

1. Town Council - Agenda

Documents:

[2016_07_26_CC_RG_AG.PDF](#)

2. Town Council - Agenda Packet

Documents:

[2016_07_26_CC_RG_PK.PDF](#)



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, July 26, 2016
6:00 P.M.

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

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Proclamation declaring July 2016 as "Police Appreciation Month," sponsored by the Chino Valley Town Council.
- b.** Status Report by Scott Freitag, Fire Chief, Central Arizona Fire and Medical, regarding the Joint Powers Authority between the Chino Valley and Central Yavapai Fire Districts.

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

- a.** Suggestion that the Town observe a Police Appreciation Day.

5. CURRENT EVENT SUMMARIES AND REPORTS

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

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

- a. Consideration and possible action to: (i) approve a Cooperative Purchase Agreement with Berge Ford for the purchase of a new Animal Control Officer (ACO) truck in the amount of \$32,771.17; and (ii) approve the purchase of a cage from Jones Trailer Co. in the amount of \$6,142.55, for a total amount of \$ 38,913.72. (Chuck Wynn, Police Chief)
- b. Consideration and possible action to approve the Modification to Intergovernmental Agreement between the State of Arizona and Town of Chino Valley related to collection of transaction privilege taxes, extending the existing agreement for an additional year and providing for automatic renewals, effective from and after July 1, 2016. (Joe Duffy, Finance Director)
- c. Consideration and possible action to accept the June 14, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to accept the June 21, 2016 study session minutes. (Jami Lewis, Town Clerk)
- e. Consideration and possible action to accept the June 28, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)
- f. Consideration and possible action to accept the July 12, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

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

- a. Consideration and possible action to adopt Ordinance 16-819, amending the Unified Development Ordinance ("UDO"), Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms; repealing Chapter 4.21 Sign Regulations, and adopting new Chapter 4.21 Sign Regulations, consisting of Sections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Removal, all as set forth in the "Amendments to the Unified Development Ordinance of the Town of Chino Valley Related to Signs, dated July 26, 2016". (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance 16-819, declaring the "Amendments to the Unified Development Ordinance of the Town of Chino Valley related to Signs, dated July 26, 2016" to be a public record and adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona, Related to Signs, dated July 26, 2016", by reference.

- b. Consideration and possible action to approve pre-qualification list of Professional Engineering Consultants. (Joe Duffy, Finance Director)

Recommended Action: Approve pre-qualification list of Professional Engineering Consultants.

- c. Consideration and possible action to approve increasing the Mayor's annual compensation to \$4,800, to be paid in 12 consecutive monthly installments of \$400, and to approve increasing each Council member's annual compensation to \$2,400, to be paid in 12 consecutive monthly installments of \$200, with the first installment being paid in December 2016. (Laura Kyriakakis, Human Resources Director)

Recommended Action:

(i) Approve Ordinance 16-822, repealing Ordinance 35, dated February 10, 1983, setting compensation of Mayors and Council members at \$2,400 per year and \$1,200 per year, respectively.

(ii) Approve Resolution 16-1088, fixing and setting the compensation of Mayors and Council members at \$4,800 per year and \$2,400 per year, respectively.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 21st day of July, 2016.

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

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

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

CERTIFICATION OF POSTING

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

Date: _____ Time: _____ By: _____
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Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. a.

Meeting Date: 07/26/2016
Contact Person: Cecilia Gritman, Assistant Town Manager
Phone: 928-636-2646 x-1202
Department: General Services
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation declaring July 2016 as "Police Appreciation Month," sponsored by the Chino Valley Town Council.

SITUATION & ANALYSIS:

With the current civil unrest throughout the nation and the lack of consideration and respect for police officers, the Mayor would honor our police officers by declaring the month of July "Police Appreciation Month."

Attachments

Police Officers Proclamation



PROCLAMATION

Police Appreciation Month – July 2016



Whereas, from the beginning of this Nation, law enforcement officers have played an important role in safeguarding the rights and freedoms which are guaranteed by the Constitution and in protecting the lives and property of our citizens; and

Whereas, it is important that our citizens know and respect the problems, duties, and responsibilities of their police department and the necessity for cooperating with them in maintaining law and order; and

Whereas, the citizens of Chino Valley need to recognize that we live in an increasingly unpredictable environment and trust between law enforcement and the citizens is essential; and

Whereas, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of all our people; and

Whereas, the Chino Valley Town Council invites citizens, and civic and educational organizations to join in commemorating our law enforcement officers, past and present, who by their loyal and faithful devotion have rendered a dedicated service to their community;

Now, Therefore, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim the month of July 2016 as Police Appreciation Month in Chino Valley, Arizona, and urge all of our citizens to recognize this observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 26th day of July 2016.

Chris Marley, Mayor

ATTEST: Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 2. b.

Meeting Date: 07/26/2016
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Manager
Estimated length 10 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Status Report by Scott Freitag, Fire Chief, Central Arizona Fire and Medical, regarding the Joint Powers Authority between the Chino Valley and Central Yavapai Fire Districts.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 07/26/2016
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to: (i) approve a Cooperative Purchase Agreement with Berge Ford for the purchase of a new Animal Control Officer (ACO) truck in the amount of \$32,771.17; and (ii) approve the purchase of a cage from Jones Trailer Co. in the amount of \$6,142.55, for a total amount of \$ 38,913.72. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve the Cooperative Purchase Contract with Berge Ford for the purchase of new Animal Control Officer truck in the amount of \$32,771.17 and the purchase of a cage from Jones Trailer Co. in the amount of \$6142.55, for a total amount of \$38,913.72.

SITUATION AND ANALYSIS:

Issue Statement

The current equipment set-up, which includes a truck and dog box were not designed to be compatible. When purchased several years ago, it was piecemealed together to 'make it work'. Since the piecemeal, the frame of the truck has cracked several times because the box was not made for the truck. To be fiscally responsible, a new truck and box specifically designed for that truck will provide 10 years of service. The current truck has a few years of life left and will be provided to facilities to replace an unsafe vehicle they currently have.

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

If we only bought a new dog box, it would outlast the truck currently being used by ACO. Then we would end up with a box that does not fit a new truck in a few years. It would be more fiscally responsible to purchase the truck and box together at this time. It also provides a safer vehicle for

facility maintenance employees.

The purchase of the truck is pursuant to a cooperative purchase through SAVE and the City of Mesa.

Because the purchase price is greater than \$25,000, the purchase would otherwise require a competitive bidding process. Pursuant to Town Code Section 32.08(C), the purchase can be made without competitive bids because it has been bid by another municipality and, in the opinion of the Town Manager, the bidding process is not likely to result in a lower price for the truck. The price quoted by Berge for the Mesa bidding process is lower than what it on the State Bid List and, therefore, the Town Manager believes that the Town is not likely to obtain a better price through a competitive bidding process.

Findings of Fact

This was approved in FY 16/17 budget.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 10-95-5501
Available: 40000.00
Funding Source:

Attachments

Berge Ford Cooperative Purchase Contract
 ACO Truck Bid Docs
 Dog Cage Bid Docs

AGREEMENT
TO PROVIDE SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. 2016059

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Berge Ford, Inc., an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with City of Mesa, Arizona to provide vehicle services, materials and/or equipment pursuant to Agreement No. 2016059 (the Cooperative Purchasing Contract); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Town Code, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER
SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following equipment:

1 2016 Ford F150 4X4 CREW W1E F150 XL 101A pkg

as described in 2016059, the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, and incorporated herein by this reference. As used in this Contract, all references to Mesa shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Completion of Work. The Contractor shall complete delivery of the vehicle set forth in the Scope of Work on or before _____, 2016.

3. Payment. The Contract Fee is \$32,771.17. Payment to the Contractor for the vehicle provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Contract Term and Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2017, Town may terminate this contract by giving written notice to Contractor. Otherwise, the term of this Contract shall commence upon approval and continue through delivery of the vehicles and warranty period.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2016.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: **Same**

TOWN OF CHINO VALLEY

BID DOCUMENTATION-EXPENDITURES \$2,500 TO \$19,999

Date: 7/13/16 Completed By: V. Schaan Department: PD

Vendor Chosen: Berge Ford PO#

Account Number: ~~05-90-5522~~ 10-95-5501 16179320

- Expenditure Level: \$2,500 - \$9,999 – Three Oral Bids Required
 \$10,000 - \$19,999 – Three Written Bids Required

20,000 - 75,000 3 written bids

Note: For expenditures more than \$2,500 but less than \$10,000 three oral bids are required. For expenditures \$10,000 up to \$20,000 three written bids are required. If the vendor is under Arizona state contract, write "Under Arizona State Contract" and the contract #. Copies of the three written bids must be attached to this form.

Company Name	Date of Bid	Amount of Bid
Berge Ford	7-13-16	\$32,771. ¹⁷
Galpin Ford	7-13-16	\$34,778. ¹⁸
Sanderson Ford / state Contract	7-12-16	\$34,474. ³⁷



Authorizing Signature
 (Department Division Head or Supervisor)

"We Take Care of Our Neighbors" BERGE FORD

460 E. Auto Center
Mesa, AZ 85204
(480) 497-1111

www.bergeford.com

Customized Deskings
Proposal Options

BUYER	CO-BUYER
TOWN OF CHINO VALLEY 1620 W. PALOMINO RD DEPT 401 CHINO VALLEY, AZ 863235690 Home #: (928) 636-7440 423 x 8 Work #: 928-899-7118 Email: RICKYRAT13@HOTMAIL.COM	ARR: LT. V. Schoon Home #: Work #: Email: V.SCHANN@CHINO.AZ.NET

Deal #:	244647
Deal Type:	Retail
Deal Date:	07/06/2016
Print Time:	02:32pm

VEHICLE				
New <input checked="" type="checkbox"/>	Used <input type="checkbox"/>	Demo <input type="checkbox"/>	Stock #: ORDER	Description: 2016 FORD W1E XL 101A pkg
			VIN:	Mileage:

TRADE

REMOVE REAR VIEW CAMERA.

AFTERMARKETS	
2 ADDITIONAL KEYS	\$ 386.00
Total Aftermarkets:	\$ 386.00
Rate: Total Unpaid Balance/Amount to Finance:	\$ 32,771.17
<input type="checkbox"/>	Customer's Signature Accepting Berge Ford's Proposal
<input type="checkbox"/>	Approving Sales Manager's Signature Accepting Customer's Offer

Berge Ford Sale Price:	\$	29,939.00
Total Financed Aftermarkets:	\$	386.00
Total Trade Allowance:	\$	0.00
Trade Difference:	\$	30,325.00
Documentary Fee/VTR:	\$	0.00
State & Local Taxes:	\$	2,441.17
Total License and Fees:	\$	5.00
Total Cash Price:	\$	32,771.17
Total Trade Payoff:	\$	0.00
Delivered Price:	\$	32,771.17
Cash Down Payment + Deposit:	\$	0.00
Unpaid Balance/Amount to Finance:	\$	32,771.17
ESC Premium:	\$	0.00
GAP Insurance:	\$	0.00
LAH/IUI Premium:	\$	0.00
Total Unpaid Balance/Total Amount to Finance:	\$	32,771.17

Desk Manager: SCOTT DIETRICH

All payments and APR subject to credit approval as stated by the accepting lending institution.

"World Class Customer Service... Before, During and After the Sale"

CNGP530 VEHICLE ORDER CONFIRMATION 07/06/16 16:51:09
==>

2016 F-150

Dealer: F71175
Page: 2 of 2

Order No: 0001 Priority: H3 Ord FIN: KA595 Order Type: 5B Price Level: 655
Ord Code: 101A Cust/Flt Name: CHINO VALLEY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76C REARVIEW CAMERA	\$250	\$231.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1640.00)		
SP FLT ACCT CR		(1127.00)		
FUEL CHARGE		8.20		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	1195	1195.00		
TOTAL BASE AND OPTIONS	42920	37982.20		
XL MID DISCOUNT	(750)	(691.00)		
TOTAL	42170	37291.20		

THIS IS NOT AN INVOICE

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

F7=Prev
F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC203051

fmcdealr@FDM

Jul 6, 2016 1:51:12 PM

03/15/16

**2016 F-150
REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES
EQUIPMENT GROUP**

PROPRIETARY

Series	Option Code	F-150 XL	
Regular Cab 4x2 – 6.5' Box	122.5"	F1C	F1C
Regular Cab 4x4 – 6.5' Box	122.5"	F1E	F1E
Regular Cab 4x2 – 8.0' Box	141"	F1C	F1C
Regular Cab 4x4 – 8.0' Box	141"	F1E	F1E
SuperCab 4x2 – 6.5' Box	145"	X1C	X1C
SuperCab 4x4 – 6.5' Box	145"	X1E	X1E
SuperCab 4x2 – 8.0' Box	163.7"	X1C	X1C
SuperCab 4x4 – 8.0' Box	163.7"	X1E	X1E
SuperCrew® 4x2 – 5.5' Box	145"	W1C	W1C
SuperCrew® 4x4 – 5.5' Box	145"	W1E	W1E
SuperCrew® 4x2 – 6.5' Box	157"	W1C	W1C
SuperCrew® 4x4 – 6.5' Box	157"	W1E	W1E
3.5L V6 TI-VCT with Flex-Fuel Capability (NA 157" or 163.7" WB)	99B	S	S
2.7L V6 EcoBoost® with Auto Start/Stop Technology System (NA on 4x4 with 157" or 163.7" WB) – Standard on 4x2 with 157" or 163.7" WB	99P	S/O	S/O
5.0L V8 with Flex-Fuel Capability – Standard on 4x4 with 157" or 163.7" WB	99F	S/O	S/O
3.5L V6 EcoBoost® (NA 122" WB)	99G	O	O
Electronic Six-Speed Automatic Transmission with Tow/Haul Mode	446	S	S
Equipment Group	Option Code	Base 100A	Mid 101A
XL Power Equipment Group • Power Windows (front on Regular Cab, front and rear on SuperCab and SuperCrew®), Power Door Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock), Power Tailgate Lock, Perimeter Alarm, Illuminated Entry, Manual-folding, Power Glass Sideview Mirrors with Black Skull Caps, MyKey® Owner Controls Feature			I
AM/FM with single-CD (speakers); four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®			I
4.2" Productivity Screen with compass in instrument cluster			I
SYNC® • Enhanced Voice Recognition Communications and Entertainment System, 911 Assist®, 4.2" LCD Display in Center Stack, Applink™ and one (1) Smart Charging USB Port.			I
Cruise Control			I
BoxLink™ (includes four (4) premium locking cleats)			I
Free Standing Packages (Base Packaged Option/Equipment Package/Optional Equipment Package)			
XL Chrome Appearance Package	86A	F	O
XL Sport Appearance Package	861	F	O
FX4 Off-Road Package (4x4 only)	55A		O
*CNG/Propane Gaseous Engine Prep Pack (req. 89F 5.0L V8 engine)	68G	O	O
Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)	53B	O	O
Trailer Tow Package – XL Base: incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler; (Pro Trailer Backup Assist (47E) is optional on XL Base, Fleet Only; see below) – XL Mid: incl. Pro Trailer Backup Assist (47E) (with Tailgate LED; req. Rear View Camera (76C))*, Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, auxiliary transmission oil cooler; 3.5L V6 TI-VCT incl. Engine Oil Cooler Note: Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54M or 54V/588)	53A	O	O

* = New for this model year

1 = Regular Cab only, 2 = SuperCab only, 3 = SuperCrew® only

I = Included in Equipment Group, S = Standard, O = Optional, P = Packaged Option, F = Fleet Only Option



Preview Order G000 - W1E 4x4 Crew Cab: Order Summary Time of Preview: 07/13/2016 09:23:06

Dealership Name: Galpin Ford, Inc.

Sales Code: F71471

Dealer Rep.	I-sanch2	Type	Stock	Vehicle Line	F-150	Order Code	G000
Customer Name		Priority Code	80	Model Year	2016	Price Level	655

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW - 157	\$38325	\$36409	.265/70R 17 OWL ALL-TERRAIN	\$0	\$0
157 INCH WHEELBASE	\$0	\$0	3.55 ELECTRONIC LOCK RR AXLE	\$470	\$433
OXFORD WHITE	\$0	\$0	7050# GVWR PACKAGE	\$0	\$0
CLOTH 40/20/40 FRONT SEAT	\$0	\$0	SELECTSHIFT TRANSMISSION	\$0	\$0
MEDIUM EARTH GRAY INTERIOR	\$0	\$0	SKID PLATES	\$160	\$148
EQUIPMENT GROUP 101A	\$2255	\$2075	PRO TRAILER BACKUP ASSIST	\$0	\$0
.XL SERIES	\$0	\$0	TRAILER TOW PACKAGE	\$895	\$824
.XL POWER EQUIPMENT GROUP	\$0	\$0	AM/FM SINGLE CD	\$0	\$0
.SYNC	\$0	\$0	23 GALLON FUEL TANK	\$0	\$0
.CRUISE CONTROL	\$0	\$0	REAR VIEW CAMERA	\$250	\$231
.BOXLINK	\$0	\$0	FLEX FUEL VEHICLE	\$0	\$0
.17" SILVER STEEL WHEELS	\$0	\$0	FUEL CHARGE	\$0	\$54.28
5.0L V8 FFV ENGINE	\$0	\$0	PRICED DORA	\$0	\$0
ELEC 6-SPEED AUTO W/TOW MODE	\$0	\$0	DESTINATION & DELIVERY	\$1195	\$1195
				MSRP	INVOICE
TOTAL BASE AND OPTIONS				\$43550	\$41369.28
XL MID DISCOUNT				\$-750	\$-691
TOTAL				\$42800	\$40678.28

Customer Name:
Customer Address:

40678.00
~~48580.00~~ Government Discount
32098.00
 2680.18 TAX
34778.18 TOTAL

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
 Richard Fowler (623) 930-5962 rfowler@sandersonford.com
 Tony Friedley (623) 930-5963 tfriedley@sandersonford.com
 Bob Allen (623) 930-5960 ballen@sandersonford.com
 Tim McWilliams (623)842-8808 tmac@sandersonford.com

Department Fax: (623) 930-5966

Date: 7/12/2016

Customer: Chino Valley POLICE DEPT.

FAX: _____

Vehicle Description: 2017 Ford F150 XL 101A 4x4 pickup Long Bed (6.5')

******* STATE of AZ Contract ADSP012-016670**

Base Price: \$31,769.00

Upgrade Options:

1.	<u>5.0L V8 385hp / 387 ft-lb torq</u>	<u>incl</u>
2.	<u>Power Windows/ Locks / Mirrors</u>	<u>incl</u>
3.	<u>40/20/40 split cloth bench</u>	<u>incl</u>
4.	<u>Vinyl Floor</u>	<u>incl</u>
5.	<u>Class 4 Trailer Hitch & Wiring</u>	<u>incl</u>
6.	<u>E- lock Rear Differential</u>	<u>incl</u>
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	<u>approx lead time 60-90 days A.R.O.</u>	_____

Upgrade Options Total: \$0.00

Bld Price (w/options): \$31,769.00

Sales Tax (8.5%): \$2,700.37

Tire Tax: \$5.00

Ford Extended Service Plan: _____

Total Delivered Price: \$34,474.37

TOWN OF CHINO VALLEY

REQUISITION

DATE 7-13-16

ORIGINATED BY Vincent Schwan

VENDOR Reggie Ford

DEPARTMENT Police Det.

460 E. Auto Center

PURCHASE ORDER NO 16179321

MESA, AZ 85204

PAYMENT TERMS

3-B105 ATTACHED

MATERIAL SERVICE OTHER _____

BUILDING _____

VEHICLE Animal Control Truck

ACCOUNT NO.	DESCRIPTION	QUANTITY	ESTIMATED COST
05-96-5522	Ford F-150 4x4 2wd 48 V8 - Town & Country - Animal Control	1	\$32,771.17

WHITE - FINANCE YELLOW - DEPARTMENT PINK - ORIGINATOR



AUTHORIZED BY

DATE 7-13-16

TOWN OF CHINO VALLEY

BID DOCUMENTATION-EXPENDITURES \$2,500 TO \$19,999

Date: 7/13/16 Completed By: V. Schaar Department: PDVendor Chosen: Jones TRAILER Co. PO#Account Number: ~~05-90-5522~~ 10-95-5501 16179323Expenditure Level: \$2,500 - \$9,999 – Three Oral Bids Required
 \$10,000 - \$19,999 – Three Written Bids Required

Note: For expenditures more than \$2,500 but less than \$10,000 three oral bids are required. For expenditures \$10,000 up to \$20,000 three written bids are required. If the vendor is under Arizona state contract, write "Under Arizona State Contract" and the contract #. Copies of the three written bids must be attached to this form.

Company Name	Date of Bid	Amount of Bid
Jones TRAILER COMPANY	7-7-16	\$6,142.55
JACKSON CREEK MFG.	7-11-16	\$7,199. ⁰⁰
DEERSKIN MANUFACTURING.	7-12-16	\$7,800. ⁰⁰



Authorizing Signature
 (Department Division Head or Supervisor)

JONES TRAILER COMPANY
WOODSON, TEXAS
800-336-0360
GSA CONTRACT # GS-07F-5854P
Cage Code 3P5U2



PROPOSAL SUBMITTED TO:

DATE: July 7, 2016

NAME Chino Valley Police Department
ADDRESS 1950 Voss Dr., #301 Attn: Vincent Schaan
 Chino Valley, AZ 86323

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

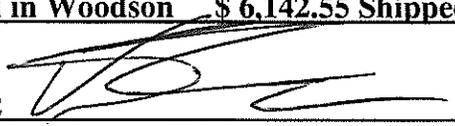
One Jones Trailer Co. 4 Stall Slide-In Animal Control Unit With Storage To Fit A Full Size Short Bed Pickup. All Aluminum Construction, Full Length Aluminum Door Hinges, Locking "T" Handle Door Latches, Aluminum, Heavy Duty Adjustable Door Vents, Pop-Up Roof Vents to Aid Ventilation, Rear Stalls Have Inner Safety Bar Doors, Storage Area Has Interior Lights, Carpet Floor & Equipment Hooks, All Compartments Have a Self Contained Aluminum Floor, Easy Wash Out Design, Does Not Use Truck Bed as Part of The Cages.

Price:	SIACU-3	Full Size, short bed, 4 Stall with storage	\$ 4,292.58
Options:	SIACU OPT-1	Stainless Steel Outer Skin	534.71
	SIACU OPT-9	Floor Mats, ea., 2 @ 30.68 ea. 2 back stalls	61.36
	SIACU OPT-10	Removable divider between rear two stalls	126.23
	SIACU OPT-14	Stainless Steel Door Hinges, per door, 6 @ 65.74 ea.	394.44
	SIACU OPT-15	Stainless Steel Door Latches, per door, 6 @ 19.28 ea.	115.50
Total:			\$ 5,524.82
		SIACU OPT-19 Installation without AC &/or Heater	\$ 262.97
		Shipping charge	\$ 617.73

NO INSTALL

Completion Date Will Be 12 Weeks ARO

We hereby propose to furnish materials and labor in accordance with the above specifications for the sum of -----\$ 5,787.79 Installed in Woodson \$ 6,142.55 Shipped to Chino Valley for install

AUTHORIZED SIGNATURE

PRICES QUOTED ARE GOOD FOR 60 DAYS FROM THE ABOVE DATE

JONES TRAILER COMPANY
WOODSON, TEXAS
800-336-0360
GSA CONTRACT # GS-07F-5854P
Cage Code 3P5U2

ACCEPTANCE OF PROPOSAL

The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work specified.

Signature



Date

7/13/16

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. b.

Meeting Date: 07/26/2016
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Modification to Intergovernmental Agreement between the State of Arizona and Town of Chino Valley related to collection of transaction privilege taxes, extending the existing agreement for an additional year and providing for automatic renewals, effective from and after July 1, 2016. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve the Modification to Intergovernmental Agreement Between The State of Arizona and the Town of Chino Valley, effective from and after July 1, 2016.

SITUATION AND ANALYSIS:

Issue Statement

Last summer all cities and towns entered into a new Intergovernmental Agreement (IGA) with the Department of Revenue for the administration of Transaction Privilege Tax, as required under A.R.S. § 42-6001. The IGA allowed for the parties to modify the agreement if necessary by mutual agreement. Several issues were presented over the course of the past year that did indeed need to be addressed, so a review process was initiated by the Department working with the League and key city and town representatives. The attached document is the result of this review effort.

The modifications to the IGA are summarized in the attached Summary of Changes and include authority for ADOR to avoid incorrect distributions and recoveries when ADOR is aware of an error; providing for input from municipalities in preparing rulings and interpretations of the Model City Tax Code; clarification of municipalities' statutory financial obligations related to operations of ADOR; providing for automatic renewal of the IGA; and changing the review period to begin on June 1 rather than requiring the review to be complete by March 1. None of these modifications will have a negative impact on the Town.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Summary of Changes of IGA for Transaction Privilege Tax Collection

Final Modification to IGA Between St. of Arizona and Town

SUMMARY OF CHANGES TO THE IGA FOR TRANSACTION PRIVILEGE TAX COLLECTION BY THE ARIZONA DEPARTMENT OF REVENUE

The attached “Modification to Intergovernmental Agreement Between the State of Arizona And City/Town” incorporates five agreed upon changes into the existing intergovernmental agreement between the city/town and the Department related to the collection of the city/town transaction privilege tax. Below is a summary of the intent and impact of each change by section.

1) 9.6 Adjustments to Reported Taxes

The addition of this new section addresses an issue that came up during the past year. In some cases, the Department knew there was an error by the taxpayer in identifying which city or town was supposed to receive the tax, but there was no mechanism allowing them to hold the distribution while the error was being corrected. As a result there were instances when the DOR had to send funds to a city or town knowing it was incorrect, only to pull those funds back in a subsequent distribution after the error had been resolved. This change allows the Department to avoid these incorrect distributions and recoveries when they are aware of a problem from the outset.

2) 9.7 Taxpayer Rulings and Uniformity

The addition of this new section provides for municipal input in the drafting of rulings and interpretations that impact the Model City Tax Code, including interpretations of State statute that flow through to the MCTC because the Model language matches the State language. Under current statute, the DOR is responsible for addressing all taxpayer written requests for rulings, even when the question is based on the Model City Tax Code. This section allows the cities to have some influence over issues raised by taxpayers that have a direct impact on local tax imposition and interpretation, without disrupting the normal course of business within the Department on routine matters.

3) 10. Financing Collection of Taxes

This section is being amended by adding the second sentence. This addition recognizes that the cities and towns have agreed to a statutory financial obligation to contribute to the State for the operation of the DOR, and this obligation is not in conflict with the Department’s TPT collection and administration efforts being financed through the State general fund appropriation.

4) 28.1 (relating to automatic annual renewal of the agreement)

This section has been changed to remove the specific years in the original document, so this section will not need to be changed annually. Also, this section added a provision stating any agreed upon changes that arise from the annual review in Section 28.5 are retroactive to July 1st of each year. The agreement automatically renews without any action unless there are modifications agreed upon in any given year, and if so, you only need to adopt the modifications.

5) 28.5 (relating to annual review of the IGA)

This section has been changed to state the review period begins on June 1st, rather than requiring the review being completed by March 1st. The March 1st deadline was simply unrealistic given the legislative session responsibilities of many of the typical reviewers.

**MODIFICATION TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA AND CITY/TOWN**

WHEREAS, The Arizona Department of Revenue, hereinafter referred to as Department of Revenue and Town of Chino Valley, hereinafter referred to as City/Town, have entered into an Intergovernmental Agreement regarding the administration of taxes imposed by the State or City/Town dated June 23, 2015, hereinafter referred to as the IGA, and

WHEREAS, the Department of Revenue and the City/Town intend to continue with the IGA for an additional one year term in order to determine whether the general terms of the IGA meet the parties' needs, with the exception of the modifications set forth below.

The parties agree to modify the IGA as follows effective July 1, 2016:

1. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.6 Adjustments to Reported Taxes: If the Department of Revenue determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department of Revenue may temporarily hold the payment until the distribution of the payment is corrected so that the appropriate city or town receives the payment.

2. Add the following new subsection to Section 9, Collection of Municipal Taxes:

9.7 Taxpayer Rulings and Uniformity: Recognizing taxpayer written requests for interpretation of the statutes and/or the Model City Tax Code, as well as guidance regarding uniform application and interpretation of the statutes and the Model City Tax Code impact all taxing jurisdictions, and further recognizing responsibility for such rulings and interpretation of the Model City Tax Code had previously been the sole domain of the municipalities, the Department shall include at least two representatives of the municipalities as regular members of any group established to respond to such taxpayer ruling requests and to issue such uniform interpretations and guidance promulgated by the Department. Participation by the two representatives of the municipalities on any such group is limited to instances when there is an issue raised that solely involves the Model City Tax Code and/or presents an issue of first impression, including requests for private taxpayer rulings. The municipal representatives may also be consulted by the Department on information letters, or when issuing statements of general guidance. Written requests involving common questions or issues that have previously been addressed, whether unique to the Model City Tax Code or not, may be handled in the regular course of Department processes without consulting the representatives of the municipalities.

3. Amend Section 10, Financing Collection of Taxes as follows:

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

4. Amend subsection 28.1 of Section 28, Duration, relating to automatic renewal of the agreement as follows:

28.1 The term of this Agreement shall be from July 1 through June 30 of each year. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect. Any agreed upon modifications to the terms and conditions of this agreement shall be incorporated to be effective during the term identified by the review committee provided for in section 28.5.

5. Amend subsection 28.5 of Section 28, Duration, relating to annual review of the agreement as follows:

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

Signature Authority.

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein. This modification may be executed in counterparts.

Signature Date	Signature Date
Typed Name and Title	Typed Name and Title
Entity Name	Entity Name

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <hr/> <p style="text-align: center;">Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. c.

Meeting Date: 07/26/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 14, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the June 14, 2016 regular meeting minutes.

Attachments

June 14, 2016 minutes

DRAFT

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

**TUESDAY, JUNE 14, 2016
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 14, 2016.

Present: Vice-Mayor Darryl Croft; Councilmember Susie Cuka; Councilmember Jack Miller;
Councilmember Corey Mendoza

Absent: Mayor Chris Marley; Councilmember Mike Best; Councilmember Lon Turner

Staff Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Lieutenant Vince Schaan; Police Officer Steven Angel; Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Associate Planner James Gardner; Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:02 p.m.

Vice-Mayor Croft led the Pledge of Allegiance.

(Town Attorney Smiley attended via Skype.)

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

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

Assistant Town Manager Grittman reported that Yavapai County Supervisor Brown's office asked her to announce that the County Health Department had received a \$33,000 grant to renovate the facility they leased from the Town.

4) **RESPONSE TO THE PUBLIC**

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

Mayor Marley had nothing to report.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Mayor and Council had nothing to report.

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

Mr. Smith deferred to Finance Director Duffy, who asked for help from two councilmembers to review and rank submissions for the engineering Request for Qualifications. Councilmember Miller and Councilmember Cuka volunteered.

6) **CONSENT AGENDA**

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

Town Clerk Lewis noted that item 6b was incorrect and recommended postponing it to the next meeting.

MOVED by Councilmember Jack Miller, seconded by Councilmember Corey Mendoza to approve consent agenda items a and c.

Vote: 4 - 0 PASSED - Unanimously

- a) Consideration and possible action to appoint applicants to fill vacancies on the Parks and Recreation Advisory Board, Senior Center Advisory Board, Roads and Streets Committee, Public Safety Retirement Board, Board of Adjustment, and Planning and Zoning Commission. (Vice-Mayor Croft; Councilmember Best; and Councilmember Turner)

Recommended Action: Appoint applicants to the above public bodies per recommendation of the Appointments Subcommittee and staff.

- b) Consideration and possible action to cancel the November 24, 2015 and December 22, 2015 regular meetings. (Jami Lewis, Town Clerk)

- c) Consideration and possible action to accept the May 4, 2016 study session minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

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

- a) Consideration and possible action to:

(i) Hold a public hearing on Ordinance No. 16-816, amending the Unified Development Ordinance (UDO), Chapter 4 General Regulations, Section 4.31 Medical Marijuana Dispensaries, Cultivation, and Infusion Facilities, by amending subsection 4.31.D to require 500 foot separation from the State Route 89 right-of-way; and

(ii) Approve Ordinance No. 16-816, amending UDO Section 4.31 Medical Marijuana Dispensaries, Cultivation, and Infusion Facilities to require a 500 foot separation from the State Route 89 right-of-way. (James Gardner, Associate Planner)

Recommended Action:

(i) Open public hearing on Ordinance No. 16-816, amending the Unified Development Ordinance (UDO), Chapter 4 General Regulations, Section 4.31 Medical Marijuana Dispensaries, Cultivation, and Infusion Facilities to require a 500 foot separation from the State Route 89 Right-of-Way.

(ii) Approve Ordinance No. 16-816, amending UDO Section 4.31 as set forth in the Ordinance.

MOVED by Councilmember Jack Miller; seconded by Councilmember Susie Cuka to open the public hearing.

Vote: 4 - 0 PASSED - Unanimously

Mr. Gardner presented the item summary:

- In 2010, the State created Community Health Assessment Areas (CHAAs) that allowed one medical marijuana dispensary per CHAA. Those dispensaries had to stay in their designated CHAAs for three years, after which they could move anywhere in the state.
- Last December, Council approved UDO amendments limiting medical marijuana uses to Industrial zoning districts. While there was no Industrial highway frontage currently, this amendment would not allow a rezone to Industrial for medical marijuana purposes within 500 feet of the highway.
- The proposed amendment would limit the visibility of medical marijuana uses along the highway. If approved, the current dispensary would become a legal non-conforming use.
- The Planning and Zoning Commission requested a public hearing before Council and expressed concerns about: relegating uses to off-highway inconveniencing users; the appearance of picking on single industry; and the lack of public interest at their meeting.

Development Services Director Mayday explained that the proposed amendment originated from discussions with the town attorney about possible requests to rezone highway property to

Industrial circumventing the intent of the December 2015 amendment.

Council expressed some concern about the impacts to law enforcement. Police Lieutenant Schaan stated that having the 500-foot separation was good and knowing the layout ahead of time allowed them to plan their response.

MOVED by Councilmember Miller; seconded by Councilmember Susie Cuka to close the public hearing.

Vote: 4 - 0 PASSED - Unanimously

MOVED by Councilmember Jack Miller, seconded by Councilmember Corey Mendoza to approve Ordinance No. 16-816, amending the Unified Development Ordinance (UDO), Section 4.31 Medical Marijuana Dispensaries, Cultivation, and Infusion Facilities to require a 500 foot separation from the State Route 89 Right-of-Way.

Vote: 4 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve the Stand-By Pay Compensation Policy, which is currently being used for the non-exempt staff within the Utilities Department and which will be used for the Detectives of the Police Department, effective July 1, 2016, per Amendment #4 to the Memorandum of Understanding between the Town of Chino Valley and the Chino Valley Police Officers Association, approved by Council on April 26, 2016. The new policy, projected to increase the Police Department's budget by \$8,000 per year, is included in the 2016/2017 budget. (Laura Kyriakakis, Human Resource Director)

Recommended Action: Approve the Stand-By Pay Compensation Policy as Policy No. 1120 of the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual.

Staff Report Summary: This item originated from Amendment #4 to the Memorandum of Understanding between the Town and the Chino Valley Police Officers Association approved on April 26, 2016. The policy had been used for eligible non-exempt staff of the Utilities Department and will be used for eligible non-exempt police detectives, effective July 1, 2016.

Council did not discuss the item.

MOVED by Councilmember Jack Miller, seconded by Councilmember Corey Mendoza to approve the Stand-By Pay Compensation Policy as Policy No. 1120 of the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual.

Vote: 4 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve the Cooperative Purchasing Contract with Earth Resources Corporation to furnish any and all materials, labor, construction equipment, services, and transportation required in performing all work for the placement of CRS-2P and ADOT 401-1 single coat chip seal on existing Road 4 North from State Route 89 to Road 1 West. Funds to come from Highway User Revenue Funds Road Materials Line Item. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve the Cooperative Purchasing Agreement with Earth Resources Corporation in an amount not to exceed \$16,502.00.

Mr. Lopez presented the item summary:

- Road 4 North was on the Town's summer chip seal program. In previous years, the Town had done the chip sealing inhouse, but as the Town currently did not have the contracts in place to do that, staff reviewed using the County's piggyback clause.
- The County's low bid came in lower than projected costs, so the Town would save money using the County's contract. If approved, the County will chip this next week and will provide traffic control, labor, and warranty.
- Staff will bring the fall chip program to Council after reviewing it with the Roads and Streets Committee.

Council asked about cost and scheduling issues, and impacts to current staff. Mr. Lopez stated that this method was cost efficient, the County's schedule was good, and this would free current staff to work on general maintenance. Staff will review all the various options for future chip sealing and bring to Council for direction.

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Jack Miller to approve the Cooperative Purchasing Agreement with Earth Resources Corporation in an amount not to exceed \$16,502.00.

Vote: 4 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve the Letter of Support and Financial Commitment for design and construction of the Road 1 North traffic signal at State Route 89. Letter commits the Town to budget \$75,000 in a future fiscal year. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve the Letter of Support and Financial Commitment for design and construction of the Road 1 North traffic signal at State Route 89.

Mr. Lopez presented the item summary:

- While ADOT had scheduled this project for design and construction, funding had fallen short. Lately, the project had gained some traction in that the County was developing a strategy to fund it, with the Town to commit \$75,000 and the County to commit \$100,000. The Northern Arizona Council of Governments might also contribute.
- With this proposal, a turn lane that had been removed due to the budget shortfall could now be added back in; and funding would be needed for relocation of a high power APS line. Total project costs estimates were \$1.2-\$2 million.
- With the Town's commitment indicated by signing the Letter of Support, design could start now, and the Town could get it on the district minor project list for construction in 2020 instead of 2021.
- Council will need to approve an intergovernmental agreement with ADOT before proceeding with design.

Council comments:

- This project had been in view for many years due to the dangers of the intersection.
- If the design had been done, the project would have been on the 2017 plan, but since it was not, it got bumped.
- ADOT will move items up if a municipality was ready to contribute funding.

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Jack Miller to approve the Letter of Support and Financial Commitment for design and construction of the Road 1 North traffic signal at State Route 89.

Vote: 4 - 0 PASSED - Unanimously

- e) Consideration and possible action to approve the commencement of design for the Road 1 East improvements between Road 3 South and Kalinich. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve the commencement of design for the Road 1 East improvements between Road 3 South and Kalinich.

Mr. Lopez presented the item summary:

- A 2013 intergovernmental agreement with the State obligated the Town to construct Kalinich and Road 1 East to Road 3 South and side roads Road 4.5 South and Brownlow.
- In September 2014, Council approved the right-of-way for these roadways, but the project reached a stalemate over one piece of right-of-way. Because of the stalemate, staff had shelved the road's design. As the cost of right-of-way came out of construction, staff had been hesitant to continue the design without knowing the property's cost; and Council had agreed to stop it.
- In July 2015, Council approved Resolution 15-1064 authorizing staff to proceed with condemnation of that property. To date, the Town had the property, but not its valuation.
- Staff was now asking if Council wanted them to finish the design. Per a 30% estimate, the budget was extremely tight and any reduction of the budget would affect project's construction, but not its design, as that was being done inhouse.

Town Attorney Smiley advised that the condemnation litigation had been stalled by lack of response by the opposing party's counsel. She filed a Proposed Scheduling Order with the Court setting deadlines for the defendant to provide an appraisal and disclosure. Defendant's counsel did not like the proposed deadline and asked that it be set for July 29. Defendant's original valuation, for which staff did not know the basis, was far in excess of the Town's appraiser's valuation.

Council comment: As the Town had to honor the intergovernmental agreement either way, they should go forward with the design.

MOVED by Councilmember Jack Miller, seconded by Councilmember Susie Cuka to approve the commencement of design for the Road 1 East improvements between Road 3 South and Kalinich.

Vote: 4 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Councilmember Jack Miller, seconded by Councilmember Susie Cuka to go into executive session at 7:00 p.m.

Vote: 4 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott Water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town’s position and instruct the Town Attorney regarding the Town's position regarding a contract with the City of Prescott related to the Town purchasing a portion of its water distribution system that is the subject of negotiations. (Mayor Marley)

9) ACTION ITEMS RESUMED

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

Vice-Mayor Croft reconvened the regular meeting at 7:50 p.m.

10) ADJOURNMENT

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Jack Miller to adjourn the meeting at 7:50 p.m.

Vote: 4 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of July, 2016.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. d.

Meeting Date: 07/26/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 21, 2016 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the June 21, 2016 study session minutes.

Attachments

June 21, 2016 minutes

DRAFT

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

**TUESDAY, JUNE 21, 2016
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 21, 2016.

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

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Human Resources Director Laura Kyriakakis; Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 6:02 p.m.

2) Presentation by Climatec and discussion regarding an energy savings program for the Town. (Robert Smith, Town Manager)

Town Manager Smith introduced Brandon Woodward with Climatec and reported that:

- Climatec helped local governments and agencies provide energy efficiency for electrical savings. Staff began looking into this project two years ago.
- Mr. Woodward reviewed the Town's physical plant more than once, as well as LED and equipment subsidies through APS, and proposed a 10-year break-even period that paid for the construction project.
- After the initial proposal, staff asked Mr. Woodward about including relocation of certain ballfield light standards in the project to allow for tournaments and such.

(Councilmember Turner arrived at 6:04 p.m.)

Mr. Woodward introduced Lou Lagomarsino, Energy Tech, and presented the proposed program:

- Climatec developed self-funding building modernization energy-efficient projects for school districts and municipalities to: address unfunded maintenance needs; provide budget relief; reduce maintenance costs; and improve efficiency.
- The Town currently spent \$300,000 per year on energy use. This proposal would allow the Town to use maintenance and operations savings to fund the upgrades.
- The recommended upgrades included: LED lighting; occupancy sensors; building automation controls; HVAC replacements; APS utility rate analysis; and the possible option for ballfield lighting.

(Councilmember Miller arrived at 6:15 p.m.)

Mr. Woodward continued:

- Total facility improvements were estimated at \$500,000-\$700,000, with first year savings of \$60,000-\$80,000 and total lifecycle savings of \$1.5-\$2.0 million. Lifecycle was based on 10-15 years. Break-even would occur around year nine without the ballfield lights.
- Climatec had done such projects with the Chino Valley Unified School District and 40 municipalities or school districts across Arizona. He reviewed the CVUSD project.

Council, Mr. Woodward, and staff discussed:

- *APS utility rate changes*: Upcoming rate increases were factored into the project.
- *Savings numbers*: There were energy savings and operational savings, and there were some more components that needed to be identified before the final project could be presented.
- *Ballfield lights*: Staff wanted Council's feedback on the concept of including these in the project.
- *HVAC ductwork*: This was not included in the proposal, but they could inspect it and provide a quote.
- *Procurement*: The contract was structured as a lease, and the savings in the agreement were guaranteed. More often, rather than going out for bid, entities used cooperative purchasing through the SAVE (Strategic Alliance for Volume Expenditures) contract, in which the Town participated.

Council asked Mr. Woodward to provide detailed lifecycle savings and instructed staff to have Climatec evaluate the ballfield lights and bring final numbers.

3) Presentation, review and discussion of the first draft of the Strategic Plan 2016. (Ruth Mayday, Development Services Director)

Ms. Mayday led a review and discussion of the most recent draft of the 2016 Strategic Plan. She reported that, once outlined, staff will enter timelines on the objectives. Mr. Smith added that Council goals will be added in this format to the Strategic Plan.

Discussion topics included:

- *KRA 2, Goal 1-Industrial and Commercial Development Plan*: Proposed Central Business District and benefits other than tax abatement; reviewing this with the County Assessor; district boundaries; incentives for re-development; and Community facilities districts and enterprise zones related to Old Home Manor.
- *KRA 2, Goal 2-Road/Transportation Circulation Plan*: Alternate circulation for Road 2 North/SR 89 intersection; policy regarding multi-use paths; and protecting roads from separate trash trucks.
- *KRA 3, Goal 2-Citizen Engagement*: Monthly permit information on the web; monthly or quarterly reporting; other means to engage community; and community survey methods.
- *Strategic Plan in general*: Certain agenda items generated by the Strategic Plan; level of detail to include in the KRA action items and adding items as needed; refining the schedules quarterly; and how the Strategic Plan connected to the General Plan.
- *Other Strategic Plan elements*: Procurement process and how staff evaluated cost benefits,

control points, and layers of management and control; possible opportunities for the community to participate in the decision-making process; and the public process with regard to Planning and Zoning Commission items.

Council asked staff to include a legend for abbreviations used in the charts.

Staff asked Council to provide comments on this draft to Ms. Mayday by July 12, and she will:

- Research Survey Monkey and other online and offline survey methods.
- Add trash truck issue to the roads improvement Goal.
- Bring back updated item for review on July 19.

4) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to adjourn the meeting at 7:29 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 21st day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of July, 2016.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. e.

Meeting Date: 07/26/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 28, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the June 28, 2016 regular meeting minutes.

Attachments

June 28, 2016 minutes

DRAFT

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

**TUESDAY, JUNE 28, 2016
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 28, 2016.

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

Absent: Councilmember Jack Miller

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Gritman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Police Officer Steven Angel; Magistrate Catherine Kelley; Court Administrator Ronda Apolinar; Public Works Director/Town Engineer Michael Lopez; Public Works Manager Chris Bartels; Development Services Director Ruth Mayday; Tow Clerk Assistant (Recorder) Amy Pyeatt-Lansa

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

Mayor Marley called the meeting to order at 6:00 p.m.

Mayor Marley led the Pledge of Allegiance.

(Town Attorney Smiley attended via Skype.)

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

3) **CALL TO THE PUBLIC**

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

Leslie Horton with Yavapai County Community Health Services spoke about a new program allowing food stamp users to double up on purchases made at the Chino Valley and Prescott Farmers Markets.

Scott Freitag with Central Yavapai Fire & Medical spoke about the Quain Fire in Chino Valley, wildfire prevention and safety, and a project to refresh the Town's emergency plan.

Assistant Town Manager Gritman spoke about the Senior Center's Car Cruise event on July 9 to raise funds for Meals-On-Wheels.

4) **RESPONSE TO THE PUBLIC**

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

- a) Notification from Supervisor Brown regarding WIC.

Mayor Marley reported that this item was on tonight's agenda under item 7a.

- b) Comments regarding council candidacy.

Mayor Marley reported that political campaigning was prohibited during Council meetings.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Vice-Mayor Croft reported on the Town's July 4th Celebration.

Councilmember Cuka and Mayor Marley spoke about items being discussed by the Old Home Manor Recreation Committee.

Mayor Marley read a letter from the Arizona Attorney General's Office regarding their investigation of an alleged Open Meeting Law violation by the Council on February 9, and their conclusion that no violation occurred.

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

Town Manager Smith presented quarterly statistics on permitting and valuation, both of which were stronger than one year ago. He also spoke about the Lion's Club collecting old eye glasses during the 4th of July event.

6) **CONSENT AGENDA**

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

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

Vote: 6 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the Indigent Legal Services Contract with Brian Pursell to provide legal defense services for indigent defendants in the Chino Valley Municipal Court. Funds are budgeted in the Professional Services Line Item in the Municipal Court Budget. (Ronda Apolinar, Court Administrator)
- b) Consideration and possible action to cancel the August 23, 2016, November 22, 2016, and December 27, 2016 regular meetings to accommodate the annual League Conference, and Thanksgiving and Christmas holidays. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to accept the May 5, 2016 study session minutes. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to accept the May 10, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to accept the May 24, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Presentation by Stephen Tullos, Director of Yavapai County Health Department, and Craig Brown, County Supervisor, regarding a grant the County submitted for the Health Department building, mainly used for the Woman, Infant, Children's (WIC) program, located on the Town's north campus; and consideration and possible action to approve the lease agreement with the Yavapai County Community Health Services effective June 28, 2016 through June 30, 2021, for the property located at 1951 Voss Drive on the Town's north campus. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve the lease agreement between the Town of Chino Valley and the Yavapai County Community Health Services for the building located at 1951 Voss Drive for a 5-year term, effective June 28, 2016 through June 30, 2021 for \$1 / year and appropriate utilities.

Ms. Grittman reported that the Town had rented the subject facility to Yavapai County Health Department for over 12 years. To fulfill certain grant requirements, the County needed to extend their lease with the Town for another five-year period.

Craig Brown, District 4 Supervisor; Stephen Tullos, Director, Yavapai Community Health Services; and Willa Miller, WIC Coordinator, related that the WIC Center served 400-450 persons in Chino Valley, Paulden, Ash Fork, and Seligman; and the \$36,000 USDA grant to upgrade the facility would accommodate an expansion of services and increased participation.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the lease agreement between the Town of Chino Valley and the Yavapai County Community Health Services for the building located at 1951 Voss Drive for a 5-year term, effective June 28, 2016 through June 30, 2021 for \$1 / year and appropriate utilities.

Vote: 6 - 0 PASSED - Unanimously

- b) Consideration and possible direction to Staff regarding Climatec's proposed energy savings program to the Town of Chino Valley.

Recommended Action: Direction to Staff to work with Climatec to prepare an agreement with Climatec to undertake improvements to the Town's facilities to save costs related to utilities and electrical consumption. Said agreement to come back to Council for approval..

Mr. Smith recounted that during their last study session, Council asked staff to present the financial model on this proposal.

Brandon Woodward with Climatec reported that:

- Savings from this self-funding energy project will pay for the upgrades costs of just under \$600,000. The Town's first year savings, which included APS rebates, would be \$84,000. Total lifecycle savings equaled \$1.8 million.
- APS had agreed to offset the costs to relocate the sports lights by just under \$50,000.
- They evaluated the ducting in the Library and Police Department and found that it was in good shape and needed no repair.

In response to questions asked during the June 21 study session, he also reviewed information on the life cycle savings calculations, project cash flow per year, and next steps in more detail.

Mr. Smith added that would be some small rebalancing jobs to do in the Police Department and possibly Library that the Town could fund apart from the project.

Council, Mr. Woodward and staff discussed the following:

- *Field light relocations:* These were not self-funded, but the other upgrades would cover the costs.
- *WIC building:* This was not part of the project.
- *Financial review:* Finance reviewed the Town's electrical usage, and found that Climatec's estimates were 7% under the Town's actual usage, so the savings might be a bit greater than the proposal. National Bank would provide 2.75% low-interest financing.
- *Climatec's pricing and fair market value:* Climatec's pricing was vetted through the S.A.V.E. cooperative purchasing contract, and Climatec's savings were guaranteed. Staff was confident and comfortable with this approach.

Council discussed needing to get the most bang for the buck when going into debt and the absolute guarantee making it more comfortable.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to direct staff to work with Climatec to prepare an agreement with Climatec to undertake improvements to the Town's facilities to save costs related to utilities and electrical consumption; said agreement to come back to Council for approval.

Vote: 6 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve two lease agreements between the Town of Chino Valley and the Chino Valley Equestrian Association for 1) use of the current Rodeo Grounds at Old Home Manor, and 2) a long-term lease for 80 acres of land at Old Home Manor. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve a 2-year lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for the current Rodeo Grounds effective 6/30/2016 through 6/30/2018, and approval of a 10-year lease for 80 acres of land at Old Home Manor, effective 6/30/2016 through 6/30/2026.

Councilmember Cuka recused herself from this item, as she was a member of the Equestrian Association, to avoid the appearance of a conflict of interest.

Ms. Grittman reviewed key points of the proposed agreement and the original conceptual design and presented the item summary:

- The proposal included a two-year lease for the rodeo grounds and a long-term lease for 80 acres at Old Home Manor (OHM).
- The Equestrian Association was working with the OHM Recreation Committee, Public Works, and Development Services on the exact location for the 80 acres. As there was no legal description, Council could not approve the item tonight.
- While the agreement in the packet was for ten years, the latest version provided tonight recommended a five-year lease. The facility could be used for equestrian-related, entertainment, cultural events, and the like; and the Association would give an annual report to Council.

Susan Cuka clarified that the proposed Lease provided that the Association would remove the assets in the event of their dissolution, but their non-profit paperwork provided that if the Association dissolved, all assets would return to the Town. Town Attorney Smiley advised that there was option for the landlord to request that improvements not be removed, which would result in them becoming the Town's property.

Council requested that the Association include a financial report in its annual report.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to table the item until the next available meeting.

Vote: 6 - 0 PASSED - Unanimously

Mayor Marley recessed the meeting at 6:58 p.m. and reconvened it at 7:14 p.m.

- d) Public Hearing and consideration and possible action to approve Resolution No. 16-1085 adopting a Final Budget for fiscal year 2016/2017, and proposed expenditure limitation for the same year, in the amount of \$21,738,500. (Joe Duffy, Finance Director)

Recommended Action: (i) Hold public hearing; and (ii) Approve Resolution No. 16-1085 adopting a Final Budget and proposed expenditure limitation for fiscal year 2016/2017 in the amount of \$21,738,500.

MOVED by Vice-Mayor Darryl Croft; seconded by Councilmember Lon Turner to hold public hearing.

Vote: 6 - 0 PASSED - Unanimously

Mr. Duffy reviewed the budget process and budget highlights:

- *Overall:* The overall budget reduction was due to reducing the amount for a water system purchase.
- *General Fund:* Staff proposed to use \$200,000 of carryover funds in next year's budget and put \$400,000 in reserves.
- *HURF:* The fund received an additional \$34,000 from the State; and there was some carryover from this budget year and a transfer in from the General Fund.
- *Capital Improvements:* The budget included an extra \$2 million for grants or emergency; the Road 1 East extension will use up impact fees; and staff was projecting an increase in reserves.
- *Water:* Staff budgeted for an operational loss, but it should net \$51,000 next year. While this trend was good, the Town still needed additional water system users.
- *Sewer:* Projections from this year forward will be in the black, and the budget included the Mollie Rae sewer project.
- *Budget increases were included for:* Elections, MIS enhancements, cloud payroll, Police Department recruitment, additional Police Department officer in 2017, one-half position in Recreation, and sewer system capital repairs.
- *Employee-related increases included:* One additional full-time equivalent; 2% COLA and merit; and slight benefits increases.

Supervisor Craig Brown commended the Finance Department on the budget.

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

Vote: 6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Resolution No. 16-1085 adopting a Final Budget and proposed expenditure limitation for fiscal year 2016/2017 in the amount of \$21,738,500.

Vote: 6 - 0 PASSED - Unanimously

- e) Public Hearing and consideration and possible action to adopt Resolution No. 16-1084, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017, pursuant to Section 48-616, Arizona Revised Statutes, as amended provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. (Joe Duffy, Finance Director)

Recommended Action: (i) Hold a public hearing; and (ii) Adopt Resolution No. 16-1084, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

MOVED by Vice-Mayor Darryl Croft; seconded by Councilmember Mike Best to go into public hearing.

Vote: 6 - 0 Passed - Unanimously

Mr. Duffy reported that the Town managed three districts in the Bright Star subdivision. Their revenues were about \$4,000 and the Town paid APS for the expenses.

No one from the public spoke.

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

Vote: 6 - 0 Passed - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adopt Resolution No. 16-1084, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

Vote: 6 - 0 PASSED - Unanimously

- f) Consideration and possible action to appoint members of the Council as the Town's representative and alternate representative to the Northern Arizona Council of Governments (NACOG) Regional Council. (Mayor Marley)

Recommended Action: Appoint councilmembers as representative and alternate representative to the NACOG Regional Council.

Mayor Marley reported that he received a letter from NACOG asking the Town to appoint someone to this position. The group met quarterly.

Vice-Mayor Croft volunteered to represent the Town. Councilmember Turner volunteered as alternate.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to appointment Councilmember Turner as alternate and Vice-Mayor Croft as primary representative to the NACOG Regional Council.

Vote: 6 - 0 PASSED - Unanimously

- g) Consideration and possible action to revise the Subcommittee Charter of the Water & Utilities Subcommittee; to direct the Subcommittee to negotiate and work with the Chino Valley Irrigation District ("CVID") regarding possible acquisition by the Town of water distribution facilities and/or other water-related projects; and appoint Vice-Mayor Croft as an alternate member for these purposes. (Mayor Marley)

Recommended Action: Approve the revised Charter and appoint Vice-Mayor Croft as an alternate member for these purposes.

Staff report summary: Council had directed staff to form an ad hoc subcommittee to facilitate discussions with CVID and others related to acquisition of water distribution facilities and to potentially work with CVID and others regarding other water-related matters. They also proposed to add Vice Mayor Croft as an alternate to the committee. Later, staff found that a Water & Utilities Subcommittee already existed. Rather than form an ad hoc subcommittee, the Mayor and staff recommend that Council task the current Water & Utilities Subcommittee with this matter, revise the charter as recommended, and appoint the Vice-Mayor as alternate to the subcommittee.

Mayor Marley reported that the Water and Utilities Subcommittee's members were Councilmember Turner (Chair), and Councilmembers Mendoza and Miller.

Vice-Mayor Croft stated he was willing to serve as alternate.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve the revised Charter and appoint Vice-Mayor Croft as an alternate member for these purposes.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to recess the regular meeting and hold the executive session at 7:41 p.m.

Vote: 6 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations.

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 7:57 p.m.

10) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adjourn the meeting at 7:57 p.m.

Vote: 6 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 28th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of July, 2016.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. f.

Meeting Date: 07/26/2016

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 12, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 12, 2016 regular meeting minutes.

Attachments

July 12, 2016 minutes

DRAFT

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

**TUESDAY, JULY 12, 2016
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 12, 2016.

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

Absent: Councilmember Corey Mendoza

Staff Town Manager Robert Smith; Assistant Town Manager Cecilia Grittmann; Town Attorney Phyllis
Present: Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Lieutenant Vince Schaan; Police Officer Steven Angel; Development Services Director Ruth Mayday; Associate Planner James Gardner; Tow Clerk Assistant Amy Pyeatt-Lansa (Recorder)

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

Mayor Marley called the meeting to order at 6:03 p.m. and led the Pledge of Allegiance. He also recognized the Town's police officers for risking their lives every day.

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

3) **CALL TO THE PUBLIC**

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

Craig Brown, Chair, Central Yavapai Metropolitan Planning Organization (CYMPO), and District 4 County Supervisor, spoke about CYMPO entering into an agreement with CableOne to produce public service announcements regarding distracted driving.

Richard Boller, President, Paulden Area Community Organization thanked Council for supporting Paulden, specifically with regard to bus transportation to the pool for Paulden children and the annual salute to veterans.

Lee Paul, resident, spoke about the Dallas police shootings and the Town establishing a Police Appreciation Day.

4) **RESPONSE TO THE PUBLIC**

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

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Vice-Mayor Croft reported on the July 27 Candidates Forum at Town Hall.

Mayor Marley acknowledged those who planned and worked the Town's 4th of July event, including Dennis Gizzi, who provided parking on his property.

Mayor Marley read his Monthly Mayor's Report, which pertained to a formal report by the Mayor's Ad Hoc Old Home Manor (OHM) Recreation Committee regarding land uses at OHM.

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

Mr. Smith reported on the status of:

- Center Street Sewer project;
- Industrial Park project;
- Road 1 East project; and
- Building permits and valuation.

6) **CONSENT AGENDA**

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

7) **ACTION ITEMS**

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

- a) Consideration and possible action to approve Ordinance No. 16-820 rezoning approximately 1.37 acres of real property, located at 3385 Bacon Lane, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number (APN) 306-04-002V, located within the Southeast quarter of Section 3, Township 16N, Range 02W, Gila and Salt River Base and Meridian from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district. (Applicant: Robbie and Maggie Vermilyea) (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance No. 16-820, rezoning approximately 1.37 acres of real property located at 3385 Bacon Lane from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district.

Mr. Gardner presented the item summary:

- *Purpose of rezone:* Split the current home from associated business uses and sell the home. A rezone was required to move the use from the residential property being used as caretaker quarters for the business to residential use no longer associated with the business.
- *Public outreach:* Applicant met all requirements; no public members attended the neighborhood meeting.
- *Planning and Zoning Commission recommendation:* Commission recommended approval.
- *Conformance:* Zone change will require a 20-foot landscape buffer. The property would not be affected by community cores, and the zone change generally conformed to the General Plan and land use map.

Council asked about the landscaping plan. Mr. Gardner stated that the applicant will pay to establish the buffer on the residential side.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve Ordinance No. 16-820, rezoning approximately 1.37 acres of real property located at 3385 Bacon Lane from CH (Commercial Heavy) zoning district to SR-1 (Single Family Residential 1 acre minimum) zoning district.

Vote: 6 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve Ordinance 16-821 rezoning approximately 5.0 acres of real property, located at 2099 E. Perkinsville Road, Chino Valley, Arizona, consisting of a portion of Assessor's Parcel Number (APN) 306-02-018D, the Northwest quarter of Section 13, Township 16N, Range 02W, Gila and Salt River Base and Meridian from AR-5 (Agricultural-Residential 5-acre minimum) to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district. (Applicant: TDH Investments) (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance No. 16-821, rezoning approximately 5.0 acres of real property located at 2099 E. Perkinsville Road from AR-5 (Agricultural-Residential 5-acre minimum) zoning district to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district.

Mr. Gardner presented the item summary:

- *Purpose of rezone:* Split the property.
- *Public outreach:* Applicant met all requirements; only family attended the neighborhood meeting.
- *Conformance:* The property would not be affected by community cores, and the zone change generally conformed to the General Plan and land use map.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve Ordinance No. 16-821, rezoning approximately 5.0 acres of real property located at 2099 E. Perkinsville Road from AR-5 (Agricultural-Residential 5-acre minimum) zoning district to SR-2.5 (Single Family Residential 2.5-acre minimum) zoning district.

Vote: 6 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial services effective July 20, 2016 for a period of 2 years, for an annual amount of \$39,000. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial Services effective July 20, 2016 for a period of 2 years for an annual amount of \$39,000.00.

Staff report summary: When the City of Prescott gave notice of their intent to terminate their current agreement with the Town for prosecutorial services, the Town issued a Request for Proposals. A selection team reviewed the proposals, conducted interviews, and was recommending Cody Johnson with Lexington Law, who had previously served as Town Prosecutor through Prescott's agreement.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve contract between the Town of Chino Valley and Lexington Law Firm for prosecutorial Services effective July 20, 2016 for a period of 2 years for an annual amount of \$39,000.00.

Vote: 6 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve the First Amendment to the Arizona Commerce Authority Rural Economic Development Grant (REDG) Agreement to extend the term of the grant agreement until June 30, 2017. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the First Amendment to REDG-15-01 with the Arizona Commerce Authority.

Ms. Mayday reported that this \$250,000 grant had an 18 month sunset, and due to design delays, issues with EDA, and congressional delays, the grant agreement needed to be extended by one year.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the First Amendment to REDG-15-01 with the Arizona Commerce Authority.

Vote: 6 - 0 PASSED - Unanimously

- e) Consideration and possible action to approve a grant agreement with Arizona Public Service (APS) in an amount not to exceed \$75,000 for the purpose of funding the development improvements to the Old Home Manor Industrial Park. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the APS Grant Agreement in the amount of \$75,000 to be used for construction of infrastructure at Old Home Manor Industrial Park.

Ms. Mayday presented the item summary:

- Staff met with APS economic development staff to discuss shortfalls faced by small communities in meeting ACA/REDG grant match requirements. APS proposed to partner with Town on this and extend their assistance statewide for other such grant recipients, with the Town being the test case.
- The agreement was tied to ACA's reimbursement schedule; APS will refund 3.7% to cover a proportionate share of the grant.
- Development Services and Public Works will oversee the application submittals.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve the APS Grant Agreement in the amount of \$75,000 to be used for construction of infrastructure at Old Home Manor Industrial Park.

Vote: 6 - 0 PASSED - Unanimously

- f) Consideration and possible action to adopt Resolution No. 16-1086, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2016/2017, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 16-1086, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

Mr. Duffy reported that this was the final step to levy the tax for the street lighting improvement district in Bright Star Subdivision. The Town had no related expense; it just managed funds by receiving the money from the county and paying APS.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve Resolution No. 16-1086, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2016/2017.

Vote: 6 - 0 PASSED - Unanimously

- g) Consideration and possible action to appoint members of the Council as the Town's representative and alternate representative to the Central Yavapai Metropolitan Planning Organization (CYMPO). (Mayor Marley)

Recommended Action: Appoint Councilmember Best as representative and Vice-Mayor Croft as alternate representative to CYMPO.

Mayor Marley reported that the councilmember currently serving as representative had been working out of town or out of state, and there were two other councilmembers willing to serve.

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Darryl Croft to appoint Councilmember Best as representative and Vice-Mayor Croft as alternate representative to CYMPO.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

Mayor Marley recessed the regular meeting at 6:37 p.m. and reconvened the meeting at 6:45 p.m.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to go into executive session at 6:45 p.m.

Vote: 6 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor Marley)

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 7:59 p.m.

10) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to adjourn the meeting at 8:00 p.m.

Vote: 6 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of July, 2016.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 07/26/2016
Contact Person: James Gardner, Associate Planner
 Phone: 928-636-2646 x-1295
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 30 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance 16-819, amending the Unified Development Ordinance ("UDO"), Chapter 2, Definitions, Section 2.1, Meanings of Words and Terms; repealing Chapter 4.21 Sign Regulations, and adopting new Chapter 4.21 Sign Regulations, consisting of Sections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Removal, all as set forth in the "Amendments to the Unified Development Ordinance of the Town of Chino Valley Related to Signs, dated July 26, 2016". (James Gardner, Associate Planner)

RECOMMENDED ACTION:

Move to approve Ordinance 16-819, declaring the "Amendments to the Unified Development Ordinance of the Town of Chino Valley related to Signs, dated July 26, 2016" to be a public record and adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona, Related to Signs, dated July 26, 2016", by reference, amending the Unified Development Ordinance as follows:

(1) by amending Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms to add new definitions and revise existing definitions related to signs; and (2) amending Chapter 4 General Regulations as follows: (a) Deleting Section 4.21 Sign Regulations in its entirety; (b) Adopting new Section 4.21 Sign Regulations and Subsections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Enforcement, all as set forth in the "Amendments to the Unified Development Ordinance related to Signs, dated July 26, 2016".

SITUATION AND ANALYSIS:

Applicable “Policy”

Town of Chino Valley Unified Development Ordinance

Satisfaction of “Policy”**Summary of Issues and Staff Rationale**

The proposed amendments to Section 4.21 of the Unified Development Ordinance (UDO) are the culmination of an effort that has had fits and starts since 2014. The first round of amendments began in 2014, and were brought to P&Z January 6, 2015. Within a week, the Supreme Court had heard arguments on what was to become a landmark case: Reed, et al v. Town of Gilbert, et al., more commonly known as Reed v. Gilbert. Upon advisement from legal counsel, the amendments to the sign code were put on hold, pending a decision in Reed v. Gilbert. That decision came June 18, 2015, and was groundbreaking in a couple of ways: Its breadth. The decision seemed to make sweeping generalizations about the way that signage was regulated. The implications for jurisdictions around the country: almost everyone was regulating signs in a way that was not "content neutral", and doing so without a "compelling government interest"; which is the strict scrutiny test for content-based regulations. The process for Sign Code Amendments began again in January 2016, and public participation for this round of amendments began as in-office outreach to those applying for sign permits or renewing temporary sign permits. Emails were sent to all business license holders via our online permitting system, CitizenServe, on March 16th, 2016; and an ad hoc Sign Code Committee was formed. This committee met once monthly from April through June and comments and questions from the committee were addressed. During the same timeframe, a Survey was distributed via SurveyMonkey, an online survey platform. Concerns heard during this process range from: formatting, definitions, how we will address temporary signs, including flags and banners, off-premise signs, and sizes of wall signs, monument signs, and shingle signs. Attached is the public outreach summary. The intent of the revisions of the Sign Code are threefold: Compliance with Reed v. Gilbert Allowance for more signage for businesses, and creating a proportional allowance for signs based upon speed limits and frontages. To make a more easily understandable code that is easy to read for the public as well as easy to interpret for staff. The revisions proposed address those specific intents by: Creating content-neutral sign regulations Increasing maximum sign sizes, increasing total aggregate signage allowances, creating matrices or tables for different types of signage which allow for more signage on buildings fronting roadways with speed limits greater than 35 MPH, at 35 MPH, and less than 35 MPH (see Table 4.21.5.B-1 and Table 4.21.5.B-2 for examples). Creating a table-based format the spells out quantity, type, and placement of signage for each zoning district and reducing the number of pages of regulations from 22 to 11. This was achieved by creating a more compact format as well as removing provisions in the code which were written for a special purpose, provisions which conflicted with other parts of the code, and provisions which conflicted with state statute and case law. Attached herein are the amendments to Section 4.21 that have arisen from this process, as well as amendments to Chapter 2 of the UDO, amending, deleting, and adding new definitions for signage.

Findings of Fact

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

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 16-819

Sign Regulations - Exhibit to Ordinance

Public Participation Chart

ORDINANCE NO. 16-819

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO SIGNS, DATED JULY 26, 2016" AS A PUBLIC RECORD; ADOPTING THE "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO SIGNS, DATED JULY 26, 2016" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE AS FOLLOWS: (1) BY AMENDING CHAPTER 2 DEFINITIONS, SECTION 2.1 MEANINGS OF WORDS AND TERMS TO ADD NEW DEFINITIONS AND REVISE EXISTING DEFINITIONS RELATED TO SIGNS; AND (2) AMENDING CHAPTER 4 GENERAL REGULATIONS AS FOLLOWS: (A) DELETING SECTION 4.21 SIGN REGULATIONS IN ITS ENTIRETY; (B) ADOPTING NEW SECTION 4.21 SIGN REGULATIONS AND SUBSECTIONS 4.21.1 PURPOSE, 4.21.2 PERMITS REQUIRED, 4.21.3 GENERAL SIGN REGULATIONS, 4.21.4 MEASUREMENT OF SIGNS, 4.21.5 SIGN STANDARDS, 4.21.6 TEMPORARY SIGNS, 4.21.7 PROHIBITED SIGNS, 4.21.8 NON-CONFORMING SIGNS, 4.21.9 VIOLATIONS; ENFORCEMENT, ALL RELATED TO PROVIDING REASONABLE REGULATIONS OF SIGNS WITHIN THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, signs are an important means of communication, providing a means for entities to identify their locations, for businesses to advertise their products, and for individuals to express their opinions on public issues; and

WHEREAS, unregulated, signs may be disorienting to drivers creating serious traffic issue or may proliferate creating clutter, safety issues and long-term negative effects on the visual environment and economic development of the Town; and

WHEREAS, in *Reed v. Town of Gilbert*, the United States Supreme Court found that distinctions between certain types of signs are content-based if a person must read a sign to know whether a sign regulation applies; and

WHEREAS, many of the provisions of the Unified Development Ordinance ("UDO") dealing with signs would be content-based and unconstitutional pursuant to *Reed v. Gilbert*; and

WHEREAS, the Town of Chino Valley Town Council desires to regulate signs for the purposes of encouraging economic development of the Town while protecting the public safety and preventing the potential negative impacts of clutter and unsafe placement and construction of signs;

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

Section 1. In General.

That certain document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Signs, dated July 26, 2016" is hereby declared to be a public record and three paper copies or one paper copy and one electronic copy maintained in compliance with Arizona Revised Statutes § 44-7041, are filed in the office of the Town Clerk and kept available for public use and inspection.

The Unified Development Ordinance of the Town of Chino Valley, Arizona, is hereby amended by amending Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms; and amending Chapter 4 General Regulations as follows: (a) by deleting Section 4.21 Sign Regulations in its entirety; and (b) by adopting new Sections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-conforming Signs, and 4.21.9 Violations; Enforcement, all as set forth in that document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Signs, dated July 26, 2016", which document is hereby adopted and incorporated into this ordinance by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code 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 4. Providing for Penalties

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of July, 2016 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this 26th day of July, 2016.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 16-819 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 26th DAY JULY, 2016, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2016.

Jami C. Lewis, Town Clerk

Amendments to the Unified Development Ordinance
of the Town of Chino Valley, Arizona
Related to Signs, Dated July 26, 2016

The Unified Development Ordinance of the Town of Chino Valley, Arizona, Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms is hereby amended as follows (additions shown in ALL CAPS; deletions shown in ~~strike through~~):

2.1 Meanings of Words and Terms:

* * *

ANIMATION. AS PERTAINS TO SIGNS, THE PRESENTATION OF PICTORIALS AND GRAPHICS ON SIGNS DISPLAYED IN A PROGRESSION OF FRAMES WHICH GIVE THE ILLUSION OF MOVEMENT OF ANY PART OF THE SIGN STRUCTURE, DESIGN OR PICTORIAL SEGMENT, INCLUDING BUT NOT LIMITED TO THE ILLUSION OF MOVING OBJECTS, MOVING PATTERNS OR BANDS OF LIGHT, OR EXPANDING OR CONTRACTING SHAPES. ~~Animated, Sign. Any sign or part of a sign which changes physical position by any movement, rotation or undulation or by the movement of any light used in conjunction with a sign such as blinking, traveling, flashing or changing degree of intensity of any light movement other than burning continuously.~~

* * *

AWNING. A SHEET OF CANVAS OR OTHER MATERIAL STRETCHED ON A FRAME AND USED TO KEEP THE SUN OR RAIN OFF A STOREFRONT, WINDOW, DOORWAY, OR DECK. ~~Awning, Canopy, or Marquee Sign. A sign that is mounted or painted on, or attached to, an awning, canopy, or marquee that is otherwise permitted by this Ordinance. A marquee is defined as a canopy constructed of rigid materials which projects over an entrance to a building.~~

~~Banner, Sign. a temporary sign of fabric, plastic, paper, or other light pliable material not enclosed in a rigid frame.~~

* * *

~~Billboard, Sign. Same as Off site sign.~~

* * *

~~Business Sign. A sign which directs attention to a business or profession conducted on-site or to a commodity or service sold, offered, or Manufactured on site, or to an entertainment offered on site.~~

Cabinet Sign. A three-dimensional structure which includes a frame, borders and sign panel face and which may include internal lighting.

* * *

CANOPY. A STRUCTURAL PROTECTIVE COVER OVER A DOOR, ENTRANCE, WINDOW, OR OUTDOOR SERVICE AREA.

* * *

Construction or Development Sign. A temporary sign, limited to the period of construction, erected on a premises or an existing construction project, and designating the architect, contractor, designer, engineer, financier, or name and nature of the project.

* * *

Directional Sign. A sign containing information for the purpose of directing traffic or pedestrian travel and placed on the property to which or on which the public is directed. No more than twenty five percent (25%) of the area of a directional sign may be devoted to the display of a business logo or identification on such signs.

Directory Sign. A sign listing the names, uses, and/or locations of the various businesses or activities conducted within a building or group of buildings, but not for the purpose of advertising products, goods, or services.

* * *

Figurative Sign. A sign that advertises the occupant business through the use of graphic, or crafted symbols, such as shoes, keys, glasses, books, etc.. Figurative signs may be incorporated into any of the allowable sign types identified in this Ordinance.

* * *

Fixed Balloon. One or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or Manufactured, or to any entertainment.

* * *

Freestanding Monument Sign. An identification sign on its own self-supporting permanent structure, detached from supportive elements of a building, on a base that has an aggregate width of at least fifty percent (50%) of the width of the sign and with supports that complement the materials and colors used in the architecture on-site.

~~Street address numerals shall be provided on any freestanding monument sign located along the street to which the address numbering applies, in a contrasting color and/or material from the color and material used for the background for the numerals on the sign.~~

* * *

~~Illuminated Sign. A sign with the surface AAS TO SIGNS, artificially lighted BY AN ELECTRICAL SOURCE, internally or externally, EXCEPT WHERE THE LIGHT SOURCE IS SPECIFICALLY AND CLEARLY OPERATED FOR THE PURPOSE OF LIGHTING THE GENERAL OREA IN WHICH THE SIGN IS LOCATED RATHER THAN THE SIGN ITSELF.~~

* * *

~~MARQUEE. A CANOPY CONSTRUCTED OF RIGID MATERIALS WHICH PROJECTS OVER A WINDOW OR ENTRANCE TO A BUILDING.~~

* * *

~~Menu Board Sign. A sign displaying the bill of fare of a drive in or drive thru restaurant.~~

* * *

~~Non-Conforming Sign. A sign THAT WAS lawfully erectedESTABLISHED and maintained prior to the adoptionEFFECTIVE DATE of this OrdinanceCHAPTER OR AMENDMENTS THERETO; OR WAS LAWFULLY ESTABLISHED IN ANOTHER POLITICAL JURISDICTION PRIOR TO ANNEXATION TO THE TOWN; AND that does not conform with the requirements of this OrdinanceTO THE REGULATIONS FOR SIGNS FOR THE DISTRICT IN WHICH IT IS LOCATED.~~

* * *

~~Off Site Sign. A sign that directs attention to a business, commodity, service, entertainment, product or attraction sold, offered, or existing elsewhere than upon the property where the sign is located.~~

* * *

~~Parapet Sign. A sign attached to that portion of a building's exterior wall that projects above the plate line of the building.~~

* * *

~~Political Sign. A temporary sign that supports any candidate for public office or urges action for or against any other matter of a political nature.~~

~~Portable Sign. A temporary sign not affixed to a structure or ground mounted on a site.~~

* * *

~~Projecting Sign. A sign attached to a building or other structure and extending in whole or in part not more than twelve inches (12") beyond the building or other structure.~~

* * *

~~Reader Panel Sign. A sign which identifies a noncommercial institution or organization, on site, which contains the name of the institution or organization and associated individuals, and general announcements of events or activities at the institution, or similar messages of general public interest and is designed to permit immediate change of copy.~~

~~Real Estate Sign. A sign advertising the sale, lease or rent of the property or building upon which it is located.~~

* * *

~~Residential Kiosk Sign. A Town provided, informational sign indicating direction to multiple residential developments and community facilities.~~

* * *

~~Roof Sign. A sign erected on, above, or over the roof so that it projects above the highest point of the roofline, parapet, or fascia.~~

* * *

~~Shingle Sign. A sign suspended from, and located entirely under a covered porch, covered walkway, or an awning and is anchored or rigidly hung to prevent the sign from swinging due to wind movement.~~

* * *

Sign. Any NAME, identification, description, illustration, DISPLAY, symbol or device which is affixed TO, PAINTED, OR REPRESENTED directly or indirectly upon THE EXTERIOR OF a building, vehicle, structure, or land OR OTHER OUTDOOR SURFACE and

which identifies or directs attention to OR IS DESIGNED OR INTENDED TO DIRECT ATTENTION TO THE SIGN FACE OR TO AN OBJECT, product, place, activity, person, institution, ORGANIZATION or business. SIGNS DO NOT INCLUDE SUCH ITEMS WHEN LOCATED WITHIN AN ENCLOSED STRUCTURE OR INTERIOR TO AN ENCLOSED PATIO.

SIGN, AWNING. A SIGN PAINTED, INSTALLED, MOUNTED, ATTACHED OR OTHERWISE APPLIED TO OR LOCATED DIRECTLY ON AN AWNING, CANOPY, MARQUEE, OR OTHER COVERING STRUCTURE ATTACHED TO A BUILDING STOREFRONT, WINDOW, DOORWAY, OR DECK.

SIGN, BANNER. A TEMPORARY SIGN OF FABRIC, PLASTIC, PAPER, OR OTHER LIGHT PLIABLE MATERIAL NOT ENCLOSED IN A RIGID FRAME.

SIGN, BILLBOARD. SAME AS SIGN, OFF-SITE OR OFF-PREMISE.

SIGN COPY. ANY WORDS, LETTERS, NUMBERS, FIGURES, DESIGNS, OR OTHER SYMBOLIC REPRESENTATIONS INCORPORATED ONTO THE FACE OF A SIGN.

SIGN FACE. THE AREA OR DISPLAY SURFACE USED FOR THE MESSAGE.

SIGN, FIGURATIVE. A SIGN USING GRAPHICS, CRAFTED SYMBOLS, OR SCULPTED MATERIALS TO PRESENT THE MESSAGE OF THE SIGN. FIGURATIVE SIGNS MAY BE INCORPORATED INTO ANY OF THE ALLOWABLE SIGN TYPES IDENTIFIED IN THIS ORDINANCE.

SIGN, FREESTANDING. A SIGN ERECTED AND MAINTAINED ON A FRAME, MAST, POLE, OR OTHER STRUCTURE WHICH IS NOT ATTACHED TO ANY BUILDING.

SIGN, MONUMENT. A FREESTANDING GROUND-MOUNTED SIGN WITH AN AGGREGATE WIDTH OF AT LEAST FIFTY PERCENT (50%) OF THE WIDTH OF THE SIGN AND WITH SUPPORTS THAT COMPLEMENT THE MATERIALS AND COLORS USED IN THE ARCHITECTURE ON-SITE.

SIGN, OFF-SITE OR OFF-PREMISE. A sign that directs attention to a business, commodity, service, entertainment, product or attraction sold, offered, or existing elsewhere than upon the property where the sign is located.

SIGN, PARAPET. A SIGN ATTACHED TO THAT PORTION OF A BUILDING'S EXTERIOR WALL THAT PROJECTS ABOVE THE PLANE LINE OF THE BUILDING.

SIGN, POLITICAL. A TEMPORARY SIGN THAT SUPPORTS OR OPPOSES ANY CANDIDATE FOR PUBLIC OFFICE OR URGES ACTION FOR OR AGAINST A BALLOT MEASURE.

SIGN, PORTABLE. A TEMPORARY SIGN NOT AFFIXED TO A STRUCTURE OR GROUND-MOUNTED ON A SITE.

SIGN, PROJECTING. A SIGN ATTACHED TO A BUILDING OR OTHER STRUCTURE AND EXTENDING IN WHOLE OR IN PART NOT MORE THAN TWELVE INCHES (12") BEYOND THE BUILDING OR OTHER STRUCTURE TO WHICH IT IS ATTACHED.

SIGN, READER PANEL. A SIGN WHICH IS DESIGNED TO PERMIT IMMEDIATE CHANGE OF COPY.

SIGN, ROOF. A SIGN ERECTED ON, ABOVE, OR OVER THE ROOF SO THAT IT PROJECTS ABOVE THE HIGHEST POINT OF THE ROOFLINE, PARAPET, OR FASCIA.

SIGN, SHINGLE. A SIGN SUSPENDED FROM, AND LOCATED ENTIRELY UNDER A COVERED PORCH, COVERED WALKWAY, OR AN AWNING AND IS ANCHORED OR RIGIDLY HUNG TO PREVENT THE SIGN FROM SWINGING DUE TO WIND MOVEMENT.

SIGN, VEHICLE. A SIGN MOUNTED, PAINTED OR OTHERWISE PLACED ON A TRUCK, BUS, CAR, BOAT, TRAILER OR OTHER VEHICLE OR EQUIPMENT AND USED IN SUCH A MANNER THAT THE SIGN IS VISIBLE FROM A PUBLIC STREET OR RIGHT-OF-WAY WHERE THE PRIMARY PURPOSE OF THE VEHICLE OR EQUIPMENT IS TO DISPLAY THE SIGNAGE. THE PRIMARY PURPOSE OF THE VEHICLE OR EQUIPMENT SHALL BE PRESUMED TO BE TO DISPLAY SUCH SIGNAGE IF (A) THE VEHICLE OR EQUIPMENT IS NOT IN OPERATING CONDITION, CURRENTLY REGISTERED OR LICENSED TO OPERATE ON PUBLIC STREETS OR ACTIVELY USED IN THE DAILY FUNCTION OF THE BUSINESS TO WHICH THE SIGNS RELATE; OR (B) IS USED PRIMARILY AS A STATIC DISPLAY FOR THE DISPLAY OF THE SIGNAGE. VEHICLES AND EQUIPMENT ENGAGED IN ACTIVE CONSTRUCTION PROJECTS AND ON-PREMISE STORAGE OF EQUIPMENT AND VEHICLES OFFERED TO THE GENERAL PUBLIC FOR RENT OR LEASE SHALL NOT BE CONSIDERED TO BE VEHICLE SIGNS.

SIGN, WALL. A SIGN FASTENED TO OR PAINTED ON THE EXTERIOR WALL OF A BUILDING OR STRUCTURE IN SUCH A MANNER THAT THE WALL BECOMES THE SUPPORTING STRUCTURE FOR, OR FORMS THE BACKGROUND SURFACE OF THE SIGN.

SIGN, WINDOW. ANY POSTER, CUT-OUT LETTERS, PAINTED TEXT OR GRAPHIC, OR OTHER TEXT OR VISUAL PRESENTATION AFFIXED TO THE INTERIOR OR EXTERIOR OF A WINDOW, OR PLACED WITHIN SIX (6) FEET BEHIND A WINDOW PANE THAT IS PLACED TO BE READ FROM THE EXTERIOR OF A BUILDING. THIS DOES NOT INCLUDE ANY ITEM OF MERCHANDISE NORMALLY DISPLAYED WITHIN A STORE WINDOW OF A MERCHANT.

* * *

~~Vehicle Sign. A sign mounted, painted or otherwise placed on a truck, bus, car, boat, trailer or other vehicle or equipment and used in such a manner that the sign is visible~~

~~from a public street or right of way and the primary purpose of such vehicle or equipment is for the display of such signage. The primary purpose of such vehicle or equipment shall be presumed to be for the display of such signage if the vehicle/equipment is not in operating condition, currently registered or licensed to operate on public streets and actively used in the daily function of the business to which the signs relate, or is used primarily as a static display for the display of such signage. Vehicles and equipment engaged in active construction projects and the on-premise storage of equipment and vehicles offered to the general public for rent or lease shall not be considered to be vehicle signs.~~

~~Wall Sign. A sign fastened to or painted on the exterior wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign.~~

* * *

~~Window Sign. Any poster, cut-out letters, painted text or graphic, or other text or visual presentation affixed to the interior or exterior of a window, or placed within six (6) feet behind a window pane, and is placed to be read from the exterior of a building. This does not include any item of merchandise normally displayed within a store window of a merchant.~~

* * *

The Unified Development Ordinance of the Town of Chino Valley, Arizona, Chapter 4 General Regulations is hereby amended by deleting Section 4.21 Sign Regulations in its entirety and replacing it with the following:

4.21 Sign Regulations

4.21.1 Purpose: The purposes of this Ordinance are to establish reasonable regulations that:

- A. promote the public welfare and safety through the safe placement and installation of signs; and
- B. promote economic vitality for local businesses and services; and
- C. protect and enhance the Town's aesthetic interests by preventing over-proliferation of signs and maintaining a high quality of signs throughout the Town.

4.21.2 Permits Required.

A. Permit Required. Except as provided herein, it shall be unlawful for any person to construct, install, attach, place, paint, alter, relocate, or otherwise maintain any non-exempt sign in the Town without first obtaining a sign permit in conformance with this Sign Code.

B. Conflicts with other requirements. If provisions of this Sign Code are conflict with any other Town Code or ordinance, the more restrictive requirement(s) shall apply. Signs maintained contrary to the provisions of this Sign Code are declared to be nuisances and may be abated as provided by law.

C. Fees. Sign permit fees shall be as adopted by the Council by resolution.

D. Sign Permit Application. No sign permit application shall be accepted if not submitted with full payment of all fees required. Application for a sign permit shall be made to the Development Services Department on forms provided by the Town and shall include at a minimum the following information:

1. Yavapai County Assessor's parcel number identifying the property where the sign will be located;
2. Street address, if any, legal description of the property, and dimensions thereof. If the parcel is not within a recorded subdivision, a metes and bounds legal description shall be submitted with the application;
3. Name, address and telephone number of the property owner and agent, if any;
4. Signature of applicant or agent;
5. Inventory of all existing signs on the property showing the type, dimensions, and location of each sign;
6. Fully dimensioned plans and elevations showing the dimensions, placement of copy, and location of each proposed sign in relation to the property line(s) and public right(s)-of-way;
7. Plans indicating the scope and structural detail of the work to be done, including all connections, supports, footings, and materials to be used;
8. Type, placement, and strength of illumination, if any and required information for an electrical permit for signage illumination;

9. Such other information as the zoning administrator may require for the purpose of determining whether the application complies with the Sign Code requirements;

E. Sign Permit Review; Timeframes

1. Within ten business days of submission of an application for a sign permit, staff shall review the application for completeness. If the application is not complete, the applicant will be notified of the deficiency via email, telephone, or first class mail.
2. Within thirty business days of receipt of a complete application, Town staff shall review the application for compliance with the regulations set forth in this Code and in the Town Code, as applicable, and shall issue the permit or notify the applicant of deficiencies and the need for corrections.

F. Temporary Sign Permits. Signs with a limited duration of use, such as those provided in §4.21.6 shall obtain a temporary sign permit. The requirements and criteria for such signs are as follows:

1. Temporary sign permits shall be issued for no more than six months.
2. Temporary signs shall conform to all other requirements of this Code.

G. Exempt Signs. The following types of signs are exempt from the permitting requirements but shall comply with all other requirements and standards set forth in this Sign Code. No business shall have more than two (2) exempt signs and no more than two (2) exempt signs may be located on any residential lot, except as provided in the following table:

Description	Type	Number Permitted	Maximum Area and Height
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard		No limit
Posters			No limit
Flags in non-commercial zones		2 per parcel	15 sq. ft. per flag
A-Frame Signs		2 per frontage	12 Square feet total: See Table

			4.21.6 for regulations
Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted	1 per parcel	4 sq. ft.
Signs required to be relocated by the Town or other governmental agency			

4.21.3 General Sign Regulations

- A. The regulations, requirements, and provisions set forth in this Chapter shall apply to all signs erected, placed, or constructed within the Town.
- B. All signs shall be structurally designed, constructed, erected, and maintained in conformance with all applicable Technical Codes and regulations.
- C. Signs shall not be constructed or located in a manner that interferes with pedestrian or vehicular travel, obstructs free and clear vision of traffic, poses a hazard to either pedestrians or vehicles, or in such a manner to confuse, distract, or interfere with traffic and/or pedestrians.
- D. Signs shall be located a minimum of six feet (6') from property lines.
- E. All signs and sign structures, conforming and non-conforming, shall be maintained in good order, repair, and appearance at all times so as not to constitute a danger or hazard to the public safety or create visual blight as determined by the Zoning Administrator or his/her designee.
- F. All illuminated signs shall comply with §4.24 Outdoor Lighting including, but not limited to, Subsection 4.24.4 General Requirements, Sub-subsection (P).
- G. A non-commercial sign may be located in any location that a commercial sign is permitted and shall comply with the regulations set forth in this Chapter for that location.

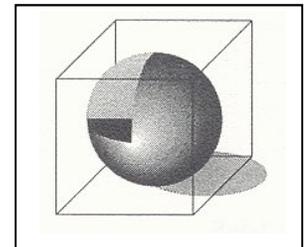
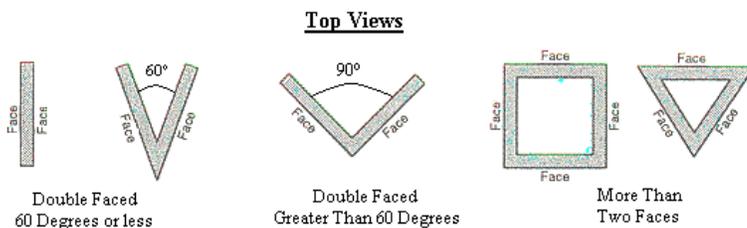
4.21.4 Measurement of Signs

- A. Sign Area shall be measured as follows:

1. Sign copy mounted or painted on a background panel or area distinctively painted, textured or constructed as a background for the sign copy shall be measured as that area within the outside dimensions of the background panel or surface.
2. Sign copy mounted as individual letters and/or graphics against a wall or parapet of a building or other structure that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy shall be measured as a sum of the smallest rectangles that will enclose each word and each graphic in the total sign copy.
3. Multi-face signs shall be measured as follows:
 - a. A two (2) faced sign shall be considered as one sign when determining the sign area, provided both faces are parallel or the interior angle between the two (2) sign faces is sixty degrees (60°) or less. If the interior angle is greater than sixty degrees (60°), the sign area shall be the sum of the area of the two (2) faces.
 - b. Where a sign has three (3) or more faces: the area of the sign shall be calculated as fifty percent (50%) of the sum of the area of all faces.

Multi-Face Signs

Non-Planar Signs



- c. Where a sign is a spherical, free form, sculptural, figurative or other non-planar sign, the sign area shall be fifty (50%) percent of the sum of the area of the sides of the smallest polyhedron that will encompass the sign structure.

B. Sign Height

1. Sign height shall be measured as follows.
 - a. Freestanding sign height shall be the vertical distance from the top of the highest element of the sign or sign structure to ground level. The monument base or other structure erected to support or ornament the sign shall be included as part of the sign height.

- b. When a freestanding sign is located below the average grade of an adjacent roadway “ground level” shall be measured from the average grade of the adjacent roadway.
- c. Wall or parapet-mounted sign height shall be the vertical distance to the top of the sign or sign structure from the base of the wall on which the sign is located.

4.21.5 Sign Standards

A. Wall Signs

Zoning District	Maximum Area	Maximum Height	Standards
SR-.16, SR-1, SR-1.6, SR-2.5	6 sq. feet		Not to exceed two (2) signs. May be illuminated.
AR-36, AR-5, AR-4*	8 sq. feet		Not to exceed two (2) signs. May be illuminated.
MR-1, MHP-4 Uses by Right*	3 sq. feet	6 feet above story floor level	May be illuminated.
MR-1, MHP-4 Conditional Uses*	As approved in Use Permit	As approved in Use Permit	As permitted in Use Permit
SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	16 sq. feet		Institutional facility uses allowed by right within residential zoning districts.
CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.A-1 Aggregate sq. footage = 200 sq. feet		Horizontal distance no greater than 80% of the width of the building Wall signs pertaining to any one (1) business within a complex, on a separate parcel or lot, or on a freestanding PAD shall be permitted on the exterior walls of the space occupied by the business. Where a building is situated on a corner of two roadways, the signage shall be calculated where the wall fronts each roadway. Where a wall does not face an adjacent roadway, 1 sq. ft. per linear foot of shall be permitted.

*Not applicable to institutional facility uses allowed by right within residential zoning districts.

Speed Limit Table A-1		
Speed Limit of Adjacent Roadway		
< 35 MPH	35 MPH	> 35 MPH
1.25 sq. ft. per linear foot	1.5 sq. ft. per linear foot	2 sq. ft. per linear foot

B. Freestanding Monument Signs

Use	Zoning District	Maximum Area	Maximum Height	Standards
Allowed by Right	OS, MR-1, MHP-4	32 sq. feet	6 feet	Maximum of 2 freestanding monument signs may be permitted. May be illuminated.
Subject to Conditional Use Permit	OS, MR-1, MHP-4	Per Use Permit	Per Use Permit	Per Use Permit
Institutional facility uses allowed by right in:	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, MR-1, MHP-4	32 sq. feet	6 feet	May be illuminated.
Single Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-1		May be illuminated.
Multiple Tenant Building	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		May be illuminated.
Shopping Centers or Commercial Centers	CL, CH, I, PL and OS	See Speed Limit Table 4.21.5.B-2		One sign may be permitted for every 500 ft. of street frontage; Maximum of 2 signs per street frontage. Individual buildings within the development and/or the PAD sites within the commercial center shall not be considered as separate developments for signage purposes. May be illuminated.
Drive Through Services	CL, CH, I, PL, and OS	96 sq. feet	8 feet	Sign area to be distributed between up to 3 signs, the faces of which shall not be visible from the public right-of-way.

Speed Limit Table 4.21.5.B-1

Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	.5 sq. ft. per lineal ft. of lot frontage; not to exceed 32 sq. ft.	.5 sq. ft. per lineal ft. of lot frontage; not to exceed 48 sq. ft.	.5 sq. ft. per lineal ft. of lot frontage; not to exceed 48 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

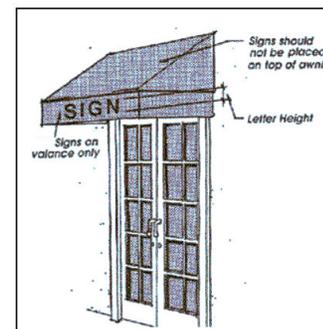
Speed Limit Table 4.21.5.B-2			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	64 sq. ft.	72 sq. ft.	96 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

C. Reader Panel and Electronic Signs

Uses	Zoning District	Maximum Area	Maximum Height	Standards
Institutional facility uses allowed by right	SR-.16, SR-1, SR-1.6, SR-2, SR-2.5, AR-4, AR-5, AR-36, OS, MR-1, MHP-4	32 sq. ft.	14 feet	8 foot minimum height to bottom of sign panel. No flashing messages permitted. Minimum message display time: 6 seconds
	CL, CH, I, PL, and OS	Electronic Signs: Per Use Permit	Electronic Signs: Per Use Permit	Electronic Signs: As conditioned in Use Permit.
	CL, CH, I, PL, and OS	Reader Panel Signs: 32 sq. ft.	Reader Panel Signs: 14 feet	8 foot minimum height to bottom of sign panel.

D. Awning Signs

Zoning District	Maximum Area	Standards
CL, CH, I, PL and OS	1 sq. ft. per lineal foot of building frontage	Copy shall be placed on the valance of the awning.



E. Shingle Signs and Projecting Signs

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Shingle Sign	CL, CH, I, PL, and OS	6 sq. ft.		8 ft. minimum clearance between bottom of sign and sidewalk. One sign permitted per business. Sign shall not encroach into public right-of-way, including sidewalk.
Projecting Sign	CL, CH, I, PL, and OS	9 sq. ft.		8 ft minimum clearance between bottom of sign and sidewalk. One sign permitted per business. Sign shall not encroach into public right-of-way, including sidewalk.

F. Parapet or Mansard Signs

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Parapet or Mansard	CL, CH, I	50% of the front face area of the parapet or mansard		Shall not project above the top of the parapet or mansard.

G. Aggregate Signage Limits

1. The total maximum aggregate signage shall not exceed two-hundred ninety-six square feet (296 sq. feet) for a single-tenant development.
2. The total maximum aggregate signage shall not exceed three-hundred sixty square feet (360 sq. feet) for a multi-tenant development.
3. Comprehensive Sign Packages may be approved by Planning and Zoning Commission and Town Council for multi-tenant developments with up to a 50% increase in total aggregate area.

4. The provisions above shall apply unless such guidelines are addressed in an approved comprehensive sign package.
5. Signage whose manner and placement has not been listed herein may be approved at the discretion of the Zoning Administrator or his/her designee.

4.21.6 Temporary Signs

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Banner, Pennant, Flag, Display	CL, CH, I, Public, Institutional Facility	48 sq. ft. aggregate		On-site only. Shall not be located above the roof of any building. Shall be maintained in good repair.
Banner, Pennant, Flag, Display	MR-1, MHP-4	24 sq. ft.		On-site only. Shall not be located above the roof of any building. Shall be maintained in good repair.
A-Frame	CL, CH, I, Public or Institutional Facility	Sizes limited to: 24" x 36" or 6 sq. ft. maximum.		May be made of wood, vinyl, metal, or other similar non-pliable material. Shall be on-site only. Up to two per frontage, not to exceed 12 sq. ft. total per parcel. Shall be maintained in good repair.

4.21.7 Prohibited Signs

Any sign not specifically listed as permitted by this Chapter is prohibited, including, but not limited to the following:

- A. Off-site commercial signs.
- B. Vehicle signs or signs mounted, attached, or painted on trailers, boats, or motor vehicles primarily or consistently parked, stored, or displayed in a manner intended to attract the attention of the public.
- C. Signs attached to any utility pole, or structure, streetlight, traffic signal, tree, fire hydrant, bridge, park bench or other location on public property.

- D. Signs that are animated, inflatable, or audible, or rotate or have intermittent or flashing illumination or emit audible sound or visible matter; except time and/or temperature units.
- E. Roof-mounted signs.
- F. Signs displayed in a manner or location that prevents free ingress and egress from a door, window or other exit.

4.21.8 Non-conforming Signs

A. A non-conforming sign may continue to be utilized in perpetuity only in the manner and to the extent that it existed prior to the effective date of this Chapter or any amendments thereto.

B. A non-conforming sign may not be altered in any manner not in conformance with the sign regulations in the zoning district in which it is located that are in effect at the time of the alteration, except for reasonable repair and maintenance of the sign or to change the copy provided that does not require structural alterations.

4.21.9 Violations; Removal

A. Notice of Violation: Notice of violation of this Chapter shall be provided by a Code Compliance Officer to the property owner, person in control, or authorized agent of the property. The time periods provided for correction of the violation shall be:

1. Permanent Signs. A 10 calendar day written notice shall be provided.
2. Temporary Signs. A 2 calendar day written notice shall be provided.
3. Portable Signs.
 - a. A 2 calendar day written notice shall be provided for Portable Signs other than those placed within the right-of-way.
 - b. A written notice is not required for Portable Signs placed within the right-of-way.

B. Authority to Remove

1. The Code Compliance Manager is authorized to require removal of any sign installed in violation of this Chapter. The Code Compliance Manager may remove or cause to be removed any Temporary Sign which is not removed by the owner.

2. The Building Official is authorized to remove or require the immediate removal or repair without written notice of any unsafe sign that creates an immediate hazard to persons or property.

C. Removal by Town. In the case of a sign code violation where the offending sign has been removed by the Code Compliance Officer, the notice provided pursuant to Section 4.21.9(A) shall state the reason for its removal.

D. Recovery of Costs. The costs of removal or repair of a sign by the Town shall be borne by the person who installed the sign, and, if unknown, the owner or lessee of the sign and of the property on which the sign is located. If the Town incurs costs in the removal or repair of a sign, the Town may bring an action in Municipal Court or Superior Court to recover its costs.

Sign Ordinance Outreach Plan and Review Schedule			Ongoing email/phone communication
What	Why	When	
In-Office Outreach With Business Owners	Expiration of Ord. 14-784, temporary banners and signs	January 1, 2016 – ongoing	
Media Outreach – Daily Courier	To invite involvement	February 5, 2016	
Outreach to Chamber of Commerce	To reach business-owners with signs	February 1, 2016 – ongoing	
Introductory Meeting at P&Z	To introduce topic to P&Z	March 1, 2016	
Emails to all business license holders with an email address	To invite participation and involvement in a Citizen Advisory Group	March 16, 2016	
Online Survey	Seeking input on past experiences and desired changes	By March 31, 2016	
Chamber of Commerce Online Survey	Same as above	By March 21, 2016	
1 st Citizen Advisory Group Meeting	Introduce topic to group, discuss possible changes and limitations	10:30 AM on April 11, 2016 (Development Services Conference Room)	
1 st Update at P&Z	To brief P&Z on input thus far	April 13, 2016	
2 nd Advisory Group Meeting	Continue discussion on sign code updates (after staff draft)	May 2, 2016	
2 nd Update at P&Z	To brief P&Z on input thus far (present draft)	May 3, 2016	
Chamber of Commerce Luncheon	Present draft plan to Chamber members, invite input	May 11, 2016	
3 rd Advisory Group Meeting	Discuss draft, make final changes	June 1, 2016	
3 rd Update at P&Z/1 st Public Hearing at P&Z	Present Final Draft and Ordinance to P&Z	June 15, 2016	
Final Public Hearing at P&Z	Present Final Draft and Ordinance to P&Z for vote	July 5, 2016	
Public Hearing at Town Council	Hold public hearing at Town Council, adopt ordinance	July 26, 2016	

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 07/26/2016
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action Item - Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve pre-qualification list of Professional Engineering Consultants. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve pre-qualification list of Professional Engineering Consultants.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley issued a Request for Qualifications for Professional Engineering Consultants.

Responses to the Request for Qualifications were received, reviewed and scored. The consultants receiving the highest score are placed on the pre-qualified list. The list will be used as needed to select the consultant the Town hires for future projects.

The top 5 firms in each major category were selected (highlighted).

The list is good for two years, with the option to renew for up to three one year periods.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Final Qualification List

Engineering RFQ

Town of Chino Valley 2016 Engineering RFQ List

Company	Wastewater Systems	Water Distribution System	Transportation Engineering	Traffic Engineering	Surveying	Storm Drainage Projects	Plan Review	Landscape Architect	Geotechnical and Environmental	Electrical and SCADA Programming	Total Scores	Average Score
1 Lyon Engineering	X	X	X		X	X					475	95.0
2 Civiltec Engineering, Inc.	X	X	X		X	X					473	94.6
3 Shephard-Westnizer, Inc.	X	X	X	X	X	X	X				467	93.4
4 EPS Group, Inc.	X	X	X	X			X	X			463	92.6
5 Kimley-Horn	X	X	X	X		X	X	X		X	463	92.6
6 Entellus	X	X	X		X	X	X				460	92.0
7 Rick Engineering Company		X	X	X	X	X		X			454	90.8
8 Dowl	X	X	X	X	X	X	X				453	90.6
9 Stanley Consultants, Inc.	X	X	X	X	X	X			X		453	90.6
10 Pace	X	X							X		448	89.6
11 Dava & Associates, Inc.	X	X	X		X	X	X				439	87.8
12 Granite Basin Engineering, Inc.	X	X	X	X	X	X					438	87.6
13 Ninyo & Moore								X			438	87.6
14 Hoskin Ryan Consultants, Inc.	X	X	X		X	X					434	86.8
15 ALT-CMT								X			428	85.6
16 Westland Resources	X	X			X		X	X			428	85.6
17 Speedie & Associates, Inc.									X		426	85.2
18 Wood/Patel			X		X	X					421	84.2
19 Woodson Engineering & Surveying	X	X	X		X	X	X				421	84.2
20 Sketch								X			413	82.6
21 Fluid Solutions	X	X									411	82.2
22 Norris Design								X			410	82.0
23 Archaeological Consulting Services, Ltd									X*		409	81.8
24 Structural Grace, Inc.			X								409	81.8
25 Cardno		X			X	X		X			399	79.8
26 Logan Simpson								X			395	79.0
27 M3 Engineering & Technology Corporation									X		388	77.6
28 Western Technologies, Inc.								X	X		387	77.4
29 Engineering & Testing Consultants, Inc.								X	X		384	76.8
30 Valentine Environmental Engineers	X	X									373	74.6
31 Controlled Energy Engineers, LLC	X	X				X	X			X	348	69.6
32 NV5, Inc.									X		325	65.0

* Firm Submitted for Environmental Only. - One additional firm was selected in this category.

**NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FROM
ENGINEERING FIRMS FOR PRE-QUALIFIED CONSULTING SERVICES
TOWN OF CHINO VALLEY, ARIZONA**

Deadline: **3:00 p.m., June 15, 2016.**
Submittal Location: Town Clerk’s Office, 202 North State Route 89, Chino Valley, AZ 86323
Staff Contact: Joe Duffy, Town Finance Director
RFQ available at: Town Clerk’s Office, 202 North State Route 89, Chino Valley, AZ 86323

Date and Location for Submittal: Sealed Statements of Qualifications (SOQ’s) from qualified engineering firms will be received at the Chino Valley Town Clerk’s Office, 202 North State Route 89, Chino Valley, AZ 86323 by **3:00 p.m., MST, June 15, 2016.** SOQ’s must be submitted in a sealed envelope clearly marked in accordance with the requirements of the Request for Qualifications (RFQ). The SOQ must include all information items listed in the RFQ in the order listed. Any SOQ received after the time specified will be returned unopened. No electronic submittals or amendments will be accepted. It is the proposer’s responsibility to assure SOQ’s are received at the above location on or before the specified time.

Project Description: Pre-Qualified Engineering and architectural consulting services.

SOQ Format: Each SOQ received must be in accordance with the format and information provided within the RFQ package. Any submittal that does not conform, in all material respects to the requirements of the RFQ, will be considered non-responsive. Each SOQ shall be submitted in a sealed envelope per the directions provided in the RFQ.

Right to Reject SOQ: Chino Valley reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. Chino Valley, or its consultants and advisors, will not be responsible for any cost incurred by any firm submitting a SOQ or responding to this notice.

Equal Opportunity: Chino Valley is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit on this Project.

DATED:

TOWN OF CHINO VALLEY, ARIZONA

May 11, 2016

Jami Lewis
Jami Lewis, Town Clerk

Publications Date(s):

TOWN OF CHINO VALLEY, ARIZONA

REQUEST FOR STATEMENT OF QUALIFICATIONS FROM ENGINEERING AND ARCHITECTURAL FIRMS FOR PRE-QUALIFIED CONSULTING SERVICES

Project Name: Pre-Qualified Engineering and Architectural Consulting Services

1.0 REQUEST FOR QUALIFICATIONS

The Town of Chino Valley invites qualified engineering and architectural firms (“Consultants”) to submit a Statement of Qualifications (SOQ) for consulting services in the following categories:

- Water Distribution System
- Transportation Engineering
- Surveying
- Plan Review
- Geotechnical Engineering
- Electrical & SCADA Programming
- Wastewater System
- Traffic Engineering
- Storm Drainage Projects
- Landscape Architecture

The SOQs will be evaluated based on the criteria set forth below in Section 5. Up to five of the highest rated Consultants from each group will be selected for inclusion on the pre-qualified consultant shortlist. Fee proposals will be requested from selected Consultants at a later time.

These lists will be used to invite consultants to submit proposals to provide professional services on specific project assignments. Formal interviews may or may not be conducted depending upon the size and complexity of the specific project. Resulting selection lists shall remain active for at least two years with the option of three, one year renewals at the discretion of the Town Manager.

For large or complex projects or for very specialized work, the Town may issue a separate RFQ/RFP process. All processes are being conducted in accordance with Arizona Revised Statute Title 34, as applicable.

2.0 INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

Sealed Statements of Qualifications will be received at the Town Clerk’s Office, 202 North State Route 89, Chino Valley, AZ 86323 until 3:00 p.m. MST, June 15, 2016. One (1) original and five (5) copies of the SOQ must be submitted in a sealed envelope clearly marked on the lower left hand corner of the sealed mailing envelope: “SOQ for Pre-Qualified Engineering and Architectural Consulting Services”. **Any Statement of Qualifications received at the wrong location, unsealed or after the time specified will not be accepted and shall be returned without being opened.**

Only one submittal set shall be submitted per firm or company.

All submittals shall follow the format and sequence described below. Failure to follow the instructions may result in rejection of the proposal. Please limit requested information to not more than twenty (20) 8 1/2" x 11" pages, not including front or back covers, and not smaller than 11 point font. The SOQ must include the following items in the order indicated:

- A. Cover letter (one page only) addressed to: Robert Smith, Town Manager.
- B. Completed Specialty Check List (attached to this Request as Attachment 1). Please only check categories for which you are professionally qualified, have fully addressed and for which you desire to be considered.
- C. The statements must include a title sheet with the following information:
 1. Title: "SOQ for Pre-Qualified Engineering and Architectural Consulting Services".
 2. Submitted to: Town of Chino Valley Town Manager, Robert Smith.
 3. Submittal Date: _____
 4. Submitted by: Engineering Firm or Individual, (submitting) include address, contact person, email and phone number.
- D. Firm's Capabilities: Provide a brief description of the firm including the number and types of personnel who would provide services on projects. Provide a list of relevant projects in which the firm had significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects. (Five pages maximum).
- E. Staff qualifications (in house): General or specific experience, certifications, licenses and memberships in professional associations, societies or boards. Provide resumes of personnel who will serve in key positions for projects including specific experience for each person on relevant projects. (Five pages maximum).
- F. Statements concerning your design philosophy and approach to developing sound engineering or architectural recommendations and your approach to problem resolution. (One page minimum).
- G. Detailed list of references including contact names, addresses, phone numbers, services performed, projects completed, date projects completed and dollar amounts of projects completed.

Please be advised that failure to comply with the following criteria will result in disqualification:

- Receipt of submittal by the cut-off date and time specified.

- Receipt of submittal at the proper location.
- Receipt of a sealed submittal package.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.

Consultants wishing to submit an SOQ may pick up the Request for Qualifications instructions/information packet at the Town Clerk's Office, Town of Chino Valley 202 North State Route 89, Chino Valley, AZ 86323 or online at www.chinoaz.net. Information regarding this project may be obtained by contacting Joe Duffy, Finance Director at 928-636-2646, jduffy@chinoaz.net.

3.0 GENERAL DESCRIPTION OF PROJECT

The Town of Chino Valley is seeking Professional Consulting Engineering and Architectural firms to be considered for a pre-qualified consultant selection list. Only firms capable of providing the requested professional services to fully develop the projects will receive consideration. Qualified firms are invited to submit Statements of Interest and Qualifications.

Proposals will only be considered from firms with a responsible party who is duly registered in the State of Arizona with the State Board of Technical Registration.

Elements of the services to be provided include studies, site investigations, planning, preliminary design concepts and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans) improvement district administration and presentations at public meetings.

All projects involving the preparation of design plans and specifications require those documents to be sealed by a professional registered in the State of Arizona.

Categories included are:

- Wastewater Systems- Studies, collection and disposal system designs, treatment plants and lift stations.
- Water distribution system- Feasibility studies, wells, distribution systems, pump stations, storage facilities, and treatment plants.
- Transportation Engineering- Roadway improvement projects, master plans, and intersection designs and bridges.
- Traffic Engineering- Speed and volume studies, traffic signal warrant studies, traffic signal design, and intelligent transportation system (ITS).

- Surveying- Including topographic surveys, boundary surveys, construction staking and as-built surveys, right of way and easement investigation, ALTA, and preparation of legal description.
- Storm Drainage Projects- Master plans, hydrology studies, designing storm water drainage facilities.
- Plan Review Services- Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.
- Landscape Architect- Master Plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.
- Geotechnical and Environmental- Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.
- Electrical Design and SCADA (Supervisory Control and Data Acquisition) Programming- Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming and telemetry.

If a Consultant is available to provide engineering services and/or architectural services in more than one area, the Consultant may be placed on multiple lists. Between three (3) and five (5) Consultants will be selected for the list. The Town intends to use this list to direct select Consultants to provide consulting services for appropriate projects as the need to initiate new projects arises. Thus, selection under this solicitation is not selection for a specific project (or projects) and no contract will exist between the Town and any of the Consultants until a project-specific contract has been initiated by the Town and executed between the Town and the Consultant. A separate contract with an associated scope of work will be negotiated between the Town and the Consultant for each specific project.

The Town makes no guarantee that any Consultant on the list will be selected for a project or be offered a contract. The Town also makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. The Town further makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) within any project type will be spread equally or according to any other specific percentage split among the various Consultants on the list. The quantity of work awarded (measured in dollar value or otherwise) also may or may not mirror the ranking of the Consultants on the list.

While the Town intends to use the list whenever possible, it reserves the right to direct select Consultants not on the list to perform professional services. The Town also reserves the right to issue separate solicitation(s) for specific projects when it is in the Town's best interest to do so. However, the Town recognizes the time and expense in preparing an SOQ and anticipates using the list whenever feasible.

Unless otherwise determined by the Town, the list to be established under this solicitation shall become effective upon approval of the list by the Town Council, and shall remain valid for two (2) years, with the Town reserving the right to extend the use of the list by three additional one-year terms. Any extension made shall be in writing to the Consultants on the list. The Town also reserves the right to cancel or otherwise nullify the list prior to the expiration date(s) stated herein by written notice to the Consultants on the list.

4.0 SCOPE OF WORK

The Scope of Work for these services includes studies, design review, master plans, planning, engineering designs, site investigations, preliminary sketches and contract document development (preparing detailed plans, assembly of specifications and estimates). Other duties of the consultant may include but are not limited to construction management and administration, inspection services, shop drawing review, construction staking and post design services.

5.0 SOQ EVALUTION AND SCORING

The selection criteria and relative weights for selecting the Consultants on the final list are as follows:

<u>CRITERIA</u>	<u>POINTS</u>
Firm's relevant experience, availability and capability (Item D)	40
Personnel qualification and pertinent experience (Item E)	35
General Factors & compliance (Items A, B, C & F)	15
References (Item G)	10
TOTAL POINTS POSSIBLE	100

6.0 SELECTION PROCESS

6.1 Selection Committee: A Selection Committee will review the Statements of Qualifications and develop a final list with a minimum of three (3) and maximum of five (5) Consultants on the list for each category of services listed. The criteria to be used to determine the Consultants on the final list are set forth in Section 5.0.

6.2 Key Personnel: The Consultant shall ensure that key personnel identified in its SOQ shall be the key personnel assigned to any project assignment. Such key personnel shall not be replaced without prior written acceptance of the Town. Unauthorized replacements will result in disqualification of the proposal or breach of the Contract.

7.0 TOWN OF CHINO VALLEY CONTACT

Questions may be directed in writing to Joe Duffy, 202 North State Route 89, Chino Valley, AZ 86323. Questions must be received by the end of business on June 3, 2016 so that response may be posted as an addendum to the RFQ. Email: jduffy@chinoaz.net; Telephone: 928-636-2646.

8.0 TERMS AND CONDITIONS

This RFQ does not commit Chino Valley to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

- 8.1 Chino Valley reserves the right to extend the date by which the submittals are due.
- 8.2 Chino Valley reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If Chino Valley cancels or revises the RFQ, all respondents of record will be notified in writing by Chino Valley.
- 10.3 All submittals become the property of Chino Valley. Information contained in a Statement of Qualifications shall be made public after the final list is verified and approved by the Town Manager.
- 10.4 Chino Valley reserves the right to request additional information and/or clarifications from any or all Respondents to this RFQ.

11.0 EQUAL OPPORTUNITY

Chino Valley is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit Statements of Qualifications on the Project.

Consultants shall confirm receipt of all addenda issued to this RFQ in its cover letter submitted with its Statement of Qualifications. It is the Consultant's sole responsibility to confirm receipt of all addenda issued to the RFO. Failure to do so will result in the proposal being declared non-responsive. Consultants will NOT be notified of addenda by fax.

- Attachments:
- 1. Specialty Check List
 - 2. Pro forma contract for services

ATTACHMENT 1

SPECIALTY CHECKLIST

The following check list shall be completed and placed in the SOQ Submittal Packet immediately following the cover letter. Check only those categories for which you are (1) qualified, (2) have addressed in your submittal, and (3) for which you want to be considered.

- Wastewater systems
- Water Distribution System
- Transportation Engineering
- Traffic Engineering
- Surveying
- Storm Drainage Projects
- Plan Review
- Landscape Architect
- Geotechnical and Environmental
- Electrical & SCADA Programming

PRO FORMA CONTRACT

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into as of this _____ day of _____, 20____, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as the “the Town” and _____, hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing professional engineering/architectural services for the Town on the _____ project, hereinafter referred to as the “Project,” the Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

- 1.1 Retention of the Consultant: In consideration of the mutual promises contained in this Agreement (“Services”), the Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.
- 1.2 Scope of Services: The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the Services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. **[FOR ENGINEERING SERVICES ONLY:** At a minimum, construction documents shall conform to the following standards: (i) all plans (of the same type) shall be drawn at the same scale, (ii) the correct information shall be shown the least number of times, (iii) all plans shall have the same orientation, (iv) consistent terminology shall be used between the plans and specifications, (v) vague notes (such as “see architectural” or “see structural”) shall be avoided and cross references shall be specific, (vi) match line locations shall be consistent in all descriptions, (vii) wall sections on the same sheet shall be shown at relative elevations to each other and (viii) references to “by others” shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the industry for complete documents necessary to construct a fully operational and functional facility. Consultant shall take measures necessary to comply with this requirement prior to final submittal to the Town. Incomplete items shall be completed by the Consultant at its cost.]
- 1.3 Responsibility of the Consultant
- 1.3.1 Consultant hereby agrees that the documents prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents prepared by Consultant shall be prepared in accordance with professional standards applicable to the Project. Any review or approval of said documents does not diminish these requirements.
- 1.3.2 **[FOR ENGINEERING SERVICES ONLY:** The Town’s construction budget for this Project is \$ _____. Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Project site. During design, Consultant shall maintain cost controls to deliver the Project within the construction budget.

Consultant shall complete the design documents, such that construction cost of the Project designed by Consultant will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town. If the construction budget is exceeded, Consultant shall value Consultant the Project at no additional cost to the Town. As used herein, "cost of construction" shall mean the total cost or estimated cost to the Town of all elements of the Project designed or specified by Consultant, but does not include the compensation of the Consultant and the Consultant's subcontractor or consultants.]

- 1.3.3 **[FOR ENGINEERING SERVICES ONLY:** Consultant shall perform the Services under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. Consultant shall deliver to the Town, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. In order to document exactly what CADD information was given to the Town, Consultant and the Town shall each sign a "hard" copy of reproducible documents that depict this information at that time. The Town agrees to release Consultant from all liability, damages, and/or for claims that arise due to any changes made to this information subsequent to it being given to the Town.]
- 1.3.4 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.
- 1.3.5 Consultant shall designate [REDACTED] as Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. "Key Personnel" includes the Consultant employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first make a written request to and obtain the approval of the Town.
- 1.3.6 Consultant's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.
- 1.3.7 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- 1.3.8 Consultant shall provide required reports on the progress of the Services and the design budget to the Town.

1.4 Responsibility of the Town

- 1.4.1 The Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals. The Town agrees to obtain its own legal, insurance and financial advice the Town may require for the Project.

- 1.4.2 The Town shall provide Consultant with the budget for the Project in order that preparation of the Contract Documents will be consistent with such budget.
- 1.4.3 The Town shall provide Consultant with any technical requirements of the Town, which shall be incorporated into the documents prepared by the Consultant.
- 1.4.4 The Town designates _____ as its Project Representative. All communications from the Town to Consultant shall be directed to the Project Representative.

2. CONTRACT TIME AND CONTRACT SUM

- 2.1 Contract Time: The Services shall be complete on or before _____.
- 2.2 Contract Sum: The Contract Sum is set forth in Exhibit C. Total cost of the Services, including reimbursable costs shall not exceed _____ dollars (\$ _____) without the written agreement of the Town.
- 2.3 Method of Payment: Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.

3. CHANGES TO THE SCOPE OF SERVICES

- 3.1 Change Orders: the Town may, at any time, by written change order, make changes in the Scope of Work. A form of change order is attached hereto as Exhibit D. If Consultant believes a change in the Scope of Work has been ordered, Consultant shall submit a request for a change order in writing within ten (10) days from the date of receipt by Consultant of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by the Town except as provided herein nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless the Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

- 4.1 General: Consultant agrees to comply with all the Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.
- 4.2 No Representation of Coverage Adequacy: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance

with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- 4.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 4.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- 4.5 Primary Insurance: Consultant's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.
- 4.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 4.7 Waiver: All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 4.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. the Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Consultant shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 The Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent
- B. Auto Liability-Under ISO Form CA 20 48 or equivalent
- C. Excess Liability-Follow Form to underlying insurance

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Consultant under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.10.5 Project descriptive information including:

- A. Project Name
- B. Project Number
- C. Contract Number

4.11 Required Coverage

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as

Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- 4.11.2 **Professional Liability:** Consultant shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Consultants and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.11.3 **Vehicle Liability:** Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 4.11.4 **Workers’ Compensation Insurance:** Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or

alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Consultant, its agents, employees or any tier of Consultant's subcontractors related to the Services in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Consultant's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

- 5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

- 6.1 Termination: the Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Town to fulfill its obligations.
- 6.2 Payment to Consultant Upon Termination: If the Agreement is terminated, the Town shall pay the Consultant for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

- 7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 7.2 Examination of Records: The Consultant agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement.

- 7.3 Ownership of Document and Other Data: Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. the Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.
- 7.4 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.
- 7.5 Independent Contractor: Consultant shall be an independent contractor and not an agent of the Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.
- 7.6 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate the Town work product or information for the benefit of any third parties without the Town consent.
- 7.7 Sole Agreement: There are no understandings or agreements except as herein expressly stated.
- 7.8 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
- 7.9 Time is of the Essence: The timely completion of the Project is of critical importance to the economic circumstances of the Town.
- 7.10 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.
- 7.11 Immigration Law Compliance Warranty:
- 7.11.1 As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program.
- 7.11.2 If Consultant uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant

that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

7.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. the Town at its option may terminate the Contract after the third violation. Consultant shall not be deemed in material breach of this Contract if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

7.11.4 The Town retains the legal right to inspect the papers of any Consultant or subcontractor employee who works on the Contract to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

7.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

7.12 Equal Treatment of Workers: Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Services. Consultant shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Consultant shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.13 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

The Town:

Consultant:

Name
Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

Representative Name
Representative Title
Consultant’s Name
Consultant’s Address

The address may be changed from time to time by either party by serving notices as provided above.

8. SUSPENSION OF WORK

- 8.1 Order to Suspend: the Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.
- 8.2 Adjustment to Contract Sum: If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (2) for which a change order is executed.

9. INTERESTS AND BENEFITS

- 9.1 Conflict of Interest of Consultant: The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- 9.2 Interest of the Town Members and Others: No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.
- 9.3 Non-Solicitation: Consultant agrees that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, the Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.
- 9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, the Town may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event the Town elects to exercise its

rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to the Consultant.

10. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Consultant from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

IN WITNESS WHEREOF, the Town and the Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Name, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

CONSULTANT

By: _____
Title: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

CONSULTANT'S KEY PERSONNEL AND SUBCONTRACTORS

CONSULTANT'S KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
PAYMENT SCHEDULE

A. COMPENSATION

1. Not to exceed \$ _____.
2. Such amount shall be based upon the Schedule attached hereto. [ATTACH CONSULTANT'S FEES AND PAYMENT SCHEDULE]

B. METHOD OF PAYMENT

1. Invoices shall be on a form and in the format provided by the Town and are to be submitted to the Town via the Town's authorized representative.
2. Upon receipt and approval of CONSULTANT'S invoices, the Town agrees to make payments within thirty days of receipt of the invoice as follows:

<u>Phase</u>	<u>Cumulative Amount</u>
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C. REIMBURSABLE COSTS

CONSULTANT will be reimbursed for expenses up to a maximum amount of \$ _____. All reimbursable costs must be submitted with monthly bill. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at ____ cents per mile. Any out of state travel must receive prior approval of the Town.)
2. Costs of outside printing services, as required by the contract.
3. Cost of long distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
4. Cost of other items as required, with prior approval from the Town.

EXHIBIT D

CHANGE ORDER NO. _____

PROJECT:
DATE:
OWNER: Town of Chino Valley
PROJECT NO:
CONTRACT DATED:
CONSULTANT:

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM: \$ _____
Previously Authorized CHANGE ORDERS: \$ _____
CONTRACT sum prior to this CHANGE ORDER: \$ _____
CHANGE ORDER # Amount: \$ _____
New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

Consultant _____
(Date) (Name)

the Town: _____
(Date) (Name)

Not valid until signed by the Town and Consultant. Signature of Consultant indicates acceptance, including CONTRACT SUM and CONTRACT TIME.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 07/26/2016
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve increasing the Mayor's annual compensation to \$4,800, to be paid in 12 consecutive monthly installments of \$400, and to approve increasing each Council member's annual compensation to \$2,400, to be paid in 12 consecutive monthly installments of \$200, with the first installment being paid in December 2016. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve Ordinance 16-822, repealing Ordinance 35 dated February 10, 1983, setting compensation of Mayors and Council members at \$2,400 per year and \$1,200 per year, respectively.

Approval Resolution 16-1088, fixing and setting the compensation of Mayors and Council members at \$4,800 per year and \$2,400 per year, respectively.

SITUATION AND ANALYSIS:

Issue Statement

In February 1983, the Mayor and Council member's compensation was adjusted to the current rates, in which the Mayor receives an annualized compensation of \$2,400 and each Council member receives an annualized compensation of \$1,200. The compensation for Mayors and Council members has not changed in 33 years and in that time the Consumer Price Index has increased by approximately 137%. Attached is a recent survey of other towns and cities in the State of Arizona, who have similar populations. Persons selected as Mayor and members of Town Council will be eligible to receive any adjusted compensation after the upcoming 2016 election and will begin receiving the adjusted compensation beginning on December 14, 2016.

Applicable "Policy"

The Town Code changed some time between 1983 and 2016 to provide, in Section 30.005, that the Council's salary is set by resolution - not ordinance. Therefore, in order to adopt a new compensation for Mayors and Council members, the previous ordinance must be repealed, through an ordinance, and a resolution must be adopted setting the new compensation amounts.

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-50-5109

Available: 19,200

Funding Source:

The additional annual compensation of \$9,600 has been included in the 2016-2017 budget.

Attachments

Ordinance 16-822

Resolution 16-1088

Council Member Compensation Survey

ORDINANCE NO. 16-822

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, REPEALING ORDINANCE NO 35 RELATED TO SETTING THE SALARIES OF THE MAYOR AND MEMBERS OF THE COUNCIL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES, AND SETTING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 35 was approved by the Town of Chino Valley on February 10, 1983, setting the salaries of the Mayor and Town Council members at \$2,400 per year and \$1,200 per year, respectively; and

WHEREAS, subsequent to the approval of Ordinance No. 35, the Town Code was amended and Section 30.005 Compensation now provide that the compensation of the Town's elected officials "shall be fixed from time to time by resolution of the Council"; and

WHEREAS, the Town Council desires to revise the compensation of the Mayor and Councilmembers but, pursuant to Section 30.005 must do so by resolution; and

WHEREAS, Ordinance No. 35 cannot be amended except by the adoption of another ordinance;

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

Section 1. In General

Ordinance No. 35, setting the salaries of the Mayor and Member of the Chino Valley Town Council is hereby repealed in its entirety and of no further effect.

Section 2. Providing for Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code 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 4. Effective Date

The Effective Date of this Ordinance shall be December 13, 2016.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of July, 2016 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this 26th day of July, 2016.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

RESOLUTION NO. 16-1088

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, FIXING AND SETTING THE COMPENSATION OF ELECTIVE OFFICERS OF THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 9-232.01 of the Arizona Revised Statutes authorizes the common councils of municipalities to, by ordinance or resolution, prescribe daily compensation or salary to be paid to the mayor and councilmembers; and

WHEREAS, pursuant to Arizona Constitution Article IV, Part 2, Section 17, compensation of public officials shall not be increased or decreased during the officer's term of office; and

WHEREAS, the salaries of the Town of Chino Valley Mayor and Councilmembers have not increased since 1983; and

WHEREAS, in the thirty-three years since 1983, the population of Chino Valley has increased from approximately 3,000 to 10,817; and

WHEREAS, since 1983, the Consumer Price Index has increased approximately 137%; and

WHEREAS, service on the Chino Valley Town Council requires substantial financial sacrifices and time commitments that eliminate many Chino Valley residents from serving on the Council; and

WHEREAS, Chino Valley desires to provide its mayor and councilmembers with reasonable salaries that will provide adequate compensation for the service and time commitments required of the mayor and members of the Council;

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

1. That in accordance with Article IV, Part 2, Section 17 of the Arizona Constitution and Section 30.005 of the Chino Valley Town Code, the compensation for the office of Mayor shall be \$400 per month and the compensation of other members of the Town Council shall be \$200 per month; and

2. That such increased compensation shall be effective December 14, 2016, for Mayors and Council members taking office after the November 2016 general election.

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of July, 2016.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1088 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 26th, 2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

