



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, March 14, 2017
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**
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. Response regarding the status of commercial development at Road 4 South.

5. **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

- b. Status report by Interim Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to accept the February 28, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. Consideration and possible action to adopt Ordinance 17-819, amending the Unified Development Ordinance ("UDO"), Chapter 2, Definitions, Section 2.1, Meanings of Words and Terms; repealing Chapter 4.21 Sign Regulations, and adopting new Chapter 4.21 Sign Regulations, consisting of Sections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Removal, all as set forth in the "Amendments to the Unified Development Ordinance of the Town of Chino Valley Related to Signs, dated July 26, 2016". (Ruth Mayday, Development Services Director)

Recommended Action: Approve Ordinance 17-819, declaring the "Amendments to the Unified Development Ordinance of the Town of Chino Valley related to Signs, dated July 26, 2016" to be a public record and adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona, Related to Signs, dated July 26, 2016", by reference, amending the Unified Development Ordinance.

- b. Consideration and possible action to approve the Agreement for Professional Consulting Services with Engineering Testing Consultants, Inc., for Geotechnical Engineering Testing for the Old Home Manor Industrial Park project in an amount not to exceed \$34,005.00. Funds to come from Grants Fund match. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with Engineering Testing Consultants, Inc., for Geotechnical Engineering Testing for the Old Home Manor Industrial Park project in an amount not to exceed \$34,005.00.

- c. Consideration and possible action to approve change order number 2 to the contract with Earth Resources Corporation to remove the construction survey line item from the existing Construction Contract resulting in a decrease in the contract amount of \$17,700.00. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve change order number 2 to the contract with Earth Resources Corporation, decreasing the contract amount by \$17,700.00.

- d. Consideration and possible action to approve the Professional Services Agreement with Lyon Engineering, Inc., for the construction staking for the Center Street Sewer Main Extension project in the amount not to exceed \$17,700.00. (Michael Lopez, Acting Public Works Director/Town Engineer)

Recommended Action: Move to approve Change Order number 2 with Lyon Engineering, Inc. for the construction staking for the Center Street Sewer Main Extension project in an amount not exceed \$17,700.00, increasing the total compensation for this Project not to exceed amount of \$110,595.00.

- e. Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Chino Valley Unified School District and the Town of Chino Valley for the improvements to Town rights-of-way adjacent to Del Rio School and Heritage Middle School using Adjacent Ways funding. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve the Intergovernmental Agreement (IGA) between the Chino Valley Unified School District and the Town of Chino Valley for the improvements of the adjacent ways to the Del Rio School and Heritage Middle School at no cost to the Town but staff's time to perform engineering and project management.

- f. Consideration and possible action to approve a Notice of Intention to increase Wastewater Rates, Fees, and Service Charges, set a Public Hearing date, and issue a public report. (Joe Duffy, Finance Director)

Recommended Action: Move to adopt a Notice of Intention to Increase Wastewater Rates, Fees, and Service Charges and set a public hearing on the proposed rates for May 9, 2017.

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.

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Town of Chino Valley v. Glenarm Land Company, Inc. (Phyllis Smiley, Town Attorney)

- b. An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) for discussion or consultation for legal advice with the Town Attorney and for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations regarding the lease to Yavapai Community College of real property located at Old Home Manor.
- c. Executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Interim Town Manager, Cecilia Gritman.

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 9th day of March, 2016.

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

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 03/14/2017

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the February 28, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the February 28, 2017 regular meeting minutes.

Attachments

February 28, 2017 minutes

DRAFT

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

**TUESDAY, FEBRUARY 28, 2017
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 28, 2017.

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

Staff Present: Interim Town Manager Cecilia Grittmann; Town Attorney Phyllis Smiley (via Skype); Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Library Director Scott Bruner; GIS/CAD/Web Technician Jan Mazy (videographer); Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

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

- a) Status report by Chris Marley regarding water-related advisory committees on which he represents the Town.

Mr. Marley reported on recent water-related meeting topics that could affect the Town:

- A Northern Arizona Municipal Water Users Association meeting addressed Non-Indian Agricultural water becoming available for purchase in 2021 and being rural Arizona's last chance for Central Arizona Project water.
- The Upper Verde River Watershed Protection Coalition (WPC) biomass conference addressed how to restore the watershed to its original condition without economic hardship to the public.
- A Groundwater Users Advisory Committee field trip addressed aquifer recharge in the Little Chino and discussion about monitoring the Granite Creek streambed in Chino Valley.

Councilmember Cuka asked Mr. Marley to bring to the WPC's attention an issue with beavers changing the environment as a result of changed trapping regulations. Mr. Marley asked her to contact him with the information.

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.

Mark Vucich, resident, asked about the status of retail development on the southeast corner of Road 4 South and SR 89. Mayor Croft stated that staff will respond at the next meeting.

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) Concerns expressed about two proposed apartment complexes, one on East Road 2 North, and one on West Road 2 North.

Mayor Croft reported that both developments will be discussed on this agenda under items 7b and 7c; and the Town no longer had impact fees to allocate toward the effects of development.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

Councilmember Cuka reported on the Economic Development Subcommittee's review of consultants to assist with Old Home Manor Industrial Park development.

Vice-Mayor Best reported on a Central Yavapai Metropolitan Planning Organization conference at which projects and possible funding sources were discussed.

Mayor Croft reported on a new upcoming Citizens' Academy.

- b) Status report by Interim Town Manager Cecilia Grittman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittman reported on:

- The proposed motor sports facility presentation before Yavapai Community College Board on April 18.
- Utility bills having a new look as staff was outsourcing their printing.

6) CONSENT AGENDA

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to approve the Consent Agenda items.

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to direct the Appointments Subcommittee to initiate search for a Magistrate for a July 1, 2017 start date. (Cecilia Gritman, Interim Town Manager)
- b) Consideration and possible action to accept the January 31, 2017 Study Session/Retreat minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to accept the February 14, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to approve Ordinance 17-828 to rezone approximately two (2) acres of real property, identified as Assessor's Parcel Number 306-17-089G, generally located near the southwest corner of Granite Creek Lane and Hayward Drive from SR-2 (Single Family Residential - 2 acre minimum) to SR-1 (Single Family Residential - 1 acre minimum) zoning district. Applicant: Nathan M. Peabody & Ana P. Hurtado-Acedo. (Ruth Mayday, Development Services Director)

Recommended Action: Approve Ordinance 17-828 to rezone approximately two (2) acres of real property generally located near the southwest corner of Granite Creek Lane and Hayward Drive from SR-2 to SR-1 zoning district.

Ms. Mayday presented on this item:

- *Purpose of request:* To divide the property into two lots.
- *Conformance:* The requested rezone conformed with the surrounding properties and the General Plan's medium density land use designation.
- *Public participation:* At the neighborhood meeting, some concern was expressed about duplexes, but no duplexes were intended. There were no public comments at the Planning and Zoning Commission meeting.
- *Commission recommendation:* The Commission recommended approval.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve Ordinance 17-828 to rezone approximately two (2) acres of real property generally located near the southwest corner of Granite Creek Lane and Hayward Drive from SR-2 to SR-1 zoning district.

Vote: 7 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve Ordinance 17-829 (ZC-PAD 16-001 Hawksnest at Chino Valley), rezoning approximately 15 acres of real property located approximately 700 linear feet west of the intersection of State Route 89 and West Road 2 North from SR-0.16 (Single Family Residential - 1.6 Acre Minimum) zoning district with a Planned Area Development Overlay zoning district to MR-1 (Multi-family Residential - 1 acre Minimum) zoning district with a Planned Area Development overlay zoning district, and approving the Development Plan for the same. Applicant: Bill Watson, Construction Management Services. (Ruth Mayday, Development Services Director)

Recommended Action: Approve Ordinance No. 17-829 to rezone approximately 15 acres from SR-0.16-PAD to MR-1-PAD, and approve the Development Plan for Hawksnest at Chino Valley.

Ms. Mayday presented on this item:

- *Background:* The property's current zoning was from a proposed 94-acre development in 2006 that did not culminate due to the recession. The current market demand was for multi-family rental property.
- *Proposal:* The proposed development for 224 apartments would be located behind Walgreens. The landscaping plan was reduced to save on water; proposed parking stalls exceeded requirements; the footprint was smaller than the maximum allowed; and lot coverage was 16.8% under the maximum.
- *Conformance:* The General Plan land use designation was Community/Downtown Core, which included higher density uses.
- *Water:* The development would be designated as a regular municipal water user.
- *Stipulations:* These pertained to a new Traffic Impact Analysis, road improvements standard, underground electrical, sidewalk extension, municipal sewer and water, and right-of-way dedication.
- *Public comments:* Some expressed concern about water, traffic on Road 2 North, and sidewalks for children.
- *Planning and Zoning Commission:* On December 6, 2016, the Commission discussed public concerns, and modifications to density, landscape requirements, and open space amenities. As a result of public and Commission comments, the developer revised the development plan. On February 7, 2017, the Commission voted to forward the revised proposal to Council.

Ms. Mayday then reviewed issues with traffic impacts on the Road 2 North/SR 89 intersection, which would affect both this development and the Village North proposal under agenda item 7c:

- *2006 Traffic Impact Analysis (TIA):* The TIA for the 2006 development projected no significant impacts, but recommended certain improvements on Road 2 North and at access to the site.
- *Current condition:* East of SR 89, the road was built out with regard to lane width; west of SR 89 was a bit better.
- *Census data analysis of 2015 traffic patterns:* Per an analysis of vehicles per unit by tenure, rental properties tended to have fewer cars than single-family residences and vehicles had several alternate routes that could be used.

Public comment:

Donna Armstrong, resident, asked how the development would affect public safety and schools.

Craig Brown, Yavapai County Supervisor, spoke in favor of the project as a needed amenity and asked about handicapped parking.

Mark Vucich, resident, expressed concern about congestion in the area and possible increases in crime; and asked about plans for the remaining acreage in the area.

Bill Watson, developer and Prescott resident, related that he was still researching possible uses for the remainder of the property, but he was not intending more apartments.

Council and staff discussed the following in more detail:

- *Traffic:* This seemed to be the greatest concern for the citizens. The TIA would be available for Council to review before it was approved by staff. Most traffic would go down SR 89, while some would take side streets.
- *Impacts on schools:* The development would probably not have many kids, but it would accommodate buses, and as the schools had a drop in enrollment, there appeared to room for growth.
- *Parking:* One out of five spaces was designated for handicapped users.
- *Economic impacts:* Revenue from the project could offset the costs to improve the intersection as well as attract business. This was the type of development that grocery stores were looking for and a certain manufacturer looking to expand declined the Town due to lack of housing.
- *Fencing:* The developer was not intending to fence the development until he had determined what to do with the remainder of his property.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Annie Lane to approve Ordinance No. 17-829 to rezone approximately 15 acres from SR-0.16-PAD to MR-1-PAD, and approve the Development Plan for Hawksnest at Chino Valley.

Vote: 7 - 0 PASSED - Unanimously

- c) Consideration and possible action to review Development Plan for Village North Apartments and Planned Area Development overlay (Zone Change), on property identified as Assessor's Parcel Number 306-20-031Q, and located on Road 2 North, approximately 1,200 feet east of State Route 89 and 600 feet west of Road 1 East. Applicant: Don Karcie / Sam Malouff. (Ruth Mayday, Development Services Director)

Recommended Action: Direct staff to return the item to the Planning and Zoning Commission for further review and recommendation; OR
Direct staff to place this application on the next available Town Council agenda for consideration and possible approval.

Ms. Mayday presented on this item:

- *Proposal:* The proposed project for 154 apartments was located behind Safeway and included a 50-foot right-of-way dedication for a new street. The developer proposed 2.5 dwelling units over the maximum allowed, 16.4% under the maximum lot coverage, and two additional parking spaces.
- *Conformance:* The property was already zoned for multi-family and conformed to the General Plan land use designation of multi-family residential. The developer was requesting a Planned Area Development overlay, which allowed for more flexibility on a case-by-case basis to meet both the needs of the Town and the developer.
- *Water:* The development would be designated as a regular municipal water user.

- *Traffic*: The same conditions applied as for the Hawksnest project under item 7b.
- *Stipulations*: These pertained to a Traffic Impact Analysis, underground electric, sidewalk extension, connection to sewer and water, right-of-way dedication, asphalt street standard, and emergency access/egress.
- *Public comments*: Concerns included water, traffic, and sidewalks.
- *Planning and Zoning Commission*: On February 7, the Commission discussed the public's concerns, as well as modifications to density, landscape requirements, open space, and amenities. As a result of public and Commission comments, the developer reduced the landscape plan to conserve water, and added a basketball court and grassy areas between buildings.
- *Outstanding issues*: The developer was still working on identifying a location for emergency access.

Public comment:

Bill Hitt, nearby resident, spoke in favor of: (i) providing access for young people to get to the Community Center; and (ii) careful planning with regard to traffic, emergency access, and a possible wall.

Mark Vucich, resident, expressed concern about maintenance costs to the Town's side streets from additional traffic, possible difficulty for emergency vehicle access, fencing to Safeway, lack of parking, and overall congestion in the Safeway Center.

Don Karcie, developer, spoke about dedicating emergency access, hopeful retail use on the small parcel to the south, and hopefully, more residents heading north to work.

John Meurs, owner of Country West Mobile Home Park across the street, stated he was not opposed to the project, but expressed concern about crime rates in high density areas, and asked Council not to fill the Town with apartments. Councilmember Lane stated that she did not believe Council could legislate issues such as apartment complexes and kids causing more crime.

Council and staff discussed the following in more detail:

- *Impacts to schools*: Buses would be able to drive through the parking area to pick up students.
- *Economic benefits*: Finance Director Duffy explained that he had no analysis on this project, but by way of example, the Hawksnest project would initially bring in construction sales tax revenues, and water and sewer connection fees of about \$1 million; thereafter, rental sales taxes and monthly water and sewer revenues would add about \$100,000 per year. Once these projects were online, and after some evaluation, he anticipated being able to propose a utility rate reduction.
- *Fencing*: Fencing was not required as the property to the north was vacant ag land and there was no room for a wall on the east side.
- *Traffic*: As more residential development occurred, the Town will have to address Road 1 East and Road 1 West to take some burden off SR 89.
- *Sidewalks*: The 50-foot street would have sidewalk. Staff was currently reviewing possible sidewalks to Road 1 East and Safeway. Staff desired to continue the 50-foot street, but it could not require the developer to do so and the Town's current right-of-way budget was zero.
- *Access issues*: Council supported some sort of access to the Community Center. The new street would provide three different entrances, and was the beginning of a street to run from Road 2 North to Perkinsville Road.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to direct staff to place this application on the next available Town Council agenda for consideration and possible approval.

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to authorize staff to apply for the Economic Strength Projects Grant, and authorize the Mayor to sign a letter to the Arizona Commerce Authority committing the Town to a \$50,000 match for improvements to East Road 4 North. (Ruth Mayday, Development Services Director)

Recommended Action: Authorize the Mayor to sign a letter to the Arizona Commerce Authority committing the Town to a \$50,000 match for the Economic Strength Projects Grant, and authorize staff to submit an application to the same in the amount of \$500,000 for improvements to East Road 4 North.

Ms. Mayday reported that:

- This rural economic grant was a joint project between the Arizona Commerce Authority and ADOT for road improvements.
- The grant would fund acquisition of right-of-way for realignment of E. Road 4 North and extension of a portion of Road 4 North eastward, in order to reduce curves for trucks accessing the industrial park and enhancing the access ability for large vehicles.
- Staff hoped to receive enough funding for asphalt.

Public Works Director Lopez spoke about the challenges on Road 4 North for large semi-trucks and staff's preferred improvements.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Lon Turner to authorize the Mayor to sign a letter to the Arizona Commerce Authority committing the Town to a \$50,000 match for the Economic Strength Projects Grant, and authorize staff to submit an application to the same in the amount of \$500,000 for improvements to East Road 4 North.

Vote: 7 - 0 PASSED - Unanimously

- e) Consideration and possible action to approve a Notice of Intent to increase Wastewater Rates, Fees, and Service Charges, set a public hearing date, and issue a public report. (Joe Duffy, Finance Director)

Recommended Action: Adopt a Notice of Intent to Increase Wastewater Rates, Fees, and Service Charges, and set a public hearing on the proposed rates for May 9, 2017.

Mayor Croft requested to postpone this item to March 14.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Susie Cuka to postpone item (e) to the March 14 meeting.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Mike Best to adjourn the meeting at 7:35 p.m.

Vote: 7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 28th day of February, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of March, 2017.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 03/14/2017
Contact Person: Ruth Mayday, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 30 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance 17-819, amending the Unified Development Ordinance ("UDO"), Chapter 2, Definitions, Section 2.1, Meanings of Words and Terms; repealing Chapter 4.21 Sign Regulations, and adopting new Section 4.21 Sign Regulations, consisting of Subsections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Removal, all as set forth in the "Amendments to the Unified Development Ordinance of the Town of Chino Valley Related to Signs, dated March 14, 2017". (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Move to approve Ordinance 17-819, declaring the "Amendments to the Unified Development Ordinance of the Town of Chino Valley related to Signs, dated March 14, 2017" to be a public record and adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona, Related to Signs, dated March 14, 2017", by reference, amending the Unified Development Ordinance as follows:

(1) by amending Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms to add new definitions and revise existing definitions related to signs; and (2) amending Chapter 4 General Regulations as follows: (a) Repealing Chapter 4.21 Sign Regulations in its entirety; (b) Adopting new Section 4.21 Sign Regulations consisting of Subsections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Enforcement, all as set forth in the "Amendments to the Unified Development Ordinance related to Signs, dated March 14, 2017".

SITUATION AND ANALYSIS:

Applicable “Policy”

2016 Strategic Plan, Key Result Area 1: Strong Fiscal Health, Goal 3: Resolve Outstanding Legal Issues, Objective D: Resolve issues with Unified Development Ordinance; Action 1: Continue text amendments to implement best practices in zoning and land use; Action 3: Restructure UDO to make it more user friendly

Satisfaction of “Policy”

Action 1: Continue text amendments to implement best practices in zoning and land use: The Supreme Court's decision in *Reed v. Gilbert* fundamentally changed the way in which signage can now be regulated. Content-based sign standards no longer satisfy the "If you have to read the sign to regulate it, the regulation is content based" rule conceived by the majority in the *Reed* decision. The sign regulations were already under review prior to the *Reed* decision as the Town had received numerous complaints from the public with regard to the strict limits and confusing nature of Chapter 4.21 Sign Regulations.

Action 3: Restructure UDO to make it more user friendly The current regulations are distributed over 22 pages of text, creating difficulty in locating and understanding signage rules for staff and customers alike. The tables proposed in the text amendments reorganize the information in a manner that is far easier to locate and understand.

Summary of Issues and Staff Rationale

The intent of the revisions of the Sign Code are threefold: Compliance with *Reed v. Gilbert*; allowing more signage for businesses, and creating a proportional allowance for signs based upon speed limits and frontages. Work began on the amendments to Chapter 4.21 of the Unified Development Ordinance (UDO) in mid-2014. The first round of amendments was brought to the Planning and Zoning Commission for consideration on January 6, 2015. Within a week, the Supreme Court had heard arguments on what was to become a landmark case: *Reed v. Town of Gilbert*. Upon advice from legal counsel, the amendments to the sign code were put on hold, pending a decision in the case.

The *Reed* decision was handed down by the Supreme Court on June 18, 2015 and fundamentally changed the manner in which signs could be regulated by municipalities and other political subdivisions. The majority opinion(s) leaned heavily on First Amendment free speech rights, finding in favor of the speaker and not the regulator. Rather than limit its decision to the specific question at hand in *Reed*, the Court came down hard on its previous “strict scrutiny” test. Almost every jurisdiction was regulating signs in a way that was not "content neutral", and doing so without a "compelling government interest"; which was the basis for content-based regulations. The proposed text amendments then had to be rewritten to comply with the decision of the Supreme Court.

The process for Sign Code Amendments began again in January 2016, and public participation for this round of amendments began as in-office outreach to those applying for sign permits or renewing temporary sign permits. Emails were sent to all business license holders via our online permitting system, CitizenServe, on March 16, 2016; and an ad hoc Sign Code Committee was formed. This committee met once monthly from April through June and comments and questions from the committee were addressed. During the same timeframe, a Survey was distributed via SurveyMonkey, an online survey platform. Concerns heard during this process range from: formatting, definitions, how we will address temporary signs, including flags and banners, off-premise signs, and sizes of wall signs, monument signs, and shingle signs. Attached is the public outreach summary. Comments were received from business owners, Chino Valley citizens, and residents of surrounding unincorporated Yavapai County.

The revisions proposed address those specific intents by: Creating content-neutral sign regulations to comply with *Reed*; Increasing maximum sign sizes, increasing total aggregate signage allowances, creating matrices or tables for different types of signage; and regulating the manner and placement of signage based on speed limits on adjacent roadways, among other things. To make a more easily understandable code that is easy to read for the public as well as easy to interpret for staff, tables were created that provided basic, specific information with regards to the regulation of different types of signs in different zoning districts. Creating a table-based format the spells out quantity, type, and placement of signage for each zoning district and reducing the number of pages of regulations from 22 to 11. This was achieved by creating a more compact format as well as removing provisions in the code which were written for a special purpose, provisions which conflicted with other parts of the code, and provisions which conflicted with state statute and case law. Attached herein are the amendments to Section 4.21 that have arisen from this process, as well as amendments to Chapter 2 of the UDO, amending, deleting, and adding new definitions for signage.

Findings of Fact

1) The UDO is not compliant with the most recent Supreme Court Decision, *Reed V. Gilbert*. Adopting the proposed amendments will bring the UDO into compliance with this decision.

2) The current arrangement of Section 4.21 Sign Regulations is confusing and regulations are difficult to locate and understand. By abandoning the text format in several instances and replacing it with the same information in a table format, regulations are easier to find and understand for the public, and easier to interpret and enforce for staff.

3) Regulations found in the UDO with respect to signage and area allow for half the area that is allowed by most municipalities in the area. This limitation puts the businesses in Chino Valley at a competitive disadvantage, as the smaller signage is harder to see and read by the traveling public. The proposed amendments consider the speed of traffic on adjacent streets, providing proportionality to the area of a sign based not on content but rather on readability from adjacent streets and roads.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 17-819 Adopting Sign Code

Ordinance 17-819 Exhibit

Sign Code Memo

ORDINANCE NO. 17-819

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO SIGNS, DATED MARCH 14, 2017" AS A PUBLIC RECORD; ADOPTING THE "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO SIGNS, DATED MARCH 14, 2017" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE AS FOLLOWS: (1) BY AMENDING CHAPTER 2 DEFINITIONS, SECTION 2.1 MEANINGS OF WORDS AND TERMS TO ADD NEW DEFINITIONS AND REVISE EXISTING DEFINITIONS RELATED TO SIGNS; AND (2) AMENDING CHAPTER 4 GENERAL REGULATIONS AS FOLLOWS: (A) DELETING SECTION 4.21 SIGN REGULATIONS IN ITS ENTIRETY; (B) ADOPTING NEW SECTION 4.21 SIGN REGULATIONS AND SUBSECTIONS 4.21.1 PURPOSE, 4.21.2 PERMITS REQUIRED, 4.21.3 GENERAL SIGN REGULATIONS, 4.21.4 MEASUREMENT OF SIGNS, 4.21.5 SIGN STANDARDS, 4.21.6 TEMPORARY SIGNS, 4.21.7 PROHIBITED SIGNS, 4.21.8 NON-CONFORMING SIGNS, 4.21.9 VIOLATIONS; ENFORCEMENT, ALL RELATED TO PROVIDING REASONABLE REGULATIONS OF SIGNS WITHIN THE TOWN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

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

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

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

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

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

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

Section 1. In General.

That certain document entitled “Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Signs, dated March 14, 2017” is hereby declared to be a public record and three paper copies or one paper copy and one electronic copy maintained in compliance with Arizona Revised Statutes § 44-7041, are filed in the office of the Town Clerk and kept available for public use and inspection.

The Unified Development Ordinance of the Town of Chino Valley, Arizona, is hereby amended by amending Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms; and amending Chapter 4 General Regulations as follows: (a) by deleting Section 4.21 Sign Regulations in its entirety; and (b) by adopting new Section 4.21 Sign Regulations consisting of Subsections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-conforming Signs, and 4.21.9 Violations; Enforcement, all as set forth in that document entitled “Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Signs, dated March 14, 2017”, which document is hereby adopted and incorporated into this ordinance by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

Section 4. Providing for Penalties

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of March, 2017 by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2017.

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney
Gust Rosenfeld, PLC

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2017.

Jami Lewis, Town Clerk

Amendments to the Unified Development Ordinance
of the Town of Chino Valley, Arizona
Related to Signs, Dated March 14, 2017

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

2.1 Meanings of Words and Terms:

* * *

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

* * *

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

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

* * *

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

* * *

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

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

* * *

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

* * *

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

* * *

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

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

* * *

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

* * *

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

* * *

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

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

* * *

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

* * *

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

* * *

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

* * *

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

* * *

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

* * *

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

* * *

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

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

* * *

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

* * *

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

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

* * *

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

* * *

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

* * *

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

* * *

Sign. Any NAME, identification, description, illustration, DISPLAY, symbol or device which is affixed TO, PAINTED, OR REPRESENTED directly or indirectly upon THE EXTERIOR OF a building, vehicle, structure, or land OR OTHER OUTDOOR SURFACE and which identifies or directs attention to OR IS DESIGNED OR INTENDED TO DIRECT ATTENTION TO THE SIGN FACE OR TO an OBJECT, product, place, activity, person,

institution, ORGANIZATION or business. SIGNS DO NOT INCLUDE SUCH ITEMS WHEN LOCATED WITHIN AN ENCLOSED STRUCTURE OR AN ENCLOSED PATIO.

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

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

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

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

SIGN, ELECTRONIC. A SIGN THAT IS STATIC AND CHANGES MESSAGES BY ANY ELECTRONIC PROCESS OR REMOTE CONTROL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

~~Vehicle Sign. A sign mounted, painted or otherwise placed on a truck, bus, car, boat, trailer or other vehicle or equipment and used in such a manner that the sign is visible from a public street or right-of-way and the primary purpose of such vehicle or equipment is for the display of such signage. The primary purpose of such vehicle or equipment shall be presumed to be for the display of such signage if the vehicle/equipment is not in operating condition, currently registered or licensed to~~

~~operate on public streets and actively used in the daily function of the business to which the signs relate, or is used primarily as a static display for the display of such signage. Vehicles and equipment engaged in active construction projects and the on-premise storage of equipment and vehicles offered to the general public for rent or lease shall not be considered to be vehicle signs.~~

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

* * *

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

* * *

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

4.21 Sign Regulations

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

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

4.21.2 Permits Required.

- A. *Permit Required.* Except as provided herein, it shall be unlawful for any person to construct, install, attach, place, paint, alter, relocate, or otherwise maintain any non-exempt sign in the Town without first obtaining a sign permit in conformance with this Sign Code.
- B. *Conflicts with other requirements.* If provisions of this Sign Code are conflict with any other Town Code or ordinance, the more restrictive requirement(s) shall apply. Signs

maintained contrary to the provisions of this Sign Code are declared to be nuisances and may be abated as provided by law.

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

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

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

E. *Sign Permit Review; Timeframes*

1. Within ten business days of submission of an application for a sign permit, staff shall review the application for completeness. If the

application is not complete, the applicant will be notified of the deficiency via email, telephone, or first class mail.

2. Within thirty business days of receipt of a complete application, Town staff shall review the application for compliance with the regulations set forth in this Code and in the Town Code, as applicable, and shall issue the permit or notify the applicant of deficiencies and the need for corrections.

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

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

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

Description	Type	Number Permitted	Maximum Area and Height
Official notices authorized by a court, public body or public safety official			No limit
Government Signs	Wall or ground-mounted standard	No limit	No limit
Posters			No limit
A-Frame Signs		2 per frontage	12 Square feet total: See Table 4.21.6 for regulations
Signs located within structures in Commercial zoning districts	Window Signs		No limit
Signs on residentially zoned property	Wall, window, or ground-mounted		
Signs required to be relocated by the Town or other governmental agency			

4.21.3 General Sign Regulations

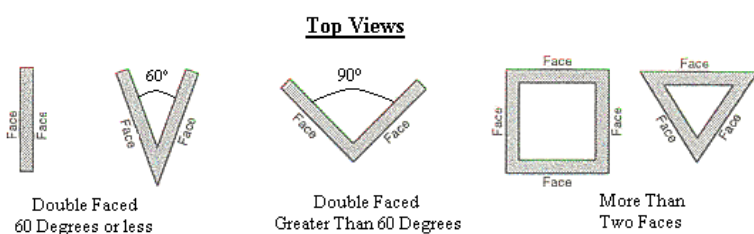
- A. The regulations, requirements, and provisions set forth in this Chapter shall apply to all signs erected, placed, or constructed within the Town.
- B. All signs shall be structurally designed, constructed, erected, and maintained in conformance with all applicable Technical Codes and regulations.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

4.21.4 Measurement of Signs

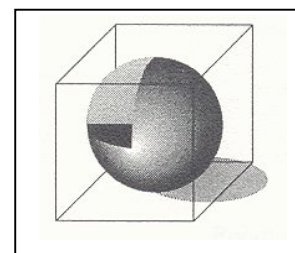
- A. Sign Area shall be measured as follows:
 - 1. Sign copy mounted or painted on a background panel or area distinctively painted, textured or constructed as a background for the sign copy shall be measured as that area within the outside dimensions of the background panel or surface.
 - 2. Sign copy mounted as individual letters and/or graphics against a wall or parapet of a building or other structure that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy shall be measured as a sum of the smallest rectangles that will enclose each word and each graphic in the total sign copy.
 - 3. Multi-face signs shall be measured as follows:

- a. A two (2) faced sign shall be considered as one sign when determining the sign area, provided both faces are parallel or the interior angle between the two (2) sign faces is sixty degrees (60°) or less. If the interior angle is greater than sixty degrees (60°), the sign area shall be the sum of the area of the two (2) faces.
- b. Where a sign has three (3) or more faces: the area of the sign shall be calculated as fifty percent (50%) of the sum of the area of all faces.

Multi-Face Signs



Non-Planar Signs



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

B. Sign Height

1. Sign height shall be measured as follows.
 - a. Freestanding sign height shall be the vertical distance from the top of the highest element of the sign or sign structure to ground level. The monument base or other structure erected to support or ornament the sign shall be included as part of the sign height.
 - b. When a freestanding sign is located below the average grade of an adjacent roadway "ground level" shall be measured from the average grade of the adjacent roadway.
 - c. Wall or parapet-mounted sign height shall be the vertical distance to the top of the sign or sign structure from the base of the wall on which the sign is located.

4.21.5 Sign Standards

A. Wall Signs

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

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

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

B. *Freestanding Signs*

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

<i>Speed Limit Table 4.21.5.B-1</i>			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	.5 sq. ft. per linear ft. of lot frontage; not to exceed 32 sq. ft.	.5 sq. ft. per linear ft. of lot frontage; not to exceed 48 sq. ft.	.5 sq. ft. per linear ft. of lot frontage; not to exceed 48 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

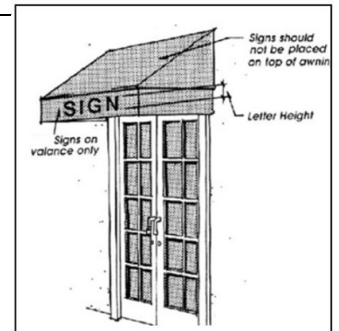
<i>Speed Limit Table 4.21.5.B-2</i>			
Speed Limit of Adjacent Roadway			
	< 35 MPH	35 MPH	> 35 MPH
Maximum Area	64 sq. ft.	72 sq. ft.	96 sq. ft.
Maximum Height	8 ft.	12 ft.	12 ft.

C. *Electronic Signs*

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

D. *Awning Signs*

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



E. *Shingle Signs and Projecting Signs*

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

				One sign permitted per business. Sign shall not encroach into public right-of-way, including sidewalk.
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F. *Parapet or Mansard Signs*

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

G. *Aggregate Signage Limits*

1. The total maximum aggregate signage shall not exceed two-hundred ninety-six square feet (296 sq. feet) for a single-tenant development.
2. The total maximum aggregate signage shall not exceed three-hundred sixty square feet (360 sq. feet) for a multi-tenant development.
3. Comprehensive Sign Packages may be approved by Planning and Zoning Commission and Town Council for multi-tenant developments with up to a 50% increase in total aggregate area.
4. The provisions above shall apply unless such guidelines are addressed in an approved comprehensive sign package.
5. Signage whose manner and placement has not been listed herein may be approved at the discretion of the Zoning Administrator or his/her designee.

4.21.6 Temporary Signs

Sign Type	Zoning District	Maximum Area	Maximum Height	Standards
Banner, Pennant	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	MR-1, MHP-4	24 sq. ft.		On-site only.

				Shall not be located above the roof of any building. Shall be maintained in good repair.
A-Frame	CL, CH, I, Public or Institutional Facility	Sizes limited to: 24" x 36" or 6 sq. ft. maximum.		May be made of wood, vinyl, metal, or other similar non-pliable material. Shall be on-site only. Up to two per frontage, not to exceed 12 sq. ft. total per parcel. Shall be maintained in good repair.



4.21.7 Prohibited Signs

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.

4.21.8 Non-conforming Signs

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

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

4.21.9 Violations; Removal

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

1. Permanent Signs. A 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 or repair of a sign, the Town may bring an action in Municipal Court or Superior Court to recover its costs.



MEMORANDUM

To: Mayor Croft, Vice Mayor Best, Councilmembers Turner, Lane, Cuka, Miller, and Mendoza
 From: Ruth Mayday, Development Services Director
 Re: Amendments to Chapter 4.21 Sign Regulations
 Date: December 27, 2016

In advance of the public hearing scheduled for this matter on January 10, 2017, I wanted to provide Council with an overview of the changes to the existing sign code. Please refer to the Sign Code Amendments (strikeout) and Draft V 15 (clean version) attachments to your packet for details.

Chapter 2.1 Meanings of Words and Terms

The following terms have been deleted from Chapter 2.1 of the UDO: Banner, Billboard, Business Sign, Cabinet Sign, Construction or Development Sign, Directional Sign, Directory Sign, Figurative Sign, Fixed Balloon, Freestanding Monument Sign, Menu Board Sign, Off-site Sign, Parapet Sign, Political sign, Portable sign, Reader panel sign, Real Estate Sign, Residential kiosk sign, Roof Sign, Shingle Sign.

The following terms have been added to the same Chapter: Canopy, Marquee; Sign, Awning; Sign, Banner; Sign, Billboard; Sign Copy; Sign, Electronic; Sign Face, Sign, Figurative; Sign, Freestanding; Sign, Monument; Sign off-site or Off-Premise; Sign, Parapet; Sign, Portable; Sign, Projecting; Sign, Reader Panel; Sign, Roof; Sign, Shingle; Sign, Vehicle; Sign, Wall; Sign, Window.

The definitions of the following terms have been amended: Animation, Awning, Illuminated, Non-conforming sign, Sign.

Chapter 4.21 Sign Regulations

4.21.1 Purpose: The text has been simplified and reconstructed in an alphabetized outline format. Portions of the former 4.21.2 Intent: have been combined with 4.21.1 Purpose.

4.21.2 Permits Required:

- A) Sets forth requirement for permits to erect, construct, install, attach, alter, relocate, or otherwise maintain any non-exempt sign without a permit.
- B) Defaults to most restrictive requirements unless otherwise indicated.
- C) Establishes permit fees.
- D) Sets forth minimum information required to make determination on sign application
- E) Sets forth timeframes for approval
- F) Criteria for temporary sign permit
- G) Provides table of exempt signs – those signs that do not require a permit.

4.21.3 General Sign Regulations

- A) apply to all signs
- B) Requires compliance with all adopted codes
- C) No interference with traffic, pedestrian or vehicular travel, not create confusion
- D) 6' setback from all property lines
- E) Require maintenance
- F) Illuminated signs must also comply with 4.24 Outdoor Lighting



MEMORANDUM

G) Regulations are locational; non-commercial signs are allowed in commercial districts.

4.2.4 Measurement of Signs

- A) Regulates how signs are measured in terms of area, including multi-face and non-planar (figurative) signs
- B) Regulates how signs are measured in terms of height

4.21.5 Sign Standards

Provides tables that delineate use, zoning district allowed, maximum area, maximum height, and specific standards for each of the following types of sign:

- A) Wall Signs
- B) Freestanding Signs
- C) Electronic Signs
- D) Awning Signs
- E) Shingle Signs and Projecting Signs
- F) Parapet or Mansard signs
- G) Aggregate sign limits

4.21.6 Temporary Signs

Sets forth regulation of type, zoning district, maximum area, maximum height, and specific standards for the following temporary signs:

- A) Banner, Pennant, , Display (Commercial)
- B) Banner, Pennant, Display (Multi-family and mobile home park)
- C) A-Frame (Commercial only)

4.21.7 Prohibited Signs

- A) Prohibits any sign not specifically listed
- B) Lists signs specifically prohibited, including but not limited to: Off-site commercial signage, stationary signs on vehicles, trailers, boats, and the like; animated, inflatable, or attached to a utility pole or similar structure, among other things.

4.21.8 Non-conforming Signs

Speaks to perpetual use and limits on alteration of legal, non-conforming signs.

4.21.9 Violations; Removal

Sets forth process to notify violators, grants Code Compliance Officer ability to remove non-compliant signs after notice, assigns costs of removal due to non-compliance to the property owner of record.

Analysis

While most of the changes have been well received by the business community, the Planning and Zoning Commission, and Town Council, there have been some provisions that have generated additional discussion.



MEMORANDUM

The adopted version of Chapter 4.21 Sign Regulations prohibits roof-mounted signs. As defined, these signs would project over the highest point of the roofline, parapet, or fascia of the structure to which it is attached. Under the proposed amendments, roof signs would be allowed, but not allowed to project higher than the roofline or highest point of the parapet wall.

Commercial wall signage is currently limited to one (1) square foot per one (1) lineal foot of building frontage, and $\frac{1}{2}$ square foot of signage per one (1) lineal foot of any side of a building to which additional wall signage is mounted. This is half the signage allowed in nearby communities, creating a competitive disadvantage for businesses in Chino Valley as their signs are smaller and harder to see than those in Prescott or Prescott Valley. The proposed amendments set forth maximum areas for commercial and residential zoning districts, but provide a multiplier for commercial zoning districts based on the speed of adjacent roadways, allowing for larger signs where speeds are higher and more difficult to read, but limiting the size of signs where speeds are slower and signs are easier to read.

A number of sign definitions have been deleted, most of which were content-based in nature (e.g., menu board sign, real estate sign, construction or development sign). Those that have not been deleted based on their content-basis have largely been rewritten and/or re-alphabetized so that the definitions are organized in a consistent fashion. Prior to the proposed amendments, types of signs were listed as "cabinet sign" or "directional sign" or "billboard"; by aggregating them as "sign, directional" or "sign, billboard" these terms can all be found in one location rather than scattered throughout Chapter 2.1 Meanings of Words and Terms.

Regulating signage is rife with First Amendment issues – and rightly so. The ability to communicate amongst each other is essential to the success of many enterprises, yet that need cannot eclipse the safety and welfare of the community as a whole. Time and again the Supreme Court has found that while private speech is, for all intents and purposes, rarely subject to regulation, they have not found the same to be true of commercial speech. The degree to which commercial speech can be regulated is constantly challenged, which results in new and more nuanced regulation of commercial signs. While precedent setting cases are rare; the most recent of them has upended the way that signage can be regulated across the United States.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 03/14/2017
Contact Person: Michael Lopez, Public Works Director/Town Engineer
 Phone: 928-636-2646 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: Jerome Junction and Rodeo Drive

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with Engineering Testing Consultants, Inc., for Geotechnical Engineering Testing for the Old Home Manor Industrial Park project in an amount not to exceed \$34,005.00. Funds to come from Grants Fund match. (Michael Lopez, Acting Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Move to approve the Agreement for Professional Consulting Services with Engineering Testing Consultants, Inc., for Geotechnical Engineering Testing for the Old Home Manor Industrial Park project in an amount not to exceed \$34,005.00

SITUATION AND ANALYSIS:

Issue Statement

This item will approve an Agreement for Professional Services with Engineering Testing Consultants, Inc. Geotechnical Engineering Testing for the Old Home Manor Industrial Park project.

Summary of Issues and Staff Rationale

Construction of the infrastructure improvements at Old Home Manor has recently commenced. The services provided under this agreement are to provide geotechnical engineering quality assurance to the Town.

Fiscal Impact

Fiscal Impact?: YES
If Yes, Budget Code: 07-70-5420
Available: 34,005.00
Funding Source:

These services were not included in the original project budget and will be included in the grant match budget for FY 2016/2017.

Attachments

OHM-ETC-Scope-Fee
Agreement with ETC
EDA Grant Summary



Engineering & Testing Consultants, Inc

Quality Control Cost Estimate

Date - November 22, 2016

TOCV Old Home Manor Industrial Park (QA) (BB)

Chino Valley, AZ

PROPOSED SERVICES:

Structural B/F, Trench B/F, S/G, ABC, Concrete, A/C
Sampling & Testing

Quality Control Testing, Earthwork

Quality Control Technician	200	Hrs.	\$70	Per hr.	\$14,000
Senior Level Technician	20	Hrs.	\$80	Per hr.	\$1,600
Senior Project Engineer	10	Hrs.	\$150	Per hr.	\$1,500

Quality Control Testing, Concrete

Quality Control Technician	80	Hrs.	\$70	Per hr.	\$5,600
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Quality Control Testing, Asphalt

Quality Control Technician (on-site testing)	30	Hrs.	\$70	Per hr.	\$2,100
Quality Control Technician (sampling)	21	Hrs.	\$70	Per hr.	\$1,470
On-site Core Drilling	0	Hrs.	\$70	Per hr.	\$0

Laboratory Testing

ASTM D-698 Proctor	7	Each	\$120	Per test	\$840
Marshall Density	7	Each	\$110	Per test	\$770
AC Content/Gradation by Ignition Oven	7	Each	\$150	Per test	\$1,050
Ignition Oven Calibration Factor	1	Each	\$400	Per test	\$400
Maximum Theoretical Density (Rice Test)	7	Each	\$150	Per test	\$1,050
Stability/Flow	0	Each	\$50	Per test	\$0
Fractured Face	5	Each	\$85	Per test	\$425
Sand Equivalent	0	Each	\$70	Per test	\$0
Plasticity Index (wet prep)	5	Each	\$100	Per test	\$500
Plasticity Index (dry prep)	2	Each	\$70	Per test	\$140
Particle Size Analysis/Gradation	7	Each	\$80	Per test	\$560
Core Density & Thickness	0	Each	\$35	Per test	\$0
Concrete Compression Tests (4 per set)	100	Each	\$20	Per test	\$2,000

ESTIMATED COST, BASE BID/QC TESTS \$34,005

NOTES:

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

ETC will only invoice for actual time and costs for the project.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this 2nd day of January, 2017, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Engineering Testing Consultants (ETC), hereinafter referred to as the “A/E.”

FOR THE PURPOSE of providing professional consulting services for the Town for geotechnical engineering testing for the Old Home Manor Industrial Park Project, hereinafter referred to as the “Project,” Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, Town engages A/E to render professional architect or engineering services, as applicable, set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The A/E shall do, perform and carry out the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. A/E shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the A/E.

1.3.1 A/E shall provide sufficient qualified personnel, upon reasonable notice to perform any and all Services, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. A/E agrees and acknowledges that it is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by A/E pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the A/E pursuant to Section 2.

1.3.2 A/E hereby agrees that the documents and reports prepared by A/E will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by A/E shall be prepared in accordance with professional architectural or engineering standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 A/E shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to A/E’s Services.

1.3.4 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.5 A/E shall designate Rick Kelly, P.E., as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. “Key Personnel”

includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of Town.

1.3.6 A/E's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.7 A/E shall obtain its own legal, insurance and financial advice regarding A/E's legal, insurance and financial obligations under this Agreement.

1.3.8 A/E shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.9 A/E shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. A/E shall provide and pay for and insure for all equipment necessary for the Services.

1.3.10 A/E shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. A/E shall pay all applicable taxes. A/E shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with A/E by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. A/E shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Michael Lopez, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from January 2, 2017 through January 2, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than January 2, 2018.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by A/E, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$34,005.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, A/E shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the A/E's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the A/E for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the A/E of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by A/E will be allowed by Town except as provided herein; nor shall A/E provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. A/E agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of A/E, A/E shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect A/E. 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 A/E from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. A/E's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers’ Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of A/E. A/E shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which 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 Town. A/E shall be solely responsible for any such deductible or self-insured retention amount.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, A/E shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and A/E. A/E shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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

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

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 A/E’s insurance shall be primary insurance as respects performance of this Agreement.

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

4.11 Required Coverage:

4.11.1 Commercial General Liability: A/E shall maintain “occurrence” from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent A/Es, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: A/E shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by A/E, or anyone employed by A/E, or anyone for whose acts, mistakes, errors and omissions A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

4.11.3 Vehicle Liability: A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on A/E’s owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : A/E shall maintain Products and Completed Operations Insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: A/E shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in A/E's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to A/E pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: A/E shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of A/E's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, A/E shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of A/E, its subcontractors, employees or any other persons used by A/E or its subcontractors (hereinafter collectively "A/E") related to the Services in the performance of this Agreement. A/E's duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by A/E's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by A/E or used by A/E in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E shall reasonably cooperate with Town in the Town's defense of those issues related to A/E's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

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

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to A/E, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of A/E to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to A/E for Services performed through the date of termination, A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by A/E in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement

may be terminated in whole or in part by A/E in the event of substantial failure by Town to fulfill its obligations.

6.2 Payment to A/E upon Termination. If the Agreement is terminated, Town shall pay A/E for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by A/E for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by A/E of A/E's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. A/E agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of A/E involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to A/E of intent to examine, and done within normal business hours at the mutual convenience of Town and A/E.

7.3 Ownership of Document and Other Data. The Town acknowledges the A/E's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the A/E, or, in the event of termination, payment in full of all monies due to the A/E at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the A/E. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subcontractors (collectively, A/E) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that A/E will be an independent Contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social

Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. A/E agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between A/E and Town, and Town will not be liable for any obligation incurred by A/E, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: A/E shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, A/E hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A/E further warrants that after hiring an employee, A/E verifies the employment eligibility of the employee through the E-Verify program. If A/E uses any subcontractors in performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Town at its option may terminate the Agreement after the third violation. A/E shall not be deemed in material breach of this Agreement if the A/E and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any A/E or subcontractor employee who works on the Agreement to ensure that the A/E or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

7.8 A/E, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. A/E will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

7.9 Exclusive Use of Services - Confidentiality. The services agreed to be provided by A/E within this Agreement are for the exclusive use of Town and A/E shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.11 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.12 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Town.

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

TOWN:

A/E:

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

Mr. Rick Kelly, P.E.
Engineering Testing Consultants (ETC)
417 N. Arizona Street
Prescott, AZ 85301

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

7.14 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.15 Corporate Protection. It is intended by the parties to this Agreement that A/E 's services in connection with the Project shall not subject the A/E 's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Town agrees that as Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against A/E and not against any of A/E's individual employees, officers or directors.

7.16 Non-Boycott of Israel. A/E certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order A/E, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay A/E all fees and expenses for Services performed through the date of suspension.

8.2 Adjustment to Contract Fee. 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 Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of A/E, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, A/E may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 Interest of A/E. A/E covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. A/E further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

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

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

TOWN OF CHINO VALLEY

By: _____
Darryl Croft, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Phyllis L.N. Smiley, Town Attorney
Gust Rosenfeld, PLC

A/E

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
A/E'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

Rick Kelly, PE, ETC
Brian Norris, ETC

SUBCONTRACTORS:

None

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to A/E, as provided herein shall be in full compensation for all of A/E's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the A/E's hours and fee estimate for the Project. A/E's fee shall not exceed the amounts:

Description	Amount
-------------	--------

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by the A/E within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the A/E in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the A/E's favor and shall be calculated on the unpaid balance from the due date of the invoice.

C. Reimbursable Costs

A/E will be reimbursed for expenses up to a maximum amount of \$_____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at _____ cents per mile. Any out of state travel must receive prior approval of Town.)

2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.
4. Costs of faxes at \$_____ per page.
5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution:	TOWN	[]
	A/E	[]
	OTHER	[]

PROJECT: _____	DATE: _____
OWNER: Town of Chino Valley	
A/E:	
AGREEMENT DATED:	

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and A/E.
Signature of A/E indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____ A/E	_____ Town of Chino Valley
By _____	By _____
Date _____	Date _____

Town of Chino Valley
Old Home Manner EDA Grant Summary

Project Funding	Total Project Budget	Contracts Awarded	Total Project to Date	Contract Balance
EDA Federal Share EDA Funds	\$1,600,074			
Arizona Commerce Authority	\$250,000			
Arizona Public Service	\$75,000			
Town Budgeted Match Funds	\$137,000			
Total Project Funds	\$2,062,074	\$2,062,074	\$0	
Project Expenses				
Engineering	\$196,000	\$196,105	\$180,611	15,494
Construction	\$1,853,639	\$1,853,639	\$100,971	1,752,668
Inspection	\$40,000	\$51,800	\$0	51,800
ETC Assurance		\$34,005		34,000
Other/Advertising/Flood		\$10,976	\$10,976	
Total Project Expenses	\$2,089,639	\$2,146,525	\$292,557	\$1,853,962
Additional Town Match FY 17/18*	(\$27,565)	(\$84,451)		

Note: Project must be complete by June 30, 2017 to receive Arizona Commerce Authority Funds

* The Town has sufficient funds available in the Capital Improvement Fund to cover the addition match.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 03/14/2017
Contact Person: Michael Lopez, Public Works Director/Town Engineer
 Phone: 928-636-2646 x-1226
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Center Street and SR89

AGENDA ITEM TITLE:

Consideration and possible action to approve change order number 2 to the contract with Earth Resources Corporation to remove the construction survey line item from the existing Construction Contract resulting in a decrease in the contract amount of \$17,700.00. (Michael Lopez, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve change order number 2 to the contract with Earth Resources Corporation, decreasing the contract amount by \$17,700.00.

SITUATION AND ANALYSIS:

Issue Statement

On November 8, 2016 Earth Resources Corporation was awarded the construction contract for the WIFA funded Center Street Sewer Main Extension project in the amount of \$792,403.05. The project includes the construction of new 12-inch sewer main up Center Street to Mollie Rae subdivision. A construction survey was included as part of the original construction contract. A previous change order increased the amount of the contract by \$298,506.45 to a total of \$1,090,909.50.

This Change Order No. 2 to the Earth Resources Contract will remove the construction survey from the Scope of Work for the contract. This will result in a \$17,700.00 decrease in the contract amount to \$1,073,209.50. A separate Agreement will be entered into with the design engineer, Lyon Engineering Inc. for construction survey.

Fiscal Impact

Fiscal Impact?: YES
If Yes, Budget Code: 06-95-5586
Available: \$17,700
Funding Source:

Attachments

Earth Resources Corporation -Center St. Swr-Change Order #2

CHANGE ORDER NO. 02
Earth Resources Corporation

PROJECT: Center Street Sewer Main Extension Project
DATE: 03/14/17
OWNER: Town of Chino Valley
PROJECT NO:
CONTRACT NO:
CONTRACTOR: Earth Resources Corporation
CONTRACT DATED: November 8, 2016
PM/CM: Gary Shurtz

CHANGES: The Contract is changed as follows:
Remove construction survey line item #1 from the construction bid schedule and subsequent contract.

<u>COST/TIME:</u> Original Contract Sum:	\$ 792,403.05
Previously Authorized Change Orders:	\$ 298,506.45
Contract sum prior to this Change Order:	\$ 1,090,909.50
Change Order # 2 Amount:	\$ (17,700.00)
New Contract Sum:	\$ 1,073,209.50

Contract Time will be increased by: 0 working days
Substantial Completion as of this Change Order: 0 working days

Approved/Accepted by:

Contractor:	_____	
	(Name)	(Date)
Chino Valley:	_____	
	(Name)	(Date)

Not valid until signed by Town. Signature of Contractor indicates acceptance, including Contract Sum and Contract Time.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 03/14/2017
Contact Person: Michael Lopez, Public Works Director/Town Engineer
 Phone: 928-636-2646 x-1226
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Center Street and SR89

AGENDA ITEM TITLE:

Consideration and possible action to approve Change Order number 2 with Lyon Engineering, Inc., for the construction staking for the Center Street Sewer Main Extension project in the amount not to exceed \$17,700.00. (Michael Lopez, Acting Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Move to approve Change Order number 2 with Lyon Engineering, Inc. for the construction staking for the Center Street Sewer Main Extension project in an amount not exceed \$17,700.00, increasing the total compensation for this Project not to exceed amount of \$110,595.00.

SITUATION AND ANALYSIS:

Issue Statement

On November 8, 2016 Earth Resources Corporation (ERC) was awarded the construction contract for the WIFA funded Center Street Sewer Main Extension project. This project includes the construction of new 12-inch sewer main up Center Street to Mollie Rae subdivision. Construction survey was part of this construction contract. Staff is recommending removing the construction staking from ERC's contract and adding it to Lyon Engineering's Scope of Work pursuant to this change order.

The Lyon Engineering Contract for design of the Center Street Sewer Extension Project was entered into on November 14, 2016 in the original amount of \$60,005.00. On January 24, 2017, Change Order No. 1 was approved in the amount of \$32,890.00 and increasing the Project time by 90 days, bringing the total compensation to \$92,895.00. Change Order No. 2, in the amount of \$17,700.00 will increase Lyon Engineering's total compensation for this project to not exceed amount of \$110,595.00.

Fiscal Impact

Fiscal Impact?: YES
If Yes, Budget Code: 06-95-5586
Available: \$17,700.00

Funding Source:

Attachments

Lyon Scope and Fee-Center St Swr construction survey

Lyon Professional Service Aagreement Change Order 2-Center St Swr

November 17, 2016

Re: Construction staking for Center Street Sewer Main Extension Project.

Please accept this letter as our agreement to provide engineering consulting and surveying services for Center Street Sewer Main Extension Project.

Our scope of services and fees are listed below.

INSPECTION AND AS-BUILTS		Fee
Stake sewer, services, and ABC bluetops		\$17,700
Total		\$17,700

Not included in this agreement are the following outlined tasks:

1. Geotechnical investigation/testing
2. Printing and copies
3. Lab Fees
4. As-builts or legal descriptions for APS (electric), gas, phone, etc.

Notes:

1. Lyon will provide additional services as requested by client not outlined in the scope of work above. Additional services shall not be performed or billed without prior written authorization from client and based on Lyon's rate schedule.
2. Lyon has the right to examine any back charge claim(s) within 48 hours from written notification of claim(s) by client (or client's subcontractors) and prior to any correction efforts being made.
3. Staking request must be faxed or e-mailed to Lyon via Lyon's staking request form within 48 hours of services needed.
4. Limits of liability- For any damage, cost expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of LE's services, the liability of LE, its employees, agents, officers, and consultants to all claimants with respect to THE PROJECT will be limited to an aggregate sum not to exceed \$50,000 or LE's total fee for the services rendered on THE PROJECT, whichever is greater.
5. The owner shall hire a licensed geotechnical engineer to perform quality control testing on the following items constructed by the general contractor or sub-contractors:
 - a. Bedding, shading, and backfill for all utility trenches
 - b. Roadway subgrade, AB, and pavement
 - c. Areas of engineered fill and fill pads

Quality control testing shall be conducted with a frequency in accordance with MAG Standards/Specifications or the project Specifications, whichever is greater. The owner shall require that the licensed geotechnical engineer provide the owner and LE with all quality control testing documents in digital format clearly labeled as to the location and type of test that was performed. The file name of the digital file shall include the date, location and type of test (ie: 2016-05-29-EasyStreet-Sewer-Backfill). The licensed geotechnical engineer shall also provide the owner and LE a map of the testing locations that demonstrate a testing frequency in accordance with the applicable Specifications. At the conclusion of the project, the owner shall require the licensed geotechnical engineer to provide the owner and LE with a signed/sealed letter stating the project utility trenches, backfill, and fill pads were constructed in conformance with the project plans and specifications.

**EXHIBIT "A" – LYON RATE SCHEDULE**

PRINCIPLE ENGINEER	\$150/HOUR
PROJECT ENGINEER	\$125/HOUR
PROJECT DESIGNER	\$120/HOUR
SURVEY MANAGER	\$125/HOUR
SURVEY TECHNICIAN	\$110/HOUR
GPS SURVEY CREW	\$150/HOUR
INSPECTOR	\$85/HOUR

If you concur with the details of this letter agreement, please sign where indicated below and return one copy for our files. This contract is void if not executed within 30 days of contract date. We look forward to working with you on this project.

Sincerely,
Lyon Engineering & Surveying, Inc

Jason O'Brien, R.L.S.
Vice President

Accepted this _____ day of _____ 2016.

Company Name

Signature

Print or Type Name

Title

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. 02

Distribution: TOWN []
CONSULTANT []
OTHER []

PROJECT: Center Street Sewer Main Extension Project
OWNER: Town of Chino Valley
CONSULTANT: Lyon Engineering Inc.
AGREEMENT DATED: November 14, 2016

DATE: January 2, 2017

CHANGES: The Agreement is changed as follows:
Construction staking for sewer, sewer services, and ABC bluetops for the Center Street Sewer Main Extension project.

Not valid until signed by both Town and Consultant.
Signature of Consultant indicates acceptance.

The original compensation was \$60,005.00

Net change by previously authorized Change Orders \$32,890.00

The compensation prior to this Change Order was \$92,895.00

The compensation will be increased by this Change Order in the amount of
\$17,700.00

The new compensation under the Agreement including this Change Order will be
\$110,595.00

The Contract Time will increase by 0 working days

ACCEPTANCE STATUS:

Consultant
By _____

Town of Chino Valley
By _____

Date _____

Date _____

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.e.

Meeting Date: 03/14/2017
Contact Person: Michael Lopez, Public Works Director/Town Engineer
 Phone: 928-636-2646 x-1226
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Road 2 North and 1 West

AGENDA ITEM TITLE:

Consideration and possible action to approve the Intergovernmental Agreement (IGA) between the Chino Valley Unified School District and the Town of Chino Valley for the improvements to Town rights-of-way adjacent to Del Rio School and Heritage Middle School using Adjacent Ways funding. (Michael Lopez, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Motion to approve the Intergovernmental Agreement (IGA) between the Chino Valley Unified School District and the Town of Chino Valley for the improvements of the adjacent ways to the Del Rio School and Heritage Middle School at no cost to the Town but staff's time to perform engineering and project management.

SITUATION AND ANALYSIS:

Issue Statement The current operation of student drop-off at Del Rio and Heritage Schools causes traffic to back-up and grid lock along Road 1 West and Road 2 North. The purpose of the IGA is to develop, engineer, and construct, using adjacent ways funds, improvements to Road 1 West and Road 2 North that will better address traffic flow at these school district facilities. These improvements may include, but are not limited to, roadway improvements to on-site roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, and utility relocation.

The final improvements plans have been completed and the intent is to commence construction this summer. The project will be bid and awarded through the Town of Chino Valley for construction. A total fund for this project is \$200,000.00 including both engineering and construction. \$100,000 will be paid in fiscal year 2016-2017 and \$100,000 in 2017-2018, contingent upon the School District obtaining funding.

This project is funded by the School District under their adjacent ways program. The School District lacks the professional engineering staff to perform project and construction management so the Town will provide contracting and administration necessary to complete the Project.

Fiscal Impact

Fiscal Impact?: YES

If Yes, Budget Code: 07-70-5420

Available: \$200,000

Funding Source:

Funds to come from the Chino Valley School District Adjacent Ways Program and will be accounted for in the Grants Fund.

Attachments

Intergovernmental Agreement w/CVUSD

Final Plans

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district and a political subdivision of the State of Arizona ("District") and the Town of CHINO VALLEY, a municipal corporation and a political subdivision of the State of Arizona, ("Town").

RECITALS

1. District and Town have the authority to enter into the Intergovernmental Agreement pursuant to Arizona Revised Statutes, Section 11-952 and Section 9-240(3); and,
2. District is located within the legal boundaries of Town; and,
3. Property owners within the corporate limits of Town pay school district and Adjacent Ways taxes to support District; and,
4. Town controls and maintains public rights-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School along with other on-site roadways, parking lots, and other transportation conveyance systems and have experienced that these systems do not currently adequately serve the needs of the Del Rio School and the Heritage Middle School; and,
5. District is authorized, subject to approval by the Arizona School Facilities Board ("SFB"), to expend Adjacent Ways funds under A.R.S. Section 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk, additional roadway travel lanes, and bus bays.

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between District and Town as follows:

Purpose

The purpose of this Agreement is for the improvement of adjacent ways to the Del Rio School and Heritage Middle School, including but not limited to roadway improvements to on-site roadways, parking lots, and other transportation conveyance systems, construction paving roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, utility relocation ("Project").

Term

The initial term of this Agreement is for a period of two (2) years, commencing on March 14, 2017 and ending on June 30, 2018, subject to prior termination as set forth herein.

Renewal and Termination

This Agreement may be extended beyond the initial term by written agreement of both parties if said Project is not completed within the time specified herein. In that event, the Agreement shall terminate upon completion of the purpose specified herein.

District funding for this Project is contingent upon securing adjacent ways funding, including SFB approval for fiscal year 2016-2017 and 2017-2018 and District Governing Board (the "Board") approval for the 2017-2018 fiscal year. Should the District fail to receive the adjacent ways funding, described herein, for the above or any other reason, the District shall be excused from making the payments noted in the Agreement and the Agreement shall terminate without further obligation of the parties.

Financing

1. The Town shall procure and pay for all materials required for the Project and furnish labor at no cost to the District. The District shall reimburse the Town for costs of the materials used in the Project, not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2016-2017 and not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) for fiscal year 2017-2018.

2. Payment for fiscal year 2016-2017 has been approved by the District's Governing Board (the "Board") and shall, upon approval by the SFB pursuant to A.R.S. §15-995 and receipt of said funds by the District, be paid by the District to the Town in a single Payment based upon the results of bid documents and change orders, within 30 days of receipt by the District of an invoice from the Town.

3. Payment for fiscal year 2017-2018 is contingent upon Board approval of the adjacent way levy, approval by the SFB pursuant to A.R.S. §15-995 and receipt of said funds by the District. If the Board fails to approve payment of the adjacent way levy, the SFB fails to approve use of the funds for the Project or the District fails to receive the funds, this Agreement will be considered terminated.

4. Town shall use said District funds exclusively for payment of costs referenced above.

5. Town shall be responsible for the contracting and administration necessary to complete the Project and all costs of the same pending reimbursement from District. Town's budget for the cost of the Project has already been implemented within the balance of the budget for road improvement expenses and will be maintained in the ordinary course of such roadway improvements.

Disposition of Property upon Termination

There will be no property in need of disposing upon termination of the Agreement.

Severability

If any part or parts of this Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

Conflict of Interest

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

Indemnification

To the extent permitted by law, Town and District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of the indemnifying party's employees, officers, or agents, relating to and arising out of the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Penny Hubble, President
Chino Valley Unified School District
Governing Board

Date

TOWN OF CHINO VALLEY

Darryl Croft, Mayor

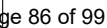
Date

In accordance with A.R.S. Section 11-952, this proposed Intergovernmental Agreement for funding roadway improvements adjacent to the Del Rio School and Heritage Middle School has been reviewed by the undersigned the attorneys who have determined that said Agreement is in appropriate form and is within the powers and authority of the District and the Town.

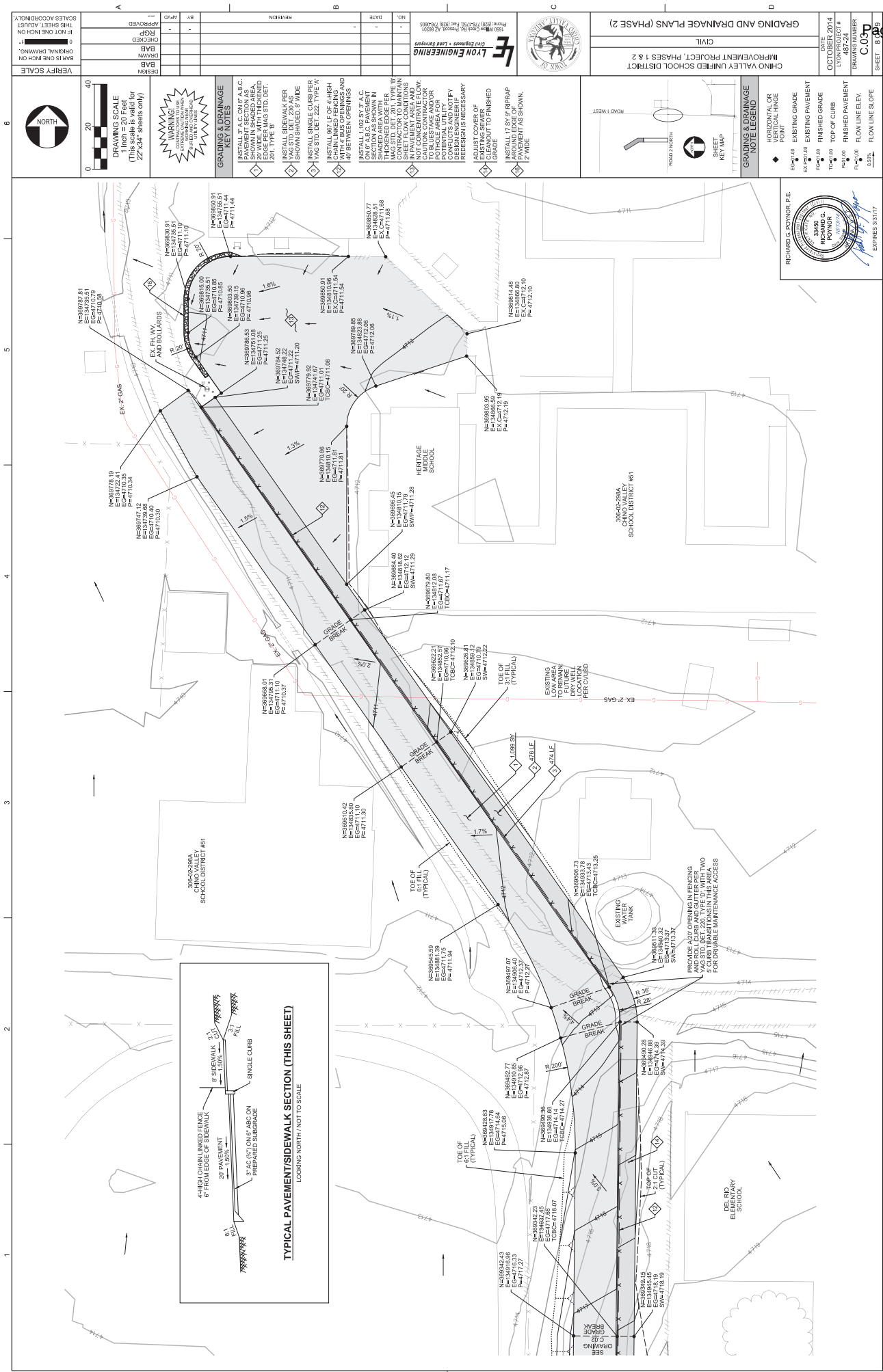
Hufford, Horstman, Mongini,
Parnell & Tucker, P.C.
Attorney for District

Phyllis L.N. Smiley
Town Attorney
Gust Rosenfeld, PLC

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DATE: OCTOBER 2014

PROJECT: CHINO VALLEY IMPROVEMENT PROJECT, PHASES 1 & 2

DRAWING NUMBER: 487-24

SHEET: 8 OF 9

CHINO VALLEY IMPROVEMENT PROJECT, PHASES 1 & 2

CIVIL

GRADING AND DRAINAGE PLANS (PHASE 2)

APPROVED: [Signature]

DATE: [Blank]

REVISION: [Blank]

DESIGNED: [Blank]

DRAWN: [Blank]

CHECKED: [Blank]

SCALE: 1" = 20' (THIS SCALE IS VALID FOR 2" X 3" AREAS ONLY)

VERIFY SCALE

GRAPHIC SCALE: 0 20 40

NORTH

WARNING: EXISTING CONDITIONS SHOWN FOR REFERENCE ONLY. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

INSTALL 17" AC ON 18" A.B.C. PAVEMENT SECTION AS SHOWN IN PLAN. 2" WIDE WITH THICKENED EDGE PER MAG STD. DET. SLOPE TYPE B.

INSTALL 18" WIDE SIDEWALK PER MAG STD. DET. SHOWN SHAD. 8" WIDE.

INSTALL SINGLE CURB PER MAG STD. DET. 22.22 TYPE A.

INSTALL 18" WIDE SIDEWALK PER MAG STD. DET. 22.22 TYPE A.

WITH 4" BUS OPENINGS AND 4" BETWEEN OPENINGS.

2" WIDE SIDEWALK ON 18" A.B.C. PAVEMENT SECTION AS SHOWN IN PLAN. 2" WIDE WITH THICKENED EDGE PER MAG STD. DET. SLOPE TYPE B.

CONTRACTOR TO MAINTAIN 18" WIDE SIDEWALK IN PAVEMENT AREA AND IN PAVEMENT AREA AND IN PAVEMENT AREA.

NOT CONCENTRATE FLOW; TO BLUESPAKE AND/OR POTENTIAL UTILITY. CONTRACTOR TO MAINTAIN 18" WIDE SIDEWALK IN PAVEMENT AREA AND IN PAVEMENT AREA.

ADJUST COVER OF EXISTING MANHOLE TO FINISHED GRADE. CLEANOUT TO FINISHED GRADE.

INSTALL 17" SY F RIRIPAP 12" WIDE. FINISHED GRADE SHALL BE 12" WIDE. FINISHED GRADE SHALL BE 12" WIDE.

GRADE & DRAINAGE NOTE LEGEND

HORIZONTAL OR POINT

EXISTING GRADE

FINISHED GRADE

TOP OF CURB

FINISHED PAVEMENT

FLOW LINE ELEV.

0.55% FLOW LINE SLOPE

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CIVSD Traffic Improvements\CADD\PLAN\SET\CVSD Sheets.dgn

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.f.

Meeting Date: 03/14/2017
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Town Clerk
Item Type: Action Item
Estimated length 5 minutes
of staff presentation:
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve a Notice of Intention to increase Wastewater Rates, Fees, and Service Charges and set a Public Hearing date. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Move to adopt a Notice of Intention to Increase Wastewater Rates, Fees, and Service Charges and set a public hearing on the proposed rates for May 23, 2017.

SITUATION AND ANALYSIS:

Issue Statement

During a review of multi-family housing sewer rates it was determined that Country West Mobile Home Park was paying the incorrect monthly rate for sewer service. Due to the fact a Base Charge Rate for Country West was adopted with Resolution 13-1005 on February 12, 2013, the Town is required to make the rate change in accordance with ARS 9-511.01, which includes posting a Notice of Intent and a written report and data supporting the increase on the Town's website for at least 60 days prior to approving the rates, and holding a public hearing on the proposed rates.

Staff has prepared a report as required by the statute and summarizing the information regarding this change.

Fiscal Impact

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

Attachments

Notice of Intent

TOWN OF CHINO VALLEY, ARIZONA PUBLIC NOTICE

NOTICE OF INTENT TO ESTABLISH AND INCREASE WASTEWATER RATES FEES PURSUANT TO A.R.S. § 9-511

The Town Council of the Town of Chino Valley, Yavapai County, Arizona, at a public meeting on March 14, 2017, adopted a motion to approve a Notice of Intention that the Town of Chino Valley intends to establish wastewater rates for Multi-Family Housing and amend its municipal wastewater fees to eliminate the Country West Mobile Home Park Base Charge and provide for an alternate rate based on actual water usage applicable only in certain circumstances. All Wastewater fees and charges not shown below will remain unchanged.

The proposed fees and charges are based upon a written report and data prepared by the Town Finance Director.

The following Rates are proposed:

Monthly Service Fee	Current Rate January 2017 Per Month	Proposed Rate Per Month (Shown only if change is proposed)
Country West Mobile Home Park Base Charge	\$ 400.00	DELETED*
Multi-Family Housing**		
Rate per Fixture Unit	\$ 3.21	\$ 3.21
Rate per Equivalent Dwelling Unit (20 Fixture Units)	\$ 64.14	\$ 64.14
Alternate Initial Rate Based on Actual Water Usage***		\$ 3.21 per Fixture Unit calculated by using 12.5 gallons per Fixture Unit per day

* The special rate for Country West Mobile Home Park Base Charge will be deleted. Country West Mobile Home Park will be subject to the Multi-Family Housing Rates.

**Multi-Family Housing includes apartments, duplexes, mobile home parks, hotels/motels, schools, and churches on a master meter.

***Available only for Multi-Family Housing where water is provided by Town of Chino Valley. In establishing the base rate for a multi-family housing development, the Town may base the Fixture Unit count on actual number of units, estimated number of units, or historical water use.

The Chino Valley Town Council will consider approving these proposed rates in a Public Hearing to be held May 23, 2017 in the Council Chambers, 202 N. State Route 89, Chino

Valley, Arizona, during the Town Council meeting scheduled to begin at 6:00 p.m.

THE PROPOSED RATES WILL BECOME EFFECTIVE JULY 1, 2017.

A copy of the written report and findings supporting these increases and rates may be reviewed during normal office hours, Monday through Thursday from 8:00 a.m. to 5:00 p.m. at the office of the Town Clerk of the Town of Chino Valley, located in Town Hall at 202 North State Route 89, Chino Valley, Arizona. A copy of the written report and findings is also available on the Town of Chino Valley website, www.chinoaz.net.

Notice of Intention Publication Dates: 4/6/17



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.a.

Meeting Date: 03/14/2017
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Item Type: Executive Session
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to recess the regular meeting and hold an executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Town of Chino Valley v. Glenarm Land Company, Inc. (Phyllis Smiley, Town Attorney)

RECOMMENDED ACTION:

Recess the regular meeting and hold the executive session as stated.

Fiscal Impact

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

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.b.

Meeting Date: 03/14/2017
Contact Person: Phyllis Smiley, Town Attorney
Department: Town Attorney
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) for discussion or consultation for legal advice with the Town Attorney and for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations regarding the lease to Yavapai Community College of real property located at Old Home Manor.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.c.

Meeting Date: 03/14/2017
Contact Person: Cecilia Grittman, Acting Town Manager
Department: Town Manager
Estimated length None
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Executive session pursuant to A.R.S. & 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salary of Interim Town Manager, Cecilia Grittman.

Attachments

No file(s) attached.
