1. Town Council - Regular Meeting Agenda
   Documents:
   
   2023_02_14_CC_RG_AGENDA.PDF

2. Town Council - Regular Meeting Packet
   Documents:
   
   2023_02_14_CC_RG_AGENDA PACKET.PDF
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 by the Chino Valley Historical Society.

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 reports by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

   All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.
a. Consideration and possible action to approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of $68,897.05.

b. Consideration and possible action to approve Resolution 2023-1222 amending the Parks and Recreation Advisory Board by laws.

c. Consideration and possible action to approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association for property located at Old Home Manor.

d. Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of $39,600.00 plus administrative fees.

e. Consideration and possible action to approve Ordinance 2023-926 relating to Chapter 90 - Animal Control.

f. Consideration and possible action to approve the Council Entity Appointments.

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.


b. Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Building Advisory Board per recommendation of the Appointments Subcommittee.

7. ADJOURNMENT

Dated this 9th day of February, 2023.

By: Erin N. Deskins, Town Clerk

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 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.

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

CERTIFICATION OF POSTING

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

Date: February 9, 2023 Time: 7:30 pm

By: Erin N. Deskins, Town Clerk
TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, FEBRUARY 14, 2023
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

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Date: ___________________________ Time: ___________________________ By: ___________________________
Erin N. Deskins, Town Clerk
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AGENDA ITEM TITLE:
Consideration and possible action to approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of $68,897.05.

SUMMARY:
The Town has an existing bulk water loading station on West Road 2 North just west of State Route 89 that currently serves approximately 280 customers; water demand is increasing daily. Staff is proposing a second fill station located at Old Home Manor to further serve remote users and water haulers and provide a secondary location to provide bulk water service during outages to the existing station.

The proposed unit will be a single sided loading station, where customers will have the option of choosing one of three exit ports (a 3” overhead loading exit, a 3” side loading cam lock port, and a 2” side loading cam lock port). The customer can select the exit port on the screen interface. The water station will be run by the Aqua Track Cloud/Internet based system. This is the same system that our current system runs on. The customer will use a member # and PIN to access the water.

The proposed location for the new loading station is the far southwest corner of the Old Home Manor Business Park on an un-platted lot near the intersection of Jerome Junction and Gavin Court; it’s a Town owned property adjacent to a main waterline with easy truck/trailer access. Staff is proposing to purchase the new loading station within this year’s budget and will install the new unit within next year’s budget.

This is a sole source purchase as it’s the same brand and type as the existing station. Staff wishes to remain consistent with parts and software / billing system.

PREVIOUS ACTION:

STAFF RECOMMENDATION:
Approve the purchase of a new bulk water loading station from AquaFlow Int'l, Inc. in the amount of $68,897.05.

FISCAL IMPACT?
Yes - $65,000 is budgeted in 22-82-5409

Attachments
ADDENDUM TO ESTIMATE NO. 2313
BETWEEN
AQUA FLOW INT’L, INC.,
AND
THE TOWN OF CHINO VALLEY

This ADDENDUM TO ESTIMATE NO. 2313 (this “Addendum”) dated ______________, 2023, supplements the terms and conditions contained in Estimate No. 2313, dated December 20, 2022 (the “Estimate”), which is attached hereto as Exhibit A and incorporated by reference herein, and is entered into between Aqua Flow Int’l, Inc., an Arizona corporation (the “Vendor”), and the Town of Chino Valley, an Arizona municipal corporation (the “Town”). The Estimate and this Addendum are collectively referred to herein as the “Agreement.”

RECITALS

A. The Town needs to purchase a second bulk water loading station and can reduce various operations and maintenance costs and provide a seamless user experience by purchasing one of the same brand and type as the bulk water loading station the Town currently owns and operates.

B. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an agreement with the Vendor to purchase a bulk water loading station (the “Materials”) to be installed by the Vendor (the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the Estimate, as modified by this Addendum, and the foregoing introduction and recitals, which are incorporated as though fully set forth herein, the Town and the Vendor hereby agree as follows:

1. Effect of Addendum. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as those contained in the Estimate. Provisions of the Estimate not modified, superseded, or replaced by this Addendum shall remain in effect pursuant to their terms. In the event of any inconsistency, conflict, or ambiguity between this Addendum and the Estimate, this Addendum shall govern.

2. Term of Agreement. The Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2023, unless terminated as otherwise provided herein.

3. Scope of Work; Materials. The Vendor shall provide the Materials and Services as set forth in the Estimate attached hereto as Exhibit A (the “Scope of Work”).

4. Completion of Installation. The Vendor shall commence the Services within 90 days of the date first set forth above and complete the Services within 30 days after commencing the Services unless the Agreement is terminated earlier as otherwise provided herein.
5. **Compensation.** The Town shall pay the Vendor an amount not to exceed $68,897.05 for the Materials and Services at the rates set forth in the Estimate.

6. **Warranty.** The Vendor or its assignee shall give the Town a one-year warranty against deficiencies in the Materials and Services (or such longer period as may be provided under warranties for Materials), which warranty shall begin on the date that the Town deems the Services completed. If at any time within one year after completion of the Services, any part of the Materials or Services furnished shall be or become defective due to defects in the Services, Materials, or both, then the Vendor shall, upon written notice from the Town, immediately replace or repair such defective or non-conforming Materials or Services at no cost to the Town. The Vendor further agrees to execute any special guarantees as required by law. The Vendor shall require similar guarantees from all of its contractors and subcontractors. The Vendor further agrees, upon written demand of the Town and during the course of the Services, to immediately re-execute, repair, or replace any faulty Materials or workmanship, or both. In the event the Vendor fails or refuses to make such change upon the Town’s written demand, the Town shall have the right to have the Services and/or Materials re-executed, repaired, or replaced, and to withhold from or back charge to the Vendor all costs incurred thereby.

7. **Safety Plan.** The Vendor is responsible for all safety precautions and programs and shall perform the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. The Vendor shall provide all protection and necessary supervision to implement said Safety Plan. The Vendor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the project, (B) the Services and Materials, and (C) other property at the worksite or adjacent thereto. The Vendor shall designate a responsible person for the Agreement whose duty shall be prevention of accidents.

8. **Site Clean Up.** The Vendor shall at all times keep the jobsite on which the Services are being performed clean and free from accumulation of any waste materials, trash, and debris, and at all times shall remove the Vendor’s implements, machinery, tools, apparatus, and equipment from the job site when not needed on the job site. Should the Town Representative find it necessary, in his or her opinion, to employ help to clean up, remove, or store any of the foregoing due to the failure of the Vendor to do so, the expense thereof shall be charged to the Vendor. Verbal notice from the Town Representative on cleanup or removal is considered adequate notice hereunder, and failure to conform with his or her request within 24 hours thereof will be construed as a breach of the Agreement by the Vendor, and such charges will be made against the Vendor’s account as are necessary to accomplish the cleanup or removal. The cost of cleanup, removal, or storage by the Town, if not deducted by the Town from monies due the Vendor, shall be paid by the Vendor within five business days of written demand by the Town.

9. **Standard Terms and Conditions.** The Town of Chino Valley Standard Terms and Conditions, effective as of August 2, 2019 (the “Standard Terms and Conditions”), as set forth on the Town of Chino Valley website (https://www.chinoaz.net/173/Bid-Invitations), are incorporated into this Addendum as if set forth fully herein and are an enforceable part of the Agreement. The Vendor warrants and certifies that it has read and agrees to comply with the Standard Terms and Conditions.
10. **Conflicting Terms.** In the event of any inconsistency, conflict, or ambiguity among the terms of this Addendum, including any amendments, the Standard Terms and Conditions, the Estimate, and any invoices, the documents shall govern in that order. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Addendum or the Standard Terms and Conditions (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions outlined in this Addendum or the Standard Terms and Conditions shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of the Agreement.

11. **Counterparts.** This Addendum may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

12. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of the Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Addendum 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

APPROVED AS TO FORM:

________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

________________________
By:________________________
Name:________________________
Title:________________________
EXHIBIT A
TO
ADDENDUM TO ESTIMATE NO. 2313
BETWEEN
AQUA FLOW INT’L, INC.,
AND
THE TOWN OF CHINO VALLEY

[Estimate 2313]

See following pages.
## Estimate

**AquaFlow Int'l, Inc.**  
5375 N Dodge Ave.  
Flagstaff, AZ  86004  
928-380-6164  

**DATE**  
12/20/2022  
**ESTIMATE #**  
2313

### BILL TO

**Town of Chino Valley**  
1982 Voss Dr. , #201  
Utilities Department  
Chino Valley, AZ 86323  
United States

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>TAX</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Note</td>
<td>This Quote is for a single sided water loading station, where the customer shall have the option of choosing one of 3 exit ports. The System shall have a 3&quot; overhead loading exit, a 3&quot; side loading Cam lock port, and a 2&quot; side loading cam lock port. The customer shall pick the exit port on the screen. The water station shall be run by the AquaTrack Cloud/Internet based system. The customers shall use a Member # and PIN to access the water. Internet service shall be provided to the loading site. (Cell based routers are commonly used, but any 24/7 internet connection works.)</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>36x96x72 Enclosure</td>
<td>The enclosure is 36&quot;x96&quot;x72&quot;. The enclosure is able to house 2&quot; and a 3&quot; water systems. Walls are made using 2&quot;x2&quot; 16 gage steel frame 16&quot; on center. The frame is then powder coated to prevent rust. The voids are filled with 2&quot; ridged insulation. The outer shell is covered in alum panels that are polar white. (Other colors are available for an additional charge) the inside is covered in white FRP panels. The Enclosure has one door approximately 44&quot; wide and 68&quot; tall on one side.</td>
<td>1</td>
<td>19,990.00</td>
<td>T</td>
<td>19,990.00</td>
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<td>3&quot; Water Components</td>
<td>3&quot; water components for the AquaFlow or AquaTrack water systems. Includes a backflow device (Wilkins 375a RP or alike), flow sensor, two 3&quot; Electronic valves, one drain valve, and one 2&quot; Electronic valve. Includes piping inside the enclosure.</td>
<td>1</td>
<td>12,990.00</td>
<td>T</td>
<td>12,990.00</td>
</tr>
<tr>
<td>AquaTrack Site</td>
<td>AquaTrack site controller and power supplies. This is the customer interface for the AquaTrack system. It interfaces the water valve and flow sensor to the computer system that uses the internet for sales.</td>
<td>1</td>
<td>16,990.00</td>
<td>T</td>
<td>16,990.00</td>
</tr>
<tr>
<td>Deployment</td>
<td>Internet Cloud based database and deployment setup. 2nd site</td>
<td>1</td>
<td>2,550.00</td>
<td>T</td>
<td>2,550.00</td>
</tr>
<tr>
<td>3&quot; OH Support</td>
<td>The 3&quot; water pipe support post is made of .120 Steel that is 4&quot; square. The support is a &quot;L&quot; shale support. The height of the support post and water line is 14' 6&quot; min height and has an 8' arm. The post is mounted like a light post.</td>
<td>1</td>
<td>6,490.00</td>
<td>T</td>
<td>6,490.00</td>
</tr>
<tr>
<td>OH Piping</td>
<td>Piping for the 3&quot; overhead support post. Includes roll grove fittings. It also includes 6' of 3&quot; flexible FG hose.</td>
<td>1</td>
<td>2,450.00</td>
<td>T</td>
<td>2,450.00</td>
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All Quotes are Valid for 180 days.

| Subtotal | 64,450.00 |
| 6.90% Tax | 4,447.05 |
| **Total** | **68,897.05** |
**Estimate**

**AquaFlow Int'l, Inc.**
5375 N Dodge Ave.
Flagstaff, AZ  86004
928-380-6164

**DATE**
12/20/2022

**ESTIMATE #**
2313

**BILL TO**

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**ITEM** | **DESCRIPTION** | **QTY** | **RATE** | **TAX** | **AMOUNT**
--- | --- | --- | --- | --- | ---
Installation | Installation over sight of the enclosure to the concrete (provided by customer) slab. Water Hookup and system made ready for use. (customer shall provide an electrician to hook up the sub-panel box in the enclosure.) A Lifting device shall be provided by customer onsite, such as a Backhoe, Forklift, or Excavator to help set the enclosure. Installation is to be onsite in Chino, AZ USA. Includes Delivery to your location. Training and installation to be completed with the delivery. On site estimate: 1 Day. | 1 | 2,990.00 T | 2,990.00 |

**Term 4**
A $30,000 deposit required to start production of the system(s). The balance of of the project is due Net 10 Days from Delivery. (If the Delivery is delayed more than 30 days from AquaFlow Completion of the project, the balance then becomes due.) There is a 2 percent ($25.00 minimum) late charge on all past due accounts, and 2 percent ($25.00 minimum) every 30 days thereafter. AquaFlow Int'l Inc. will be ready to install system within 4 to 8 weeks of receipt of the deposit depending on the number of customers in front of you.

**Warranty**
System is warranted against factory defect for one year. Not included in this warrantee are: Acts of God, Acts of War, Acts of Terrorism, Accidents (except by AquaFlow Int'l Inc personal), Power related Issues (such as lightning strikes or power surges), or vandalism.

**Sales Tax**
Sales Tax laws are forever changing. "Sales Tax" or "Use Tax" (or alike) is the responsibility of the Customer. Arizona does not require "Sales Tax" on out of state sales. Check with your State agency if these taxes apply to you.

**Transaction Charge**
There is a $0.10 (10 cents) transaction charge billed by AquaFlow Int'l Inc. for each transaction processed through our secure server. Charges are billed yearly. Example: 5 sales per day x 365 days would be $182.50 per year.

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All Quotes are Valid for 180 days.

<p>| Subtotal | 64,450.00 |
| 6.90% Tax | 4,447.05 |
| <strong>Total</strong> | <strong>68,897.05</strong> |</p>
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<td>Force Majeure Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.</td>
<td>1</td>
<td>0.00</td>
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<td>2nd Year</td>
<td>The Vendor offer an extended Maintenance and Warranty extension on a yearly basis. The optional continuing year maintenance fee currently is $ 1598.00 per year for the first bay, and $850.00 per year per bay for more than one bay. The maintenance fee covers the expedited shipping of repair parts. The continuing Maintenance fee is included in the maintenance, and it covers any software upgrades and phone Technical Support for the system. All System upgrades will be shipped to the customer at no further cost including shipping. Customer shall be billed for parts not covered under the Warranty.</td>
<td>1</td>
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All Quotes are Valid for 180 days.

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AGENDA ITEM TITLE:
Consideration and possible action to approve Resolution 2023-1222 amending the Parks and Recreation Advisory Board by laws.

SUMMARY:
The dynamics of Parks and Recreation and their Advisory Board have changed over the years. The current structure of the Advisory Board was crucial and beneficial during economic challenges; the board planned and facilitated events when there was not sufficient staff to do so. As the departments grow and restructure, the need for the Advisory board has also changed. Currently the board is set up with nine (9) members with an array of duties. The vision for the Board is to be more of a strategic planning committee/board with no more than five (5) members to help identify the short-term, mid-term and long-range recreational needs of Chino Valley. To ensure equality among interested individuals that may want to apply for board membership, current members of the board will need to submit a new application.

PREVIOUS ACTION:
Proposed by-laws were presented to and discussed with the Town Council during January 10, 2023 study session. One change was suggested and has been made regarding the number of members residing outside town limits. (Section 3) D).

STAFF RECOMMENDATION:
To approve Resolution 2023-1222, Parks and Recreation Advisory Board by-laws.

FISCAL IMPACT?
No

Attachments
1) Resolution 2023-1222
RESOLUTION NO. 2023-1222

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TOWN OF CHINO VALLEY PARKS AND RECREATION ADVISORY BOARD BYLAWS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley, Arizona (the “Town Council”), established the Town of Chino Valley Parks and Recreation Advisory Board (the “Board”) and outlined the Board’s duties, responsibilities, and procedures on January 24, 2008, pursuant to Resolution No. 08-862, and amended the same pursuant to Resolution Nos. 17-1100 and 18-1129, adopted in 2017 and 2018, respectively (collectively, such duties, responsibilities, and procedures, as amended, are the “Bylaws”); and

WHEREAS, the Town Council desires to amend the Bylaws to change the Board’s duties, responsibilities, and procedures; and

WHEREAS, the Town Council finds that it is in the best interests of the Town of Chino Valley and its residents served by the Board to amend the Bylaws.

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

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

SECTION 2. The Bylaws are hereby deleted in their entirety and replaced with the Town of Chino Valley Parks and Recreation Advisory Board Bylaws, dated February 14, 2023, attached hereto as Exhibit A and incorporated herein by this reference.

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

SECTION 4. 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

(SIGNATURES ON THE FOLLOWING PAGE)
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of February 2023.

________________________________________

Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1222 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on February 14, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

______________________________
Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1222

[Town of Chino Valley Parks and Recreation Advisory Board Bylaws, dated February 14, 2023]

See the following pages.
Section 1: Mission Statement

The mission of the Parks and Recreation Advisory Board (the “Board”) is to advise and make recommendations through Town staff to the Chino Valley Town Council regarding strategic planning of the Town’s Parks and Recreation services and facilities to foster a healthy lifestyle, provide meaningful leisure activities, and enhance the sense of community for all residents of Chino Valley.

Section 2: Organization and Responsibilities

A. The Board shall advise the Council, through Town staff, regarding strategic planning for the Town’s Parks and Recreation services and facilities by:
   1. Obtaining and considering input from the public, Town staff, and the Board regarding the Town’s recreational needs and priorities and recommending short-, mid-, and long-term strategic plans; and
   2. Discussing possible funding sources and strategies.

B. The Board’s advice and recommendations shall take into consideration the recreational, public safety, and welfare needs of all members of the Chino Valley community.

Section 3: Membership

A. The Board shall consist of no less than three (3) and no more than five (5) members, appointed by the Council following recommendation of the Council Appointments Subcommittee. Members shall serve staggered three (3) year terms. An appointment to fill a vacant seat where there is an unexpired term shall be for the remainder of the term of the vacant seat to which the member is appointed.

B. A majority of the Board shall constitute a quorum.

C. Members of the Board serve at the pleasure of the Council and may be removed with or without cause.

D. Board members shall reside within Town limits, except for one (1) who may reside outside Town limits in Yavapai County in an area served by the Town’s parks, recreation, and aquatics facilities.

E. Town employees are not eligible to serve as Board members.

F. Board members are subject to and shall comply with Chino Valley Town Code, Title III, Chapter 35 (Code of Ethics), and all applicable Federal, State, and local laws.
A. The Board shall meet no less than two (2) times per year; the date, time, and place of such meetings to be determined by the Staff Liaison(s) and members of the Board.

B. Special meetings may be called by the Chair, or upon written request to the Chair by at least two Board members, with at least 48 hours’ notice.

C. The Board shall comply with all relevant provisions of the Arizona Revised Statutes (including Arizona Open Meeting Laws), the Chino Valley Town Code, and these bylaws. For rules of procedure not otherwise set forth in these bylaws, the most recent edition of O. Garfield Jones’ *Parliamentary Procedure at a Glance* shall govern. If *Parliamentary Procedure at a Glance* is silent on the issue, Robert’s *Rules of Order Newly Revised* shall govern.

D. Except in an emergency, a Board member shall notify the Chair or Staff Liaison of any intended absence from a Board meeting not less than twenty-four (24) hours prior to any scheduled meeting.

Section 5: Officers

A. Officers of the Board shall be a Chair and a Vice-Chair.

B. The Chair and Vice-Chair shall be elected by the Board at their first meeting after July 1 of each year and shall serve a one-year term or until the successor officers are duly elected. If an Officer position becomes vacant during the term, an election shall be conducted at the next Regular or Special Board meeting to fill the position for the remainder of the term.

C. It is the responsibility and duty of the Chair to:

1. Work with staff to set and prepare the agenda for each meeting of the Board according to the Town Clerk’s agenda distribution schedule.

2. Preside at all meetings of the Board.

3. Call special meetings of the Board, as needed.

4. Mediate any problems arising among Board members.

D. In the absence or incapacity of the Chair, the Vice-Chair shall assume the duties of the Chair. In the absence or incapacity of both the Chair and Vice-Chair, the Staff Liaison shall call the meeting to order, and the Board shall elect one of their members to serve as Acting Chair.

Section 6: Staff Liaison(s)

A. The Staff Liaison shall work with the Chair and the Town Clerk’s Office to ensure that meetings are noticed in compliance with Arizona Open Meeting Laws, that meeting minutes, agendas, and appropriate attachments are sent to all Board members prior to any meeting, and that accurate records of the Board’s proceedings are kept as public records of the Town.

Section 7: Meeting Agenda
A. Agenda requests shall be presented to the Chair or Staff Liaison in accordance with the Town Clerk’s agenda distribution schedule.

B. The Chair and Staff Liaison shall determine the items to be placed on the agenda.

C. Meeting agendas shall be posted as required by state law.

D. The format of the agenda for Board meetings shall be as follows:

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. REPORTS FROM COMMUNITY SERVICES STAFF; BOARD CHAIR AND MEMBERS
5. CALL TO THE PUBLIC
6. UNFINISHED BUSINESS
7. NEW BUSINESS
8. ADJOURNMENT

Section 8: Resignations

A. A Board member who wishes to resign shall submit the resignation in writing to the Chair, stating the effective date of the resignation.

B. The Chair shall promptly forward the resignation to the Town Clerk, who will work with the Council Appointments Subcommittee to make a recommendation for Council action to appoint a new Board member.
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B. A majority of the Board, three (3) members, shall constitute a quorum.

C. Members of the Board serve at the pleasure of the Council and may be removed with or without cause.

D. Persons eligible to serve as Board members shall reside in Yavapai County in an area served by the Town’s parks, recreation, and aquatics facilities.
Town employees are not eligible to serve as Board members.

Board members are subject to and shall be bound by the Chino Valley Town Code, Title III, Chapter 35 (Code of Ethics), and by all other provisions of applicable Federal, State, and local laws.

Section 4: Meetings of the Board

A. The Board shall meet no less than two (2) times per year; the date, time, and place of such meetings to be determined by the Staff Liaison(s) and members of the Board.

B. The Chair may call special meetings at least forty-eight (48) hours in advance of such meeting, or the meeting may be called at the request of the Chair by at least two (2) Board members of the Board, with at least 48 hours’ notice.

C. The Board shall comply with all relevant provisions of the Arizona Revised Statutes (including Arizona Open Meeting Laws), the Chino Valley Town Code, and these bylaws. For rules of procedure not otherwise set forth in these bylaws, the most recent edition of O. Garfield Jones’ Parliamentary Procedure at a Glance shall govern. If Parliamentary Procedure at a Glance is silent on the issue, Robert’s Rules of Order, Newly Revised shall govern the proceedings of the Board.

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AGENDA ITEM TITLE:
Consideration and possible action to approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association (CVEA) for property located at Old Home Manor.

SUMMARY:
The current lease language requires that on or before December 15th of each year during which this Lease is in effect, Tenant shall make a report to Town Council that will include a financial report of the Tenant’s 501(c)3. The CVEA fiscally operates on a calendar year. The new lease language moves the reporting date from December 15th to March 31st of each year. This will allow CVEA to close out is their fiscal year in order to properly prepare annual financial reports for presentation to Council.

PREVIOUS ACTION:
The Town of Chino Valley and the Chino Valley Equestrian Association (CVEA) originally entered into a lease on October 24, 2016, for use of property located at Old Home Manor for an initial term of five years. That lease was amended in January 2017, to allow the Association to move Town-owned equipment from the Cameron Ranch property in Paulden, AZ to the leased property and authorizing the use of the fixtures and equipment by the Equestrian Association on the leased premises. On June 28, 2022, Town Council approved a new Equestrian Facility Lease with CVEA with an initial term of July 1, 2022 - December 31, 2026, and up to four consecutive five-year renewal options in the amount of $10.00 per year.

STAFF RECOMMENDATION:
Approve a First Amendment to the Equestrian Facility Lease with Chino Valley Equestrian Association for property located at Old Home Manor.

Attachments

1) Chino Valley Equestrian First Amendment Lease
This First Amendment to the Equestrian Facility Lease (this “First Amendment”) is entered into as of ______________, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Landlord”), and Chino Valley Equestrian Association, an Arizona non-profit corporation (the “Tenant”).

RECITALS

A. The Landlord and Tenant entered into the Equestrian Facility Lease, dated July 1, 2022, for Tenant to lease from the Landlord approximately 78 acres of real property for equestrian and other related purposes (the “Lease”).

B. The Landlord and Tenant desire to enter into this First Amendment to revise certain terms and conditions of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Lessee hereby agree as follows:

1. Incorporation of Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Lease.

2. Modification of Required Annual Reports. Section 3.1 of the Lease is hereby modified as follows, with subsections 3.1.1 – 3.1.5 remain unchanged:

   3.1 On or before March 31 of each year during which this Lease is in effect, Tenant shall make a report to Town Council, which shall, at a minimum, include the following information:

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Tenant affirmatively asserts that (i) the Landlord is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Lease, and (ii) any and all claims,
known and unknown, relating to the Lease and existing on or before the date of this First Amendment are forever waived.

5. **Conflict of Interest.** This First Amendment and the Lease may be canceled by the Landlord pursuant to ARIZ. REV. STAT. § 38-511.

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

**“Landlord”**

TOWN OF CHINO VALLEY, an Arizona municipal corporation

____________________________
Jack W. Miller, Mayor

ATTEST:

____________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

____________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

**“Tenant”**

____________________________

a(n) _________________________

By: _________________________

Name: _________________________

Title: _________________________
AGENDA ITEM # d ITEM TYPE: Consent

MEETING DATE: February 14, 2023
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager

AGENDA ITEM TITLE:
Consideration and possible action to approve the proposed Groundwater Extinguishment Credits Purchase Agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of $39,600.00 plus administrative fees.

SUMMARY:
Jim McKaskle approached the Town to sell 165 Acre Feet of extinguishment credits. These credits can be added to the Town portfolio of water supply to potentially be made available for development within the Town limits and the Prescott Active Management Area. By Ordinance, if the Town sells the credits, the current selling price would be $41,250.

STAFF RECOMMENDATION:
Approve the purchase agreement with Jim McKaskle for 165 acre feet of extinguishment credits in the amount of $39,600.00 plus administrative fees.

FISCAL IMPACT?
Yes – This expenditure was not included in the FY 22/23 budget. Therefore the amount needs to come out of the General Fund Contingency Account 01-95-5600.

Attachments
Extinguishment Credit Purchase Agreement
ADWR Water Right Document
ADWR Conveyance
This Agreement is effective ___________, 2023, by and between JIM MCKASKLE ("Seller") and TOWN OF CHINO VALLEY, an Arizona municipal corporation ("Buyer").

RECITALS

A. Seller owns 165 acre-feet of merchantable and valid extinguished water supply credits (the "Credits") in the Prescott Active Management Area per Irrigation Grandfathered Right No. 58-114286.0001.

B. Buyer desires to purchase the Credits under the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Effective Date. This Agreement shall be effective as of the date it is (i) approved by the Town Council authorizing the execution of this Agreement by a representative of the Town and (ii) fully executed by authorized representatives of the Seller and Buyer.

2. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, Seller’s right, title, and interest in and to the Credits subject to the terms of this Agreement to the extent the Arizona Department of Water Resources ("ADWR") approves the Credits’ transfer.

3. Purchase Price and Terms. Buyer shall pay Seller $39,600 ($240/acre-foot x 165 acre-feet) for the Credits. In addition, Buyer agrees to pay the cost of executing a Conveyance of Extinguishment Credits (the "Conveyance") to transfer the Credits to Buyer.

4. Warranties of Seller. Seller hereby represents, covenants, and warrants to Buyer that the following are true now and will be at closing:

   (a) Authority. Seller has the right and authority to enter into this Agreement and consummate the transactions intended in this Agreement.

   (b) Title to the Credits. Seller has, or at closing will have, good and merchantable, fee simple title to the Credits. The Credits will be free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The Credits are in good standing with the ADWR, have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.
(c) **Judgments or Litigation.** Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect this transaction’s consummation or constitute any cloud upon the Credits’ title. Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings, or investigations that might result in any cloud upon the Credits’ title or any other material change in the Credits’ value.

(d) **Continued Cooperation.** Seller shall, within reason, cooperate with Buyer before, during, and after closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

6. **Conditions Precedent.** All Buyer’s obligations to close this transaction are subject to the fulfillment of each of the following conditions before or at closing:

(a) **Seller’s Compliance.** Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it is necessary to execute and file the Conveyance with the ADWR.

(b) **Proof of Title.** Seller shall take action necessary to provide documentation reasonably requested by Buyer to prove or support the Credits’ free and clear title and validity. The sale is subject to Seller being able to provide a letter from the ADWR evidencing the approval and processing of the Conveyance with free and clear title for the Credits. Buyer shall pay Seller for the Credits only upon issuance of the Conveyance by ADWR.

7. **Fulfillment of Conditions Precedent.** Upon fulfillment of the conditions precedent, the total purchase price of $39,600 shall be paid to Seller at closing.

8. **Miscellaneous Provisions.**

(a) **Additional Documentation.** Any other documentation required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) **Indemnification.** Seller and Buyer shall each, to the extent permitted by law, indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, or liabilities arising out of this transaction.

(c) **Notices.** All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to Seller:  Jim McKaskle
P.O. Box 592
Chino Valley, Arizona 86323
If to Buyer: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

Copied to: Gust Rosenfeld, PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire

(d) **Binding Effect.** All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.

(e) **Captions.** The captions of any articles, paragraphs, or sections hereof are made for convenience only and do not control or affect the meaning or construction of any other provisions hereof.

(f) **Attorney’s Fees.** Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants and any attorney’s and consultant’s fees incurred by them in the enforcement of any of the terms and provisions of this Agreement or in connection with the Credit described herein.

(g) **Entire Agreement.** This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

9. **Representations.** All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement or in connection with this transaction will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

10. **Assignment.** Buyer may assign this Agreement at Buyer’s sole discretion without Seller’s consent.

[SIGNATURES ON THE FOLLOWING PAGE.]
SELLER:

JIM MCKASKLE

________________________________________
Jim McKaskle

BUYER:

TOWN OF CHINO VALLEY, an Arizona municipal corporation

________________________________________
Jack W. Miller, Mayor

ATTEST:

________________________________________
Erin N. Deskins, Town Clerk
Arizona Department of Water Resources
Groundwater Right/Facility Report

RIGHT #: 58-114286.0001
AMA: PRESCOTT AMA
LAND OWNERSHIP: PRIVATE OR COMPANY

STATUS DATE: 10/20/2005
RIGHT/PERMIT/FACILITY TYPE: IRRIGATION USE
FILE STATUS: INACTIVE - EXTINGUISHED/NOT PLEDGED

ALLOTMENT: 0.00
BMP Enrollee: 
WATER DUTY ACRES: 0.00
IRRIGATION ACRES 0.00

RETIERED ACRES: 0.00
WATER DUTY: 0
MAWA: 0

NAME & ADDRESS

MCKASKLE JIM L
PO BOX 592
CHINO VALLEY AZ 86323

TYPE: OWNER

PLACE OF USE

SE SE NE 10 T16N R2W

BOOK/MAP/PARCEL

Book: 306 Map: 14 Parcel: 001C Part:

WELL SERVING

*** NO DATA FOUND ***

RIGHT TO FACILITY RELATIONSHIPS

*** NO DATA FOUND ***
CERTIFICATE OF IRRIGATION GRANDFATHERED RIGHT EXTINGUISHMENT RECEIPT AFFIDAVIT

The original certificate for the Extinguishment of Irrigation Grandfathered Right Numbered 58-114286.0001 was picked up at the Prescott Active Management Area office:

By [Signature] On 10/31/05

Print Name Date

Signature of Owner/Representative

Witnessed by ADWR Staff
EXTINGUISHMENT DATA FORM

Right No.: 58-114286.0001

Old Conveyance No.: 0005

Owner: Jim L McKaskle

Address: P.O. Box 592 Phone # 928-636-2604
Chino Valley, AZ 86323

☐ Irrigation Number of extinguished acres: 4.4
☐ Type 1 Number of extinguished acres: 
☐ Type 2 Allotment Amount:

Legal Description: APN 306-14-001C as of 9/1/1978 located in the SE, SE, NE of section 10, township 16 north and range 2 west of the GSRB&M

Number of Credits: 165 acre-feet

Calculation: 25 x 1.5 x 4.4

☐ Not Pledged
☐ Pledged: ________________________________
☐ Pledged: Private Entity, Name: ________________________________

Address: ________________________________

Date Initials

☐ Input to Roger 10-29-05 JM
☐ Input to Local Access 10-29-05 JM
☐ Input to Web Access 10-30-05 JM
☐ GIS Updated 10-29-05 JM
☐ Certificate Delivery Method: Picked up JM
☐ Certificate Received, Date: 10-31-05 JM
EXTINGUISHMENT OF GRANDFATHERED GROUNDWATER RIGHT

COUNTY OF YAVAPAI
Pursuant to the provision of
A.R.S. § 45-576 AND R12-15-705

JIM L. MCKASKLE
P. O. BOX 592
CHINO VALLEY, AZ 86323

has permanently extinguished

IRRIGATION GRANDFATHERED RIGHT NO.

58-114286.0001
in the

PRESCOTT ACTIVE MANAGEMENT AREA

The extinguishment was associated with 4.4 irrigation acres of land described as follows.

ASSSESSOR PARCEL NUMBER 306-14-001C AS OF 9/1/1978 LOCATED IN THE SE. SE.
NE OF SECTION 10 IN TOWNSHIP 16 NORTH AND RANGE 2 WEST OF THE GSRB&M.

The value of the extinguishment credit totals 165 acre feet as of the date specified below.

These credits have not been pledged to a
Designation or Certificate of Assured Water Supply

GRANDFATHERED GROUNDWATER RIGHT
NO. 58-114286.0001
HAS BEEN
PERMANENTLY EXTINGUISHED
ON THIS 20TH DAY OF OCTOBER, 2005

[Signature]
Prescott Active Management Area Director

THESE CREDITS MAY NOT BE CONVEYED IF THEY HAVE BEEN PLEDGED
TO A DESIGNATION OR CERTIFICATE OF ASSURED WATER SUPPLY.
October 20, 2005

Jim L. McKaskle
P.O. Box 592
Chino Valley, AZ 86323

RE: Extinguishment of Grandfathered Groundwater Right 58-114286.0001

Dear Rightholder:

Pursuant to R12-15-705, the Department of Water Resources has approved and processed the request to extinguish the referenced grandfathered groundwater right for the purpose of obtaining assured water supply credits.

Enclosed please find the document that evidences the extinguishment. This document verifies that the grandfathered groundwater right has been extinguished for 165 acre-feet of assured water supply credits. The acreage or allotment that has been extinguished for assured water supply credits is also identified on the referenced document. Please note that the owner of assured water supply credits must notify the Department if credits are to be transferred. Credit transfers are not permitted if they have been pledged to a holder of a Designation or Certificate of Assured Water Supply.

Please contact me if you have any questions or require additional information.

Sincerely,

Jack McCormack
Water Resource Specialist
Prescott Active Management Area

Celebrating 25 Years
Arizona Department of Water Resources  
Office of Assured and Adequate Water Supply  
500 N. 3rd Street Phoenix, Arizona 85004  
(800) 352-8488  
Web: www.water.az.gov

Application for Extinguishment of a Grandfathered Groundwater Right for Assured Water Supply Credits  
A.A.C. R12-15-705

The right holder's (current landowner) signature on this form must be notarized.
Enclose the original Certificate of Grandfathered Right. If the original certificate has been lost, a notarized statement to this effect must be submitted.
For a partial extinguishment, i.e., the number of acres being extinguished is less than the full acreage associated with the Right, include a map outlining the borders of the acres to be extinguished. The map may be to any scale, but must include a minimum of four section corners in a Township.
For a partial extinguishment, include a payment of $35 for issuance of a new certificate for the remaining acreage.
Assured water supply credits will be calculated based on the date the complete application is received by the Active Management Area office.
Upon completion of the processing of this request for extinguishment, the grandfathered rights will be permanently extinguished in exchange for assured water supply credits.

<table>
<thead>
<tr>
<th>EXTINGUISHMENT DOCUMENT NUMBER</th>
<th>ACTIVE MANAGEMENT AREA (CHECK ONE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>58 - 11 1428600000</td>
<td>□ Phoenix □ Pinal □ Prescott □ Tucson</td>
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</table>

<table>
<thead>
<tr>
<th>Rightholder (Current Landowner)</th>
<th>Credits Are Being Pledged To</th>
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<tbody>
<tr>
<td>FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL</td>
<td>CHECK ONE</td>
</tr>
<tr>
<td>Jim L. McKaskle</td>
<td>DWR NO.</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
<td>□ Designated Water Provider</td>
</tr>
<tr>
<td>7201 N. 132nd St, 592</td>
<td>26-</td>
</tr>
<tr>
<td>CITY/STATE/ZIP CODE</td>
<td>□ Certificate of Assured Water Supply</td>
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<tr>
<td>Chandler, AZ 85223</td>
<td>27-</td>
</tr>
<tr>
<td>CONTACT PERSON NAME AND TITLE</td>
<td>□ Private Entity</td>
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<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>(928) 636-2604</td>
<td>(928) 636-1864</td>
</tr>
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| DATE WATER WAS LAST USED UNDER THIS RIGHT |

SIGN IN THE PRESENCE OF A NOTARY PUBLIC

I hereby request that the Arizona Department of Water Resources PERMANENTLY EXTINGUISH the above-referenced grandfathered right in exchange for assured water supply credits.

SIGNATURE OF Rightholder

STATE OF ARIZONA

COUNTY OF Yavapai

Subscribed and sworn to before me by Jim L. McKaskle

this 17 day of October, 2005

NOTARY PUBLIC ACKNOWLEDGMENT

If you have questions, please contact the appropriate Active Management Area office:
Phoenix (602) 417-2485 • Pinal (520) 838-4857 • Prescott (928) 778-7202 • Tucson (520) 770-3800

(REvised 06/05/2003)
ARIZONA DEPARTMENT OF WATER RESOURCES
NOTIFICATION OF IRRIGATION USE

I, Jim Mccullough, certify that the land associated with parcel 306.14-00-6 under grandfathered right number 58-114 286 0000 meet the guidelines associated with R12-15-705. L. 4 and R12-15-705. M. 7. a. i. of the Arizona Administrative Code, Title 12 for the extinguishment of an irrigation grandfathered right:

R12-15-705. L. 4. If the grandfathered groundwater right is located in the Prescott Active Management Area, all of the following conditions are met:

a. The land to which the right is appurtenant has not been and will not be subdivided pursuant to a preliminary plat or a final plat that was approved by a city, town, or county before August 21, 1998.

b. The land to which the right is appurtenant is not and will not be the location of a subdivision for which a complete and correct application for a certificate of assured water supply was submitted to the Director before August 21, 1998.

c. The land to which the right is appurtenant has not been physically developed for industrial, commercial, or other non-irrigation use.

R12-15-705. M. 7. For the extinguishment of an irrigation grandfathered right or a type 1 non-irrigation grandfathered right in the Prescott Active Management Area:

a. Through December 31, 2010:
   i. If the irrigation acres associated with the extinguished right were irrigated for at least four of the six calendar years preceding January 1, 2000, the amount calculated by multiplying 1.5 acre-feet per acre by the number of irrigation acres associated with the extinguished right and multiplying that product by 25.

b. After December 31, 2010, the amount calculated by multiplying 1.5 acre-feet per acre by the number of irrigation acres associated with the extinguished right and multiplying the product by the difference calculated by subtracting the calendar year in which the statement of intent to extinguish is filed from 2025.

Rightholder’s name and address: (print or type)

Name: Jim Mccullough
Address: P.O. Box 332
Chino Valley, AZ 86323
Phone: (928) 636-3636

Rightsholder’s Signature: [Signature]
Date: 10-17-05

This form was acknowledged before me this 17 day of October, 2003

Melissa Pierce-Pruine
Notary Public
Commission expires 6-28-2005
The Credit holder’s signature on this form must be notarized.

FEES: The fee for a Conveyance of Extinguishment Credits is $250.00. Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.

The effective date of this conveyance is the date of Notarization.

Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.

In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.

Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

The undersigned party hereby notifies the Arizona Department of Water Resources of the Conveyance of the following extinguishment credits:

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<th>Amount of Credits on Current Extinguishment Document</th>
<th>Amount of Credits to be Conveyed</th>
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<th>Credits Are Being Pledged To (Check One):</th>
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<td>165 Acre-Feet</td>
<td>Phoenix</td>
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<td></td>
<td></td>
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<td>Pinal</td>
<td>Certificate of Assured Water Supply DWR No. 27-</td>
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[ ] CREDITS ARE NOT BEING PLEDGED AT THIS TIME

Creditholder

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<thead>
<tr>
<th>Full Name of Company, Organization, or Individual</th>
<th>Town of Chino Valley</th>
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<tr>
<td>Jim McKaskle</td>
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<table>
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<tr>
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<th>202 North State Route 89</th>
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<tr>
<td>PO Box 592</td>
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<tr>
<td>Chino Valley, AZ 86323</td>
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<table>
<thead>
<tr>
<th>Contact Person Name and Title</th>
<th>Mark Holmes, Town Water Advisor</th>
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<tbody>
<tr>
<td>Jim McKaskle</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Email Address</th>
<th>Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>928-636-2604</td>
<td><a href="mailto:mckaskle.az@gmail.com">mckaskle.az@gmail.com</a></td>
<td>928-277-5253</td>
<td><a href="mailto:mark.holmes.llc@gmail.com">mark.holmes.llc@gmail.com</a></td>
</tr>
</tbody>
</table>

Sign in the presence of a Notary Public

Signature of Creditholder DATE

11/4/2019
NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA ) §
COUNTY OF ___________________________ )

Subscribed and sworn to before me by ____________________________________________________________, (SELLER)
this ________ day of ____________________________, 20______.

(SEAL)

NOTARY PUBLIC SIGNATURE

/              /
DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency’s adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.
AGENDA ITEM TITLE:
Consideration and possible action to approve Ordinance No. 2023-926 amending Chapter 90 - Animal Control.

SUMMARY:
The Animal Control division of the Police Department is responsible for enforcing the Town’s animal ordinances. Staff is requesting changes to allow them the ability to do so in an effective manner. These changes include updates to the following sections:

- 90.02 Definitions
- 90.05- Dogs at Large
- 90.06- Impoundment of Dogs
- 90.12- Excessive Dog Noise

All of the requested changes were reviewed with Council at study session. In addition to the original recommendations, Council discussed the use of the word continuous as it referred to excessive dog barking. After review with the Town Attorney, the following change has been incorporated. The word continuous has been replaced with:

a. For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 9:00 p.m. – 8:00 a.m.; or
b. For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.

PREVIOUS ACTION:
At the request of the Council, this item was discussed at study session on 1/24/22. A meeting was also held with a local dog trainer to obtain input as requested.

STAFF RECOMMENDATION:
Approve Ordinance No. 2023-926 amending Chapter 90 - Animal Control.

FISCAL IMPACT?
No

Attachments

1) Ordinance 2023-926
2) Detailed Comparison – Current vs. Proposed
3) February 2023 Amendments to Chino Valley Town Code Chapter 90
ORDINANCE NO. 2023-926

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED “FEBRUARY 2023 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS” AS A PUBLIC RECORD; ADOPTING THE “FEBRUARY 2023 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 90: ANIMALS” 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 (the “Town Council”) desires to update Chino Valley Town Code (the “Town Code”) Chapter 90 (Animals) 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 entitled “February 2023 Amendments to Chino Valley Town Code Chapter 90: Animals” (the “ACO 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 Town Code is hereby amended by amending Chapter 90 (Animals) as set forth in the ACO Amendments, which document is hereby adopted by reference and incorporated herein as if fully set forth in this ordinance.

Section 4. Violations of this ordinance are subject to the following penalties:

§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG

(B) The dog’s owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.05(A)(1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property caused by a dog in violation thereof.

§ 90.99 VIOLATION; PENALTY.

(A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.

(B) Any person convicted of violating any provision of §§ 90.03, 90.04, 90.08, 90.10, 90.13, or 90.15 shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed $500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.
(C) Any person convicted of violating any provision of §§ 90.05 or 90.12(B) that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).

(D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.

(E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.

Section 5. All ordinances and parts of ordinances in conflict with the provisions of this ordinance or with any part of the ACO Amendments adopted herein by reference are hereby repealed.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the ACO Amendments adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of February, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the foregoing Ordinance No. 2023-926 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on February 14, 2023, 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
§ 90.02 DEFINITIONS.

[This list comprises only the amended definitions; it is not a complete list]

**AGGRESSIVE DOG.** Any dog that has bitten, attacked or molested a person, domestic animal, fowl, poultry, pet, and/or livestock and has been deemed designated as such by a hearing officer or court of jurisdiction pursuant to causes injury or reasonable fear of attack or bodily injury by violating § 90.05(A)(2).

**DOG AT LARGE.** When a dog that is not confined within the premises limits of its owner’s or responsible person’s property and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large a leash, rope, cord, chain, or other device not more than six (6) feet in length.

**Restraint.** Confinement of a dog within the real property limits of its owner, or secured by a leash, rope, or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.

**EXCESSIVE DOG NOISE.** Frequent, habitual, or continuous barking, howling, whining, yelping, or other irritating dog noises that are audible to one or more persons occupying property in the community or neighborhood within reasonable proximity to the property where the dog is located.

**NUISANCE.** That which causes offense, annoyance, trouble, or injury.

**UNDER CONTROL.** Physically when a dog is confined within the limits of its owner’s or responsible person’s property, or physically restrained by a leash, rope, cord, chain, or other device and/or under the direct supervision and control of the owner or responsible person not more than six (6) feet in length.
§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG.

(A) It shall be unlawful for an owner or responsible person of a dog to allow it to be at large within the town limits. The owner or responsible person of a dog shall provide adequate fencing and/or enclosures to keep the dog contained on his or her property. If a dog is off the owner or responsible person:

(1) Be at large. A dog is not at large when:
   (a) Engaged in obedience training and accompanied by its owner, responsible person, or trainer.
   (b) Being used for legitimate hunting purposes.
   (c) Being exhibited in a sanctioned event.
   (d) Being utilized as a service dog for a disabled person, or as a seeing-eye dog for a legally blind person, and the handler exercises sufficient control.
   (e) Being used to control livestock.
   (f) Being used to assist a police officer engaged in law enforcement duties.
   (g) In a designated off-leash area in a dog park.

(2) Attack, bite, molest, tackle, terrorize, menace, chase, or harass any person, domestic animal, fowl, poultry, pet, or livestock.

(B) The dog's property, the owner or responsible person shall maintain direct supervision and control of the dog at all times in a manner that ensures it does not violate § 90.05(BA). Any dog at large may be apprehended and impounded by an(1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property resulting from a dog at large in caused by a dog in violation thereof.

(C) An animal control officer or police officer.

(1) Animal may apprehend and impound any dog at large. An animal control officers may issue a citation(s) for a dog at large to the owner or responsible person of that dog at large.

(2) The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the animal control officer shall not make an arrest before issuing the notice.
(3)—The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. § 13-3899.

(C)—The owner or responsible person of the dog shall be liable for any injury to a person or damage to any property resulting from a dog at large in violation of this section.

(D)—A dogperson is not at large:

(1)—If it is engaged in obedience training, accompanied by and under the control of its owner or trainer.

(2)—While it is being used for legitimate hunting purposes.

(3)—While it is being exhibited in a sanctioned event.

(4)—If while off the premises of the owner or responsible person, it is under the owner's or responsible person's direct supervision and control or by use of a leash or other tether device directly controlled by the owner or responsible person.

(5)—If it is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person, and sufficient control is exercised by the handler.

(6)—If it is being used to control livestock.

(7)—While it is being used to assist a police officer engaged in law enforcement duties.

(E)—A dog owner or responsible person shall control the dog in a manner that prevents the dog from biting, attacking, molesting, or interfering with a person, domestic animal, fowl, poultry, pet, and/or livestock or chasing vehicles.

(F)—A person is not in violation of subsection § 90.05(EB) if when the dog:

(1)—The dog is on the owner's property and the biting, attacking, molesting, or interfering occurred after provocation from the person, domestic animal, fowl, poultry, pet, or livestock that was bit, the dog attacked, bit, molested or interfered with, or tackled, terrorized, chased, or harassed.

(2)—The dog is owned by a governmental agency and is in use for military or police work.

(3)—The dog is a service dog and the incident occurred while the dog was providing a service to the owner.

(4)—The dog was engaged in the lawful act of hunting, ranching, farming, or other agricultural purpose.
(GE) After a conviction of a violation of § 90.05(EB) involving the attacking and/or biting of a person, domestic animal, fowl, poultry, pet and/or livestock, the prosecutor may request a hearing to establish probable cause to have that the involved dog classified should be designated as an aggressive dog as follows:

1) After a first conviction, the dog may be designated by the court as an aggressive dog.

(H) If a dog is involved in two or more violations of § 90.05(E2) involving an attack and/or biting of a person, domestic animal, pet and/or livestock off the owner’s property the dog shall, upon the second or subsequent conviction, the dog may be deemed designated by the court to be as an aggressive dog, and the dog if so designated, shall be maintained in conformance with § 90.14.

(IF) An owner whose dog is deemed to be of an aggressive dog may petition the court to de-classify have the dog as aggressive dog designation removed. The petition shall request a hearing at which the owner may present facts and circumstances to the court supporting the request. While the request is pending and until the hearing officer makes a determination that the dog is not an aggressive dog, the dog shall be maintained in conformance with § 90.14.

Penalty, see § 90.99
§ 90.06 IMPOUNDMENT OF DOGS; DESTRUCTION; EMERGENCY ASSISTANCE.

(A) Any stray dog at large shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed or microchipped dog shall be kept and maintained at the Animal Control Shelter for a minimum of tenfive days, unless claimed by its owner or responsible person. An unlicensed dog shall be kept and maintained at the Animal Control Shelter for a minimum of three days. Any dog found without a tag or microchip device identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the adopting person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog shall be released for use in medical research. Animal control officers may destroy impounded sick, or injured dogs whenever the destruction is deemed by a licensed veterinarian to be necessary to prevent the dog from suffering, or to prevent the spread of disease.

(D) Any licensed impounded dog may be reclaimed by its owner or responsible person within five days of its impoundment, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, and service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession of the dog and may place the dog for adoption, or dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) A dog showing signs or symptoms of rabies, may be destroyed by a state licensed veterinarian or any other means deemed necessary to protect the public health and safety.

(F) Upon surrender of a dog by its owner or responsible person to the town for destruction, the town shall become the person responsible for the dog. Prior to the surrender, the owner or responsible person shall pay all associated fees to the town.

(G) Emergency assistance of animal. If a peace officer or animal control officer observes an animal in imminent danger of death or inhumane suffering, the peace officer or animal control officer may assist the animal as needed.

Penalty, see § 90.99
§ 90.12 EXCESSIVE BARKING DOG NOISE; NUISANCE BEHAVIOR.

(A) It shall be unlawful for a dog to:

1) Cause a disturbance to the peace and enjoyment of any reasonable person residing within the town limits by making excessive barking or other dog noise making including, but not limited to, howling, screeching, yelping, or baying. It shall be a violation of this section if excessive dog noise occurs:

   a. For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 10:00 p.m. – 8:00 a.m.; or

   b. For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.; or

   c. For any duration on at least half of the days of a ten (10) day period, and such occurrences are attested to by complaints from persons residing at two or more separate properties.

2) Engage in nuisance behavior, including but not limited to damaging, soiling, defiling, or defecating on private property other than the owner’s or on public sidewalks, trails, or recreation areas, unless such waste is immediately removed and properly disposed of by the owner or person responsible.

(B) The dog’s owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.12(A).

(C) Any person desiring to pursue civil or criminal charges against any person for a violation of subsection § 90.12(AB) above shall complete a witness statement (provided by the animal control officer or other representative of the Police Department representative) and assist in the prosecution.

(D) It shall be a defense to a violation of § 90.12(B)(1) if the owner of the dog proves by a preponderance of the evidence that the excessive dog noise resulted from being provoked by a person or otherwise being incited to make noise.
§ 90.99 VIOLATION; PENALTY.

(A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.

(B) Any person convicted of violating any provisions of §§ 90.03, 90.04, 90.08, 90.10, 90.12(B), 90.133, or 90.15 of this chapter shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed $500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.

(C) Any person convicted of violating any provision of §§ 90.05 or 90.12(AB) that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).

(D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.

(E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.
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<td>205</td>
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</tbody>
</table>
SECTION 1. The reference to Section 90.12 (Excessive Barking; Nuisance Behavior) in the Table of Contents of Chino Valley Town Code, Chapter 90 (Animals), is hereby amended as follows (deletions shown in strikethrough and additions shown in bold):

§ 90.12 Excessive barking dog noise; nuisance behavior

SECTION 2. The following definitions in Chino Valley Town Code, Chapter 90 (Animals), Section 90.02 (Definitions), are hereby amended as follows (deletions shown in strikethrough and additions shown in bold):

AGGRESSIVE DOG. A dog that causes injury or reasonable fear of attack or bodily injury by violating § 90.05(2). Any dog that has bitten, attacked or molested a person, domestic animal, fowl, poultry, pet, and/or livestock and has been deemed designated as such by a hearing officer or court of jurisdiction pursuant to § 90.05.

DOG AT LARGE. When a dog is not confined within the limits of its owner’s or responsible person’s property and not physically restrained by a leash, rope, cord, chain, or other device not more than six (6) feet in length. A dog that is not on the premises of the owner or responsible person, and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.

EXCESSIVE DOG NOISE. Frequent, habitual, or continuous barking, howling, whining, yelping, or other irritating dog noises that are audible to one or more persons occupying property in the community or neighborhood within reasonable proximity to the property where the dog is located.

NUISANCE. That which causes offense, annoyance, trouble, or injury.

Restraint. Confinement of a dog within the real property limits of its owner, or secured by a leash or lead, or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.

UNDER CONTROL. When a dog is confined within the limits of its owner’s or responsible person’s property, physically restrained by a leash, rope, cord, chain, or other device not more than six (6) feet in length, and/or under the direct supervision and control of the owner or responsible person.

SECTION 3. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.05 (Dogs at Large; Designation as Aggressive Dog), is hereby deleted in its entirety and replaced with the following:

§ 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG.

(A) It shall be unlawful for a dog to:
(1) Be at large. A dog is not at large when:

(a) Engaged in obedience training and accompanied by its owner, responsible person, or trainer.

(b) Being used for legitimate hunting purposes.

(c) Being exhibited in a sanctioned event.

(d) Being utilized as a service dog for a disabled person, or as a seeing-eye dog for a legally blind person, and the handler exercises sufficient control.

(e) Being used to control livestock.

(f) Being used to assist a police officer engaged in law enforcement duties.

(g) In a designated off-leash area in a dog park.

(2) Attack, bite, molest, tackle, terrorize, menace, chase, or harass any person, domestic animal, fowl, poultry, pet, or livestock.

(B) The dog’s owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.05(A)(1) and (2) and, in addition to any penalties under this chapter, shall be responsible for injury to any person or damage to any property caused by a dog in violation thereof.

(C) An animal control officer or police officer may apprehend and impound any dog at large. An animal control officer may issue a citation to the owner or responsible person of the dog at large. The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the animal control officer shall not make an arrest before issuing the notice. The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. § 13-3899.

(D) A person is not in violation of § 90.05(B) when the dog:

(1) Is on the owner's or responsible person’s property and the incident occurred after provocation from the person, domestic animal, fowl, poultry, pet, or livestock the dog attacked, bit, molested, tackled, terrorized, chased, or harassed.

(2) Is owned by a governmental agency and is in use for military or police work.

(3) Is a service dog, and the incident occurred while the dog was providing a service to the owner.
(4) Was engaged in the lawful act of hunting, ranching, farming, or other agricultural purpose.

(E) After a conviction of a violation of § 90.05(B), the prosecutor may request a hearing to establish that the involved dog should be designated as an aggressive dog as follows:

(1) After a first conviction, the dog may be designated by the court as an aggressive dog.

(2) After a second or subsequent conviction, the dog may be designated by the court as an aggressive dog, and if so designated, shall be maintained in conformance with § 90.14.

(F) An owner of an aggressive dog may petition the court to have the aggressive dog designation removed. The petition shall request a hearing at which the owner may present facts and circumstances to the court supporting the request. While the request is pending and until the court determines that the dog is not an aggressive dog, the dog shall be maintained in conformance with § 90.14.

Penalty, see § 90.99

SECTION 4. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.06 (Impoundment of Dogs; Destruction; Emergency Assistance), is hereby amended as follows (deletions shown in strikethrough and additions shown in **bold**):

§ 90.06 IMPOUNDMENT OF DOGS; DESTRUCTION; EMERGENCY ASSISTANCE.

(A) Any stray dog **at large** shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed or microchipped dog shall be kept and maintained at the Animal Control Shelter for a minimum of ten-five days, unless claimed by its owner or responsible person. An unlicensed dog shall be kept and maintained at the Animal Control Shelter for a minimum of three days. Any dog found without a tag or microchip device identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the adopting person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog shall be released for use in medical research. Animal control officers may destroy impounded sick, or injured dogs whenever the destruction is deemed by a licensed veterinarian to be necessary to prevent the dog from suffering, or to prevent the spread of disease.
(D) Any licensed impounded dog may be reclaimed by its owner or responsible person within five days of its impoundment, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, and service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession of the dog and may place the dog for adoption, or dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) A dog showing signs or symptoms of rabies may be destroyed by a state-licensed veterinarian or any other means deemed necessary to protect the public health and safety.

(F) Upon surrender of a dog by its owner or responsible person to the town for destruction, the town shall become the person responsible for the dog. Prior to the surrender, the owner or responsible person shall pay all associated fees to the town.

(G) Emergency assistance of animal. If a peace officer or animal control officer observes an animal in imminent danger of death or inhumane suffering, the peace officer or animal control officer may assist the animal as needed.

Penalty, see § 90.99

SECTION 5. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.12 (Excessive Dog Noise; Nuisance Behavior), is hereby amended as follows (deletions shown in strikethrough and additions shown in bold):

§ 90.12 EXCESSIVE BARKING-DOG NOISE; NUISANCE BEHAVIOR.

(A) It shall be unlawful for a dog to:

(1) Cause a disturbance to the peace and enjoyment of any reasonable person residing within the town limits by making excessive dog noise barking or other noise making including, but not limited to, howling, screeching, yelping, or baying. It shall be a violation of this section if excessive dog noise occurs:

   a. For more than fifteen (15) minutes in any twenty (20) minute period between the hours of 10:00 p.m. – 8:00 a.m.; or

   b. For more than thirty (30) minutes in any forty (40) minute period between the hours of 8:00 a.m. – 10:00 p.m.; or

   c. For any duration on at least half of the days of a ten (10) day period, and such occurrences are attested to by complaints from persons residing at two or more separate properties.
(2) Engage in nuisance behavior, including but not limited to damaging, soiling, defiling, or defecating on private property other than the owner’s or on public sidewalks, trails, or recreation areas, unless such waste is immediately removed and properly disposed of by the owner or person responsible.

(B) Any person desiring to pursue civil or criminal charges against any person for a violation of subsection (A) above, shall complete a witness statement (provided by the animal control officer or other representative of the Police Department) and assist in the prosecution. The dog’s owner or responsible person shall control the dog in a manner that ensures it does not violate § 90.12(A).

(C) Any person desiring to pursue civil or criminal charges against any person for a violation of § 90.12(B) shall complete a witness statement (provided by the animal control officer or other Police Department representative) and assist in the prosecution.

(D) It shall be a defense to a violation of § 90.12(B)(1) if the owner of the dog proves by a preponderance of the evidence that the excessive dog noise resulted from being provoked by a person or otherwise being incited to make noise.

SECTION 6. The Chino Valley Town Code, Chapter 90 (Animals), Section 90.99 (Violation; Penalty), is hereby amended as follows (deletions shown in strikethrough and additions shown in bold):

§ 90.99 VIOLATION; PENALTY.

(A) Any person convicted of violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, punishable as set forth in § 10.99 of this Code.

(B) Any person convicted of violating any provisions of §§ 90.03, 90.04, 90.08, 90.10, 90.12(B), 90.13, or 90.15 of this chapter shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed $500, imprisonment for a period not to exceed 30 days, or by any combination of such fine and imprisonment.

(C) Any person convicted of violating any provision of §§ 90.05 or 90.12(A)(B) that does not involve biting or attacking shall be guilty of a civil offense punishable as set forth in § 10.99 of this Code and subject to the habitual offender provisions set forth in § 10.99(D).

(D) Any person convicted of violating any provision of § 90.05 that involves biting or attacking shall be guilty of a Class 3 misdemeanor, punishable as set forth in subsection (B) of this section.
(E) Any fine, fee or monetary restitution amount assessed for loss of property due to the unlawful actions of a dog may be ordered by the court at the time of sentencing if payment was not received prior to sentencing.
AGENDA ITEM #

ITEM TYPE:
Consent

MEETING DATE: February 14, 2023

CONTACT PERSON: Erin Deskins, Town Clerk

AGENDA ITEM TITLE:
Consideration and possible action to approve the Council Entity Appointments.

SUMMARY:
This item is coming back to Council for re-approval after discovering a discrepancy in the original document provided in the January 24, 2023, meeting packet. An amendment was made to appoint Vice-Mayor Granillo as Representative and Councilmember McCafferty as Alternate to the Upper Verde River Watershed Protection Coalition (UVRWPC)

STAFF RECOMMENDATION:
Approve the Council Entity Appointments.

FISCAL IMPACT?
No

Attachments
1) GOV Entity appointments, 2023
<table>
<thead>
<tr>
<th>ENTITY</th>
<th>REP</th>
<th>APPOINTED DATE</th>
<th>ALT</th>
<th>APPOINTED DATE</th>
<th>CURRENT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) UVRWPC Technical Advisory Committee (TAC)</td>
<td>Consultant Mark Holmes</td>
<td>1/24/2023</td>
<td>Assistant Town Engineer</td>
<td>1/24/2023</td>
<td>Position typically filled by staff members and/or technical community members</td>
</tr>
<tr>
<td>d) NAMWUA Technical Advisory Committee (TAC)</td>
<td>Consultant Mark Holmes</td>
<td>9/1/2018</td>
<td>Town Engineer</td>
<td>12/11/2018</td>
<td>Position typically filled by staff members and/or technical community members</td>
</tr>
<tr>
<td>f) CYMPO Technical Advisory Committee (TAC)</td>
<td>Town Engineer</td>
<td>6/28/2011</td>
<td>Assistant Town Engineer</td>
<td>12/11/2018</td>
<td>Position typically filled by staff members and/or technical community members</td>
</tr>
<tr>
<td>g) Northern Arizona Council of Governments (NACOG) Regional Council</td>
<td>Mayor Jack Miller</td>
<td>1/26/2021</td>
<td>Vice-Mayor Eric Granillo</td>
<td>9/28/2021</td>
<td>Position typically filled by elected official.</td>
</tr>
<tr>
<td>h) Greater Arizona Mayors Association (GAMA)</td>
<td>Mayor Jack Miller</td>
<td>1/26/2021</td>
<td>Vice-Mayor Eric Granillo</td>
<td>1/24/2023</td>
<td>Position typically filled by mayor; alternate typically filled by Vice-Mayor.</td>
</tr>
<tr>
<td>i) League Resolutions Committee</td>
<td>Mayor Jack Miller</td>
<td>1/26/2021</td>
<td>Vice-Mayor Eric Granillo</td>
<td>9/28/2021</td>
<td>Position typically filled by mayor; alternate typically filled by Vice-Mayor.</td>
</tr>
<tr>
<td>j) Yavapai Regional Medical Center (YRMC) Council of Electors</td>
<td>Mayor Jack Miller</td>
<td>1/26/2021</td>
<td>Vice-Mayor Eric Granillo</td>
<td>1/24/2023</td>
<td>Position typically filled by elected official.</td>
</tr>
<tr>
<td>l) Arizona Municipal Risk Retention Pool (AMRRP)</td>
<td>Town Manager Cindy Blackmore</td>
<td>2/1/2021</td>
<td>HR Director Laura Kyriakakis</td>
<td>1/10/2017</td>
<td>Appointee may be elected official or staff member, who may participate in nominations for this board.</td>
</tr>
<tr>
<td>ENTITY</td>
<td>REP</td>
<td>APPOINTED DATE</td>
<td>ALT</td>
<td>APPOINTED DATE</td>
<td>CURRENT STATUS</td>
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<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>m) Yavapai Combined Trust (YCT)</td>
<td>HR Director, Laura Kyriakakis</td>
<td>3/27/2012</td>
<td>HR Analyst Tiffany Resendez</td>
<td>3/13/2018</td>
<td>Positions typically filled by staff members.</td>
</tr>
<tr>
<td>n) Liaison to Chino Valley Fire District (CVFD) Board</td>
<td>Mayor Jack Miller</td>
<td>10/13/2015</td>
<td>Councilmember Annie Perkins</td>
<td>1/26/2021</td>
<td>First-time position in 2013.</td>
</tr>
<tr>
<td>o) Prescott Regional Airport Master Plan Committee-Planning Advisory Committee (MPAC)</td>
<td>Councilmember Annie Perkins</td>
<td>1/24/2023</td>
<td>Councilmember Bob Schacherer</td>
<td>1/24/2023</td>
<td>Committee was established in October 2016.</td>
</tr>
<tr>
<td>p) Yavapai County Unified Emergency Management Advisory Committee</td>
<td>Police Chief Chuck Wynn</td>
<td>12/11/2018</td>
<td>Police Lt. Randy Chapman</td>
<td>12/11/2018</td>
<td>Position may be filled by elected official or staff member (as of 9/6/18, MOU is not approved)</td>
</tr>
</tbody>
</table>

Rev. 2-7-23
<table>
<thead>
<tr>
<th>DESCRIPTION OF ENTITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a)</strong> <strong>UVRWPC</strong> consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.</td>
</tr>
<tr>
<td><strong>b)</strong> Technical Advisory Committee under <strong>UVRWPC</strong>.</td>
</tr>
<tr>
<td><strong>c)</strong> <strong>NAMWUA</strong> was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.</td>
</tr>
<tr>
<td><strong>d)</strong> Technical Advisory Committee under <strong>NAMWUA</strong>.</td>
</tr>
<tr>
<td><strong>e)</strong> <strong>CYMPO</strong> is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.</td>
</tr>
<tr>
<td><strong>f)</strong> Technical Advisory Committee under <strong>CYMPO</strong>.</td>
</tr>
<tr>
<td><strong>g)</strong> <strong>NACOG</strong> is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.</td>
</tr>
<tr>
<td><strong>h)</strong> <strong>GAMA</strong> was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.</td>
</tr>
<tr>
<td><strong>i)</strong> The League <strong>Resolutions Committee</strong> meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League’s Annual Business Meeting and became the League’s Policy Statement for the next legislative session.</td>
</tr>
<tr>
<td><strong>j)</strong> <strong>YRMC</strong> Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.</td>
</tr>
<tr>
<td><strong>k)</strong> Chino Valley Area <strong>Chamber of Commerce</strong> exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ENTITIES**

**l)** **AMRRP**, a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members’ resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.
### Table

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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>m)</td>
<td><strong>YCT</strong> is the entity through whom the Town contracts with for medical insurance for its employees.</td>
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<tr>
<td>n)</td>
<td><strong>CVFD</strong> is the local fire district, a special taxing district (not part of the Town government).</td>
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<tr>
<td>o)</td>
<td>The MPAC supports the Prescott Municipal Airport and provides local insight and acts as a link between their respective citizens and the planning team.</td>
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<tr>
<td>p)</td>
<td>The YCUEMAC provides Yavapai County citizens with information associated with emergency management, to minimize losses from disasters and enhance and protect the citizens' quality of life; and advise the Yavapai County Office of Emergency Management.</td>
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Rev. 8-26-21
<table>
<thead>
<tr>
<th>ENTITY</th>
<th>CONTACT</th>
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<tbody>
<tr>
<td>Yavapai County Water Advisory Committee (WAC)</td>
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<tr>
<td>WAC Technical Advisory Committee (TAC)</td>
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<tr>
<td>Upper Verde River Watershed Protection Coalition (UVRWPC)</td>
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<tr>
<td>UPRWPC Technical Advisory Committee (TAC)</td>
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<tr>
<td>Northern Arizona Municipal Water User's Association (NAMWUA)</td>
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<td>NAMWUA Technical Advisory Committee (TAC)</td>
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<tr>
<td>Central Yavapai Metropolitan Planning Organization (CYMPO)</td>
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<td>CYMPO Technical Advisory Committee (TAC)</td>
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<tr>
<td>Northern Arizona Council of Governments (NACOG) Regional Council</td>
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<tr>
<td>NACOG Economic Development Committee</td>
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<tr>
<td>Greater Arizona Mayors Association (GAMA)</td>
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<tr>
<td>League Resolutions Committee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yavapai Regional Medical Center (YRMC) Council of Electors</td>
<td>Jackie Kendig (replaced Kathy White)</td>
<td>771-5768</td>
<td></td>
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<tr>
<td>Chamber of Commerce</td>
<td></td>
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<tr>
<td>Arizona Municipal Risk Retention Pool (AMRRP)</td>
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<tr>
<td>Yavapai Gala Centennial Committee</td>
<td></td>
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<tr>
<td>Central Arizona Partnership (CAP) Regional Economic Development (RED) Team</td>
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</tbody>
</table>
AGENDA ITEM #aITEM TYPE: General

MEETING DATE: February 14, 2023

CONTACT PERSON: Joe Duffy, Administrative Services Director

AGENDA ITEM TITLE:
Consideration and possible action to approve the Financial Report for the six-month period ending December 31, 2022.

SUMMARY:
The Finance Department prepares Quarterly Financial Reports for the Mayor, Council, Staff and Community. Upon Council approval, the reports will be posted on the Town’s website. The report includes the following sections:

- Revenue and Expense Summary – This section details the Revenues and Expenditures of each fund. Year-to-date figures are compared to the prior year-to-date and current year’s annual budget.
- Major Revenue Summary – This section details the year-to-date figures for the Town’s major revenue sources that account for approximately 75% of the Town’s annual revenue.
- Other Information – This section details other pertinent financial and statistical information including the amount of contingency funds expended year-to-date and the annual debt summary.

STAFF RECOMMENDATION:

FISCAL IMPACT?
No

Attachments
Town of Chino Valley
Arizona

Financial Report

To The Town Council

For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

* Tentative and Preliminary prior to annual audit
<table>
<thead>
<tr>
<th>General Fund Revenues by Category</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise Taxes</td>
<td>$32,655</td>
<td>$148,738</td>
<td>$116,083</td>
<td>355%</td>
<td>$141,500</td>
<td>105%</td>
</tr>
<tr>
<td>Tax Revenues</td>
<td>$3,721,404</td>
<td>$4,338,179</td>
<td>$616,775</td>
<td>17%</td>
<td>$7,910,900</td>
<td>55%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>$252,559</td>
<td>$216,388</td>
<td>$(36,171)</td>
<td>-14%</td>
<td>$562,500</td>
<td>38%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$2,249,782</td>
<td>$2,863,377</td>
<td>$613,595</td>
<td>27%</td>
<td>$5,674,500</td>
<td>50%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>$33,907</td>
<td>$52,207</td>
<td>$18,300</td>
<td>54%</td>
<td>$124,500</td>
<td>42%</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>$57,175</td>
<td>$73,266</td>
<td>$16,091</td>
<td>28%</td>
<td>$162,500</td>
<td>45%</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>$40,547</td>
<td>$10,899</td>
<td>$(29,648)</td>
<td>-73%</td>
<td>$6,000</td>
<td>182%</td>
</tr>
<tr>
<td>Contributions and Donations</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>$1,500</td>
<td>0%</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>$565</td>
<td>$142,568</td>
<td>$142,003</td>
<td>2513%</td>
<td>$2,000</td>
<td>712%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>$200,000</td>
<td>$200,000</td>
<td>-</td>
<td>0%</td>
<td>$400,000</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$6,588,594</strong></td>
<td><strong>8,045,622</strong></td>
<td><strong>$1,457,028</strong></td>
<td><strong>22%</strong></td>
<td><strong>$14,985,900</strong></td>
<td><strong>54%</strong></td>
</tr>
</tbody>
</table>

Total revenues for the General Fund are up $1,457,028 or 22% over the previous fiscal year. Franchise Taxes are up due to an increase in Electric Franchise Fee collections. Tax Revenues are up 17% primarily due to increased sales tax collections. Intergovernmental Revenues are up 27% due to increased distributions for State Shared Income Tax. Investment Earnings are up due to higher interest earnings. Licenses and Permits are down due to a decrease in building permits.
### Town of Chino Valley

**Revenue and Expense Summary**

For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

<table>
<thead>
<tr>
<th>General Fund Expenditures by Department</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022-23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prosecutor</td>
<td>$60,056</td>
<td>$63,791</td>
<td>$3,735</td>
<td>6%</td>
<td>$139,900</td>
<td>46%</td>
</tr>
<tr>
<td>Town Clerk</td>
<td>$113,101</td>
<td>$133,521</td>
<td>$20,420</td>
<td>18%</td>
<td>$296,400</td>
<td>45%</td>
</tr>
<tr>
<td>Town Manager</td>
<td>$268,289</td>
<td>$323,439</td>
<td>$55,150</td>
<td>21%</td>
<td>$682,600</td>
<td>47%</td>
</tr>
<tr>
<td>Human Recources</td>
<td>$145,971</td>
<td>$150,462</td>
<td>$4,491</td>
<td>3%</td>
<td>$355,100</td>
<td>42%</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>$147,526</td>
<td>$173,135</td>
<td>$25,609</td>
<td>17%</td>
<td>$363,500</td>
<td>48%</td>
</tr>
<tr>
<td>Finance</td>
<td>$260,241</td>
<td>$245,011</td>
<td>$(15,230)</td>
<td>-6%</td>
<td>$539,500</td>
<td>45%</td>
</tr>
<tr>
<td>Management Information Systems</td>
<td>$123,680</td>
<td>$204,690</td>
<td>$81,010</td>
<td>66%</td>
<td>$434,200</td>
<td>47%</td>
</tr>
<tr>
<td>Mayor and Council</td>
<td>$19,953</td>
<td>$38,962</td>
<td>$19,009</td>
<td>95%</td>
<td>$63,300</td>
<td>62%</td>
</tr>
<tr>
<td>Planning</td>
<td>$136,154</td>
<td>$258,177</td>
<td>$132,023</td>
<td>97%</td>
<td>$632,500</td>
<td>42%</td>
</tr>
<tr>
<td>Building Inspection</td>
<td>$168,602</td>
<td>$195,416</td>
<td>$26,814</td>
<td>16%</td>
<td>$493,400</td>
<td>40%</td>
</tr>
<tr>
<td>Police</td>
<td>$1,805,508</td>
<td>$1,977,950</td>
<td>$172,442</td>
<td>10%</td>
<td>$4,526,800</td>
<td>44%</td>
</tr>
<tr>
<td>Animal Control</td>
<td>$88,846</td>
<td>$106,313</td>
<td>$17,467</td>
<td>20%</td>
<td>$280,600</td>
<td>38%</td>
</tr>
<tr>
<td>Recreation</td>
<td>$90,910</td>
<td>$107,340</td>
<td>$16,430</td>
<td>18%</td>
<td>$257,300</td>
<td>42%</td>
</tr>
<tr>
<td>Library</td>
<td>$181,094</td>
<td>$205,343</td>
<td>$24,249</td>
<td>13%</td>
<td>$426,300</td>
<td>48%</td>
</tr>
<tr>
<td>Senior Center</td>
<td>$189,471</td>
<td>$208,038</td>
<td>$18,567</td>
<td>10%</td>
<td>$563,600</td>
<td>37%</td>
</tr>
<tr>
<td>Parks Maintenance</td>
<td>$410,635</td>
<td>$308,294</td>
<td>$(102,341)</td>
<td>-25%</td>
<td>$809,500</td>
<td>38%</td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>$93,309</td>
<td>$80,239</td>
<td>$(13,070)</td>
<td>-14%</td>
<td>$256,800</td>
<td>31%</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$207,148</td>
<td>$289,345</td>
<td>$82,197</td>
<td>40%</td>
<td>$941,800</td>
<td>31%</td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>$127,847</td>
<td>$151,509</td>
<td>$23,662</td>
<td>19%</td>
<td>$392,400</td>
<td>39%</td>
</tr>
<tr>
<td>Engineering</td>
<td>$161,707</td>
<td>$318,432</td>
<td>$156,725</td>
<td>97%</td>
<td>$652,300</td>
<td>49%</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>$1,418,977</td>
<td>$2,185,495</td>
<td>$766,518</td>
<td>54%</td>
<td>$6,174,700</td>
<td>35%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$6,219,025</strong></td>
<td><strong>$7,734,902</strong></td>
<td><strong>$1,515,877</strong></td>
<td><strong>24%</strong></td>
<td><strong>$19,282,500</strong></td>
<td><strong>40%</strong></td>
</tr>
</tbody>
</table>

| Total Revenue Over (Under) Total Expenditures | $369,569 | $310,720 | $(58,849) | $(4,296,600) |

**GENERAL FUND (Continued)**

Total General Fund Expenditures are up by $1,515,817 or 24% compared to last fiscal year due to the budgeted increase in transfers to the CIP · Roads Fund. Each department should be under 50% of budget. Through December, on average, the departments are currently at 40%.
### Town of Chino Valley

**Revenue and Expense Summary**

**For the Six Months Ending December 31, 2022, 50% of the Fiscal Year**

<table>
<thead>
<tr>
<th>Highway User Revenue Fund (HURF)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actual Year to Date FY 2021-22</strong></td>
<td>615,373</td>
<td>677,151</td>
<td>61,778</td>
<td>10%</td>
<td>1,363,500</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Trans From General Fund</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>AZ Cares Act Transfer</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td>829,415</td>
<td>458,441</td>
<td>(370,974)</td>
<td>-45%</td>
<td>1,500,500</td>
<td>31%</td>
</tr>
<tr>
<td>Road Maintenance</td>
<td>-</td>
<td>100,000</td>
<td>-</td>
<td>-</td>
<td>200,000</td>
<td>50%</td>
</tr>
<tr>
<td>Transfers to CIP Roads</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>829,415</td>
<td>558,441</td>
<td>2,104,338</td>
<td>254%</td>
<td>1,700,500</td>
<td>33%</td>
</tr>
<tr>
<td><strong>Total Revenue Over (Under) Total</strong></td>
<td>(214,042)</td>
<td>118,710</td>
<td>432,752</td>
<td>-</td>
<td>(337,000)</td>
<td>-</td>
</tr>
</tbody>
</table>

Total HURF Revenues are up 10% over the prior fiscal year. Road Maintenance operating expenses are down by 45% compared to prior fiscal year but will be on budget once the two equipment purchases are completed next quarter.

### Water Enterprise Fund

| Total Revenues | 453,417 | 432,749 | (20,668) | -5% | 1,017,400 | 43% |

Expenditures

| Water Utility Operations | 367,001 | 391,903 | 24,902 | $936,100 |
| Debt Service/Reserve     | 10,065  | 5,088   | (4,977) | $37,200  |

Total Expenditures

| 377,066 | 396,991 | 19,925 | 5% | 973,300 | 41% |

Total Revenue Over (Under) Total Expenditures

| 76,351 | 35,758 | (40,593) | $44,100 |

Total Water Enterprise Fund Revenues are down 60% in Water Buy-In Fees. Water Service Revenue is up 9%. Total expenditures are up 5%.

### Sewer Enterprise Fund

| Total Revenue | 969,560 | 1,000,202 | 30,642 | 3% | 2,134,500 | 47% |

Expenditures

| Sewer         | 622,977 | 533,622 | (89,355) | $1,386,100 |
| Debt Service/Reserve/Capital | - | - | - | $874,800  |

Total Expenditures

| 622,977 | 533,622 | (89,355) | $2,260,900 | 24% |

Total Revenue Over (Under) Total Expenditures

| 346,583 | 466,580 | 119,997 | $126,400 |

Total Sewer Enterprise Fund Revenues are up 3% due to a slight increase in Sewer Service Fees. Sewer Buy-in fees are down 31%. Total expenditures are down 14%.
## Town of Chino Valley
### Revenue and Expense Summary
**For the Six Months Ending December 31, 2022, 50% of the Fiscal Year***

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPITAL IMPROVEMENT FUND - G</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue</td>
<td>$1,240,831</td>
<td>$1,446,060</td>
<td>$205,229</td>
<td>17%</td>
<td>$2,649,800</td>
<td></td>
</tr>
<tr>
<td>Police Department Loan Funds</td>
<td>$7,180,739</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>Misc. Capital Projects</td>
<td>$ -</td>
<td>$250,000</td>
<td>$250,000</td>
<td>10%</td>
<td>$500,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From General Fund</td>
<td>$ -</td>
<td>$ -</td>
<td>$250,000</td>
<td>10%</td>
<td>$120,000</td>
<td></td>
</tr>
<tr>
<td>Yavapai Drainage District</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$8,421,570</td>
<td>$1,696,060</td>
<td>$(6,725,510)</td>
<td>-80%</td>
<td>$5,269,800</td>
<td>32%</td>
</tr>
<tr>
<td>Yavapai Drainage District</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>$120,000</td>
<td></td>
</tr>
<tr>
<td>Police Building</td>
<td>$707,571</td>
<td>$2,191,705</td>
<td>$1,484,134</td>
<td>62%</td>
<td>$4,700,000</td>
<td></td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>$120,668</td>
<td>$166,292</td>
<td>$45,624</td>
<td>39%</td>
<td>$2,986,000</td>
<td></td>
</tr>
<tr>
<td>Transfers</td>
<td>$1,557,739</td>
<td>$892,248</td>
<td>$(665,491)</td>
<td>-36%</td>
<td>$1,784,500</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$2,385,978</td>
<td>$3,250,245</td>
<td>$864,267</td>
<td>34%</td>
<td>$9,590,500</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue Over (Under) Total Expenditures</strong></td>
<td>$6,035,592</td>
<td>$(1,554,185)</td>
<td>$(7,589,777)</td>
<td>$(4,320,700)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Capital Improvement Fund Tax Revenues are up 17% over last fiscal year. Expenditures are up 36% due primarily due to the construction of the new police department.*

### CAPITAL IMPROVEMENT FUND - Roads

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>OHM Land Sales</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Transfer From Capital Improvement</td>
<td>$553,750</td>
<td>-</td>
<td>$(553,750)</td>
<td>-39%</td>
<td>$1,200,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From General Fund</td>
<td>$923,750</td>
<td>$1,550,000</td>
<td>$626,250</td>
<td>41%</td>
<td>$3,100,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From HURF</td>
<td>$450,000</td>
<td>$100,000</td>
<td>$(350,000)</td>
<td>-66%</td>
<td>$200,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$1,927,500</td>
<td>$1,650,000</td>
<td>$(277,500)</td>
<td>-14%</td>
<td>$3,300,000</td>
<td>50%</td>
</tr>
<tr>
<td>Rodeo Drive @ OHM</td>
<td>$1,211,247</td>
<td>$381,643</td>
<td>$(829,604)</td>
<td>-69%</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Road 2 North</td>
<td>$677,803</td>
<td>-</td>
<td>$(677,803)</td>
<td>-99%</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Reconstruct Local Steets</td>
<td>$ -</td>
<td>$56,735</td>
<td>$56,735</td>
<td>37%</td>
<td>$500,000</td>
<td></td>
</tr>
<tr>
<td>E Rd 1 S From St Rt 89</td>
<td>$ -</td>
<td>-</td>
<td>$200,000</td>
<td>40%</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$1,889,050</td>
<td>$438,378</td>
<td>$(1,450,672)</td>
<td>-77%</td>
<td>$2,500,000</td>
<td>18%</td>
</tr>
<tr>
<td><strong>Total Revenue Over (Under) Total Expenditures</strong></td>
<td>$38,450</td>
<td>$1,211,622</td>
<td>$1,173,172</td>
<td>$800,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Capital Improvement Fund for Roads keeps track of major road projects to be completed each year. Funding is transferred into the fund from the General Fund and HURF Fund monthly.*

---

*Page 71 of 93*
<table>
<thead>
<tr>
<th></th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPITAL IMPROVEMENT FUND - Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OHM Land Sales</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>-</td>
<td>$ 2,000,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From Capital Improvement</td>
<td>$ 127,500</td>
<td>$</td>
<td>$ (127,500)</td>
<td>-</td>
<td>$ 100,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From Water Enterprise</td>
<td>$ 50,000</td>
<td>$ 50,000</td>
<td>$</td>
<td>-</td>
<td>$ 150,000</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 177,500</td>
<td>$ 50,000</td>
<td>$ (127,500)</td>
<td>-72%</td>
<td>$ 2,100,000</td>
<td>2%</td>
</tr>
<tr>
<td>OHM Capital Projects</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 2,000,000</td>
<td></td>
</tr>
<tr>
<td>Backup Generator North Campus</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 46,000</td>
<td></td>
</tr>
<tr>
<td>Backup Generator YC Well</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 49,000</td>
<td></td>
</tr>
<tr>
<td>Paint Bright Star Well</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 27,000</td>
<td></td>
</tr>
<tr>
<td>Equipment Polebarn</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 15,000</td>
<td></td>
</tr>
<tr>
<td>New Fill Station</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 65,000</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 2,220,000</td>
<td>0%</td>
</tr>
<tr>
<td>Total Revenue Over (Under) Total Expenditures</td>
<td>$ 177,500</td>
<td>$ 50,000</td>
<td>$ (127,500)</td>
<td></td>
<td>(102,000)</td>
<td></td>
</tr>
</tbody>
</table>

The Capital improvement Fund for Water keeps track of major water projects to be completed each year. Funding is transferred into the fund from the Water Enterprise Fund monthly.

<table>
<thead>
<tr>
<th></th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPITAL IMPROVEMENT FUND - Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIFA Reserve and Replacement</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 400,000</td>
<td></td>
</tr>
<tr>
<td>WIFA Loan Proceeds</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 3,500,000</td>
<td></td>
</tr>
<tr>
<td>Transfer From Sewer Enterprise</td>
<td>$ 172,500</td>
<td>$ 125,000</td>
<td>$ (47,500)</td>
<td>-28%</td>
<td>$ 250,000</td>
<td>3%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 172,500</td>
<td>$ 125,000</td>
<td>$ (47,500)</td>
<td>-28%</td>
<td>$ 4,150,000</td>
<td></td>
</tr>
<tr>
<td>WTP Equilization Basin</td>
<td>$ 3,182</td>
<td>$ 45,057</td>
<td>$ 45,057</td>
<td></td>
<td>$ 1,100,000</td>
<td></td>
</tr>
<tr>
<td>New Building Aprons and Fence</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 250,000</td>
<td></td>
</tr>
<tr>
<td>Turbine Blowers</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 15,000</td>
<td></td>
</tr>
<tr>
<td>Equipment Pole Barn</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 50,000</td>
<td></td>
</tr>
<tr>
<td>Rotomat Repair</td>
<td>$ 12,200</td>
<td>-</td>
<td>$ (12,200)</td>
<td>-</td>
<td>$ 900,000</td>
<td></td>
</tr>
<tr>
<td>Screw Press</td>
<td>$ 206,398</td>
<td>$ 63,179</td>
<td>$ (143,219)</td>
<td>-</td>
<td>$ 50,000</td>
<td></td>
</tr>
<tr>
<td>Plant Expansion Engineering</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$ 900,000</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$ 221,780</td>
<td>$ 108,236</td>
<td>$ (113,544)</td>
<td>-50%</td>
<td>$ 2,315,000</td>
<td>5%</td>
</tr>
<tr>
<td>Total Revenue Over (Under) Total Expenditures</td>
<td>$ (49,280)</td>
<td>$ 16,764</td>
<td>$ 62,862</td>
<td></td>
<td>$ 1,835,000</td>
<td></td>
</tr>
</tbody>
</table>

The Capital improvement Fund for Sewer keeps track of major sewer projects to be completed each year. Funding is transferred into the fund monthly.
### Town of Chino Valley

#### Revenue and Expense Summary

For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

<table>
<thead>
<tr>
<th>OTHER MINOR FUNDS</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Minor Funds - Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDBG Grant</td>
<td>$141,740</td>
<td>$105,511</td>
<td>$(36,229)</td>
<td>$349,000</td>
<td>$3,500,000</td>
<td></td>
</tr>
<tr>
<td>Grants Fund</td>
<td>$12,055</td>
<td>$13,295</td>
<td>$1,240</td>
<td>$24,500</td>
<td>$24,500</td>
<td></td>
</tr>
<tr>
<td>Special Revenue Fund Court</td>
<td>$5,046</td>
<td>$166,837</td>
<td>$(161,791)</td>
<td>$254,000</td>
<td>$254,000</td>
<td></td>
</tr>
<tr>
<td>Capital Asset Replacement</td>
<td>$6,845</td>
<td>$7,120</td>
<td>$275</td>
<td>$12,000</td>
<td>$12,000</td>
<td></td>
</tr>
<tr>
<td>Special Revenue Fund PD</td>
<td>$1,918</td>
<td>$2,198</td>
<td>$280</td>
<td>$4,100</td>
<td>$4,100</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$167,604</td>
<td>$294,961</td>
<td>$127,357</td>
<td>76%</td>
<td>$5,628,600</td>
<td>5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ALL FUNDS</th>
<th>Actual Year to Date FY 2021-22</th>
<th>Actual Year to Date FY 2022-23</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>% FY 2022-23 / FY 2021-22</th>
<th>Annual Budget FY 2022/23</th>
<th>% of Budget YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue All Funds</td>
<td>$19,493,618</td>
<td>$13,971,744</td>
<td>$(5,521,874)</td>
<td>-28%</td>
<td>$39,949,700</td>
<td>35%</td>
</tr>
<tr>
<td>Total Expenditures All Funds</td>
<td>$12,714,982</td>
<td>$13,576,781</td>
<td>$864,854</td>
<td>7%</td>
<td>$50,141,200</td>
<td>27%</td>
</tr>
<tr>
<td>Total Revenue Over (Under) Total Expenditures All Funds</td>
<td>$6,778,636</td>
<td>$394,964</td>
<td>$(6,383,606)</td>
<td></td>
<td>$(10,191,500)</td>
<td></td>
</tr>
</tbody>
</table>

(1) Budget does not include Carryover Amounts from Prior Fiscal Years
(2) Year to date amounts include actual expenditures paid to date.
Town of Chino Valley  
Major Revenue Summary  
For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

<table>
<thead>
<tr>
<th></th>
<th>Actual Year to Date FY 2021-22</th>
<th>Annual Budget FY 2022-23</th>
<th>Actual Year to Date FY 2022-23</th>
<th>% of Budget YTD</th>
<th>Net Change FY 2022-23 / FY 2021-22</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Sales Tax Retail</td>
<td>$3,263,098</td>
<td>$6,934,300</td>
<td>$3,807,939</td>
<td>55%</td>
<td>$544,841</td>
<td>17%</td>
</tr>
<tr>
<td>Vehicle License Tax</td>
<td>$502,075</td>
<td>$1,079,000</td>
<td>$534,963</td>
<td>50%</td>
<td>$32,888</td>
<td>7%</td>
</tr>
<tr>
<td>State Shared Sales Tax</td>
<td>$820,528</td>
<td>$1,864,000</td>
<td>$953,379</td>
<td>51%</td>
<td>$132,851</td>
<td>16%</td>
</tr>
<tr>
<td>State Shared Income Tax</td>
<td>$841,481</td>
<td>$2,513,000</td>
<td>$1,279,727</td>
<td>51%</td>
<td>$438,246</td>
<td>52%</td>
</tr>
<tr>
<td>Highway User Revenue</td>
<td>$615,899</td>
<td>$1,360,000</td>
<td>$664,365</td>
<td>49%</td>
<td>$48,466</td>
<td>8%</td>
</tr>
<tr>
<td>Water Service Fees</td>
<td>$336,160</td>
<td>$670,400</td>
<td>$365,806</td>
<td>55%</td>
<td>$29,646</td>
<td>9%</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>$1,087,699</td>
<td>$2,328,400</td>
<td>$1,266,880</td>
<td>54%</td>
<td>$179,181</td>
<td>16%</td>
</tr>
<tr>
<td>Sewer Service Fees</td>
<td>$862,273</td>
<td>$1,740,000</td>
<td>$881,618</td>
<td>51%</td>
<td>$19,345</td>
<td>2%</td>
</tr>
</tbody>
</table>

**Major Revenues Y.T.D.**  
$8,329,213  $18,489,100  $9,754,677  53%  $1,425,464  17%

Total Revenue All Funds  
$19,493,618  $39,949,700  $13,971,744  35%  $(5,521,874)  -28%

43%  45%  70%

The Major Revenues are up $1,425,464 or 17% over the prior fiscal year. Town Sales Tax Retail is up 17% . State Shared Income Tax is up 52% due to a significant increased distribution from the state. YTD Revenue are down 28% due to the timing of Federal CLFRF funding and Police Department Loan Funds.
### Contingency Funds Budget

For the Six Months Ending December 31, 2022, 50% of the Fiscal Year*

<table>
<thead>
<tr>
<th></th>
<th>Actual Year to Date FY 2022-23</th>
<th>Annual Budget FY 2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Budget</td>
<td>$</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>Police Car Replacement</td>
<td>$ 142,317</td>
<td></td>
</tr>
<tr>
<td>Industrial Commission of AZ</td>
<td>$ 34,720</td>
<td></td>
</tr>
<tr>
<td>General Fund Balance</td>
<td>$ 177,037</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>HURF Fund Budget</td>
<td>$ -</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Water Fund Budget</td>
<td>$ -</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>Sewer Fund Budget</td>
<td>$ -</td>
<td>$ 75,000</td>
</tr>
<tr>
<td><strong>Total Contingency Fund</strong></td>
<td>$ -</td>
<td>$ 775,000</td>
</tr>
</tbody>
</table>

---

### Town of Chino Valley

Annual Debt Service Summary By Fund

Fiscal Year Ended June 30, 2023

<table>
<thead>
<tr>
<th>Debt Issue</th>
<th>Date Issued</th>
<th>Original Amount</th>
<th>Outstanding Amount as of June 30, 2022</th>
<th>FY 2023 Principal</th>
<th>FY 2023 Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Government</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refunding Obligations 2021</td>
<td>11/10/2021</td>
<td>$ 7,023,845</td>
<td>$ 7,023,845</td>
<td>$ 702,385</td>
<td>$ 316,074</td>
</tr>
<tr>
<td>Police Department 2021</td>
<td>11/10/2021</td>
<td>$ 6,155,000</td>
<td>$ 6,155,000</td>
<td>$ 125,000</td>
<td>$ 238,450</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 13,178,845</td>
<td>$ 13,178,845</td>
<td>$ 827,385</td>
<td>$ 554,524</td>
</tr>
<tr>
<td><strong>Water Enterprise Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refunding Obligations 2021</td>
<td>11/10/2021</td>
<td>$ 226,154</td>
<td>$ 226,154</td>
<td>$ 22,615</td>
<td>$ 10,177</td>
</tr>
<tr>
<td><strong>Sewer Enterprise Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIFA 2007</td>
<td>1/10/2007</td>
<td>$ 1,580,000</td>
<td>$ 497,884</td>
<td>$ 94,225</td>
<td>$ 11,130</td>
</tr>
<tr>
<td>WIFA 2008</td>
<td>1/11/2008</td>
<td>$ 4,853,000</td>
<td>$ 1,893,207</td>
<td>$ 294,055</td>
<td>$ 45,000</td>
</tr>
<tr>
<td>WIFA 2014</td>
<td>12/30/2014</td>
<td>$ 2,963,671</td>
<td>$ 2,057,503</td>
<td>$ 140,068</td>
<td>$ 38,540</td>
</tr>
<tr>
<td>WIFA 2015</td>
<td>11/23/2015</td>
<td>$ 4,250,646</td>
<td>$ 3,434,659</td>
<td>$ 157,376</td>
<td>$ 76,820</td>
</tr>
<tr>
<td>WIFA 2017</td>
<td>2/27/2017</td>
<td>$ 292,659</td>
<td>$ 234,228</td>
<td>$ 12,192</td>
<td>$ 5,384</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 13,948,976</td>
<td>$ 8,117,481</td>
<td>$ 697,916</td>
<td>$ 176,854</td>
</tr>
<tr>
<td><strong>Total Town of Chino Valley Debt</strong></td>
<td></td>
<td>$ 27,353,975</td>
<td>$ 21,522,480</td>
<td>$ 1,547,916</td>
<td>$ 741,555</td>
</tr>
</tbody>
</table>
AGENDA ITEM TITLE:
Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Building Advisory Board per recommendation of the Appointments Subcommittee.

SUMMARY:
The Council Appointments Subcommittee met on January 18, 2023, to review applications and make recommendations for the Planning and Zoning Commission and the newly created Building Advisory Board. Staff received nine applications to fill five expiring terms for Planning and Zoning, and six applications to fill five vacant seats on the Building Advisory Board. Based on the review of all applications by the subcommittee, they recommend the following appointments:

- **Planning and Zoning Commission** – Charles Merritt, Gary Pasciak, William Welker, and Richard Zamudio to 3-year regular terms.
- **Planning and Zoning Commission** – Rachelle Fernow to the 1-year Alternate term
- **Building Advisory Board** – Charles Demeter, Charles Merritt, Ken Mohn, Sterling Skipper, and Eric Ferkettch

STAFF RECOMMENDATION:
Appoint applicants to Planning and Zoning and the Building Advisory Board per the recommendation of the Appointments Subcommittee.

Attachments

1) Merritt redacted application P&Z  
2) Pasciak redacted application P&Z  
3) Welker redacted application P&Z  
4) Zamudio redacted application P&Z  
5) Fernow redacted application P&Z  
6) Demeter redacted application BAB  
7) Merritt redacted application BAB  
8) Mohn redacted application BAB  
9) Skipper redacted application BAB  
10) Ferkettch redacted application BAB
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.

☐ Board of Adjustment    ☑ Planning & Zoning Commission
☐ Industrial Development Authority
☐ Public Safety Retirement Board
☐ Municipal Property Corporation
☐ Roads & Streets Committee
☐ Parks & Recreation Advisory Board
☐ Senior Center Advisory Board
☐ Other

NAME    CHARLES MERRITT

RESIDENCE ADDRESS    [Redacted]

MAILING ADDRESS    SAME

PHONE #s    [Redacted]

EMAIL    [Redacted]

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

MORE EXPERIENCE AND TRAINING PROVIDED BY THE TOWN OF CHINO VALLEY

__________________________________________________________________________

11-28-2022

SIGNATURE    DATE

Return application to Town Clerk’s Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.
APPLICATION FOR PUBLIC BODY RE-APPOINTMENT
(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.

☐ Board of Adjustment  ☑ Planning & Zoning Commission
☐ Industrial Development Authority  ☐ Public Safety Retirement Board
☐ Municipal Property Corporation  ☐ Roads & Streets Committee
☐ Parks & Recreation Advisory Board  ☐ Senior Center Advisory Board
☐ Other

NAME Gary L. Pasciak
RESIDENCE ADDRESS
MAILING ADDRESS Same as above
PHONE #s
EMAIL

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

[Signature]

November 10, 2022

DATE

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

☐ Board of Adjustment  ☐ Planning & Zoning Commission
☐ Industrial Development Authority  ☐ Public Safety Retirement Board
☐ Municipal Property Corporation  ☐ Roads & Streets Committee
☐ Parks & Recreation Advisory Board
☐ Other

NAME William Walker

RESIDENCE ADDRESS

MAILING ADDRESS Jane

PHONE #s

EMAIL

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

SIGNATURE William

DATE 12-05-2022

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.
APPLICATION FOR PUBLIC BODY RE-APPOINTMENT
(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.

☐ Board of Adjustment  ☑ Planning & Zoning Commission  
☐ Industrial Development Authority  ☐ Public Safety Retirement Board  
☐ Municipal Property Corporation  ☐ Roads & Streets Committee  
☐ Parks & Recreation Advisory Board  ☐ Senior Center Advisory Board  
☐ Other

NAME Richard Zamudio

RESIDENCE ADDRESS

MAILING ADDRESS

PHONE #s

EMAIL

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

Voting Inspector for 2022 General Election

Created 5 Agent Licensing Test for the State of Arizona

Have one year experience as an Alternate

11/12/2022

SIGNATURE

DATE

Return application to Town Clerk’s Office, 202 N. State Route 89, Chino Valley, or email scanned application to clerks@chinoaz.net.
APPLICATION FOR
PUBLIC BODY APPOINTMENT
(Council, Commissions, Boards, Committees)

PUBLIC BODY APPLYING FOR
☐ Town Council
☒ Planning & Zoning Commission
☐ Board of Adjustment
☐ Parks & Recreation Advisory Board
☐ Other ______________________

☐ Roads & Streets Committee
☐ Senior Center Advisory Board
☐ Industrial Development Authority
☐ Municipal Property Corporation

NAME
RACHELLE FERNOW

RESIDENCE ADDRESS

MAILING ADDRESS
SAME AS ABOVE

PHONE #s

EMAIL

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 2.5 YEARS (GREW UP HERE)

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? LON TURNER (TOWN COUNCIL MEMBER)-UNCLE

Please respond to the questions on the second page.
Attach a separate sheet if necessary.

REVISED

REV.10-2016;jcl
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.

NO


Why you would like to be appointed to this position?
I AM DEEPLY INVESTED IN THE FUTURE PLANNING AND GROWTH OF OUR COMMUNITY.

I HAVE A GREAT INTEREST IN THE PLANNING PROCESS AND LOOK FORWARD TO BUILDING ON THE KNOWLEDGE THAT I CURRENTLY HAVE.

What do you believe is the key responsibility of this position?
TO MAKE INFORMED DECISIONS AND/OR GIVE INPUT REGARDING ALL ITEMS THAT ARE PRESENTED BEFORE THE COMMISSION. TO MAKE RESPONSIBLE CHOICES REGARDING THE FUTURE GROWTH AND DEVELOPMENT OF CHINO VALLEY.

What experience, skills, and qualities would you bring to this position?
EXPERIENCE AS AN ACTIVE REALTOR. CHAIR OF A COMMUNITY GROWTH ADVOCACY GROUP.

BORN AND RAISED IN CHINO VALLEY-INVESTED IN IT’S FUTURE.

GREAT AT RESEARCH, LISTENING, ORGANIZATION AND PUBLIC ENGAGEMENT. STRONG LEADERSHIP SKILLS.

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

SIGNATURE

DATE 12.1.22

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

Rev.10-2016;jcl
RACHELLE FERNOW

REALTOR, BAKER, CHAIRWOMAN, WIFE, MOM

Rachelle has been a resident of Yavapai county for 39 years. Being born and raised locally has established a deep love and appreciation for the area. With this comes an in-depth knowledge of the community, its history, and an invested interest in its future.

Rachelle was raised in a household of entrepreneurs, her father having decades of experience in the construction industry. Her mother owning and operating several small businesses. From a young age she started building experience in customer service and business management. Skills that she continues to utilize in her day-to-day transactions.

Rachelle enjoys building her knowledge about growth and town government. As the chairwoman for The Chino Alliance for Responsible Growth Organization you will often find her front row at town council and planning & zoning meetings.

"Knowing how my community is growing helps me operate my businesses and cater to my clients better"

As a wife, mother, and entrepreneur, she enjoys the hustle and staying busy. She values the great blessing and opportunity to raise her two children Christian and Josie in her hometown of Chino Valley, Arizona. The rural open nature of the community allows her and her family to experience the natural freedoms that come with living in such a beautiful place. Her 2 hound dogs Reba and Rosco don’t mind the open space and lizard chasing either!!!

Thank you for your consideration!
Application for Public Body Appointment

**Step 1**

<table>
<thead>
<tr>
<th>Public Body Applying For</th>
<th>Planning &amp; Zoning Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Public Body Applying For (not in drop down list)</td>
<td>Building Advisory Board</td>
</tr>
<tr>
<td>First Name</td>
<td>Charles</td>
</tr>
<tr>
<td>Last Name</td>
<td>Demeter</td>
</tr>
<tr>
<td>Residence Address</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Same</td>
</tr>
<tr>
<td>Phone Number(s)</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Is your residence within Town limits?</td>
<td>Yes</td>
</tr>
<tr>
<td>How long have you lived in the Chino Valley area?</td>
<td>5 Years</td>
</tr>
<tr>
<td>Are you a qualified to vote even if not registered?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are you related to any Town employee</td>
<td>No</td>
</tr>
<tr>
<td>If yes, what is the employee's name?</td>
<td>Field not completed.</td>
</tr>
</tbody>
</table>

**Step 2**

<table>
<thead>
<tr>
<th>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.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Why would you like to be appointed to this position?</td>
<td>As a current business owner in town I'm deeply involved in the community and care about our town and our people who make this town.</td>
</tr>
<tr>
<td><strong>What do you believe is the key responsibility of this position?</strong></td>
<td>Not to make decisions, but rather to provide current knowledge, critical thinking and analysis to increase the confidence of the decision-makers who represent said companies. Wise council to a myriad of issues that may arise and provide insight.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>What experience, skills, and qualities would you bring to this position?</strong></td>
<td>I was a General Contractor in Phoenix, I currently own and operate Elite Roofing Supplies here in Chino valley and have many relationships throughout the tri-cities with Builders and Roofing Contractors along with key market influencers and I believe my overall involvement in the community and my business acumen would make for a very sound member.</td>
</tr>
<tr>
<td><strong>To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience.</strong></td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td><strong>Date Application Submitted</strong></td>
<td>11/29/2022 11:14 AM</td>
</tr>
</tbody>
</table>

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

- [ ] Town Council
- [ ] Planning & Zoning Commission
- [ ] Board of Adjustment
- [ ] Parks & Recreation Advisory Board
- [ ] Other ADVISORY AND AREAS BOARD

NAME

RESIDENCE ADDRESS

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? 20 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 on the second page. 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.

**Yavapai County Building Safety Advisory Appeals Board** 1 yr
**Chino Valley Planning & Zoning Commission** 11 yrs

Why you would like to be appointed to this position?

TO SERVE THE COMMUNITY BY UTILIZING MY EXPERIENCE IN THE CONSTRUCTION INDUSTRY.

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

TO ASSIST THE BUILDING DEPT. WITH REVIEWING AND ADOPTING THE BUILDING CODES DURING CODE CYCLE CHANGES.

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

49 YEARS IN THE CONSTRUCTION INDUSTRY

LICENSSED RESIDENTIAL + COMMERCIAL CONTRACTOR, STATE OF ARIZONA.

AS A LONG TERM MEMBER OF THE YAVAPAII CO. ADVISORY BOARD I CAN BRING THAT EXPERIENCE FORWARD TO HELP START THIS NEW BOARD.

LONG TERM MEMBER OF THE YAVAPAII CONTRACTORS ASSOC. BOARD.


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

**SIGNATURE**

**DATE** 1-3-2023

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

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

PUBLIC BODY APPLYING FOR
☐ Town Council  ☐ Roads & Streets Committee
☐ Planning & Zoning Commission  ☐ Industrial Development Authority
☐ Board of Adjustment  ☐ Municipal Property Corporation
☐ Parks & Recreation Advisory Board  ☑ Building Advisory Board
☐ Other

NAME  Ken Mohn
RESIDENCE ADDRESS
MAILING ADDRESS
PHONE #s
EMAIL

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?  ☐ YES  ☑ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?  30+ 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 on the second page. Attach a separate sheet if necessary.

Rev.11-2022;sb
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.

No


Why you would like to be appointed to this position?

To support the Building Department.


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

To review codes, and provide practical input.

Most of the codes I deal with have to conform to fire, life and safety.


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

About 40 years of being a licensed Architect.


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

Ken Mohn 01 04 2023
SIGNATURE DATE

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

Rev.11-2022;sb
# APPLICATION FOR PUBLIC BODY APPOINTMENT

(Town Council, Commissions, Boards, Committees)

## PUBLIC BODY APPLYING FOR

- [ ] Town Council
- [ ] Planning & Zoning Commission
- [ ] Board of Adjustment
- [ ] Parks & Recreation Advisory Board
- [x] Building Advisory Board

## NAME

STERLING Skipper

## RESIDENCE ADDRESS

[Redacted]

## MAILING ADDRESS

[Redacted]

## PHONE #s

[Redacted]

## EMAIL

[Redacted]

## IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

- [x] YES
- [ ] NO

## HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA?

30 YEARS

## ARE YOU A QUALIFIED ELECTOR

(qualified to vote even if not registered)

- [x] YES
- [ ] NO

## ARE YOU RELATED TO ANY TOWN EMPLOYEE?

- [ ] YES
- [x] NO

If Yes, what is the employee’s name?

Please respond to the questions on the second page. Attach a separate sheet if necessary.

Rev.11-2022:sb
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.

No

Why you would like to be appointed to this position?

I feel that I have a lot of knowledge regarding construction processes and code knowledge that could help in making future code of building processes in the area.

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

To give input and ideas to make sure that important building processes are in place to protect the town and the clients.

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

30+ years as an electrical contractor
15+ years as a superintendent for a general contractor
Served on a few builders advisory boards in the area.

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

Signature

Date 1/4/23

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

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

PUBLIC BODY APPLYING FOR
☐ Town Council    ☐ Roads & Streets Committee
☐ Planning & Zoning Commission ☐ Industrial Development Authority
☐ Board of Adjustment ☐ Municipal Property Corporation
☐ Parks & Recreation Advisory Board ☐ Building Advisory Board
☐ Other

NAME
ERIC FERKETIC

RESIDENCE ADDRESS

MAILING ADDRESS
SAME AS ABOVE

PHONE #s

EMAIL

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☑ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 28 YRS

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 on the second page.
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.

No

Why you would like to be appointed to this position?

To help make future (does i building processes better) the town and make the experience a positive for the public.

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

To help by adding opinions based on experience and knowledge.

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

Having been contracting in Arizona for 40 years.

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

Signature

Date

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Rev.11-2022: sb