



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, JANUARY 28, 2020
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. Presentation and update by Deborrah Miller, Community Relations Project Manager with ADOT, regarding the traffic signal at the Road 1 North / State Route 89 intersection and public outreach efforts. (Cecilia Grittman, Town Manager)
 - b. Presentation of architect's rendering for the 9/11 memorial upgrades at the Shooting Range.(Cecilia Grittman, Town Manager)
 - c. Presentations by Lorette Brashear, Director, Chino Valley Area Chamber of Commerce, regarding:
 - Business of the Quarter
 - Chino Valley job fair
 - Quarterly report to Council

3. **CALL TO THE PUBLIC**

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

4. **RESPONSE TO THE PUBLIC**

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

- a. Comments regarding certain lot splits and associated regulations.

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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Gritman regarding Town accomplishments, and current or upcoming projects.
- c. Status report by Development Services Director Joshua Cook regarding building permit statistics and Unified Development Ordinance updates.

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. **p.5** Consideration and possible action to approve the Professional Services Agreement with Civiltec Engineering, Inc. for engineering services related to the improvements of Rodeo Drive in the amount of \$89,643.00. (Frank Marbury, Public Works Director/Town Engineer)
- b. **p.25** Consideration and possible action to remove Policy #815 Binding Arbitration, revised April 2, 2003, from the Town of Chino Valley Personnel Policy and Administrative Guideline Manual. (Laura Kyriakakis, Human Resources Director)
- c. **p.39** Consideration and possible action to approve the Financial Report for the six months ending December 31, 2019. (Joe Duffy, Finance Director)

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. **p.49** Consideration and possible action to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL–Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”). (Joshua Cook, Development Services Director)

Recommended Action: Adopt Ordinance 2020-878 to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL–Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”).

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 23rd day of January, 2020.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 01/28/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Business Park at Old Home Manor

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Civiltec Engineering, Inc. for engineering services related to the improvements of Rodeo Drive in the amount of \$89,643.00.

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Civiltec Engineering, Inc. for engineering services related to the improvements of Rodeo Drive in the amount of \$89,643.00.

SITUATION AND ANALYSIS:

At the direction of Council, staff sought the engineering services of Civiltec Engineering, Inc. to provide design services for the improvements of Rodeo Drive. The scope of services shall include the design and construction engineering for improvements to approximately 720 feet of Rodeo Drive beginning at Jerome Junction and continuing east to the end of the project. The scope of the services includes, survey and base map preparation, preparation of plans, specifications, and bid documents, post design engineering, construction staking, and record drawing preparation. The total fee is estimated to be \$89,643.00 plus any additional reimbursable expenses or additional services not included in the cost estimate.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5539
Available: \$89,643
Funding Source:
 The project will be paid out of the Capital Improvement Fund.

Attachments

Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of January 28, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town is in need of a set of bid-ready construction plans and special provisions for the extension of Rodeo Drive in the Old Home Manor commercial center, from Jerome Junction extending to the east for approximately 750 linear feet (the “Services”).

B. Consultant possesses the skill and experience required to provide the Services.

C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 27, 2021, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$89,643.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. 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.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

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

B. 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.

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days

prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

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

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

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

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

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

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof,

including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. 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 work or services under this Agreement. Coverage will be at least as broad as ISO 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 the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

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

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 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 (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for

delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

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

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

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

If to Consultant: Civiltec Engineering, Inc.
2054 North Willow Creek Road
Prescott, Arizona 86301
Attn: Richard E. Aldridge, P.E., M.B.A.

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

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any

other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Vendor"

CIVILTEC ENGINEERING, INC.,
a California corporation

By: _____

Name: RICHARD AUORIDGE

Title: BRANCH MANAGER

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.



December 18 2019

Town of Chino Valley
Attn: Mr. Frank Marbury, PE
Public Works Director
1982 Voss Drive
Chino Valley, AZ 86323

Email: fmarbury@chinoaz.net

**Subject: Town of Chino Valley Rodeo Drive Improvements
Civiltec Proposal No. PP19072.00**

Dear Mr. Marbury:

Civiltec Engineering, Inc. (Civiltec) appreciates the opportunity to submit this proposal to The Town of Chino Valley (Client) for professional engineering services for the above referenced project located in Chino Valley, Arizona.

SCOPE OF SERVICES

Based on our understanding and professional experience, we have identified the following scope of services.

Phase 1 – Engineering Design & Construction Phase Services

We understand you would like Civiltec to develop a set of bid ready construction plans and Special Provisions for the extension of Rodeo Drive in the Old Home Manor commercial center from Jerome Junction and extending to the east for approximately 750+/- LF. The design will include construction documents for the roadway, utility and drainage improvements required for the extension. The roadway improvements will include approximately 750 LF of asphalt pavement, curbs, sidewalks, gutters, signs, striping and related intersection improvements. Utility improvements will include waterline and sewer line extensions from the existing utility infrastructure in Jerome Junction to the easterly intersection within the Rodeo Drive construction limits. Drainage improvements will include roadside ditches, culverts, cross-lot flows and other stormwater management improvements for the roadway extension.

Our Design services will include the following Tasks:

Task 1 – Topographic Survey and Base Map Preparation

Civiltec will perform a topographic survey and prepare the base maps for the development of construction plans. We will show any property monuments found in the field on the base maps for reference only. Civiltec will establish three local construction control and elevation benchmark monuments for the

contractor's reference for construction. A boundary survey is specifically not included as the site is wholly contained within the Old Home Manor commercial district owned by the Town. The approximate property boundaries will be based on any found monuments and Yavapai County GIS data if necessary to be shown on the plans.

Task 2 – Prepare 60% Construction Plans, Specifications and BODR

Upon completion of Task 1, Civiltec will prepare the preliminary 60% construction plans and Special Provisions for review and approval by the Town and future submittal to YCDS for the water and sewer Approvals to Construct permitting. A drainage memo will be included for stormwater management. No on-site detention is anticipated for the roadway and drainage improvements due to the proximity to the Santa Cruz Wash. Erosion control sheets will be included in the construction plans for the Contractors use in preparing their SWPPP for the project, if required.

Task 3 – 60% Plan Review

The Town will provide Civiltec with one set of redlined plans that include the Town's 60% review comments for incorporation into the Final Plans. Resolution of any comments will be via email or direct phone call.

Task 4 – Prepare 100% Construction Plans, Specifications and BODR

Upon completion of Task 3, Civiltec will prepare the final 100% construction plans and include comments from the 60% plan review meeting. Civiltec will also complete the Special Provisions and a Basis of Design Report for review and approval by the Town and for submittal to Yavapai County by Civiltec for the appropriate Approvals to Construct the water and sewer line improvements. After the Final Plans are submitted, it is assumed that there will be no further review comments by Town staff. Town staff will also prepare the final bid manual with the appropriate contract boiler plate, bid schedule and general conditions. The Town will be responsible for bidding the project and the bid management.

Task 5 – Post Design Services

Civiltec will attend the Pre-Bid Conference and prepare any required Addenda or RFI's necessary for clarification of the construction documents. Civiltec will review shop drawings and submittals from the contractor for the Water and Sewer related materials for the project. Other meetings attended by Civiltec include the Pre-Construction Conference, periodic Construction Meetings and a Final Walkthrough of the project. The final punch list of construction deficiencies, to be addressed by the Contractor prior to final project acceptance by the Town, will be prepared by the Town. Civiltec will provide periodic construction inspections to monitor the progress and quality of the construction at an estimated 8 hours per week for 12 weeks. Site visits may be combined with the weekly construction or other meetings. Civiltec will be present for all Contractor testing of the Water and Sewer systems per MAG and ADEQ for approval and preparation of the Engineer's Certificate of Completion through YCDS/ADEQ. All bid and construction meetings will be conducted by the Town. Any deficiency's or other issues observed in the field will be brought to the Town's attention for resolution with the General Contractor.

Civiltec will also provide the project construction staking, as-built survey and plans and the final submittal to YCDS for the Approval to Operate the water and sewer lines. The contractor shall preserve all stakes once Civiltec leaves the site. Any destruction of stakes or requests for re-stakes by the contractor will be considered out of scope and will be provided on a T&M basis to the Town.

Assumptions:

1. The Town will provide Civiltec with any available water and sewer system modeling that may have occurred after the original Civiltec Jerome Junction utility modeling, including current system pressures, fire flows, etc., and any other pertinent information to be used for our YCDS water and sewer line extensions design report for the approvals to construct. Civiltec and the Town will determine the water and sewer pipeline sizing and the design demand flows to be used for the utility extensions.
2. Civiltec will coordinate the project roadway design with the local utility companies so that they may plan their extensions accordingly. APS (transformers, street lighting), Unisource (gas lines), Sparklight (cable TV) and Centurylink (phone, communications) will be responsible for their own utility designs and installations.
3. Town to provide any current fire hydrant flow data and static water pressures in the vicinity of the project for inclusion in the Civiltec design report.
4. The Town will prepare and furnish Civiltec with the signed Capacity Assurance Form for the Sewer Treatment Facility and the Capacity Assurance Form for the Sewage Collection Facilities for the YCDS submittal for the Approval to Construct.
5. Civiltec will provide construction staking, the as-built survey, as-built plan preparation and the final YCDS Engineers Certification and submittal for the project as a part of our post-design services. Construction staking will consist of one set of water and one set of sewer offset stakes for construction on 50' intervals and any special components. The as-built survey will consist of one site visit at the completion of construction to field document the constructed improvements (water, sewer, roadway, drainage structures, etc.). The as-built survey will be supplemented by the Contractors as-built plan redlines and field measurements taken during our field observations.
6. Any necessary utility potholing will be provided by the Town.
7. Geotechnical, archaeological, environmental, 404, traffic, or other similar or incidental required reports and/or services are not included in this proposal. Civiltec will use the pavement section for Jerome Junction for the roadway design.
8. Any agency submittal fees will be paid by the Town.
9. The project assumes a 12-week construction period for the roadway, drainage and installation of the water and sewer lines and final close out.

DELIVERABLES

All submittals will be made via direct email or Sharepoint distribution of the electronic files for printing and review by Town Staff and public utility agencies in word.doc, excel, CADD .dwg and PDF format as appropriate. Hard copies are not anticipated to be required for Town submittals unless specifically requested but will be provided to YCDS for construction permitting.

Task 3 - Preliminary 60% construction plans and Special Provisions in word.doc, excel or CADD files as necessary.

Task 4 – Final 100% bid ready construction plans, Basis of Design Report and Special Provisions in word.doc, excel or CADD files as necessary.

PP19072.00-TOCV Rodeo Drive Improvements

December 18, 2019

Page 4 of 4

Task 5 – Final as-built survey, as-built plan preparation and YCDS submittals for the water and sewer approvals to operate will be provided in hard copy and electronic versions. Civiltec will submit the final documents to YCDS for the approvals to operate.

SCHEDULE

Civiltec is available to commence this project immediately. It is anticipated that Tasks 1, 2 and 4 will require 10-12 weeks for compilation, Town reviews and preparation of the final Bid Documents for YCDS submittals and construction Bidding.

FEE DISTRIBUTION SCHEDULE

Civiltec anticipates the following fees for the project:

Phase 1 - Engineering Design & Construction Phase Services	
Task 1 - Topographic Survey and Base Map Preparation	\$ 8,782.00
Task 2 - 60% Plans, Specifications and BODR	\$ 41,216.00
Task 3 - 60% Plan Review	\$ 1,274.00
Task 4 - Final 100% Plans, Specifications and BODR (YCDS ATC)	\$ 14,478.00
Task 5 - Post Design Services (Staking, As-Built, Meetings/Observations, YCDS ATO)	\$ 23,893.00
TOTAL FEE	\$ 89,643.00

Reference our attached staff-hours detailed cost summary for the hour's distribution for the project. Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates.

Reimbursables / Additional Services

Reimbursable expenses are estimated at a lump sum amount of \$500 and are included in the Phase 1, Task 1 budget for billing on a percent complete basis. Additional services may be authorized by the Client based on Civiltec's Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

We are looking forward to working with you and will begin work upon receipt of a fully executed contract with the Town of Chino Valley.

Sincerely,

CIVILTEC ENGINEERING, INC.



Richard E. Aldridge, P.E., M.B.A.
Principal Engineer / Branch Manager

Attachment: Civiltec Staff-Hours Spreadsheet, dated 12-18-19

Rodeo Drive Improvements in Old Home Manor
Town of Chino Valley
Time and Fee Estimate

Date: December 18, 2019

	BY PIC	HOURS BY PM	HOURS BY SrE	HOURS BY D	HOURS BY CO	HOURS BY 2MS	HOURS BY SM	REIMB. EXPENSES	TOTAL COST
Scope of Work	\$ 195.00	\$ 175.00	\$ 165.00	\$ 122.00	\$ 109.00	\$ 165.00	\$ 142.00		
Phase 1 - Engineering Design & Construction Phase Services									\$ 89,643.00
Task 1 - Topographic Survey and Base Map Preparation				18		30	8	\$ 500.00	\$ 8,782.00
Task 2 - 60% Plans, Specifications and BODR	1	45		178					\$ 29,786.00
Task 2A - Drainage Memo			36	18					\$ 8,136.00
Task 2B - Utility Coordination				27					\$ 3,294.00
Task 3 - 60% Plan Review		4	2	2					\$ 1,274.00
Task 4 - Final 100% Plans, Specifications and BODR (YCDS ATC)	1	27	18	54					\$ 14,478.00
Task 5 - Post Design Services (Staking, As-Built, Meetings/Observations, YCDS ATO)		27		18	96	36	4		\$ 23,893.00
HOURS	2	103	56	315	96	66	12		650
BUDGET	\$ 390.00	\$ 18,025.00	\$ 9,240.00	\$ 38,430.00	\$ 10,464.00	\$ 10,890.00	\$ 1,704.00	\$ 500.00	\$ 89,643.00

PIC = Principal Engineer
 SrE = Senior Engineer
 PE = Project Engineer
 D = Designer
 DR = Drafter
 CO = Construction Observer
 1MS = One Person Survey Crew
 SLS = Staff Land Surveyor

PM = Project Manager
 PrEE = Principal Electrical Engineer
 SE = Staff Engineer
 DD = Designer/Drafter
 Admin = Administrative Assistant/Clerical
 SM = Survey Manager
 2MS = Two Person Survey Crew
 ST = Survey Technician

Civiltec Project Manager





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 01/28/2020
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to remove Policy #815 Binding Arbitration, revised April 2, 2003, from the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

RECOMMENDED ACTION:

Approve the removal of Policy #815, Binding Arbitration, revised April 2, 2003, from the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

SITUATION AND ANALYSIS:

On 9/24/2019, Town Council approved revisions to the Town of Chino Valley Personnel Policy and Administrative Guideline Manual Policy #805 Grievances and Appeals. Policy # 805 continues to provide sufficient due process and a just and equitable method for resolution of certain employee complaints, problems and/or concerns, but is now done in a more efficient manner.

Revised Policy #805 rendered Policy #815 moot and therefore should be removed from the Personnel Policy and Administrative Guideline Manual.

Revised Policy #805 and Policy #815 have been attached to this consent agenda item for reference purposes.

Fiscal Impact

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

Attachments

Policy #815 Binding Arbitration N/A

Policy No. 815
Revised April 2, 2003
Page 1 of 2

BINDING ARBITRATION

I. PURPOSE:

To provide employees and the Town with a final means of addressing differences in opinion or disagreements concerning grievances which still exist following the grievances and appeals process.

II. POLICY AND GUIDELINES:

The Town recognizes that in any organization, differences in opinion regarding the interpretation and application of policies, procedures and rules will invariably occur. Resolution of these differences in a prompt and fair manner will make the Town more productive and create a better work environment for employees. Therefore, any regular employee who has been suspended without pay, involuntarily demoted, terminated, or has some other formal grievable action as defined in Policy No. 805 of the Town's Personnel Policy and Administrative Guideline Manual regarding grievances and appeals shall, as a condition of employment by the Town, resolve the issues, rights or claims in question using the binding arbitration procedure provided for herein, thereby waiving any rights or remedies afforded to him/her by statute to or in a judicial forum, provided that the policies and procedures prescribed in Policy No. 805 have been exhausted and a timely request for binding arbitration is made.

III. PROCEDURE:

- A. Grievance Procedure. The grievance procedure must be exhausted and fully complied with before binding arbitration may be requested. The matters subject to binding arbitration are the same as those subject to the grievance and appeal process.
- B. Request for Arbitration. If either the employee or Town is dissatisfied with the results of the grievances and appeals process, the party must request binding arbitration, in writing addressed to and received by the Human Resources Director, within twenty-one (21) calendar days from the date of the decision of the Appeals Committee. The arbitrator will be selected by the Human Resources Director from a pool of arbitrators who have been pre-approved by the Town. The request for arbitration must summarize the issues and be signed by the party requesting arbitration.

Policy No. 815
Revised April 2, 2003
Page 2 of 2

The pool of arbitrators will be reviewed by the Town Council on a yearly basis and may be changed if deemed necessary by instructions of the Council.

- B. Arbitrator's Jurisdiction. The arbitrator shall have jurisdiction and authority to interpret the written Personnel Policies and Administrative Guidelines for the Town as they may apply to the employee's case. The arbitrator cannot rescind, amend, modify, alter or supplement existing policies, rules or procedures. The arbitrator will have the authorization to determine the scope of the hearings and the witnesses whom will be heard.
- C. Arbitrator's Decision. The arbitrator shall decide whether the Town's policies, procedures or rules were inappropriately applied or were applied in a discriminatory manner. The decision made by the arbitrator shall be in conformity with the policies, procedures and rules of the Town. The arbitrator's decision shall be final and binding on both the Town and the employee.
- D. Conduct of Hearing. The conduct of the hearing, and the evidence to be presented at the hearing, shall be in accordance with the procedures set forth in Rule 74 of the Arizona Rules of Civil Procedure.

Policy No. 805
Revised September 24, 2019
Page 1 of 9

GRIEVANCES AND APPEALS

I. PURPOSE:

These grievance and appeal processes are established to provide a just, effective, and equitable method for the prompt resolution of certain complaints, problems and/or concerns expressed by employees in a fair and expeditious manner, without discrimination, coercion, restraint, or reprisal against employees who use the process. This policy applies to all regular employees of the Town. Only the aggrieved regular employees may file grievances on their own behalf; a regular or probationary employee may not file a grievance on behalf of another regular or probationary employee. Any employee whose state of mind is so affected by a grievance that he/she will not endeavor to, or cannot do the proper thing in course of performing his/her regular duties should immediately pursue the prescribed procedures for grievances.

Grievances and appeals are distinctly separate mechanisms utilized by the Town: the grievance procedure is used to resolve problems, complaints, concerns and questions raised by regular employees; appeals are available for suspensions, demotions, reductions in pay in lieu of suspension, and terminations.

II. POLICY:

It is the policy of the Town:

- A. To settle disagreements with employees informally at the employee/supervisor level, if possible.
- B. To provide an orderly procedure to handle grievances through each level of supervision.
- C. To resolve grievances as quickly as possible.
- D. To attempt to correct and/or remedy the cause of a grievance and prevent future similar complaints or concerns.
- E. To provide a system of open communications at all levels of supervision and to hear problems, complaints, concerns and questions raised by employees.
- F. To reduce the number of grievances by providing for a means of adjustments and/or elimination.

Policy No. 805
Revised September 24, 2019
Page 2 of 9

- G. To provide for a more harmonious relationship between employees and supervisors.
- H. To maintain a process designed to provide for the fair and equal treatment of employees.

III. GRIEVABLE ACTIONS:

- A. A complaint, concern or problem the complaining employee has with his or her immediate supervisor, such as a dispute arising out of the manner in which the supervisor has handled a particular matter in the workplace.
- B. The Town's application of its Personnel Policies and Administrative Guidelines or procedures in a manner that is reasonably believed by the complaining employee to be to the employee's detriment and which does not rise to the level required for an "actionable claim" under Arizona's applicable statutes.
- C. Treatment considered by the complaining employee to be unfair, such as alleged coercion, intimidation or reprisal by a coworker or member of Town management or some form of alleged verbal or physical abuse affecting the complaining employee and which does not rise to the level required for an "actionable claim" under Arizona's applicable statutes.
- D. Alleged harassment, discrimination or retaliation involving the complaining employee that does not rise to the level required for an "actionable claim" under Arizona's applicable statutes.
- E. Alleged improper or unfair administration of the complaining employee's benefits or conditions or privileges or employee, such as vacation, fringe benefits, promotions, wages, retirement, holidays or seniority, and which does not rise to the level required for an "actionable claim" under Arizona's applicable statutes.
- F. Any other complaint, concern, problem, or question raised by the complaining employee that the employee reasonably believes adversely affects his or her ability to work, directly relates to the workplace or a safety issue over which the Town has authority or power to control, and which does not rise to the level required for an "actionable claim" under Arizona's applicable statutes.

IV. NON-GRIEVABLE ACTIONS:

The following types of matters, among other things, may never form the basis for a grievance or appeal under the Town's Personnel Policies and Administrative Guidelines:

- A. Any matter on which the Town is without authority or power to act.
- B. The outcome of a performance appraisal.
- C. The content or structure of employee classification or pay plan or a benefit program.
- D. Decisions involving an employee's pay, benefits or classification.
- E. Matters involving municipal finance or budgetary issues.
- F. In the case of police officers, selection, assignment and/or reassignment to a special position by the Chief of Police.
- G. Suspensions without pay, demotions, reductions in pay in lieu of suspension, and terminations.

V. GRIEVANCE PROCEDURES:

A. Informal Grievance Procedure:

1. An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay.
2. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she will have the right to discuss it with his/her supervisor's immediate department director. If the employee's supervisor does not have a department director, he/she shall discuss the matter with the Human Resources Director. In some circumstances, the Human Resources Director will determine if the matter should be immediately referred to the Town Manager, or his/her designee.
3. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If an employee fails to follow this informal procedure, the grievance will be denied and he/she will not be permitted to proceed to the formal grievance procedure outlined below.

B. Formal Grievance Procedure:

1. First Level of Review:

- (a) If the employee has properly followed the informal grievance procedure and the matter is not resolved, the employee is eligible to elevate the grievance to the first level. Initially, the employee must reduce the grievance to writing, citing the article and section of the personnel policies and procedures alleged to be violated, the date of the violation that is the basis for the grievance, the nature of the grievance, and the relief requested.
- (b) This grievance must be presented to the employee's immediate supervisor no later than 10 calendar days after the informal grievance procedure has been fully exhausted. The supervisor will render his/her decision and comments in writing and return them to the employee within 15 calendar days after receiving the grievance.
- (c) If the employee does not agree with his/her supervisor's decision, or if no answer has been received within 15 calendar days, and the employee wishes to continue in the grievance process, the employee may present the grievance in writing to his/her supervisor's immediate department director (the "Second Level Supervisor").
- (d) Failure of the employee to take further action within 10 calendar days after receipt of the written decision of his/her supervisor or within a total of 25 calendar days after presentation of the grievance to the employee's immediate supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

2. Further Level(s) of Review as Appropriate:

- (a) The Second Level Supervisor receiving the grievance will review it, render his/her decision and comments in writing, and return them to the employee within 15 calendar days after receiving the grievance.
- (b) If the employee does not agree with the Second Level Supervisor's decision, or if no answer has been received within 15 calendar days after the Second Level Supervisor received the grievance, and the employee wishes to continue in the grievance process, he/she may present the grievance in writing to the Town Manager – through the Human Resources Director.
- (c) Failure of the employee to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days of referral to his/her Second Level Supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

3. Town Manager Review

- (a) Upon receiving the grievance, the Town Manager or designee should discuss the grievance with the employee and with other appropriate persons within 15 calendar days after receiving the grievance.
- (b) The Town Manager or designee may designate a fact-finding committee or supervisor to advise him/her concerning the grievance.
- (c) The Town Manager or designee will render a final decision within 15 calendar days after (i) discussing the grievance with the employee and other appropriate people or (ii) receiving feedback from a fact-finding committee or supervisor. Grievances may not be appealed to the Independent Hearing Officer.

VI. APPEAL TO THE PERSONNEL HEARING OFFICER

A. Right to Appeal

- 1. Any regular employee will have the right to appeal to the Independent Hearing Officer any disciplinary action by the Town that involves termination, demotion, suspension without pay, or reduction in pay in lieu of suspension without pay, except in instances where the right of appeal is specifically prohibited by these policies.
- 2. An act or omission on the part of the Town for which a regular employee could bring a claim against the Town for the alleged violation of the Arizona Employment Protection Act.

B. Methods of Appeal

- 1. Appeals will be in writing, signed by the appellant, and delivered in person, email or by first-class mail to the Human Resources Director. Appeals must be delivered to the Human Resources Director within 10 calendar days of the date of the disciplinary action to be appealed. The formality of a legal pleading is not required. However, failure to file the appeal on time will constitute a waiver, and the decision will become final.
- 2. Within 10 calendar days after receipt of the appeal, the Human Resources Director will notify the Town Manager, the Independent Hearing Officer, and such other persons named or affected by the appeal.
- 3. Upon filing of an appeal, the Independent Hearing Officer will set a date for a hearing on the appeal not less than 10 calendar days or no more than 30 calendar days from the date of filing.

4. The Human Resources Director will notify all interested parties of the date, time, and place of the hearing. The Human Resources Department will provide administrative assistance to the Independent Hearing Officer.
5. The appeal will be a written statement, addressed to the Independent Hearing Officer, explaining the matter appealed, the specific grounds for the appeal (explaining why he/she believes the decision appealed is incorrect), and including a statement of the action desired by the appellant. The written appeal will constitute the entire matter before the Independent Hearing Officer. The appellant may not add new matters, grounds, facts, or theories to those already stated in the original appeal. The Independent Hearing Officer will not have jurisdiction to consider any such additional matters, grounds, facts, or theories outside of the written appeal.

C. Independent Hearing Officer

1. The Town shall establish a list of at least three attorneys (or fewer if an insufficient number of qualified candidates are available), who are licensed and in good standing with the State Bar of Arizona and who have at least five years of experience and knowledge of municipal law and/or employment law, to serve as the Independent Hearing Officer. Upon receipt of a written appeal, the Town Manager or designee shall select the Independent Hearing Officer from the qualified list.
 - (a) Grounds for Disqualifying Hearing Officer. The Independent Hearing Officer shall be disqualified from service if: (i) a family relationship exists between the Independent Hearing Officer and the employee at issue; (ii) the Independent Hearing Officer is personally involved in some manner with the employee; (iii) the Independent Hearing Officer has a close personal association of some kind with the employee; and/or (iv) the Independent Hearing Officer is objectively determined by the Town Manager to be prejudiced for some reason against the employee. The Independent Hearing Officer shall voluntarily recuse himself if any of the above facts are present. The Town or employee may also file a request for change of hearing officer prior to the hearing if any of the above facts are present.
 - (b) Peace Officer Right to Change Hearing Officers. Peace officers may request a change of hearing officer within 10 calendar days after the appointment of an Independent Hearing Officer. The first such request shall be granted. If an alternate hearing officer is requested by means of an interagency agreement, the parties shall be granted the option of continuing the hearing for an additional 10 calendar days, or as agreed to by the parties. Any subsequent requests for a change of hearing officer

may be granted only on a showing that a fair and impartial hearing cannot be obtained due to the prejudice of the assigned hearing officer. The Town Manager shall decide whether a showing of prejudice has been made.

2. The Town shall pay the reasonable fees and costs of the Independent Hearing Officer; however, the Independent Hearing Officer will not represent either the Town or the appellant. The Independent Hearing Officer shall render rulings and determinations pursuant to these rules.
3. The Independent Hearing Officer shall have the following duties and authority:
 - (a) Pre-Hearing:
 - i. Consider and rule on any pre-hearing motions, including those that could result in the dismissal of the appeal for failure to follow these rules.
 - ii. Set reasonable restrictions and deadlines for the timing and conduct of the hearing.
 - iii. Prepare the hearing notice and agenda.
 - (b) Presiding over the Hearing:
 - i. Rule on objections and motions by a party, unless they are dispositive of the appeal.
 - ii. Submit his/her findings and recommendations on the merits of the appeal in accordance with the timeframe and procedure set forth in subsection (F) below.
 - iii. Prepare a written report and recommendation for the Town Manager.

D. Pre-hearing Procedures:

1. Within five calendar days of filing the written appeal with the Human Resources Director, the appellant may request his/her personnel record from the Town. Neither party shall be entitled to any additional discovery in this process, except as outlined below.
2. At least seven calendar days prior to the hearing, the Town and the appellant shall disclose to one another the witnesses that each anticipates calling, a synopsis of their testimony, and any documents each anticipates presenting to the Independent Hearing Officer. The proposed testimony and exhibits must

relate to the written appeal filed by the appellant. Any proposed testimony or exhibits that do not relate to the written appeal shall not be considered or presented; the Independent Hearing Officer will make this determination, as necessary.

3. Not less than seven calendar days after the exchange of proposed testimony and exhibits, the parties shall work together to determine if either side objects to any exhibits, and work through those objections. If after consulting with one another, there is still a disagreement, the parties shall file a brief letter (no more than one page) outlining the disputed items to the Independent Hearing Officer. The letter must be filed at least three calendar days prior to the hearing. The Independent Hearing Officer shall rule on any disagreement prior to the hearing. All exchanged exhibits that are not excluded as set forth above will be deemed admissible and presented to the Independent Hearing Officer at the hearing.

E. Hearings

1. The appellant shall appear personally and testify before the Independent Hearing Officer at the time and place of the hearing.
2. The proposed testimony and exhibits used by the appellant shall only be those permitted pursuant to subsection (D) above. No other witnesses or documents will be considered by the Independent Hearing Officer unless the party can show that such document or testimony was newly discovered, there was prompt disclosure, and the evidence is crucial to the case. The Independent Hearing Officer may, at his/her discretion, exclude certain witnesses or documents, even if timely disclosed, if such evidence would be irrelevant, cumulative, redundant, or overly prejudicial.
3. The appellant may be represented by any person, including an attorney (other than the Independent Hearing Officer), as he/she may select, and at the hearing his/her attorney or representative may produce on the appellant's behalf relevant oral or documentary evidence.
4. The Town will present its case first, establishing the reasons for the employment action. At the conclusion of the Town's case, the appellant will then present his/her case in opposition. Each side may call its disclosed witnesses. The parties are responsible for securing the attendance of their own witnesses, but the Town will make Town employees available for the hearing if timely disclosed. The parties do not have any subpoena power to compel a witness's attendance.
5. Cross-examination of witnesses will be permitted.

6. The conduct and decorum of the hearing will be under the control of the Independent Hearing Officer, with due regard to the rights and privileges of the parties.
7. Hearings need not be conducted according to technical rules relating to evidence and witnesses.
8. Hearings will be closed unless the appellant, in writing, requests an open, public hearing. A closed hearing does not preclude the attendance of (i) persons necessary to assist in the presentation of evidence and arguments, (ii) the Human Resources Director or authorized designee or (iii) the appellant's department director or authorized designee.

F. Findings and Recommendations

1. The Independent Hearing Officer will, within 15 calendar days after the conclusion of the hearing, submit his/her findings and advisory recommendations to the Town Manager. The Independent Hearing Officer may recommend the Town Manager affirm, revoke, or modify the employment action taken.
2. If the grievance is against the Town Manager, the Town Manager may designate an alternate person to render a determination. The Town Manager or designee will review the findings and recommendations of the Independent Hearing Officer. He/she may then affirm, revoke, or modify the employment action taken as in his/her judgment seems warranted.
3. The Town Manager or designee will inform the appellant within 20 calendar days of his/her decision. The action of the Town Manager or designee will be final.

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 01/28/2020
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 Financial Report for the six months ending December 31, 2019.

RECOMMENDED ACTION:

Approve Financial Report for the six months ending December 31, 2019.

SITUATION AND ANALYSIS:

The Finance Department prepares Financial Reports for the Mayor, Council, Staff and Community.

Upon Council approval, the reports will be posted on the Town's website.

The report includes the following sections:

Revenue and Expense Summary - This section details the Revenues and Expenditures of each fund. Comparing the year to date figures to the current year's annual budget and the prior year's month to date figures.

Major Revenue Summary - This section details the year to date figures for the Town's eight major revenue sources that account for 75% of the Town's Revenue.

Other Information - This section details other pertinent financial and statistical information including the amount of Contingencies Fund that have been allocated this fiscal year and a debt summary.

The Finance Director will supplement these reports with periodic presentations and other information throughout the fiscal year.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

December 2019

Town of Chino Valley Arizona

Financial Report



To The Town Council

For the Six Months Ending December 31, 2019 50% of the Fiscal Year*

* Tentative and Preliminary prior to annual audit

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*						
				Actual vs Prior Year		
	Actual Year to Date FY 2018-19	Actual Year to Date FY 2019-20	Amount	% FY 2019-20/ FY 2018-19	Annual Budget FY 2019/20	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 36,948	\$ 35,493	\$ (1,455)	-4%	\$ 128,000	28%
Tax Revenues	\$ 2,740,180	\$ 2,726,973	\$ (13,207)	0%	\$ 5,148,000	53%
Licenses & Permits	\$ 206,885	\$ 222,464	\$ 15,579	8%	\$ 570,500	39%
Intergovernmental	\$ 1,774,098	\$ 1,877,196	\$ 103,098	6%	\$ 3,836,700	49%
Charges for Services	\$ 56,482	\$ 60,100	\$ 3,618	6%	\$ 122,500	49%
Fines and Forfeitures	\$ 63,476	\$ 57,342	\$ (6,134)	-10%	\$ 178,000	32%
Other Revenues	\$ 9,375	\$ 13,013	\$ 3,638	39%	\$ 4,500	289%
Contributions and Donations	\$ 381	\$ 335	\$ (46)	-12%	\$ 2,500	13%
Investment Earnings	\$ 54,818	\$ 56,321	\$ 1,503	3%	\$ 115,000	49%
Transfers In	\$ 200,000	\$ 200,000	\$ -	0%	\$ 400,000	50%
Total Revenues	\$ 5,142,643	\$ 5,249,236	\$ 106,593	2%	\$ 10,505,700	50%
Total revenues for the General Fund are up \$106,593 or 2% over the previous fiscal year. Total tax revenues are even with the last fiscal year due to a decrease in construction sales tax collections. Intergovernmental revenues are up 6%.						

Town of Chino Valley							
Revenue and Expense Summary							
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*							
				Actual vs Prior Year			
	Actual Year to Date FY 2018-19	Actual Year to Date FY 2019-20		Amount	% FY 2019-20/ FY 2018-19	Annual Budget FY 2019/20	% of Budget YTD
General Fund Expenditures by Department							
Prosecutor	\$ 55,934	\$ 55,698	\$ (236)	0%	\$ 126,200	44%	
Town Clerk	\$ 91,681	\$ 91,395	\$ (286)	0%	\$ 214,000	43%	
Town Manager	\$ 185,289	\$ 209,841	\$ 24,552	13%	\$ 418,100	50%	
Human Recourses	\$ 118,036	\$ 110,511	\$ (7,525)	-6%	\$ 258,200	43%	
Municipal Court	\$ 122,887	\$ 135,429	\$ 12,542	10%	\$ 287,300	47%	
Finance	\$ 200,762	\$ 204,093	\$ 3,331	2%	\$ 455,600	45%	
Management Information Systems	\$ 108,553	\$ 144,071	\$ 35,518	33%	\$ 307,300	47%	
Mayor and Council	\$ 23,884	\$ 22,859	\$ (1,025)	-4%	\$ 51,200	45%	
Planning	\$ 88,500	\$ 99,981	\$ 11,481	13%	\$ 211,300	47%	
Building Inspection	\$ 91,825	\$ 91,008	\$ (817)	-1%	\$ 198,400	46%	
Code Enforcement		\$ 64,854	\$ 64,854		\$ 170,300	38%	
Police	\$ 1,681,986	\$ 1,669,323	\$ (12,663)	-1%	\$ 3,531,700	47%	
Animal Control	\$ 53,539	\$ 61,362	\$ 7,823	15%	\$ 158,100	39%	
Recreation	\$ 58,654	\$ 97,773	\$ 39,119	67%	\$ 137,300	71%	
Library	\$ 162,294	\$ 147,960	\$ (14,334)	-9%	\$ 375,200	39%	
Senior Center	\$ 144,806	\$ 157,321	\$ 12,515	9%	\$ 354,600	44%	
Parks Maintenance	\$ 280,584	\$ 390,715	\$ 110,131	39%	\$ 618,800	63%	
Aquatic Center	\$ 94,259	\$ 108,477	\$ 14,218	15%	\$ 251,600	43%	
Facilities Maintenance	\$ 189,332	\$ 172,522	\$ (16,810)	-9%	\$ 772,400	22%	
Fleet Maintenance	\$ 129,269	\$ 123,084	\$ (6,185)	-5%	\$ 345,700	36%	
Engineering	\$ 162,814	\$ 202,662	\$ 39,848	24%	\$ 438,300	46%	
Customer Service	\$ 105,717	\$ 83,213	\$ (22,504)		\$ 89,800	93%	
Non Departmental	\$ 343,292	\$ 391,029	\$ 47,737	14%	\$ 3,338,000	12%	
Total Expenditures	\$ 4,493,897	\$ 4,835,181	\$ 341,284	8%	\$ 13,109,400	37%	
Total Revenue Over (Under) Total Expenditures	\$ 648,746	\$ 414,055	\$ (234,691)		\$ (2,603,700)		
GENERAL FUND (Continued)							
Total General Fund Expenditures are up \$341,284 or 8% compared to last fiscal year. Each department should be under 50% of budget. Recreation and Park Maintenance are both over the 50% YTD. Code Enforcement was sepatated out of Customer Service this fiscal year. In total the General Fund Departments are at 37% through December 31, 2019.							

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2018-19	Actual Year to Date FY 2019-20	Amount	% FY 2019-20/ FY 2018-19	Annual Budget FY 2019/20	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 569,271	\$ 798,800	\$ 229,529	40%	\$ 1,117,000	72%
Expenditures						
Road Maintenance	\$ 708,708	\$ 383,464	\$ (325,244)	-46%	\$ 1,417,500	27%
Total Revenue Over (Under) Total Expenditures	\$ (139,437)	\$ 415,336	\$ 554,773		\$ (300,500)	
Total Hurf Fund Revenues are up 40% over the prior fiscal year due to a one time HURF distribution of \$197,802. Expenditures are down 46% compared to last fiscal year due to the timing of the this years road improvement program, however, we expect to be right on budget by the end of the fiscal year.						
WATER ENTERPRISE FUND						
Water Revenues	\$ 366,152	\$ 472,135	\$ 105,983		\$ 974,000	
Bond & Loan Proceeds	\$ -		\$ -		\$ 2,000,000	
Total Revenues	\$ 366,152	\$ 472,135	\$ 105,983	29%	\$ 2,974,000	16%
Expenditures						
Water Utility Operations	\$ 271,565	\$ 286,750	\$ 15,185		\$ 846,400	
Debt Service/Reserve	\$ 9,906	\$ 7,498	\$ (2,408)		\$ 67,800	
Water System Acquisition					\$ 2,000,000	
Total Expenditures	\$ 281,471	\$ 294,248	\$ 12,777	5%	\$ 2,914,200	10%
Total Revenue Over (Under) Total Expenditures	\$ 84,681	\$ 177,887	\$ 93,206		\$ 59,800	
Total Water Enterprise Fund Revenues are up 29% due to a 22% increase in water service fee revenue. Water Buyin fees are up slightly compared to last fiscal year. Total expenditures are up 5% this fiscal year compared to last fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 1,101,817	\$ 1,012,395	\$ (89,422)	-8%	\$ 2,908,000	35%
Expenditures						
Sewer	\$ 378,076	\$ 307,485	\$ (70,591)		\$ 1,486,800	
Debt Service/Reserve/Capital	\$ -	\$ -	\$ -		\$ 1,399,100	
Total Expenditures	\$ 378,076	\$ 307,485	\$ (70,591)	-19%	\$ 2,885,900	11%
Total Revenue Over (Under) Total Expenditures	\$ 723,741	\$ 704,910	\$ (18,831)		\$ 22,100	
Total Sewer Enterprise Fund Revenues are down 8% due to a 39% decrease in Sewer Buy In fees. Sewer Service fees are up 3% over last fiscal year. Total expenditures are down by 19% compared to last fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2018-19	Actual Year to Date FY 2019-20	Amount	% FY 2019-20/ FY 2018-19	Annual Budget FY 2019/20	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Sales Tax Revenue	\$ 886,692	\$ 908,992			\$ 1,644,000	
Transfer From General Fund		\$ 322,950			\$ 2,000,000	
Misc Capital Projects	\$ 176,348				\$ 2,000,000	
Yavapai Drainage District					\$ 120,000	
Total Revenues	\$ 1,063,040	\$ 1,231,942	\$ 168,902	16%	\$ 5,764,000	21%
Yavapai Drainage District		\$ 4,735	\$ 4,735		\$ 120,000	
Capital Improvements	\$ 763,642	\$ 350,246	\$ (413,396)		\$ 4,811,000	
Transfers	\$ 624,499	\$ 645,499	\$ 21,000		\$ 1,219,000	
Total Expenditures	\$ 1,388,141	\$ 995,745	\$ (392,396)	-28%	\$ 6,150,000	16%
Total Revenue Over (Under) Total Expenditures	\$ (325,101)	\$ 236,197	\$ 561,298		\$ (386,000)	
Capital Improvement Fund Tax Revenues are up 16% over last fiscal year. Sales Tax Revenue is up slightly by 2% even with a reduction in construction sales tax collections. Expenditures are down 28%. Transfers are up in line with the amount budgeted this fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*						
			Actual vs Prior Year			
	Actual Year to Date FY 2018-19	Actual Year to Date FY 2019-20	Amount	% FY 2019-20/ FY 2018-19	Annual Budget FY 2019/20	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ -	\$ 318,600	\$ 318,600		\$ 325,000	
Grants Fund	\$ 35,026	\$ 88,158	\$ 53,132		\$ 3,500,000	
Special Revenue Fund Court	\$ 13,520	\$ 13,316	\$ (204)		\$ 28,000	
Capital Asset Replacement	\$ 10,935	\$ 1,685	\$ (9,250)		\$ 14,000	
Special Revenue Fund PD	\$ 14,010	\$ 4,465	\$ (9,545)		\$ 55,000	
CVSLID Districts	\$ 14	\$ 3,447	\$ 3,433		\$ 4,000	
Total Revenues	\$ 73,505	\$ 429,671	\$ 356,166	485%	\$ 3,926,000	11%
CDBG Grant	\$ -	\$ 444,625	\$ 444,625		\$ 325,000	
Grants Funds	\$ 80,117	\$ 82,268	\$ 2,151		\$ 3,500,000	
Special Revenue Fund - Court	\$ 21,396	\$ 13,674	\$ (7,722)		\$ 58,500	
Capital Replacement Fund	\$ -		\$ -		\$ 60,000	
Special Revenue Fund PD	\$ 6,470	\$ 11,600	\$ 5,130		\$ 55,000	
CVSLID Districts	\$ 1,976	\$ 1,895	\$ (81)		\$ 4,000	
Total Expenditures	\$ 109,959	\$ 554,062	\$ 444,103	404%	\$ 4,002,500	14%
Total Revenue Over (Under) Total Expenditures	\$ (36,454)	\$ (124,391)	\$ (87,937)		\$ (76,500)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 8,316,428	\$ 9,194,179	\$ 877,751	11%	\$ 27,194,700	34%
Total Expenditures All Funds	\$ 7,360,252	\$ 7,370,185	\$ 9,933	0%	\$ 30,479,500	24%
Total Revenue Over (Under) Total Expenditures All Funds	\$ 956,176	\$ 1,823,994	\$ 867,818		\$ (3,284,800)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Six Months Ending December 31, 2019 50% of the Fiscal Year*

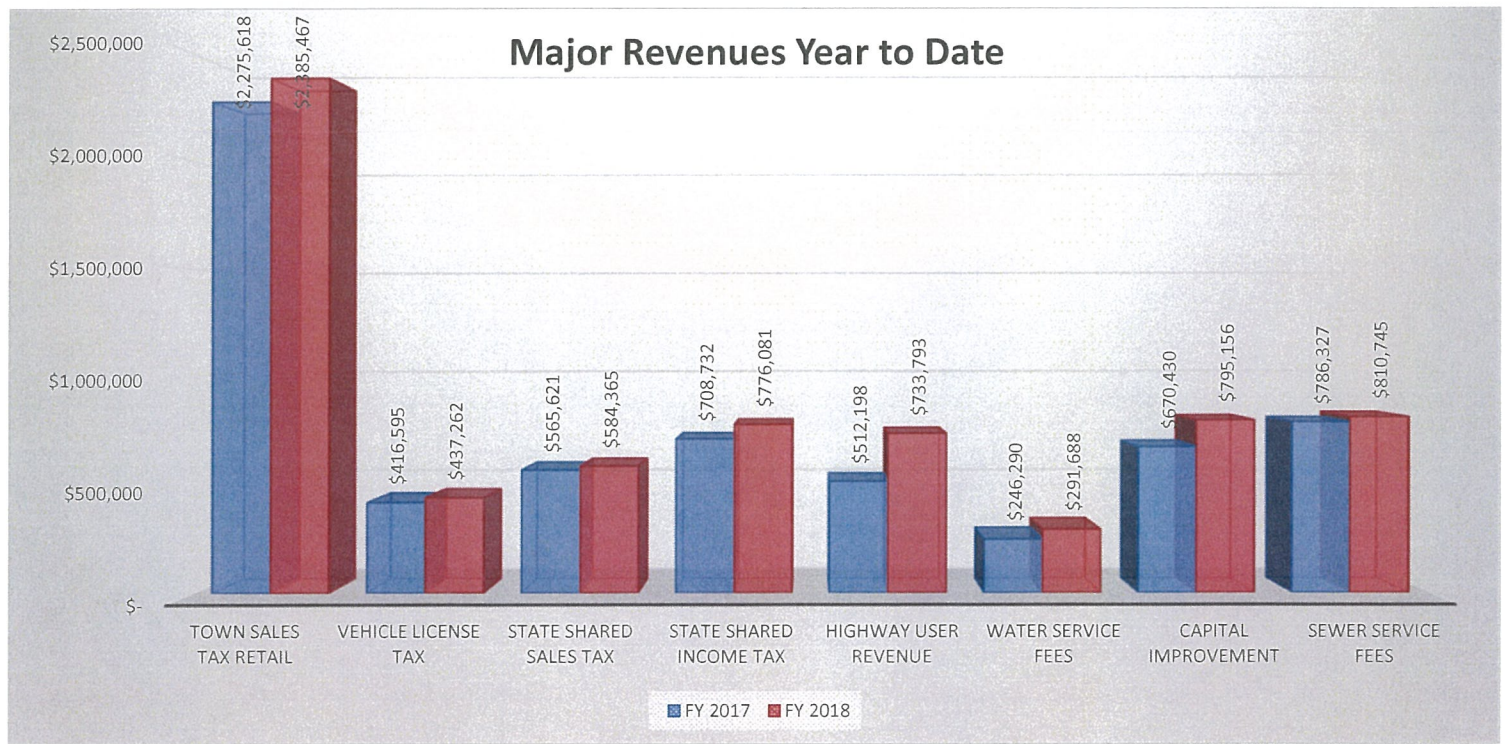
					Actual vs Prior Year	
	Actual Year to Date FY 2018-19	Annual Budget FY 2019-20	Actual Year to Date FY 2019-20	% of Budget YTD	Amount	%
Town Sales Tax Retail	\$ 2,275,618	\$ 4,590,000	\$ 2,385,467	52%	\$ 109,849	5%
Vehicle License Tax	\$ 416,595	\$ 862,000	\$ 437,262	51%	\$ 20,667	5%
State Shared Sales Tax	\$ 565,621	\$ 1,230,000	\$ 584,365	48%	\$ 18,744	3%
State Shared Income Tax	\$ 708,732	\$ 1,549,200	\$ 776,081	50%	\$ 67,349	10%
Highway User Revenue	\$ 512,198	\$ 1,010,000	\$ 733,793	73%	\$ 221,595	43%
Water Service Fees	\$ 246,290	\$ 485,000	\$ 291,688	60%	\$ 45,398	18%
Capital Improvement	\$ 670,430	\$ 1,468,000	\$ 795,156	54%	\$ 124,726	19%
Sewer Service Fees	\$ 786,327	\$ 1,644,000	\$ 810,745	49%	\$ 24,418	3%
Major Revenues Y.T.D.	\$ 6,181,811	\$ 12,838,200	\$ 6,814,557	53%	\$ 632,746	10%
Total Revenue All Funds	\$ 8,316,428	\$ 27,194,700	\$ 9,194,179	34%	\$ 877,751	11%

74%

47%

74%

The Major Revenues are up \$632,746 or 10% over the prior fiscal year. Highway User Revenue is up do to a one time payment of 197,802. Town Sales Tax Retail is up 5%. Water Service Fees are up 18% and Sewer Service Fees are up 3%. Total combined revenue for all funds are up 11% or \$877,751 over last fiscal year.



Contingency Funds Budget

For the Six Months Ending December 31, 2019 50% of the Fiscal Year*

	Actual Year to Date FY 2019-20	Annual Budget FY 2019-20			
General Fund Budget	\$ -	\$ 500,000			
Shooting Range	\$ 3,475				
ACO Building	\$ 10,000				
Automated Water System	\$ 38,956				
Memory Park Restrooms	\$ 40,000				
OHM Signage	\$ 35,000				
Senior Center Roof	\$ 28,227				
General Fund Balance	\$ 155,658	\$ 500,000			
HURF Fund Budget	\$ -	\$ 60,000			
Water Fund Budget	\$ -	\$ 40,000			
Sewer Fund Budget	\$ -	\$ 75,000			
Total Contingency Fund	\$ -	\$ 675,000			

Town of Chino Valley

Annual Debt Service Summary By Fund

Fiscal Year Ended June 30, 2020

Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2019	FY 2020 Principal	FY 2020 Interest
General Government					
National Bank GADA Refi	7/1/2016	\$ 3,346,000	\$ 2,717,000	\$ 320,000	\$ 46,354
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 7,130,000	\$ 205,000	\$ 317,438
		\$ 10,626,000	\$ 9,847,000	\$ 525,000	\$ 363,792
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 420,000	\$ 50,000	\$ 17,813
Sewer Enterprise Fund					
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 765,617	\$ 86,841	\$ 18,721
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 2,727,958	\$ 270,565	\$ 69,151
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 2,461,363	\$ 131,950	\$ 46,821
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 3,798,461	\$ 160,991	\$ 85,262
WIFA 2016	11/23/2015	\$ 50,354	\$ 20,457	\$ 10,175	\$ 108
WIFA 2017	2/27/2017	\$ 292,659	\$ 269,105	\$ 11,349	\$ 7,164
		\$ 13,999,330	\$ 10,042,961	\$ 671,871	\$ 227,227
Total Town of Chino Valley Debt		\$ 25,370,330	\$ 20,309,961	\$ 1,246,871	\$ 608,832



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 01/28/2020
Contact Person: Joshua Cook, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL – Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”).

RECOMMENDED ACTION:

Adopt Ordinance 2020-878 to amend the Unified Development Ordinance Section 2 (Definitions), Subsection 3.15(D) (CL – Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the “Text Amendment”).

SITUATION AND ANALYSIS:

See Memo and Attachments

Fiscal Impact

Fiscal Impact?: no

If Yes, Budget Code:

Available:

Funding Source:

Attachments

4.21 Temp Sign Text Changes
 Temp Sign Staff Report
 ORD 2020-878

2 DEFINITIONS

2.1 MEANINGS OF WORDS AND TERMS

SIGN, A-FRAME. A portable, stand-alone sign comprised of two separate panels or faces joined at the top and spread apart at the bottom to form a base upon which the sign stands.

SIGN, AUXILIARY. An A-Frame Sign, Banner, Pennant, or Feather Sign used to supplement a use's permanent signage.

SIGN, BANNER. A temporary or auxiliary sign of fabric, plastic, paper or other light, pliable material that is not enclosed in a rigid frame.

SIGN, FEATHER. A portable, stand-alone sign consisting of vertical pole onto which is attached a sign made of fabric, plastic or other light, pliable material.

SIGN, PENNANT OR STREAMER. Any piece of lightweight plastic, fabric or other material suspended from a pole, rope, wire, or string, displayed in series and capable of movement in the wind.

SIGN, PERMANENT. A sign that is intended to be, and is so constructed as to be, of lasting and enduring condition, such that it may be displayed for an indefinite or long-lasting period of time while remaining unchanged in character, condition (beyond normal wear) and position.

SIGN, SPECIAL EVENT (PROMOTIONAL). Any signs used for temporary, auxiliary, or promotional purposes for uses that have already installed permanent signs. Temporary signs installed prior to permanent signage shall not be considered special event signs.

SIGN, TEMPORARY. Any sign, banner, pennant or streamer, valance, or advertising display constructed of light fabric, cloth, canvas, wall board, or other light materials, with or without frames, intended to be displayed for a limited period of time until a business' permanent signage is installed.

3.15 "CL" - LIGHT COMMERCIAL

D. **TEMPORARY USES (Temporary Use Permit Required)**

1. Applicability: Temporary carnivals, circuses, revivals, rodeo, swap meets, outdoor retail sales, transient merchants, and similar activities, as defined and regulated in Article 8-3 of the **Town** Code, must obtain a Temporary Use Permit. The provisions of this subsection do not apply to garage sales or rummage sales.

2. **Temporary Use Permit Process.** A **Temporary Use Permit** shall be obtained from the **Zoning Administrator** in accordance with the following:

a. The **Zoning Administrator** shall ensure that health and safety are considered, and shall obtain the approval of the Yavapai **County** Health Department, the Fire District, and the Police Department prior to issuing the **Temporary Use Permit**.

b. The **Zoning Administrator** shall ensure that land area is adequate for the proposed temporary use and consequent parking, and shall ensure that traffic safety is considered.

- c. The **Zoning Administrator** shall require any measures necessary to protect surrounding property.
- d. A time limit shall be established for each temporary **use** conducted under the **Temporary Use Permit**. Unless otherwise previously approved by the **Council**, the time limit shall not exceed fifteen (15) consecutive days.
- e. Permanent **structures** shall not be permitted under a **Temporary Use Permit**.
- f. A Temporary Use Permit must include a comprehensive sign package, prepared by the applicant and approved by the Zoning Administrator, that documents (1) the total number of signs to be displayed within the corporate limits of the Town, not to exceed ten (10) individual double-sided signs, (2) the days and times of display of such signs, (3) the approximate locations of such signs, (4) the total aggregate sign area of all signs proposed, not to exceed two hundred (200) square feet size for all signs, taken together and (5) the applicant's plan for removal of the signs after the event is finished.

4.21 SIGN REGULATIONS

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. ~~Temporary Signs with a limited duration of use, such as those provided in Section 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. ~~The temporary sign shall be removed as soon as the business' permanent sign is installed or six months, whichever occurs first.~~
2. ~~The temporary sign permit shall not be renewable.~~
3. ~~Temporary signs shall conform to all other requirements of this Code.~~
4. ~~Special event (promotional) signs and auxiliary signs do not require temporary sign permits.~~

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:

<i>Description</i>	<i>Type</i>	<i>Number Permitted</i>	<i>Maximum Area and Height</i>
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard	No limit	No limit
Posters			No limit
A-Frame Signs	-	2 per frontage	12 Square feet total- See Table 4.21.6 for regulations

TEMPORARY NON-COMMERCIAL DIRECTIONAL SIGNAGE	A-FRAME	THREE (3)	12 SQUARE FEET TOTAL
Temporary Use Permit Signage (see Section 3.15(D)(2)(f))	Banner, Pennant, Flags	Ten (10)	200 square feet Maximum
Sign for temporary event held by non-profit charitable organization (as designated under section 501(c)(3) of the Internal Revenue Code) with a permanent location inside Town's incorporated limits	Banner, Pennant, Flags	Two (2)	48 square feet Maximum
Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted		
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 Section [4.24](#) Outdoor Lighting including, but not limited to, Subsection 4.24.4 General Requirements, 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.

H. Special event (promotional) signs and auxiliary signs shall be subject to the following:

1. No special event (promotional) or auxiliary signage shall be allowed for any business until such time as the business obtains and installs, at a minimum, a wall-mounted permanent sign.

2. An aggregate of up to two (2) special event (promotional) signs or auxiliary signs are permitted in addition to the permanent signs allowed for a business. The number and size of the special event (promotional) signs or auxiliary signs are determined by the zoning of the property as shown in the table in Section 4.21.6, Temporary Signs and Auxiliary Signs. If the business wants to display a new special event (promotional) sign or auxiliary sign, then one or more of the existing signs on display must be taken down to ensure the total square footage requirements are maintained.

3. Special event signs, auxiliary signs, and A-Frames may be displayed year-round, so long as the signs remain in good repair.

4.21.5 SIGN STANDARDS

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.

6. A-Frame signs shall be placed a minimum of five (5) feet out of the right-of-way on the property where the business operates provided such signs shall not obstruct pedestrian traffic. A-Frame Signage size allowance is calculated as part of the total allowable aggregate Auxiliary signage square footage.

7. All temporary signs, special event (promotional) signs and auxiliary signs shall be placed (a) at a minimum five (5) feet from the property line on which the business is located and (b) outside the public rights-of-way.

4.21.6 TEMPORARY SIGNS, SPECIAL EVENT SIGNS AND AUXILIARY SIGNS

<i>Sign Type</i>	<i>Zoning District</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Standards</i>
Banner, Pennant, Streamer, Feather	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, Streamer, Feather	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, One (1) not to exceed 6 sq. ft. total per parcel. Shall be maintained in good repair. Anything attached to the A-Frame Sign shall count against the total square footage allowed.

4.21.7 PROHIBITED SIGNS

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

1. **Off-site commercial signs.**
2. **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**.
3. **Signs** attached to any utility pole, or **structure**, streetlight, traffic signal, tree, fire hydrant, bridge, **park** bench or other location on **public** property.

4. **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.
5. **Signs** displayed in a manner or location that prevents free **ingress** and **egress** from a door, window or other exit.

(Ord. 17-819, passed 3-14-2017)

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~~ the provision of this Sign Code that first caused the sign to become non-conforming.
- 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 **such change** 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 ten calendar day written notice shall be provided.
 2. Temporary **Signs**. A two calendar day written notice shall be provided.
 3. **Portable Signs**.
 - a. A two 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 Officer is authorized to require removal of any **sign** installed in violation of this Chapter. The Code Compliance Officer 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 of repair of a **sign**, the **Town** may bring an action in Municipal Court or Superior Court to recover its costs.

4.21.10 SUNSET PROVISION

The provisions of this Sign Code relating to (A) auxiliary signs being permitted by right in certain zoning categories and (B) auxiliary signs and special event (promotional) signs being allowed without the need for a temporary sign permit shall automatically terminate and shall be of no force and effect after July 1, 2022, unless, after meeting all of the public notice and hearing requirements set forth in State Law, the Town Council determines these provisions should remain in effect, as currently written or as may be modified.



TOWN OF CHINO VALLEY PLANNING AND ZONING COMMISSION

Staff Report January 7, 2020

APPLICATION SUMMARY

File Number:	ZC19-0019
Applicant:	Town of Chino Valley
Request:	Consideration and possible action to adopt Ordinance 2020-878 to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, by amending Section 4.21 Sign Regulations, by amending temporary commercial sign text.

BACKGROUND

DISCUSSION OF THE PROPOSED DRAFT ORDINANCE

Staff met with Town Council at the May 21, 2019 study session to discuss major issues with the sign ordinance and the need to enforce an adopted ordinance as written. Council directed staff to initiate drafting language for a potential text amendment to the sign regulations. After that meeting, staff began enforcing the code as written.

On June 26, 2019, staff met with the UDO Subcommittee and presented the first draft version of the sign text amendment. It was the intent of staff to provide definitions to some of the key terms, provide additional language to those sections that lacked clarity and provide other options of temporary signs. UDO Subcommittee met on July 10, 2019 to review a second version of the draft text provided by staff. Both staff and Subcommittee members discussed the modifications made by staff, at which time members of the Subcommittee requested additional language to be added to the draft.

After the review and further revisions made by the Town attorneys, staff presented the UDO Subcommittee members a third version of the draft text on August 14, 2019. UDO Subcommittee members discussed additional provisions that could be implemented into the amended text.

At the Town Council study session held on October 15, 2019, staff presented Council members the first and third versions of the draft text previously reviewed by UDO Subcommittee members. The Mayor led the discussion based on a list of topics designed to help focus the group to certain aspects of the current code language.

The Council requested comments from the community members in attendance. At the end, the Mayor asked the business owners in attendance to tell the Council how the issue should be solved. The business owners made several good recommendations.

Staff was asked to summarize what was said and what the Council had agreed upon for the changes based on the business owners recommended changes. They are as follows:

1. All businesses are required to install a permanent sign before any special event or promotional signage may be displayed.
2. A temporary sign is the sign installed while a business waits for their permanent sign to be installed. This requires a permit, may be displayed for up to six (6) months, and shall not be renewable.
3. All businesses, institutions that have installed a permanent sign are entitled to an amount of square footage based on the zoning of the property (CL, CH, and I = 48 square feet, all other zones = 24 square feet). This signage is called Auxiliary signage. Special event and promotional signage may be displayed as long as the total square footage does not exceed the allotted amount listed above.
4. Special event, promotional, and auxiliary signage shall not require a permit, but is allowed by right as long as the signage remains in good condition.
5. The provisions allowing the signage by right shall sunset in two years.
6. Provide definitions for all types of “new” signage.

Staff presented the latest draft version of the sign text to Council members at Town Council study session on December 10, 2019. The draft text provided to Council members addressed the items that were discussed at the October 15 study session. Council was satisfied with the changes and directed staff to present the proposed text amendment before the Planning and Zoning Commission at the next scheduled meeting.

Staff has attached a copy of the sign section of the ordinance with the proposed changes that satisfy the above bullet points as discussed and directed by Town Council.

Staff met with the Planning and Zoning Commission on January 7, 2020 and presented the proposed changes with a few minor alterations based on discussions with Mr. Payne prior to that meeting. Those changes were included in the Planning Commission recommendation and are reflected in the draft given to council in green. Also in green is a clarification requested by Mr. Payne regarding A-frame signage.

CITIZENS OUTREACH

Staff notified all residents within Chino Valley through public notification. The draft text amendment has been uploaded to the Town of Chino Valley homepage and can be accessed by citizens by going to the news flash section. The draft text has been available since early December 2019 and will be available until

the end of January 2020. Staff has encouraged the citizens to send comments to the Development Service Department. To date, staff has not received any comments or emails from residents.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval to Town Council to adopt Ordinance 2020-878 to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, by amending Section 4.21 Sign Regulations, by amending temporary commercial sign text.

ORDINANCE NO. 2020-878

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE CHINO VALLEY TOWN CODE TITLE XV, LAND USAGE, CHAPTER 154, UNIFIED DEVELOPMENT ORDINANCE, RELATING TO TEMPORARY SIGNS.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Unified Development Ordinance of the Town of Chino Valley, Section 2 (Definitions), Subsection 3.15(D) (CL – Light Commercial; Temporary Uses) and Section 4.21 (Sign Regulations), by adding modifying definitions and modifying provisions relating to temporary signs (the "Text Amendment"); and

WHEREAS, the Town Council has determined that the Text Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Text Amendment; and

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

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

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

Section 2. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 2 (Definitions), is hereby amended by modifying the definition of "Sign, Banner" as follows:

SIGN, BANNER. A temporary sign OR AUXILIARY SIGN of fabric, plastic, paper, or other light, pliable material THAT IS not enclosed in a rigid frame.

Section 3. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 2 (Definitions), is hereby amended by adding new definitions of "Sign, A-Frame," "Sign, Auxiliary," "Sign, Feather," "Sign, Pennant or Streamer," "Sign, Permanent," "Sign, Special Event (Promotional)" and "Sign, Temporary" to read as follows:

SIGN, A-FRAME. A portable, stand-alone sign comprised of two separate panels or faces joined at the top and spread apart at the bottom to form a base upon which the sign stands.

SIGN, AUXILIARY. An A-Frame Sign, Banner, Pennant, or Feather Sign used to supplement a use's permanent signage.

SIGN, FEATHER. A portable, stand-alone sign consisting of vertical pole onto which is attached a sign made of fabric, plastic or other light, pliable material.

SIGN, PENNANT OR STREAMER. Any piece of lightweight plastic, fabric or other material suspended from a pole, rope, wire, or string, displayed in series and capable of movement in the wind.

SIGN, PERMANENT. A sign that is intended to be, and is so constructed as to be, of lasting and enduring condition, such that it may be displayed for an indefinite or long-lasting period of time while remaining unchanged in character, condition (beyond normal wear) and position.

SIGN, SPECIAL EVENT (PROMOTIONAL). Any signs used for temporary, auxiliary, or promotional purposes for uses that have already installed permanent signs. Temporary signs installed prior to permanent signage shall not be considered special event signs.

SIGN, TEMPORARY. Any sign, banner, pennant or streamer, valance, or advertising display constructed of light fabric, cloth, canvas, wall board, or other light materials, with or without frames, intended to be displayed for a limited period of time until a business' permanent signage is installed.

Section 4. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 3.15 (CL – Light Commercial), Subsection D (Temporary Uses) is hereby amended to add a new Paragraph 2(f) to read as follows:

- f. A Temporary Use Permit must include a comprehensive sign package, prepared by the applicant and approved by the Zoning Administrator, that documents (1) the total number of signs to be displayed within the corporate limits of the Town, not to exceed ten (10) individual double-sided signs, (2) the days and times of display of such signs, (3) the approximate locations of such signs, (4) the total aggregate sign area of all signs proposed, not to exceed two hundred (200) square feet size for all signs, taken together and (5) the applicant's plan for removal of the signs after the event is finished.

Section 5. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.2 (Permits Required), Paragraph F (Temporary Sign Permits) is hereby amended as follows:

F. Temporary Sign Permits. ~~TEMPORARY Signs with a limited duration of use, such as those provided in Section 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. THE TEMPORARY SIGN SHALL BE REMOVED AS SOON AS THE BUSINESS' PERMANENT SIGN IS INSTALLED OR SIX MONTHS, WHICHEVER OCCURS FIRST.

2. THE TEMPORARY SIGN PERMIT SHALL NOT BE RENEWABLE.

32. Temporary **signs** shall conform to all other requirements of this Code.

4. SPECIAL EVENT (PROMOTIONAL) SIGNS AND AUXILIARY SIGNS DO NOT REQUIRE TEMPORARY SIGN PERMITS.

Section 6. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.2 (Permits Required), Paragraph G (Exempt Signs) is hereby amended as follows:

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:

<i>Description</i>	<i>Type</i>	<i>Number Permitted</i>	<i>Maximum Area and Height</i>
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard	No limit	No limit
Posters			No limit
A-Frame Signs		2 per frontage	12 Square feet total: See Table 4.21.6 for regulations
TEMPORARY NON-COMMERCIAL DIRECTIONAL SIGNAGE	A-FRAME	THREE (3)	12 SQUARE FEET TOTAL
TEMPORARY USE PERMIT SIGNAGE (SEE SECTION 3.15(D)(2)(F))	BANNER, PENNANT, FLAGS	TEN (10)	200 SQUARE FEET MAXIMUM
SIGN FOR TEMPORARY EVENT HELD BY NON-PROFIT CHARITABLE ORGANIZATION (AS DESIGNATED UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE)	BANNER, PENNANT, FLAGS	TWO (2)	48 SQUARE FEET MAXIMUM

WITH A PERMANENT LOCATION INSIDE TOWN'S INCORPORATED LIMITS			
Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted		
Signs required to be relocated by the Town or other governmental agency			

Section 7. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.3 (General Sign Regulations), is hereby amended to add a new Paragraph H to read as follows:

H. Special event (promotional) signs and auxiliary signs shall be subject to the following:

1. No special event (promotional) or auxiliary signage shall be allowed for any business until such time as the business obtains and installs, at a minimum, a wall-mounted permanent sign.

2. An aggregate of up to two (2) special event (promotional) signs or auxiliary signs are permitted in addition to the permanent signs allowed for a business. The number and size of the special event (promotional) signs or auxiliary signs are determined by the zoning of the property as shown in the table in Section 4.21.6, Temporary Signs and Auxiliary Signs. If the business wants to display a new special event (promotional) sign or auxiliary sign, then one or more of the existing signs on display must be taken down to ensure the total square footage requirements are maintained.

3. Special event signs, auxiliary signs, and A-Frames may be displayed year-round, so long as the signs remain in good repair.

Section 8. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.5 (Sign Standards), Paragraph G (Aggregate Sign Limits), is hereby amended to add two new subparagraphs 6 and 7, to read as follows:

6. A-Frame signs shall be placed a minimum of five (5) feet out of the right-of-way on the property where the business operates provided such signs shall not obstruct pedestrian traffic. A-Frame Signage size allowance is calculated as part of the total allowable aggregate Auxiliary signage square footage.

7. All temporary signs, special event (promotional) signs and auxiliary signs shall be placed (a) at a minimum five (5) feet from the property line on which the business is located and (b) outside the public rights-of-way.

Section 9. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.6 (Temporary Signs, SPECIAL EVENT SIGNS AND AUXILIARY SIGNS), is hereby amended as follows:

4.21.6 TEMPORARY SIGNS, SPECIAL EVENT SIGNS AND AUXILIARY SIGNS

<i>Sign Type</i>	<i>Zoning District</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Standards</i>
Banner, Pennant, STREAMER, FEATHER	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, STREAMER, FEATHER	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 Institutional Facility or	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, ONE (1) SIGN, not to exceed 6 sq. ft. total per parcel BUSINESS. Shall be maintained in good repair. ANYTHING ATTACHED TO THE A-FRAME SIGN SHALL COUNT AGAINST THE TOTAL SQUARE FOOTAGE ALLOWED.

Section 10. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), Subsection 4.21.8 (Non-Conforming Signs), is hereby amended as follows:

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~~ THE PROVISION OF THIS SIGN CODE THAT FIRST CAUSED THE SIGN TO BECOME NON-CONFORMING.

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 SUCH CHANGE does not require structural alterations.

Section 11. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Ordinance), Section 4.21 (Sign Regulations), is hereby amended by adding a new Subsection 4.21.10 (Sunset Provisions), to read as follows:

4.21.10 SUNSET PROVISION

The provisions of this Sign Code relating to (A) auxiliary signs being permitted by right in certain zoning categories and (B) auxiliary signs and special event (promotional) signs being allowed without the need for a temporary sign permit shall automatically terminate and shall be of no force and effect after July 1, 2022, unless, after meeting all of the public notice and hearing requirements set forth in State Law, the Town Council determines these provisions should remain in effect, as currently written or as may be modified.

Section 12. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 13. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of January, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2020-878 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on January 28, 2020, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk