789425

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Chino Valley town, AZ
Reference Number: CL-789425

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024
(Arizona Sign On Target Date July 31, 2024)

A new proposed national opioids settlement ("New National Opioids Settlement") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Arizona is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility. Arizona is setting a target completion date of July 31, 2024 in order to reserve sufficient time to follow up to ensure 100% participation.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, the [One Arizona Distribution of Opioid Settlement Funds Agreement](#)

will govern how the settlement funds will be distributed within Arizona based on the previously negotiated allocation schedules. As with previous opioid settlements, the 15 Regions will receive payments and distribute shares to the county, cities and towns within their Regions.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states, including Arizona, are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024. Arizona is targeting for sign on by July 31, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon of the Arizona Attorney General's Office at jane.fallon@azag.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Chino Valley town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 7/9/2024
CONTACT PERSON: Laura Kyriakakis, Human Resources Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Contract for Legal Services between the Town of Chino Valley and Prescott Law Group for prosecutorial services, effective July 9, 2024, for a period of two years, with an option to renew every two years.

SUMMARY:

The Town has received prosecutorial services through Lexington Law Firm since July 20, 2016. We received notice in late May 2024 of their intent to terminate their current agreement with the Town. Andy Jolley, the last prosecutor to provide services, through Lexington Law Firm has since offered to continue offering the same services through Prescott Law Group. His services have been well-received by the Courts, the Chino Valley Police Department, and Town Prosecutor's office, and he is already very familiar with the Town's processes, which will make for a smoother transition.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Contract for Legal Services between the Town of Chino Valley and Prescott Law Group for prosecutorial services, for a period of two years, with an option to renew every two years in the amount of \$50,000 in year one and \$80,000 in year two.

FISCAL IMPACT?

Available budget: General Fund - Prosecutorial Professional Services	\$50,000
Less this approval item: Contract for Legal Services with Prescott Law Group (Year One)*	<u>-50,000</u>
Remaining budget: General Fund - Prosecutorial Professional Services	\$0

*For FY 2024-25 (Year One) the agreement will be for \$50,000. In FY 2025-26 (Year Two) the agreement will be for \$80,000. The total contract being awarded is \$130,000.

ATTACHMENTS:

1.	AGR - Town Prosecutor Legal Services - Prescott Law Group (004)(6.11.24)(6204231.4)
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**CONTRACT FOR LEGAL SERVICES
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PRESCOTT LAW GROUP**

THIS CONTRACT FOR LEGAL SERVICES (this "Contract") is made and entered into as of July 1, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Prescott Law Group, P.L.C., an Arizona professional limited liability company, (the "Law Firm").

RECITALS

A. The Town has determined it to be in its best interest to contract with one or more attorneys not in its employ who, by experience and training, are qualified to assist the Town in connection with the prosecution of civil and criminal cases in the Chino Valley Magistrate Court (the "Court").

B. The Town has satisfied itself as to the qualifications of the Law Firm to provide such assistance.

CONTRACT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Town and the Law Firm hereby agree as follows:

1. Scope of Service and Representation.

1.1 Scope of Service. The Law Firm agrees to serve as the Town of Chino Valley Town Prosecutor and represent the Town in prosecuting civil and criminal violations cited to the Court on an as-needed basis, and as more particularly set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference (the "Services"). The Law Firm shall (A) provide the Services required by this Contract, (B) perform such Services in accordance with the laws of the State of Arizona and the Rules of Professional Conduct, (C) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (D) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Law Firm.

1.2 Consultant Personnel.

A. The Law Firm shall provide experienced personnel capable of and devoted to the successful performance of the Services under this Contract. The Law Firm agrees to assign specific individuals to key positions. Specifically, J. Andrew Jolley will act as Town Prosecutor and have primary responsibility for providing the Services. The Law Firm agrees that, upon commencement of the Services to be performed under this Contract, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, the Law Firm shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

B. The Law Firm shall provide substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. In general, substitute counsel shall be used only when the Law Firm cannot serve as Town Prosecutor because of illness, vacation, prior legal commitment in another court, or conflict of interest. The Law Firm shall provide the Town Clerk with the name(s), address(es), phone number(s), email address(es), and professional resumes of substitute counsel who will be responsible for providing Town Prosecutor services in the Law Firm's absence.

2. Advice and Status Reporting. The Law Firm shall provide the Town with timely advice of all significant developments arising during the performance of services hereunder, orally or in writing, as the Law Firm considers appropriate. Upon request of the Town Manager, the Law Firm shall provide copies of all pleadings and other documents prepared by the Law Firm.

3. Term and Termination.

3.1 Initial Term. This Contract shall be effective from July 1, 2024, until June 30, 2026 (the "Initial Term"), unless sooner terminated as set forth below.

3.2 Renewal Terms. After the Initial Term, this Contract will automatically renew for successive two-year terms (each a "Renewal Term," and together with the Initial Term, the "Term").

3.3 Non-Default. By consenting to a Renewal Term in any manner, the Law Firm shall be deemed to affirmatively assert that the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Contract, and any and all Law Firm claims, known and unknown, relating to this Contract and existing on or before the commencement date of the Renewal Term, are forever waived.

3.4 Non-Renewal. Either party may opt not to renew this Contract upon providing written notice thereof to the other party; the Town shall provide such notice at least 30 days before the end of the then-current Term, and the Law Firm shall provide such notice at least 60 days before the end of the then-current Term.

3.5 Termination. Either party may terminate this Contract, with or without cause, upon providing written notice thereof to the other party; the Town shall provide at least 30 days' notice thereof, and the Law Firm shall provide at least 60 days' notice thereof.

4. Compensation. For Services rendered under this Contract, the Town agrees to pay the Law Firm the following annual amounts split into twelve monthly payments each year: \$50,000 during the first year of the Initial Term and \$80,000 each year thereafter. Each monthly payment should be payable by the Town on or before the 15th day of each month. If a notice of termination has been given pursuant to Section 3, the monthly amount payable shall be prorated according to the actual number of days during which the Law Firm will be providing services.

5. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight

delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cindy Blackmore, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
1 East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Law Firm: Prescott Law Group, P.L.C.
116 N. Summit Avenue
Prescott, AZ 86301
Attn: _____

Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. Conflict Issues. The Law Firm warrants and covenants that the Law Firm presently has no interest in, nor shall have any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Contract a violation of any applicable state, local, or federal law. In the event any conflict of interest should arise, the Law Firm shall promptly notify the Town of the existence of such conflict of interest so the Town may determine whether to terminate this Contract. Conflict issues arising are governed by the Arizona Rules of Professional Conduct. The Law Firm should also refer to the Arizona Legal Ethics Handbook published by the State Bar of Arizona. Otherwise, the Law Firm shall be free to dispose of such portion of its entire time, energy, and skill as are not required to be devoted to the Town in such manner as it sees fit and to such persons, firms, or corporations as it deems advisable so long as no conflict of interest exists.

7. Maintenance of Records. In compliance with Town procedure, all work performed in connection with this Contract shall be subject to audit. The Law Firm shall maintain all books, documents, papers, and accounting records pertaining to this Contract and not related to particular prosecution case files and shall make such materials available at their offices at all reasonable times during the Contract period and for at least three years from the date of final payment for inspection by the Town or any authorized representatives of the Town, and copies thereof shall be furnished, if requested, at Town's expense. The Town shall store and maintain all closed files. The destruction of such files shall be in accordance with applicable law and Arizona Attorney General Opinion 98-07.

8. Indemnification. To the fullest extent permitted by law, the Law Firm shall defend, indemnify, and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees for, from, and against all claims, damages, losses, and expenses relating to, arising out of, or resulting from the Law Firm's wrongful acts, errors, mistakes, or omissions relating to the Law Firm's services in the performance of this Contract. The Law Firm's duty to defend, hold harmless, and indemnify the Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) caused by the Law Firm's wrongful acts, errors, mistakes or omissions, work, or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will, in no way, be construed as limiting the scope of the indemnity of this paragraph.

9. Professional Liability Insurance. Without limiting any obligations or liabilities of the Law Firm, the Law Firm shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Contract at the Town's option. Prior to commencing work under this Contract, the Law Firm shall furnish the Town with Certificate(s) of Insurance, or formal endorsements issued by the Law Firm's insurer(s), as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Such Certificate(s) shall identify this Contract number and shall provide for not less than 30 days' advance Notice of Cancellation, Termination, or Material Alteration. The Law Firm shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Law Firm, anyone employed by the Law Firm, or anyone for whose negligent acts, mistakes, errors, and omissions the Law Firm is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the services, and the Law Firm shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

10. Independent Contractor. The Law Firm acknowledges and agrees that the services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (IRS) using Form 1099. Withholding of income tax is not deducted from contractual payments. The Law Firm and its employees are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Law Firm or its employees. The Law Firm is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Law Firm do not intend to, nor will they combine business operations under this Contract.

11. Non-Assignment. Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the Town.

12. Choice of Law; Venue. This Contract shall be governed by the laws of the State of Arizona, and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

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

14. Amendments. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

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

16. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

17. E-Verify requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Law Firm warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The Law Firm's breach of the above-mentioned warranty shall be deemed a material breach of this Contract, and the Town may terminate this Contract. The Town retains the legal right to inspect the papers of the Law Firm who works on this Contract to ensure that the Law Firm is complying with the above-mentioned warranty.

18. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Contract, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

19. Licensing. The Law Firm warrants that any person providing Services under this Contract is licensed to practice law in the State of Arizona, with membership in good standing with the State Bar of Arizona, and, upon request, will provide proof thereof to the Town.

20. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Law Firm warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Contract, 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.

21. Confidentiality and Data Security. All data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Law Firm in connection with this Contract is confidential proprietary information owned by the Town. Except as specifically provided in this Contract, the Law Firm shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the Town Attorney. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Law Firm must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, cloud or other off-site storage, or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by the Law Firm in connection with this Contract is believed to have been compromised, the Law Firm shall notify the Town immediately. The Law Firm agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. The Law Firm agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered by the Law Firm regarding this Contract. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice. The obligations of the Law Firm under this Section shall survive the termination of this Contract.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"Town"

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVE AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Law Firm"

PRESCOTT LAW GROUP, P.L.C., an Arizona
professional limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
CONTRACT FOR LEGAL SERVICES
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PRESCOTT LAW GROUP

[Scope of Work]

While serving as the Town of Chino Valley Town Prosecutor and representing the Town in prosecuting criminal and civil violations cited to the Chino Valley Magistrate Court, the Law Firm will:

1. Faithfully represent the interests of the Town of Chino Valley in carrying out its duties as Town Prosecutor and render, in accordance with applicable professional standards, the services, legal representation, and advice described herein.
2. Review case files, conduct legal research, answer questions, handle appeals, and draft and prepare legal pleadings, plea agreements, legal opinions, and other legal documents.
3. Gather and analyze evidence, and review pertinent decisions, policies, regulations, and other legal matters pertaining to each case.
4. Prepare for and appear at all court proceedings pertaining to cases cited to the Court, including, but not limited to, arraignments, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, orders to show cause, appeal proceedings and special actions, and appeals to higher courts.
5. Make recommendations for conditions of release and sentencing.
6. Prepare any necessary correspondence related to each case.
7. Advise the Town Police Department on gathering and presentation of evidence, filing of charges, and other legal matters related to cases; interview police officers, inspectors, or others presenting evidence for the Town.
8. Provide statistical data concerning the disposition of cases.
9. Ensure that the Law Firm's private practice caseload does not reach such a level that it jeopardizes the Law Firm's ability to complete a case in Court.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5e
MEETING DATE: 7/9/2024
CONTACT PERSON: Laura Kyriakakis, Human Resources Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to appoint and re-appoint members to the Public Safety Retirement Board (PSRB).

SUMMARY:

Consideration and possible action to approve two re-appointments and one new appointment to the Public Safety Retirement Board (PSRB). The PSRB is made up of the Mayor, two members elected from the Association, and two members from the public. Mayor Jack Miller and Dean Keller have both submitted their application for re-appointment to the Board. Amy Chamberlin's term expired on June 30, 2024 and Bill Burns was elected, by the Association, to serve on the Board for a term beginning July 1, 2024.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Re-appoint Mayor Jack Miller and Dean Keller, and appoint Bill Burns to the Public Safety Retirement Board.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	PSRB Public Body Applications
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CHINO VALLEY

A R I Z O N A

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**

(Council, Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

- | | |
|---|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☒ Other | |

PSPRS Board

NAME Jack Miller

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS [REDACTED]

PHONE #s [REDACTED]

EMAIL [REDACTED]

List any new experience, skills, and qualities you would bring to this position

No new other what I have learned in the position

[Signature]
SIGNATURE

5/2/2024

DATE

*Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net*

Office Use Only:

Appointment Date:

Term Start:

Resignation/Term End:

Received

MAY 01 2024



CHINO VALLEY
ARIZONA

Clerk's Office
By: *[Signature]*

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**
(Council, Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

- | | |
|---|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☒ Other | |
- Public Safety Retirement Board

NAME Dean Keller

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS [REDACTED]

PHONE #s [REDACTED]

EMAIL [REDACTED]

List any **new** experience, skills, and qualities you would bring to this position

I am a retired Phoenix Police Detective with 29 years of experience.

[Signature]

SIGNATURE

05/01/2024

DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net**

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
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CHINO VALLEY

A R I Z O N A

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|---|--|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☐ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's
Advisory Committee |

☒ Other Public Safety Retirement Board

NAME BILL K BURNS

RESIDENCE ADDRESS 1735 ALDRICH DRIVE SOUTH PRESCOTT, AZ 86305

MAILING ADDRESS _____

PHONE #s 928 499 2946

EMAIL B.BURNS@CHINOAZ.NET

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☐ YES ☒ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

0 YEARS

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?

☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☐ YES ☒ NO

If Yes, what is the employee's name?

**Please respond to the questions below.
Attach a separate sheet if necessary.**

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

N/A

Why would you like to be appointed to this position?

I WOULD LIKE TO BECOME MORE INVOLVED

What do you believe is the key responsibility of this position?

HEAR CASES REGARDING PUBLIC SAFETY RETIREMENT

What experience, skills, and qualities would you bring to this position?

POLICE OFFICER FOR 26 YEARS

Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).

BILL K BURNS
Digitally signed by BILL K BURNS
Date: 2024.06.06 15:18:59 -07'00'
SIGNATURE

06.06.2024
DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
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***Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net***



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5f
MEETING DATE: 7/9/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to appoint members to the Board of Adjustment.

SUMMARY:

The Appointments Subcommittee met on Wednesday, June 26, 2024, to review applications and forward recommendations to the Town Council to fill vacancies on the Board of Adjustment. Staff received four applications, three of which were re-appointment applications from current members, and one new application. Based on the review of the filed applications, the Appointments Subcommittee recommends the following appointments:

- Sandra Tuttobene, 3-year term
- Beverly Duffy, 3-year term
- Gary Warren, 3-year term
- Julie Northington, Alternate, 1-year term

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Appoint Sandra Tuttobene, Beverly Duffy, Gary Warren, and Julie Northington to the Board of Adjustment as recommended by the Appointments Subcommittee.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	S Tuttobene redacted
2.	B Duffy redacted
3.	G Warren redacted
4.	J Northington redacted



CHINO VALLEY

Received

JUN 10 2024

Clerk's Office

By: JSB 10:43a

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646

clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**

(Council, Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐ Town Council

☐ Parks & Recreation Advisory Board

☐ Planning & Zoning Commission

☒ Board of Adjustment

☐ Building Advisory Board

Capital Improvement Program Citizen's
Advisory Committee

☐ Other

NAME

Sandra A. Tuttoebene

RESIDENCE ADDRESS

[REDACTED]

C.V. 86323

MAILING ADDRESS

[REDACTED]

C.V. 86323

PHONE #s

[REDACTED]

EMAIL

[REDACTED]

List any **new** experience, skills, and qualities you would bring to this position

I recently became a member of the
Zoning Code Advisory Committee.
In this role I'm acquiring a
firmer knowledge base of the UDC and
General Plan.

SIGNATURE

Sandra A. Tuttoebene

DATE

June 10, 2024

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
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Sara Burchill

Received

From: noreply@civicplus.com
Sent: Friday, May 31, 2024 9:43 AM
To: Clerks
Subject: Online Form Submittal: Application for Public Body Re-Appointment

JUN 10 2024

Clerk's Office
By: *[Signature]* 10:46a.m

Application for Public Body Re-Appointment

Public Body Applying For Board of Adjustment

Other Public Body Applying For (not in drop down list) *Field not completed.*

First Name Beverly

Last Name Duffy

Residence Address

Mailing Address

Phone Number(s)

Email Address

Are you related to any Town employee No

If yes, what is the employee's name? *Field not completed.*

List any NEW experience, skills, and qualities you would bring to this position. Familiar with updated general plan

Date Application Submitted 6/1/2024 9:45 AM

Email not displaying correctly? [View it in your browser.](#)

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!

Received

JUN 12 2024

Clerk's Office
By: Feb 5:38 p.m.



CHINO VALLEY
ARIZONA

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
APPOINTMENT**

(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR:

- | | |
|---|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☒ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other _____ | |

NAME Gary Warren

RESIDENCE ADDRESS _____ Chino Valley, Arizona 86323

MAILING ADDRESS same

PHONE #s _____

EMAIL _____

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

42 years

ARE YOU A QUALIFIED ELECTOR
(qualified to vote even if not registered)?

☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☐ YES ☒ NO

If Yes, what is the employee's name? _____

*Please respond to the questions below.
Attach a separate sheet if necessary.*

Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

Board of Adjustments Town of Chino Valley

Board of Directors Chino Valley Fire Department

Why would you like to be appointed to this position?

To continue to participate in Chino Valley matters.

What do you believe is the key responsibility of this position?

To be fair to the public.

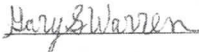
What experience, skills, and qualities would you bring to this position?

Board of Adjustments previously, member of several board of directors: 4-H Expo,

Chino Valley Area Chamber of Commerce, Chino Valley Cub Scout, Chino Valley Fire, Yavapai County,

Chino Valley Police Department, Arizona Department of Public Safety Highway Patrol. Experience in the co

Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).



SIGNATURE

June 12, 2024

DATE

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
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*Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net*

Rev. 03-2024; seb

Received

MAY 20 2024

Clerk's Office
By: JEH 8:27 a.m.



CHINO VALLEY
A R I Z O N A

Town Clerk

202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-2646
clerks@chinoaz.net; www.chinoaz.net

**APPLICATION FOR PUBLIC BODY
RE-APPOINTMENT**
(Council, Commissions, Boards, Committees)

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

- | | |
|---|---|
| ☐ Town Council | ☐ Parks & Recreation Advisory Board |
| ☐ Planning & Zoning Commission | ☒ Board of Adjustment |
| ☐ Building Advisory Board | ☐ Capital Improvement Program Citizen's Advisory Committee |
| ☐ Other | |

NAME

Julie Northington

RESIDENCE ADDRESS

[REDACTED], Chino Valley, AZ 86323

MAILING ADDRESS

Same

PHONE #s

[REDACTED]

EMAIL

[REDACTED]

List any **new** experience, skills, and qualities you would bring to this position

Julie Northington
SIGNATURE

5-17-24
DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or
email scanned application to clerks@chinoaz.net

Office Use Only:

Appointment Date:	Term Start:	Resignation/Term End:
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TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5g
MEETING DATE: 7/9/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the May 29, 2024, study session minutes.

STAFF RECOMMENDATION:

Approve the May 29, 2024, study session minutes.

ATTACHMENTS:

1.	2024 05 29 CC SS MND
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**MINUTES OF THE STUDY SESSION OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

WEDNESDAY, MAY 29, 2024

12:00 PM

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

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 12:00 p.m.

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

Absent: Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Deputy Police Chief Josh McIntire; Lieutenant Randy Chapman; Lieutenant Amy Chamberlain; Human Resources Director Laura Kyriakakis; Community Services Director Cyndi Thomas; IT Manager Spencer Guest; Town Clerk Erin N. Deskins

2. Presentation and discussion regarding the preliminary budget for Fiscal Year 2024/2025.

Katie Pehl, Finance Director, presented the following:

- The budget was designed around Council's vision, mission, and strategic priorities.
- Gave an overview of projects within Council priorities.
 - Priorities included:
 - Effective Government
 - Add 5.5 full time employees
 - Cost of living and merit raises
 - Increased police training
 - Increased police safety gear
 - Increase education and tuition reimbursement
 - Quality of Life
 - Rewriting the zoning code
 - Construction of new pickleball courts (if funding can be obtained via grants or contributions)
 - Increase funding for Yavapai Family Advocacy Center
 - Water and Land Stewardship
 - Wastewater treatment plant improvements
 - PFAS remediation
 - Land purchase at Del Rio Springs
 - Water system improvements
 - Investments in Peavine Trail.

- Quality Infrastructure
 - Utility extensions
 - North Reed Road reconstruction
 - Outer Loop Road preservation
 - Asphalt patching equipment
 - Street sweeping
 - Infrastructure management system
 - Financial Stability
 - Maintaining positive fund balances in excess of requirements
 - Explore untapped revenue sources
 - Continued economic development outreach
- Gave an overview of future investments related to the General Plan Implementation including:
 - Zoning code rewrite
 - Design concept plans for horizontal multi-use (HMU) centers
 - Parks, recreation, trails, and open space master plan
 - Recharge assessment for Del Rio – Upper Verde River
 - Area plan for Old Home Manor (OHM)
 - Water valuation assessment
 - Stormwater master plan
- Gave an overview of Town-wide revenues
 - Revenues were slightly above what they were the previous year, mostly due to a WIFA loan for the wastewater treatment expansion. However, there was a slight decrease in tax revenue due to the loss of residential rental tax and a projected decrease in construction TPT. Staff was budgeting conservatively.
 - Staff was looking at various options to increase revenues.
- Gave an overview of Town expenditures.
- Gave an overview of the various fund balances.
- Gave an overview of debt obligations.
- Gave an overview of department budget requests which included:
 - New employee positions
 - Increased software licensing
 - Sick time payout policy change
 - Yavapai County GIS intergovernmental agreement (IGA)
 - Insurance premium increases
 - Office furniture
 - Increased operating costs due to inflation
 - And more
- Gave an overview of the Town's PSPRS Unfunded Liability
 - The Town had put in \$1 million this year, but staff was unsure how that would impact the actual number as the fund was a year behind with the numbers.
 - Although the Town paid towards the unfunded liability every year, the Town's liability would continue to increase on certain years due to the number of active, inactive, and retired members. Currently the number of people relying on the pension benefits was higher than the amount of people paying into them.
- Discussed the Capital Improvement Projects Citizen's Advisory Committee's recommendation for year one of the current five-year plan which included:
 - Land purchase at Del Rio Springs.

- Pickleball courts if matched to a grant or contribution funding source.
- Further discussed projects planned over the next five years including:
 - Streets
 - Water
 - Wastewater
 - Pool Deck Resurfacing
- Reviewed next steps for the budget process including:
 - Tentative budget adoption
 - Publishing notice of public hearings and budget schedules
 - Adoption of the final budget

Council and staff discussed the following:

- Council was unclear about the status of a vector truck for Public Works.
 - Staff stated that it was included in the budget, but only if there was a separate revenue source found for that item.
 - Staff knew that getting a vector truck would only be possible through a different funding source such as a grant or WIFA loan.
- Council expressed concern for the wastewater plant and being at capacity and what would happen during monsoon season if stormwater came into and affected the plant.
 - Staff stated that average flow rates were about 65% and treatment averages were at 80 - 90%. The planned improvements would equalize the numbers.
 - Staff felt they were on the right track with the plant improvements.
 - Staff stated the infiltration and inflow study did not show much of a major effect during storm events.
- Council asked for clarification on the timeline of the EQ basin expansion.
 - Staff stated that the expansion of the plant was delayed, but the EQ basins were moving forward.
- Council also asked for clarification on the price of the EQ basin expansion.
 - Staff stated the \$5 million price tag was a place holder until they could get a more definite number after design. \$2.8 million was for the EQ basins, but there had been Council discussion about including technology upgrades and improvements to other systems.
 - Council inquired if there had recently been upgrades to pneumatic systems.
 - Staff stated there was some maintenance done to replace leaking cast iron lines with stainless steel lines.
- Council inquired how many staff members were planned to move into the old police station.
 - Staff stated six or eight staff members. They were hoping to have a number on the remodel tomorrow.
- Council inquired about the HMU zoning code rewrite.
 - Staff stated it was a complete rewrite of the zoning code and would remove Public Works decisions from the Development Services Department, which was not appropriate.
 - Council inquired if this was something they really needed to move forward with.
 - Staff stated this was for conceptual design standards, as required by the General Plan, and each one would have a theme.
 - Council inquired if OHM would be included.
 - Staff stated that OHM was a much larger area and was being held

separately as the focus would not be the same as the other HMUs along Highway 89.

- Council asked for clarification on a \$3.8 million transfer.
 - Staff stated the largest part of those transfers was the Town's debt service (about \$1.3 million). There were also transfers from water to the water CIP to fund Congressionally Directed Spending (CDS) matches. There were also transfers from water and wastewater to the General Fund. Nothing was coming out of reserves.
- Council inquired what the Town's reserve balance would be.
 - Staff stated the required reserves were \$4.4 million for the general fund and staff was planning to bring that to \$5.1 million.
 - One councilmember felt it was important to increase the reserves for possible future expenditures especially related to water. There was emphasis added regarding the Town's current debt ratio being about 50% of the yearly revenue and getting those debts paid down.
- Council inquired about personnel changes for Finance.
 - Staff stated that it was a small department and there was a lot of turnover (three new employees) in the last year which led to those personnel increases due to changes in health insurance coverage elections.
- Council asked for clarification on the additional \$10,000 for senior meals and if the Town couldn't utilize the schools which would be empty during the summer.
 - Staff stated that would be ideal, but the schools would only be available for a six-week timeframe during any given summer and only had two cooking kitchens, both of which were unavailable this summer. Staff was also planning up to four months for the senior center kitchen remodel. Because of this, staff would be limited in what they could serve and would have to rely on pre-packaged meals.
 - One councilmember felt that four months for a kitchen remodel was an inordinate amount of time.
- Council clarified that the Peavine trail improvements was related to the north end.
 - Staff stated that was correct and would be from Road 4 North to the State Park and then to Sullivan Lake.
- Council asked for clarification on the GIS IGA and what it would be for.
 - Staff stated that a more generalized GIS program would be utilized by Development Services to help build base layers as the Town did not have any. The Utility side would be more for specific utility work requiring more specialized GIS data.
 - Council inquired if there would be room to expand on that system should the need arise.
 - Staff stated they thought the base would be there for that.
 - Council inquired if the \$25,000 would go to the County.
 - Staff stated the IGA with the County would be \$20,000. There were additional components for water and wastewater which would be \$25,000 each.
- Council inquired about additional revenue sources, specifically impact fees as they were told previously that they were impractical for the Town.
 - Staff stated they felt any avenue should be explored. Staff had not looked at them for Chino Valley yet, and it may not be feasible, but they would look into it. It had to be balanced with not discouraging housing in the area, but

- making sure there were enough revenues coming in for additional population.
- Council inquired how long it would take to implement impact fees.
 - Staff stated it would take about a year as a study would be required as well as public hearings.
 - Council asked about some of the requirements for impact fees.
 - Staff stated they had to be used within 10 years of collection, it had to be demonstrated, and it could not go to existing infrastructure, rather the parts attributed to the growth.
 - Council stated that an additional two officers would make a total of seven in the last three years and the population had not grown that substantially. Council had been assured that the addition of the last three officers would allow the officers to go to four 10-hour days and there would be a buffer built in. Council asked for clarification on the need for two additional officers as that would put the Town at 2.8 officers per 1,000 residents, making it one of the highest in the country.
 - Staff stated that there were currently two officers in background checks which would put the department at their allocated staffing. Over the past year six officers had been out for long periods of time due to injury. The department had to staff the high school with a school resource officer, one was assigned to the gang task force, and there was a vacancy for a canine officer. Changes were made to try to get to the four 10-hour shifts, but there was still a lot of lag time getting all the necessary officers on the street.
 - One councilmember stated that each added employee was a permanent loss of revenue. Council questioned if over-hire authority would be a more appropriate way to address the issue.
 - Staff stated the additional positions requested this year was to cover people that were out. Staff also cited Council's goal of safety, land size, serving the outlying community, and the transient population (especially with the addition of a state park) as reasons for the increase.
 - Council inquired why the Town wanted to purchase land at Del Rio Springs.
 - Staff stated it was a placeholder for consideration at a later date. The piece of land could not be purchased in the original land purchase with Trust for Public Land.
 - Council inquired if purchasing the land and having the liability of the buildings on it were good for the Town.
 - Staff stated it would have to be analyzed.
 - Council stated that it would likely cost more than the land to deal with the buildings.
 - Staff had included funds for a study to look at what the costs would be to fix the buildings so that Council would have all the information to make that decision.
 - One councilmember felt the Town should purchase the land for additional future revenue and to avoid any other municipalities purchasing the land.
 - Council asked for clarification about the \$15 million for a new Town Hall in Fiscal Year 28/29.
 - Staff stated that was merely a placeholder. The only items Council would be approving with this budget was Fiscal Year 24/25.
 - Council inquired if there was currently anyone wanting to contribute to pickleball courts.
 - Staff stated there wasn't anything yet, but there was an association that was attempting to get funding.

- Council inquired if \$29,500 was enough to purchase new vests for the police department.
 - Staff stated it was for uniforms and vests and would fulfill the department's request.
- Council inquired about the furniture to move Public Works and Human Resources to the old police station.
 - Staff stated it would be \$60,000 for Public Works and \$15,000 for Human Resources.
 - Council felt that was a lot of money.
 - Council inquired why Human Resources furniture was categorized as “Operating Expenses” when Public Works had it categorized as “Capital.”
 - Staff stated anything exceeding \$50,000 was categorized as “Capital.”
- Council inquired if the Town was starting with staff and volunteers for the zoning code rewrite and asked what the \$250,000 was for.
 - Staff stated they had gone through the process before and it was a long, timely process and consultants were necessary to help them weed through the code and match pieces together and pull out what was no longer necessary or relevant.
- Council inquired if an Assistant Town Manager had been budgeted for.
 - Staff stated that it was already in the budget.
 - Council stated that it was budgeted for the prior year, but not the coming year. Council inquired if a position was being eliminated.
 - Staff stated that no positions were being eliminated. An Assistant Town Manager would have a dual role and changes within the Town Manager’s department allowed there to already be an excess in the personnel budget that could compensate for the additional amount.
- Council was under the impression that the Town was already making a Storm Water Master Plan and asked for clarification.
 - Staff stated that the Integrated Water Master Plan (IWMP) was currently being developed. The Storm Water Master Plan would be a separate plan. Staff stated there was a Storm Water Master Plan component to the IWMP, but it would be more of best practices, whereas this would be more concrete plans for trying to capture storm water and get it to infiltrate into the ground.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to move into Executive Session.

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

NAY: None

6 - 0 Passed – Unanimously

3. ADJOURNMENT

Mayor Miller adjourned the study session at 1:26 p.m.



TOWN COUNCIL NOTICE & AGENDA

EXECUTIVE SESSION
WEDNESDAY, MAY 29, 2024
12:00 PM

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

AGENDA

1. CALL TO ORDER; ROLL CALL
2. *An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, resignation, or salary of Cindy Blackmore, Town Manager.*
3. ADJOURNMENT

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 _____, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 7/9/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

SUMMARY:

Per Council direction, staff is proposing the attached changes to Chapter 51 of the Town Code. The changes will eliminate any distance restriction for subdivisions, multifamily, and non-residential properties. If these changes are approved, new subdivisions of any size or type will be required to connect to municipal water and/or sewer. If sewer connection is not possible, there remains an option to create a satellite service area with a temporary package plant until such time as sewer extensions can be made. This should only be considered in extraordinary circumstances and will be subject to the approval of the Public Works Director and Town Engineer.

In addition, the distance limitation for connection requirements for new or existing multifamily or non-residential properties has also been modified and options for Council consideration are included in the attachments. Water and sewer connections remain optional for existing single family residential properties and mandatory for new single family residential properties if utilities are located in the right-of-way adjacent to the property.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	ORD - 2024-940 - Code Ch. 51 Amendments - Utility Connections
2.	CODE - 2024 Amendments to Ch. 51 - Utility Connections (Legislative Format)
3.	CODE - 2024 Amendments to Ch. 51 - Utility Connections (Clean Format)

ORDINANCE NO. 2024-940

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT TITLED “JULY 2024 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 51 REGARDING UTILITY CONNECTIONS” AS A PUBLIC RECORD; ADOPTING THE “JULY 2024 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 51 REGARDING UTILITY CONNECTIONS” BY REFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley desire to update the Town’s water and sewer connections standards and requirements for the benefit of the Town.

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

Section 1. The above recital is hereby incorporated as if fully set forth herein.

Section 2. That certain document titled “July 2024 Amendments to Chino Valley Town Code Chapter 51 Regarding Utility Connections” (the “2024 Utility Connections Amendments”), of which one paper copy and one electronic copy are maintained, in compliance with ARIZ. REV. STAT. § 44-7041, on file in the office of the Town Clerk as required by ARIZ. REV. STAT. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

Section 3. The Chino Valley Town Code is hereby amended by amending Chapter 51 (Water and Sewers) as set forth in the 2024 Utility Connections Amendments, which document is hereby adopted by reference and incorporated herein as if fully set forth in this Ordinance.

Section 4. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or with any part of the 2024 Utility Connections Amendments adopted herein are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the 2024 Utility Connections Amendments adopted herein 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 6. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

Section 7. Except as otherwise provided, any person found responsible for violating any provisions of this Ordinance shall be guilty of a civil violation, punishable by imposition of a civil sanction not to exceed \$500.00. Each day a violation continues shall be considered a separate violation. A person who commits a violation of this Ordinance after previously having been found responsible for committing two or more civil violations of this Ordinance within a 24-month period, whether by admission, by payment of the sanction, by default, or by judgment after hearing, shall be guilty of a class one misdemeanor. The following specific penalties are set forth in the 2024 Utility Connections Amendments:

§ 51.077 UNAUTHORIZED CONNECTIONS WITH WATER MAINS.

No person shall connect any pipe, tube or other instrument with any main, service pipe, conduit or flume for the purpose of taking and conducting water belonging to the town, without a permit or authorized service connection from the Utility Department. Violators shall be guilty of a misdemeanor.

§ 51.120(A)(2) REMEDIES.

The Public Works Director may:

After three (3) days' written notice impose a civil penalty not to exceed 1,000%/billing period on the charges for all water used beginning from the date the corrective action was required and until the corrective action has been completed by the customer to the satisfaction of the town.

§ 51.275 INTERFERENCE WITH OR OBSTRUCTING FACILITIES.

Any person who in any manner willfully defaces, illegally uses, obstructs or interferes with the operation of any well, pump, storage tank, hydrant, valve, pipe, construction trench, or any other water works facility, or any cleanout, manhole, pipe, pump station, treatment plant, recharge facility, construction trench or any other wastewater works facility, or anyone who pollutes the potable water supply or recharge water supply of the town, or violates any provision of this chapter shall be guilty of a misdemeanor, or a felony if the total value of the damage and expense is sufficient to reach such threshold. Any expense caused to the town for the repair, replacement or cleanup of damaged, stolen or misused water and wastewater works facilities shall be charged against and collected from the person or persons who caused the expense. The violation of any provision of this chapter, or failure to pay for damages to town facilities, shall be sufficient cause for the Public Works Director to discontinue town water and/or wastewater service to any property owned or used by the person or persons.

§ 51.278 CRIMINAL PENALTY.

Any person who violates any provision of this chapter, other than the sections designated as civil violations in § 51.279, shall be guilty of a misdemeanor, except for such violations as may exceed felony damage thresholds. Each day a violation continues shall constitute a separate violation.

§ 51.280(A) REMEDIES.

In addition to any civil and/or criminal penalty which may be imposed for violations of this chapter, a user shall be liable for all actual costs which may be assessed by the finance Director on a user of the town's Sanitary Sewer System who discharges wastes containing non-permissible quantities of prohibited substances into the sanitary sewer system or contaminates the town's potable water supply, storage and discharge system. The finance Director is authorized to assess charges based on the extra costs incurred by the town in surveillance, sampling and testing, for additional operating and maintenance expenses, including

overhead charges, and for any other action required to identify, handle, process or supplement normal activities due to the unauthorized discharge of wastes or system contamination.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of July 2024.

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 Ordinance No. 2024-940 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on July 9, 2024, and that quorum was present, and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

JULY 2024 AMENDMENTS TO CHINO VALLEY TOWN CODE

CHAPTER 51 REGARDING UTILITY CONNECTIONS

SECTION 1. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 50.01 (Definitions) is hereby amended by adding the following definition and making conforming changes:

AT THE PROPERTY LINE. Within the right-of-way or easement adjacent to the property.

SECTION 2. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.035 (Commercial Water Credits) is hereby amended as follows (~~deletions~~; **additions**):

§ 51.035 **COMMERCIAL WATER CREDITS.**

Non-residential commercial water users may lease water credits from the town's water portfolio provided that **(A)** such developments allocate at least 75% of the ~~their~~ square footage to retail sales tenants, and **(B)** ~~provided that sewer collection services are~~ **either already available or will be constructed and made available with the development** ~~within 300 feet of the property line or are scheduled to be constructed within 5 years.~~ The entire commercial development shall be required to connect to the sanitary sewer system and pay all fees and satisfy additional conditions as approved by the town.

SECTION 3. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.075 (Connection to Water Mains Required, Existing Residential Optional) is hereby amended as follows:

§ 51.075 ~~CONNECTION TO WATER MAINS REQUIRED, EXISTING
RESIDENTIAL OPTIONAL~~ **REQUIRED WATER MAIN
CONNECTIONS.**

(A) **As used in this Chapter, "multi-family" means designed or used for residential purposes and comprising multiple dwelling units, whether free-standing or attached, in a single building or on a single parcel or lot, such as apartments, townhouses, and condominiums. A "guesthouse" (or "guest house"), as defined in Section 2.2 of Chapter 154, is not multi-family.**

(B) *Non-Residential and Multi-Family.*

(1) ~~Unless serviced by another public water provider, where commercial, industrial and other~~ **any non-residential or multi-family**

~~property is located on a street in which~~ **with new construction and a town water main is laid, available at the property line** shall be connected ~~with to~~ the town's water system. ~~These service connections shall extend at right angles from the main to the curbside, or property line, and shall be installed in accordance with town standard details.~~

(2) Unless serviced by another public water provider, developed non-residential or multi-family property with a town water main available at the property line shall be connected to the town's water system within one year of written notice by the town that the service is available.

(3) On-site exempt wells on any non-residential or multi-family properties required to connect to the town's water system under this Section must be properly sealed and abandoned in accordance with ADWR and ADEQ standards, and such abandonment shall be inspected, confirmed, and documented by the Utility Department.

(4) Service connections required under this Section must extend at right angles from the main to the curbside or property line and be installed in accordance with town standard details.

~~(B)~~(C) *Single-Family.*

(1) ~~A new home on residential property located upon a street where~~ **single-family dwelling unit with a town water main is located shall available at the property line** shall be connected ~~with to~~ the town water system at the time of construction. The connection shall not prohibit the construction and operation of a non-exempt well in accordance with state ADWR regulations.

~~(C)~~(2) ~~Where If a new town water main is laid on a street with existing residential homes that have~~ **becomes available at the property line of a developed single-family dwelling unit an on-site domestic with a private well, the properties the property owner** may elect to continue use of their **using the** on-site well in lieu of connecting to the town system. In the event that the properties do connect **such property is connected** to the town system, either at the time of original line construction or at some later date, the on-site well shall be properly sealed and abandoned. ~~In~~ **in** accordance with ADWR and ADEQ standards, **and** the abandonment shall be inspected, confirmed, and documented by the Utility Department.

(D) The number, location, manner of construction, and sizes of all service connections shall be subject to the approval of the Public Works Director.

(E) ~~New subdivisions containing lots of less than one acre shall connect~~
Regardless of lot size, where there is new construction within platted subdivisions, each lot **shall be connected** to the town's water system. ~~New subdivisions containing lots of 1 acre or greater which are within 300 feet of the town's water system shall connect each lot to the town's water system.~~

(F) Private systems and wells shall not be constructed ~~where the town's public water system is available at the property line of a lot, or within 300 feet of the property line of a subdivision~~ **on any property connected to a municipal water system, except as allowed in (C) above.**

(G) Service connection to the town water system shall only be provided pursuant to an application or agreement between the property owner or applicant and the town. An application or agreement for service connection to a new project or development shall be approved and accepted by the town only if the town finds that the project or development is consistent with, conforms to, and furthers the implementation of:

(1) The town's water use policy.

(2) The town's general plan.

(3) Any applicable adopted plan, including, but not limited to, specific area plan, circulation plan, capital improvement plan, growth planning, or growth management plan.

(4) The town's water budget.

SECTION 4. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.155 (Sewer Required for New Development; Optional for Existing Residential) is hereby amended as follows:

§ 51.155 ~~SEWER REQUIRED FOR NEW DEVELOPMENT; OPTIONAL FOR EXISTING RESIDENTIAL~~ **REQUIRED SEWER CONNECTIONS.**

(A) A developed property served by an existing septic tank system is not required to connect to the sanitary sewer system, except that:

(1) When a town sewer main ~~is extended to within 300 feet of~~ **becomes available at the property line** of a **developed** multi-family or non-residential property, the property owner shall connect **the property** to the sanitary sewer system within ~~120 days~~ **one year** of written notice by the town that the service is available.

(2) In the event that the town or the Yavapai County Health Department determine that there exists a condition ~~which~~ **that** is a menace to health arising from improper sewage disposal on any property having access to a town sewer main, the property owner shall connect the property to the sanitary sewer system within 60 days of receiving written notification from the town or County Health Department to do so.

(3) If, after receiving notice pursuant to divisions (A)(1) or (2) above, a property owner refuses to connect or does not have the financial ability necessary to connect to the sanitary sewer system as herein required, the town may install the sewer connection and related facilities necessary to provide service to the property and charge the property owner the actual price for the labor and materials for the installation. The town shall work with the property owner to establish a reasonable repayment schedule based upon the property owner's financial conditions. If the property owner becomes delinquent, having not complied with the repayment schedule, the town, upon providing written notice and an opportunity for a hearing before the town manager, shall file a lien against the affected property for the amount unpaid. In addition to or as an alternative to filing such lien, the town may refer any unpaid connection fees or costs to a collection agency.

(4) Upon connecting a property to the sanitary sewer system, existing septic tanks on that property shall be abandoned in accordance with procedures established by ADEQ, and as directed by the town.

(B) ~~A new development containing 1 or more lots~~ **The following** shall connect to the sanitary sewer system, ~~except that:-~~.

(1) ~~A single lot greater than or equal to 1 acre may be permitted to install a septic tank system if the sanitary sewer system is not available at the property line.~~ **New construction within platted residential subdivisions, regardless of size.**

(2) ~~A subdivision containing lots greater than or equal to 1 acre may be permitted to install septic tank systems if the sanitary sewer system is not available within 300 feet of the subdivision.~~ **New construction within multi-family properties or platted subdivisions.**

(3) ~~A subdivision containing lots of any size may be permitted to construct a package wastewater treatment plant with the approval of the Public Works Director and Town Engineer.~~ **New construction within non-residential properties or developments with a sewer main available at the property line.**

(4) New single-family dwelling units on lots smaller than one acre.

(C) ~~If a land split or other division of land creates 1 or more lots of less than 1 acre, such lots shall connect to the sanitary sewer system at the time of the land split or other division of land.~~ **A single lot greater than or equal to one acre may be permitted to install a septic tank system if the sanitary sewer system is not available at the property line.**

(D) **When a town sewer main becomes available at the property line of a developed multi-family property, the property owner shall connect the property to the sanitary sewer system within one year of written notice by the town that the service is available.**

(E) **In accordance with A.A.C. R18-5-404, where both the water supply and sewage disposal system must be developed on the same lot, the minimum size for septic shall be at least one acre.**

SECTION 5. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.159 (Special Provisions for Installing Sewer Taps in New Subdivisions and Developments) is hereby amended as follows:

§ 51.159 SPECIAL PROVISIONS FOR INSTALLING SEWER TAPS IN NEW SUBDIVISIONS AND DEVELOPMENTS.

(A) ~~In~~ **For new construction within platted** subdivisions or developments where sanitary systems are authorized by the Town and constructed at the developer's expense, ~~the Town may authorize the developer, or his or her agent, if he or she desires, to~~ **shall** install sewer taps with wyes or tees and extend the lateral sewer to the ~~right-of-way~~ **right-of-way** line, or connect the lateral sewer to the building sewer, ~~under the following conditions:.~~

~~(A)~~**(B)** The design and construction of the sanitary sewer system lines, sewer taps, and connections of the lateral sewer to the sewer tap shall be under the supervision of a registered civil engineer holding registration in the State of Arizona, who shall submit "as-built" plans to the Public Works Department bearing the engineer's signed and dated registration seal. It shall be the duty of the developer to require that all sewer taps serving lots in the development, upon which no buildings are initially constructed, to be effectively sealed until such time as buildings will be constructed on the lots. The service connections shall be inspected and approved by the Public Works Department before being backfilled and shall be designated and accurately

located on the as-built plans with stations from manholes. The effective seal shall consist of a watertight cap placed on the cleanout located at the right-of-way line.

~~(B)~~**(C)** Before any building sewer construction is commenced, plumbing permits must be obtained by the developer or his or her agent from the Building Department.

~~(C)~~**(D)** When the “as-built” plans are submitted, the Public Works Director will make a record of the sewer taps.

~~(D)~~**(E)** The town will collect the appropriate fee for initial plan review, inspection, and “as built” plan review as required by the Town Code.

JULY 2024 AMENDMENTS TO CHINO VALLEY TOWN CODE

CHAPTER 51 REGARDING UTILITY CONNECTIONS

SECTION 1. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 50.01 (Definitions) is hereby amended by adding the following definition and making conforming changes:

AT THE PROPERTY LINE. Within the right-of-way or easement adjacent to the property.

SECTION 2. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.035 (Commercial Water Credits) is hereby amended to read as follows:

§ 51.035 COMMERCIAL WATER CREDITS.

Non-residential commercial water users may lease water credits from the town's water portfolio provided that (A) such developments allocate at least 75% of their square footage to retail sales tenants, and (B) sewer collection services are either already available or will be constructed and made available with the development . The entire commercial development shall be required to connect to the sanitary sewer system and pay all fees and satisfy additional conditions as approved by the town.

SECTION 3. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.075 (Connection to Water Mains Required, Existing Residential Optional) is hereby amended to read as follows:

§ 51.075 REQUIRED WATER MAIN CONNECTIONS.

(A) As used in this Chapter, "multi-family" means designed or used for residential purposes and comprising multiple dwelling units, whether free-standing or attached, in a single building or on a single parcel or lot, such as apartments, townhouses, and condominiums. A "guesthouse" (or "guest house"), as defined in Section 2.2 of Chapter 154, is not multi-family.

(B) *Non-Residential and Multi-Family.*

(1) Unless serviced by another public water provider, any non-residential or multi-family property with new construction and a town water main available at the property line shall be connected to the town's water system.

(2) Unless serviced by another public water provider, developed non-residential or multi-family property with a town water main available at

the property line shall be connected to the town's water system within one year of written notice by the town that the service is available.

(3) On-site exempt wells on any non-residential or multi-family properties required to connect to the town's water system under this Section must be properly sealed and abandoned in accordance with ADWR and ADEQ standards, and such abandonment shall be inspected, confirmed, and documented by the Utility Department.

(4) Service connections required under this Section must extend at right angles from the main to the curbside or property line and be installed in accordance with town standard details.

(C) *Single-Family.*

(1) A new single-family dwelling unit with a town water main available at the property line shall be connected to the town water system at the time of construction. The connection shall not prohibit the construction and operation of a non-exempt well in accordance with state ADWR regulations.

(2) If a new town water main becomes available at the property line of a developed single-family dwelling unit with a private well, the property owner may elect to continue using the on-site well in lieu of connecting to the town system. In the event such property is connected to the town system, either at the time of original line construction or at some later date, the on-site well shall be properly sealed and abandoned in accordance with ADWR and ADEQ standards, and the abandonment shall be inspected, confirmed, and documented by the Utility Department.

(D) The number, location, manner of construction, and sizes of all service connections shall be subject to the approval of the Public Works Director.

(E) Regardless of lot size, where there is new construction within platted subdivisions, each lot shall be connected to the town's water system.

(F) Private systems and wells shall not be constructed on any property connected to a municipal water system, except as allowed in (C) above.

(G) Service connection to the town water system shall only be provided pursuant to an application or agreement between the property owner or applicant and the town. An application or agreement for service connection to a new project or development shall be approved and accepted by the town

only if the town finds that the project or development is consistent with, conforms to, and furthers the implementation of:

- (1) The town's water use policy.
- (2) The town's general plan.
- (3) Any applicable adopted plan, including, but not limited to, specific area plan, circulation plan, capital improvement plan, growth planning, or growth management plan.
- (4) The town's water budget.

SECTION 4. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.155 (Sewer Required for New Development; Optional for Existing Residential) is hereby amended to read as follows:

§ 51.155 REQUIRED SEWER CONNECTIONS.

(A) A developed property served by an existing septic tank system is not required to connect to the sanitary sewer system, except that:

(1) When a town sewer main becomes available at the property line of a developed multi-family or non-residential property, the property owner shall connect the property to the sanitary sewer system within one year of written notice by the town that the service is available.

(2) In the event that the town or the Yavapai County Health Department determine that there exists a condition that is a menace to health arising from improper sewage disposal on any property having access to a town sewer main, the property owner shall connect the property to the sanitary sewer system within 60 days of receiving written notification from the town or County Health Department to do so.

(3) If, after receiving notice pursuant to divisions (A)(1) or (2) above, a property owner refuses to connect or does not have the financial ability necessary to connect to the sanitary sewer system as herein required, the town may install the sewer connection and related facilities necessary to provide service to the property and charge the property owner the actual price for the labor and materials for the installation. The town shall work with the property owner to establish a reasonable repayment schedule based upon the property owner's financial conditions. If the property owner becomes delinquent, having not complied with the repayment schedule, the town,

upon providing written notice and an opportunity for a hearing before the town manager, shall file a lien against the affected property for the amount unpaid. In addition to or as an alternative to filing such lien, the town may refer any unpaid connection fees or costs to a collection agency.

(4) Upon connecting a property to the sanitary sewer system, existing septic tanks on that property shall be abandoned in accordance with procedures established by ADEQ, and as directed by the town.

(B) The following shall connect to the sanitary sewer system.

(1) New construction within platted residential subdivisions, regardless of size.

(2) New construction within multi-family properties or platted subdivisions.

(3) New construction within non-residential properties or developments with a sewer main available at the property line.

(4) New single-family dwelling units on lots smaller than one acre.

(C) A single lot greater than or equal to one acre may be permitted to install a septic tank system if the sanitary sewer system is not available at the property line.

(D) When a town sewer main becomes available at the property line of a developed multi-family property, the property owner shall connect the property to the sanitary sewer system within one year of written notice by the town that the service is available.

(E) In accordance with A.A.C. R18-5-404, where both the water supply and sewage disposal system must be developed on the same lot, the minimum size for septic shall be at least one acre.

SECTION 5. Chino Valley Town Code, Title XV (Land Usage), Chapter 51 (Water and Sewers), Section 51.159 (Special Provisions for Installing Sewer Taps in New Subdivisions and Developments) is hereby amended to read as follows:

§ 51.159 SPECIAL PROVISIONS FOR INSTALLING SEWER TAPS IN NEW SUBDIVISIONS AND DEVELOPMENTS.

(A) For new construction within platted subdivisions or developments where sanitary systems are authorized by the Town and constructed at the developer's expense, the developer, or his or her agent, shall install sewer taps with wyes or tees and extend the lateral sewer to the right-of-way line, or connect the lateral sewer to the building sewer.

(B) The design and construction of the sanitary sewer system lines, sewer taps, and connections of the lateral sewer to the sewer tap shall be under the supervision of a registered civil engineer holding registration in the State of Arizona, who shall submit "as-built" plans to the Public Works Department bearing the engineer's signed and dated registration seal. It shall be the duty of the developer to require that all sewer taps serving lots in the development, upon which no buildings are initially constructed, to be effectively sealed until such time as buildings will be constructed on the lots. The service connections shall be inspected and approved by the Public Works Department before being backfilled and shall be designated and accurately located on the as-built plans with stations from manholes. The effective seal shall consist of a watertight cap placed on the cleanout located at the right-of-way line.

(C) Before any building sewer construction is commenced, plumbing permits must be obtained by the developer or his or her agent from the Building Department.

(D) When the "as-built" plans are submitted, the Public Works Director will make a record of the sewer taps.

(E) The town will collect the appropriate fee for initial plan review, inspection, and "as built" plan review as required by the Town Code.