



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, SEPTEMBER 24, 2019
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.

5. **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann 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 authorize staff to pay off the remaining balance of the lease purchase agreement with Zions Bank related to the purchase of various pieces of equipment in 2017, in the amount of \$503,820.18. (Joe Duffy, Finance Director)
- b. Consideration and possible action to approve expenditure of GOHS Grant Funds in the amount of \$24,300 for STEP enforcement overtime, related materials, and supplies. (Chuck Wynn, Police Chief)
- c. Consideration and possible action to approve Letter of Engagement for Legal Services from Brandon J. Kavanagh with Mangum Wall Stoops & Warden (MWSW) to represent the Town of Chino Valley Board of Adjustment with general matters. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to appoint Michael Pereda to fill the vacancy on the Public Safety Retirement Board (PSRB) created by the resignation of Vince Schaan, with term ending June 30, 2022. (Laura Kyriakakis, Human Resources Director)
- e. Consideration and possible action to approve the September 10, 2019, 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 2019-872, rezoning approximately 2.05 acres of real property from the AR-5 (Agricultural Residential 5-Acre Minimum) zoning district to the SR-1 (Single Family Residential 1-Acre Minimum) zoning district. The property is located 460 feet east of the northeast corner of West Center Street and Sycamore Vista Drive at 1370 West Center Street, Assessor's Parcel Number 306-21-010T. (Alex Lerma, Planner)

Recommended Action: Adopt Ordinance 2019-872 to rezone approximately 2.05 acres of real property from AR-5 zoning district to SR-1 zoning district with the conditions recommended by staff.

- b. Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Town Vehicle Use Policy #465, revisions dated September 24, 2019. (Laura Kyriakakis, Human Resources Director) (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the revised Town Vehicle Use Policy #465, dated September 24, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

- c. Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Grievances and Appeals Policy # 805, revisions dated September 24, 2019. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the revised Grievances and Appeals Policy #805, dated September 24, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

- d. Consideration and possible action to adopt Resolution No. 2019-1176, approving the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2019-2020 financial contribution of \$145,000 from the District to the Town for flood control improvements. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2019-1176, approving the IGA between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2019-2020 financial contribution of \$145,000 from the District to the Town for flood control improvements.

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)(1) for discussion or consideration of employment, assignment, appointment, or salary of Town Manager, Cecilia Gritman. (Mayor and Council)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 19th day of September, 2019.

By: *Jami C. Lewis, Town Clerk*

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

meeting to request a reasonable accommodation to participate in this meeting.

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

CERTIFICATION OF POSTING The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk. Date: _____ Time: _____ By: _____ Jami C. Lewis, Town Clerk		
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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 09/24/2019
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to authorize staff to pay off the remaining balance of the lease purchase agreement with Zions Bank related to the purchase of various pieces of equipment in 2017, in the amount of \$503,820.18.

RECOMMENDED ACTION:

Authorize staff to pay of the lease purchase agreement with Zions Bank in the amount of \$503,820.18.

SITUATION AND ANALYSIS:

On August 8, 2017 the Town of Chino Valley entered into a Lease Purchase Agreement with Zions Bank, N.A., in the amount of \$825,000 to purchase various pieces of equipment. The agreement was for 5 years at 1.78% interest.

The Town has funds available in the Capital Improvment Fund to pay off the remaining balance of \$503,820. saving approximately \$15,000 in interest and freeing up \$173,000 in cash in future budget years.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5539
Available: \$503,820
Funding Source:
 Capital Improvement Fund

Attachments

Lease Purchase Schedule

Town of Chino Valley
Zions Bank 2018 Lease Purchase Schedule

Interest Rate **1.78%**

Payment Date	Payment	Interest	Principal	Balance
Original Principal Balance				825,000.00
11/1/2017	43,217.26	3,694.89	39,522.37	785,477.63
2/1/2018	43,217.26	3,517.88	39,699.38	745,778.25
5/1/2018	43,217.26	3,340.08	39,877.18	705,901.07
	<u>129,651.78</u>	<u>10,552.85</u>	<u>119,098.93</u>	92,155.74
8/1/2018	43,217.26	3,161.48	40,055.78	665,845.29
11/1/2018	43,217.26	2,982.09	40,235.17	625,610.12
2/1/2019	43,217.26	2,801.89	40,415.37	585,194.75
5/1/2019	43,217.26	2,620.88	40,596.38	544,598.37
	<u>172,869.04</u>	<u>11,566.34</u>	<u>161,302.70</u>	
8/1/2019	43,217.26	2,439.07	40,778.19	503,820.18
11/1/2019	43,217.26	2,256.43	40,960.83	462,859.35
2/1/2020	43,217.26	2,072.98	41,144.28	421,715.07
5/1/2020	43,217.26	1,888.71	41,328.55	380,386.52
	<u>172,869.04</u>	<u>8,657.19</u>	<u>164,211.85</u>	
8/1/2020	43,217.26	1,703.62	41,513.64	338,872.88
11/1/2020	43,217.26	1,517.69	41,699.57	297,173.31
2/1/2021	43,217.26	1,330.94	41,886.32	255,286.99
5/1/2021	43,217.26	1,143.34	42,073.92	213,213.07
	<u>172,869.04</u>	<u>5,695.59</u>	<u>167,173.45</u>	
8/1/2021	43,217.26	954.91	42,262.35	170,950.72
11/1/2021	43,217.26	765.63	42,451.63	128,499.09
2/1/2022	43,217.26	575.50	42,641.76	85,857.33
5/1/2022	43,217.26	384.52	42,832.76	43,024.57
	<u>172,869.04</u>	<u>2,680.56</u>	<u>170,188.50</u>	
8/1/2022	43,217.26	192.69	43,024.57	(0.00)
Total	864,345.20	39,345.22	825,000.00	

General Fund	608,755.27
Water Fund	48,572.90
Sewer Fund	48,572.90
	<u>705,901.07</u>

GF Police 01-60-5394	GF Police 01-60-5394	GF Parks 01-68-5394	GF Parks 01-68-5394	Library 01-64-5394
399,799.62 48%	Interest Expense	20,118.32 2%	Interest Expense	23,942.27 3%
20,943.33	1,790.56	1,053.89	90.10	1,254.21
20,943.33	1,704.78	1,053.89	85.79	1,254.21
20,943.33	1,618.62	1,053.89	81.45	1,254.21
62,829.98	5,113.97	3,161.67	257.34	3,762.62
20,943.33	1,532.07	1,053.89	77.10	1,254.21
20,943.33	1,445.14	1,053.89	72.72	1,254.21
20,943.33	1,357.81	1,053.89	68.33	1,254.21
20,943.33	1,270.09	1,053.89	63.91	1,254.21
83,773.30	5,605.11	4,215.56	282.05	5,016.82
20,943.33	1,181.99	1,053.89	59.48	1,254.21
20,943.33	1,093.48	1,053.89	55.02	1,254.21
20,943.33	1,004.58	1,053.89	50.55	1,254.21
20,943.33	915.28	1,053.89	46.06	1,254.21
83,773.30	4,195.32	4,215.56	211.11	5,016.82
20,943.33	825.58	1,053.89	41.54	1,254.21
20,943.33	735.48	1,053.89	37.01	1,254.21
20,943.33	644.98	1,053.89	32.46	1,254.21
20,943.33	554.07	1,053.89	27.88	1,254.21
83,773.30	2,760.11	4,215.56	138.89	5,016.82
20,943.33	462.75	1,053.89	23.29	1,254.21
20,943.33	371.03	1,053.89	18.67	1,254.21
20,943.33	278.89	1,053.89	14.03	1,254.21
20,943.33	186.34	1,053.89	9.38	1,254.21
83,773.30	1,299.01	4,215.56	65.37	5,016.82
-		-		-
20,943.33		1,053.89		-
418,866.52		21,077.79		23,829.90

Library 01-64-5394	Administration 01-43-5394	Administration 01-43-5394	HURF Fund 02-78-5394	HURF Fund 02-78-5394
Interest Expense	31,598.03 4%	Interest Expense	236,005.62 29%	Interest Expense
107.23	1,655.25	141.52	12,363.05	1,056.99
102.09	1,655.25	134.74	12,363.05	1,006.35
96.93	1,655.25	127.93	12,363.05	955.49
306.25	4,965.75	404.18	37,089.15	3,018.83
91.75	1,655.25	121.09	12,363.05	904.40
86.54	1,655.25	114.22	12,363.05	853.08
81.31	1,655.25	107.31	12,363.05	801.53
76.06	1,655.25	100.38	12,363.05	749.75
335.67	6,621.00	443.00	49,452.20	3,308.75
70.78	1,655.25	93.42	12,363.05	697.74
65.48	1,655.25	86.42	12,363.05	645.49
60.16	1,655.25	79.40	12,363.05	593.01
54.81	1,655.25	72.34	12,363.05	540.30
251.24	6,621.00	331.58	49,452.20	2,476.54
49.44	1,655.25	65.25	12,363.05	487.35
44.04	1,655.25	58.13	12,363.05	434.16
38.63	1,655.25	50.98	12,363.05	380.74
33.18	1,655.25	43.79	12,363.05	327.07
165.29	6,621.00	218.14	49,452.20	1,629.32
27.71	1,655.25	36.57	12,363.05	273.17
22.22	1,655.25	29.32	12,363.05	219.02
16.70	1,655.25	22.04	12,363.05	164.63
11.16	1,655.25	14.73	12,363.05	110.00
77.79	6,621.00	102.67	49,452.20	766.82
	1,655.25		-	
	33,104.98		247,261.00	

Water 04-82-5394	Sewer 06-83-5394	Total		Water & Sewer
56,768.07 7%	56,768.07 7%	\$ 825,000.00 100%	\$	56,768.07 7% Principal
2,973.77	2,973.77	43,217.26		2,973.77 2,719.53
2,973.77	2,973.77	43,217.26		2,973.77 2,731.71
2,973.77	2,973.77	43,217.26		2,973.77 2,743.94
8,921.31	8,921.31	129,651.78		8,921.31 8,195.17
2,973.77	2,973.77	43,217.26		2,973.77 2,756.23
2,973.77	2,973.77	43,217.26		2,973.77 2,768.57
2,973.77	2,973.77	43,217.26		2,973.77 2,780.97
2,973.77	2,973.77	43,217.26		2,973.77 2,793.43
11,895.08	11,895.08	172,869.04		11,895.08 11,099.20
2,973.77	2,973.77	43,217.26		2,973.77 2,805.94
2,973.77	2,973.77	43,217.26		2,973.77 2,818.51
2,973.77	2,973.77	43,217.26		2,973.77 2,831.13
2,973.77	2,973.77	43,217.26		2,973.77 2,843.81
11,895.08	11,895.08	172,869.04		11,895.08 11,299.38
2,973.77	2,973.77	43,217.26		2,973.77 2,856.54
2,973.77	2,973.77	43,217.26		2,973.77 2,869.34
2,973.77	2,973.77	43,217.26		2,973.77 2,882.19
2,973.77	2,973.77	43,217.26		2,973.77 2,895.10
11,895.08	11,895.08	172,869.04		11,895.08 11,503.17
2,973.77	2,973.77	43,217.26		2,973.77 2,908.06
2,973.77	2,973.77	43,217.26		2,973.77 2,921.09
2,973.77	2,973.77	43,217.26		2,973.77 2,934.17
2,973.77	2,973.77	43,217.26		2,973.77 2,947.81
11,895.08	11,895.08	172,869.04		11,895.08 11,711.13
-	-	-		
2,973.77	2,973.77	41,963.05		2,973.77 2,960.51
59,475.40	59,475.40	863,090.99		59,475.40 56,768.57
				48,573.40
				62,545.50

Water & Sewer

Governmental

		86%			
Interest	Balance	Payment	Interest	Principal	Balance
	56,768.07				711,463.86
254.24	54,048.54	37,166.84	3,177.61	33,989.24	677,474.62
242.06	51,316.84	37,166.84	3,025.38	34,141.47	643,333.16
229.83	48,572.90	37,166.84	2,872.47	34,294.37	609,038.78
<u>726.14</u>		<u>111,500.53</u>	<u>9,075.45</u>	<u>102,425.08</u>	
217.54	45,816.67	37,166.84	2,718.87	34,447.97	574,590.81
205.20	43,048.10	37,166.84	2,564.60	34,602.25	539,988.56
192.80	40,267.12	37,166.84	2,409.63	34,757.22	505,231.35
180.34	37,473.70	37,166.84	2,253.96	34,912.89	470,318.46
<u>795.88</u>		<u>148,667.37</u>	<u>9,947.05</u>	<u>138,720.32</u>	
167.83	34,667.76	37,166.84	2,097.60	35,069.24	435,249.21
155.26	31,849.25	37,166.84	1,940.53	35,226.31	400,022.90
142.64	29,018.12	37,166.84	1,782.76	35,384.08	364,638.82
129.96	26,174.31	37,166.84	1,624.29	35,542.55	329,096.27
<u>595.70</u>		<u>148,667.37</u>	<u>7,445.18</u>	<u>141,222.19</u>	
117.23	23,317.77	37,166.84	1,465.11	35,701.73	293,394.54
104.43	20,448.43	37,166.84	1,305.21	35,861.63	257,532.91
91.58	17,566.24	37,166.84	1,144.61	36,022.24	221,510.67
78.67	14,671.14	37,166.84	983.27	36,183.57	185,327.10
<u>391.91</u>		<u>148,667.37</u>	<u>4,898.21</u>	<u>143,769.17</u>	
65.71	11,763.08	37,166.84	821.22	36,345.62	148,981.48
52.68	8,841.99	37,166.84	658.44	36,508.40	112,473.08
39.60	5,907.82	37,166.84	494.93	36,671.91	75,801.16
26.46	2,960.01	37,166.84	330.69	36,836.17	38,964.99
<u>184.45</u>		<u>148,667.37</u>	<u>2,305.28</u>	<u>146,362.11</u>	
13.26	-0.50	37,166.84	165.71	37,001.13	38,799.28
2,707.34		743,336.87	33,836.89	709,500.00	
			48,573.40		
			62,545.50		



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 09/24/2019
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve expenditure of GOHS Grant Funds in the amount of \$24,300 for Selective Traffic Enforcement Program (STEP) enforcement overtime, related materials, and supplies.

RECOMMENDED ACTION:

Approve expenditure of GOHS Grant Funds in the amount of \$24,300 for STEP enforcement overtime, related materials, and supplies.

SITUATION AND ANALYSIS:

Town Council approved the Police Dept. applying for a grant from the Governor's Office of Highway Safety. The contract requires signatures from the Town and approval to expend funds for Selective Traffic Enforcement Program (STEP) Overtime: Related Materials and Supplies. STEP means that officers will target specific traffic violations while on special details. These specific violations include speeding, seat belt usage, distracted driving and stop sign violations.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 07-60-5442
Available:
Funding Source:
 Funds will be accounted for in the Grant Fund

Attachments

GOHS Contract

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Chino Valley Police Department	GOHS CONTRACT NUMBER: 2019-PTS-008	
ADDRESS 1950 Voss Dr., #301, Chino Valley, Arizona 86323	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Town of Chino Valley	AGENCY CONTACT: Vincent Schaan	
ADDRESS 202 N. State Route 89, Chino Valley, Arizona 86323	3. PROJECT TITLE: STEP Enforcement, and Enforcement Related Materials and Supplies	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.		
6. BUDGET COST CATEGORY	Project Period FFY 2019	
I. Personnel Services	\$8,571.00	
II. Employee Related Expenses (40%)	\$3,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$12,300.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$24,300.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$24,300.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:
Agency Background:

Number of sworn officers: 25

Total Population in your city/town or county: 11019

Total Road Mileage: Highway 11 Local 140 Total 151

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	226	191	182
Total Injury Crashes	52	48	45
Total Fatal Crashes	1	0	0
Total Alcohol-related Crashes	15	12	15
Total Alcohol-related Serious Injuries	4	6	3
Total Alcohol-related Fatalities	0	0	0
Total Speed-related Crashes	48	45	38
Total Speed-related Serious Injuries	13	17	13
Total Speed-related Fatalities	0	0	0

 The data above represents: County ☐ City/Town ☒
Agency Problem/Attempts to Solve Problem:

The Chino Valley Police Department (CVPD) continues to see motorists traveling at speeds that are not reasonable and prudent. The agency has experienced an increase in collisions involving speed related violations and following too closely. The agency has received an increase in civilian complaints regarding speeding in neighborhoods, on connector roads, on the main highway, and in school zones.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

Overtime funds will enable CVPD to place more traffic patrols on the roadways. The agency will purchase portable speed and traffic alert signs to help monitor and track problem areas in the community. The posting of speed and traffic alert signs will help conduct strategic traffic enforcement details where and when known violations occur by gathering factual data on actual speed and traffic speeds at a specific location or area in the community.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 8% from 48 during calendar year 2016 to 44 by December 31, 2019.

To decrease fatalities in speeding-related crashes 0% from 0 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 8% from 13 in calendar year 2016 to 12 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 7% from 559 during Calendar Year 2017 to 600 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 6 times per month during FFY 2019.

Additional Contract Objectives:

1. Increase the number of occupant restraint (seatbelt & child restraint) citations 35% from 106 in Calendar Year 2017 to 145 during FFY 2019.
2. Participate in 6 multi-agency traffic related enforcement details by partnering with Yavapai County Sheriff's Office and/or Department of Public Safety.
3. Decrease the number of violators in school zones by 50% once signs are in place and activated.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Three (3) Solar-powered Speed Display Signs

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Monitoring Trailer Systems:**

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, and/or data collection. The Chino Valley Police Department will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vincent Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

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Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

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On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

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ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,571.00
II.	Employee Related Expenses (ERE) (40%)	\$3,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$12,300.00
	Three (3) Solar-powered Speed Display Signs	
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$24,300.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of \$24,300.00.

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QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

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CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

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- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

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- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

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Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

Chino Valley Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2019-PTS-008
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9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chino Valley Police Department

**GOHS HIGHWAY
SAFETY CONTRACT**

2019-PTS-008

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)_____
(Address)_____
(City, State, Zip Code)**4. DUNS Number:**_____
(DUNS #)_____
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Charles Wynn, Chief
Chino Valley Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Cecilia Gritman, Town Manager
Town of Chino Valley

Date

Telephone

Chino Valley Police Department	<u>GOHS HIGHWAY</u> <u>SAFETY CONTRACT</u>	2019-PTS-008
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AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|---------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$24,300.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 09/24/2019
Contact Person: Joshua Cook, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type:
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Letter of Engagement for Legal Services from Brandon J. Kavanagh with Mangum Wall Stoops & Warden (MWSW) to represent the Town of Chino Valley Board of Adjustment with general matters. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve Letter of Engagement for Legal Services from Brandon J. Kavanagh with MWSW to represent the Town's Board of Adjustment with general matters.

SITUATION AND ANALYSIS:

Town Attorney McGuire recommended that the Town hire an outside attorney to represent the Town's Board of Adjustment. As the Board is a quasi-judicial body, it must be independent of the Town. As Gust Rosenfeld is the attorney of record for the Town Council, they can not represent the Board as well.

Should the Town Council disagree with the outcome of a Board decision, the Council would have to file a special action with the Superior Court through its attorney of record. Thus the Board would need representation from another source. Mr. McGuire recommended Mr. Kavanagh based on Mr. McGuire's experience of having worked with Mr. Kavanagh.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5212
Available:
Funding Source:
 Fees will be paid from the Legal Services line item.

Attachments

Kavanagh Engagement Letter

Kenneth H. Brendel
 Brandon J. Kavanagh
 Eliza Read
 Jeffrey D. Dollins
 James D. Griffith

112 North Elden Street
 Post Office Box 10
 Flagstaff, AZ 86002-0010
 Telephone (928) 779-6951
 Telefax (928) 773-1312
bkavanagh@mwsowlaw.com

Brandon J. Kavanagh
 Partner/Member

 Of Counsel/Retired:
 Stephen K. Smith
 A. Dean Pickett

 H. Karl Mangum
 1908 – 1993
 Douglas J. Wall
 1927 – 2016
 Daniel J. Stoops
 1934 – 2015
 Robert W. Warden
 1930 – 2012

September 10, 2019

Via Email and US Mail

Town of Chino Valley
 Board of Adjustment
 202 N. State Route 89
 Chino Valley, AZ 86323
JLewis@chinoaz.net

Re: Letter of Engagement for Legal Services

Dear Ms. Lewis:

This letter confirms that The Town of Chino Valley has engaged our office to represent its Board of Adjustment with general matters, and sets forth the terms of our agreement for legal services. For purposes of this agreement, all references to Mangum, Wall, Stoops & Warden, to MWSW, to the Firm, and to me, are interchangeable.

Estimated Costs, Hourly Rates, and Expenses

When we spoke I may have provided you with a cost estimate. Any estimate provided is based on the rates and costs below, and is as accurate as possible based on the information I had at the time I provided the estimate. Although I try to be as accurate as possible in making estimates, I cannot guarantee that the actual costs will be consistent with my estimate. Complexity, previously unknown facts, unexpected issues, actions of opposing parties, and many other factors, can significantly affect the actual cost of legal services. If I expect the actual costs to deviate significantly from an estimated cost, I will contact you so that we can discuss how you would like to proceed. You will be responsible for fees and costs incurred regardless of any estimate provided.

Mangum, Wall Stoops & Warden's hourly rates for purposes of this engagement are:

Partner Attorney - \$205.00
 Associate Attorney - \$205.00
 Paralegal – \$120.00
 Legal Assistant/Secretary/Clerical – No Charge

Travel time for purposes of the representation will be billed at these same hourly rates. The Firm's hourly fees and other charges are reviewed each year, usually on or about July 1st, and may be adjusted in light of the Firm's costs incurred in providing professional legal services and/or for other business reasons. The Firm reserves the right to make such adjustments to the fees and charges to be billed pursuant to this engagement, so long as the engagement has been in effect for longer than ninety days at the time of the adjustment. You will be informed in writing of any adjustment to the Firm's fees and/or charges for the engagement before they are implemented.

In addition to our fees for services, you will be responsible for payment of all out-of-pocket expenses and costs incurred by MWSW in connection with the representation. Such expenses and costs may include, but are not limited to, charges for photocopying, long distance telephone calls, facsimiles, online database retrieval charges (Lexis-Nexis, etc.), messengers, delivery, postage and air freight, photo developing, reproduction of video or audio tapes, travel expenses (including mileage, parking, airfare, lodging, meals and ground transportation), filing fees and other court costs, as well as fees for experts, investigators, consultants and court reporters. To the extent that MWSW itself directly provides any of these services, MWSW reserves the right to adjust its charges for such services as provided above. It is MWSW's practice to use rental cars for out-of-town travel. The cost for car rental, and reasonable associated costs (for example full insurance coverage, and fuel; no mileage is charged when a rental car is used) are out-of-pocket costs that will be invoiced to you.

As of the date of this engagement, no transaction privilege tax ("sales tax") is assessed by any taxing authority on the professional services provided by MWSW to you. In the event that a sales tax is imposed during the term of this engagement that is applicable to the professional services rendered on your behalf, you agree to pay the appropriate amount of such tax to the Firm for remission to the taxing authority.

Every effort will be made to provide prompt and efficient legal services according to the highest legal and ethical standards. We will try to keep fees and costs as low as possible, consistent with fully protecting your interests. Please let me know if you wish to discuss whether there are any potential options that might help to limit your costs and fees.

Fee Deposit and Payment of Invoices

No fee deposit is required at this time. Mangum, Wall, Stoops & Warden reserves the right to require a fee deposit during the course of the representation, based on the specifics of your situation.

If you have established a fee deposit, we will withdraw your monthly balance due from the fee deposit thirty days after the date of each monthly invoice unless you advise us that you have questions or disagree with the invoice prior to that date. Your fee deposit balance will be reflected on your monthly invoices.

You understand and agree that, during the term of our representation, we may require you to establish a fee deposit or replenish a prior fee deposit in order to maintain a minimum reserve.

This determination will depend on the specifics of your situation. Any such minimum reserve requirement shall not exceed the initial fee deposit amount without a written agreement signed by you.

If, during the course of our representation of you, we require you to maintain a minimum fee deposit or establish an initial fee deposit other than what is reflected in this agreement, we will provide you with at least two weeks notice of the date by which you must deposit the funds.

If we require you to maintain a minimum fee deposit, the fee deposit must be maintained at the amount specified. Failure to maintain the fee deposit will be considered a past due balance. Essentially, this requires that you keep a fee deposit with the firm and pay your regular monthly invoices on an ongoing basis. Any unused portion of the fee deposit will be refunded to you at the conclusion of the representation.

For Contested Matters

You understand that we cannot and have not made any guarantee regarding the outcome of any pending legal matter in which we represent you.

The court may order, or the parties may agree, that the opposing party pay part or all of the attorney's fees and/or out-of-pocket expenses incurred on your behalf. In that case your indebtedness to Mangum, Wall, Stoops & Warden will be credited by any sums that are received by Mangum, Wall, Stoops & Warden from the opposing party pursuant to court order or settlement. You will at all times remain obligated to pay for the services rendered and disbursements incurred. Mangum, Wall, Stoops & Warden will charge you for services to collect any award of fees and costs from the opposing party.

Terminating the Representation

Our representation will normally terminate when the matter for which you have engaged us has concluded. We will provide you with a closing letter at that time.

In addition, you have the right at any time to terminate our services and representation by providing written notice to Mangum, Wall Stoops & Warden. Such termination shall not, however, relieve the you of the obligation to pay for all services rendered, disbursements made, or expenses and costs incurred by Mangum, Wall Stoops & Warden in connection with the representation, as well as in connection with any reasonable measures taken by Mangum, Wall Stoops & Warden to protect your interests after you have given notice of termination.

Mangum, Wall Stoops & Warden reserves the right to withdraw from the representation with your consent, or for good cause. Good cause may include, but is not limited to, your failure to honor the terms of this Agreement, your failure to pay amounts billed in full in a timely manner, your failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in the view of Mangum, Wall Stoops & Warden, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical.

Town of Chino Board of Adjustment
 September 10, 2019
 Page 4 of 5

MANGUM WALL STOOPS & WARDEN PLLC
 Attorneys Serving Arizona Since 1955

Subject to applicable ethical and professional obligations, Mangum, Wall, Stoops & Warden reserves the right to decline to perform further services for you if any balance owed is past due. In addition, you expressly understand and agree that we may terminate our legal services and withdraw from this engagement in the event that your account has a past due balance of Five Thousand Dollars (\$5,000.00) or more.

Client Files and File Maintenance

During the time we represent you, we will maintain a file relating to your legal matter. We will provide you with a complete copy of your file upon written request provided to us at the conclusion of the representation. After we give your file to you, information contained in your file will no longer be available through our firm. Take measures to protect your file. If you do not request a copy of your file or we are unable to return your file to you at the conclusion of the representation, we will maintain your file for five years after representation ends. By signing this fee agreement, you agree that your file may be destroyed after that five-year period ends. We will retain estate planning, probate and certain other types of files for a longer period as required by applicable law.

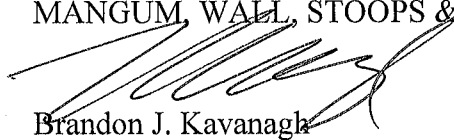
We maintain some records electronically and by use of digital images and do not retain paper copies of these documents, unless required by rule or statute. You may obtain paper copies of documents in your file upon request to us, with reasonable notice. By signing this fee agreement, you consent to us maintaining all or part of your file electronically.

Please contact me if you have any questions regarding the information in this agreement, or if any of the information set forth above is not consistent with your understanding of our agreement. Otherwise, it is our understanding that the terms in this letter accurately reflect our agreement and meet with your approval. Please sign below and return your signature page to me in the envelope provided. A copy has been enclosed for your records.

Thank you again for engaging us to provide you with legal services, I look forward to working with you.

Sincerely,

MANGUM, WALL, STOOPS & WARDEN, P.L.L.C.



Brandon J. Kavanagh

BJK/ea

Town of Chino Board of Adjustment
September 10, 2019
Page 5 of 5

MANGUM WALL STOOPS & WARDEN PLLC
Attorneys Serving Arizona Since 1955

I have read, and understand and agree to the terms set forth above:

Town of Chino Valley Board of Adjustment

By _____
Name: _____
Title _____
Date: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. d.

Meeting Date: 09/24/2019
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint Michael Pereda to fill the vacancy on the Public Safety Retirement Board (PSRB) created by the resignation of Vince Schaan, with term ending June 30, 2022. (Laura Kyriakakis, Human Resources)

RECOMMENDED ACTION:

Appoint Michael Pereda to the PSRB with a term ending June 30, 2022 to fill the vacancy created by the resignation of Vince Schaan.

SITUATION AND ANALYSIS:

The PSRB membership is made up of the Mayor or his/her designee to serve as Chairman, with two members elected from the Association, and two members from the public. Vince Schaan was elected by the Association to serve on the Board beginning on 6/26/2012 for multiple terms ending on 6/30/2022. Mr. Schaan voluntarily resigned his employment on February 1, 2019, ending his eligibility to serve on the Board as an Association member and creating a vacancy. Pursuant to Resolution 12-997, the Association members are elected by ballot. The Association conducted an election to fill the vacancy for the term ending June 30, 2022, and Michael Pereda received the most votes.

Fiscal Impact

Fiscal Impact?: No
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

6. e.

Meeting Date: 09/24/2019

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 approve the September 10, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the September 10, 2019, regular meeting minutes.

Attachments

September 10, 2019 draft minutes

DRAFT

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

**TUESDAY SEPTEMBER 10, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a regular meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 10, 2019.

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

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Gritman; Town Attorney Trish Stuhan (electronically); Economic Development Project Manager Maggie Tidaback; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation of Outstanding Citizen Award by Chino Valley Police Department. (Chuck Wynn, Police Chief)

Chief Wynn expressed his appreciation for the support the Chino Police Department had throughout the community, particularly from resident and business owner Dave Mazy, who had supported the department in numerous ways. Chief Wynn presented the Outstanding Citizen Award to Mr. Mazy, who spoke about his history in Chino Valley and his commitment to reinvesting in the community. He thanked the police department for their dedication.

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) Concern expressed on social media pages regarding possible criminal activity on a certain property. (Chuck Wynn, Police Chief)

Chief Wynn reported that 95% of what was on social media was not true. The subject property, which was next to the Chamber of Commerce, had pending criminal and civil matters regarding an eviction, but since it was an ongoing matter, the Police Department could not comment.

- b) Two complaints by certain property owners unable to develop due to issues with utility connections. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury reported on a certain parcel on Perkinsville Road had been rezoned and subsequently split several times, providing a brief history of the parcel permitting and communication regarding utility connection with the property owners. He stated that Mr. Roberts had misinterpreted the Town Code, and he read a letter provided by legal counsel that explained the Town Code's purpose and intention in regards to water and sewer extensions with new development. The Town Code recognized the difficulties that a single developer faced in constructing facilities that were at a distance from Town utilities and allowed property developers to get reimbursement for the cost as other properties were developed and benefitted from the development. The cost could be fairly allocated. The Town could also develop the utilities and each property owner would be assessed the cost at a significant savings.

Mr. Marbury reviewed the process of the Town's role in the capital improvement of utility lines and cost per acre for property development. The lines could be completed as early as the end of October of the current year. He could present the actual contractor's cost at the next Council meeting for review and possible action.

- c) Concern by medical marijuana farmer about hemp growing near marijuana farms and possible issues with cross pollination. (Mayor Croft)

Mayor Croft reported that staff met with concerned citizens but had determined that hemp was an agricultural product and the Town should not adopt regulations that placed additional burdens on this product above what was required of other similar agricultural products. Further, no legal precedent had been set with regards to regulations passed to protect marijuana from hemp. Staff advised property owners to do what they could to protect their marijuana crops instead of asking the Town to develop laws that would restrict the growth of another agricultural product. Ultimately, it was staff's opinion that the legality of any such regulation would be questionable and they considered the matter closed unless advised otherwise by Town Council.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

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

Mayor Croft thanked everyone involved with the Territorial Days celebration.

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

Town Manager Grittmann reported on:

- The upcoming Council study session.
- The September 19 Mayor/Manager community outreach, featuring Town employees Joshua Cook and Maggie Tidaback.
- A September 24 Economic Development Subcommittee meeting.
- Attending a session at the League of Cities regarding “first amendment auditors,” a movement across the country in which people filmed government employees and pressured them to respond in an inappropriate fashion. The Town will be providing training at no cost to employees, Councilmembers, and Board/Committee members on appropriate ways to respond to these inquiries.

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.

Council set down Items 6(b) and 6(c) from the Consent Agenda.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items 6(a), (d) and (e) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Chevrolet, in the amount of \$43,585.66, to be used by the Fleet Division. (Frank Marbury, Public Works Director)
- b) Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S. Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority. (Jami Lewis, Town Clerk)

Town Clerk Lewis reported that:

- In the past, the Town Council reviewed every type of liquor license application that came to the Town, including special event licenses. More recently, councils in many municipalities had begun to delegate the approval process for acquisitions of control and non-permanent liquor licenses to their staff to approve. Last year, after the legislature codified that action, the Town Council approved giving the Clerk's Office the authority to approve those liquor license applications.
- Through recent staff meetings, it was determined that because liquor licenses were often tied to business licenses, it made sense for the Customer Service Department to take over administration of the liquor licensing process.

Council asked about an appeal process for an applicant should Council deny an application, and the legality of making this change. Ms. Lewis explained that the State Liquor Board had the final say in an application. An applicant could appeal the Town's recommendation before that board. Town Attorney Trish Stuhan advised that this was an appropriate delegation of duties.

MOVED by Councilmember Corey Mendoza, seconded by Councilmember Cloyce Kelly to approve Consent Agenda Item 6(b) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- c) Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019. (Jami Lewis, Town Clerk)

Council asked how it was determined Mr. Warren did not have time to commit to the Board. Town Clerk Lewis explained that Mr. Warren had told Customer Service staff that he was busy with work, was out of town a lot, and could not make the various meetings, but he did not submit a resignation. Mayor Croft added that Mr. Warren was busy with multiple businesses, and he had contacted Mr. Warren about staff's recommendation. He also expressed gratitude for Mr. Warren's service.

MOVED by Councilmember Lon Turner, seconded by Vice-Mayor Jack Miller to approve the Consent Agenda Item 6(c) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

- e) Consideration and possible action to approve the August 13, 2019, 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 Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z. (Joshua Cook, Development Services Director)

Recommended Action: Approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

Town Planner Lerma presented on this item:

- *Background:* The Heritage Point final plat for 75 one-acre lots was originally approved by Council in 2005, but was never recorded and subsequently expired. The applicant was beginning at square one and was requesting approval of the preliminary plat to subdivide three lots consisting of 89.9 acres into 75 single family residential zone one-acre minimum lots.
- *Current condition:* The property was vacant. Its General Plan designation was medium density residential two acres or less. The surrounding properties consisted of medium to low density residential.
- *Plat features:* The project would be developed in four phases. There would be five drainage tracts and one right-of-way tract. Minimum lot size was one acre and maximum lot size was 1.15 acres. The total roadway dedication was 11.5 acres. Open space was 2.81 acres or 3.19%. Secondary emergency access was at Talia Place.
- *Staff assessment:* All lots met the one acre minimum. All lots with the exception of lots 1, 2, 13, 16, 17 and 18 met the minimum 100-foot lot frontage requirement. Since the applicant was not requesting a Planned Area Development (PAD) overlay to deviate from the requirements, the lots would need to be modified to meet the 100-foot lot frontage requirement.
- *Planning Commission review:* The Commission reviewed the application on August 6. The review and approval process had been explained to the Commission. Members questioned if the homes would be two stories and the applicant explained the houses would be one story with an RV garage.
- *Staff recommendation:* Staff had recommended approval to the Commission, subject to four conditions related to rights-of-way, property lines, drainage, and setbacks being completed before the item could go before Council for consideration. As all conditions had been met, staff recommended approval.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award construction Contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects.

Director/Engineer Marbury presented the recommendation of the Roads and Streets Committee for the road projects:

- Road 1 North between State Route 89 and Road 1 East – 4” of asphalt at \$165,000.
- Reed Road between Road 1 North and Center Street – 3” of asphalt at \$259,315.
- Horizon Way between Palomino Road and Butterfield Road – 3” of asphalt at \$29,677.
- Peppertree Place between Road 2 North and Juniper Drive – 3” asphalt at \$86,418.
- Jerome Junction between Perkinsville Road and Road 4 North, which had been realigned by staff – 3” asphalt at \$67,209.
- Additional \$17,000 added in by the contractor for traffic control.
- The total project cost was \$666,834.17 and would be utilizing a cooperative agreement with the City of Buckeye.
- Funding would come from multiple sources including HURF, CIP funds, and additional HURF funds from the state in the amount of \$198,000.

Council and Mr. Marbury discussed further points:

- *Peppertree Lane:* The dogleg on Peppertree would be softened a bit and ultimately would be straightened out when Road 2 was widened to three lanes.
- *Road 1 North/SR 89 streetlight:* This was an ADOT project and would be bid out in June of 2020 with construction in the fall. The Town’s project would start where this project stopped.
- *Cooperative agreement process:* Mr. Marbury provided examples of how cooperative agreements saved the Town money compared to the competitive bid process. Each project was looked at on a case by case basis. In this particular case, the contractor was assuming the risk by not having a set of engineered plans as was necessary with a competitive bid. The prices were guaranteed maximum prices. There was typically a warranty but the contract would need to be reviewed. Councilmember Turner explained that state contractor law required a two-year warranty.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to award construction Contract to Sunland Asphalt in an amount not to exceed \$666,834.17 for the FY 2020 street reconstruction projects.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- c) Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Civiltec Engineering, in an amount not to exceed \$36,500, for research and planning relating to submitting a Wayfinding Sign Plan with ADOT. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Approve professional services agreement between the Town of Chino Valley and Civiltec, in an amount not to exceed \$36,500, regarding the Wayfinding Sign Program.

Project Manager Tidaback presented on this item:

- Wayfinding signs were used as guide signs to aid travelers and locals in identifying and locating major civic, cultural, visitor and recreational destinations within a specified region. She showed examples of wayfinding signs and related that wayfinding signs were on ADOT highways through encroachment permits.
- Wayfinding signs were important to economic development in that they helped to develop Town identities; navigated visitors and locals to public and private businesses and spaces; developed a net benefit through a shared approach to attract business and captured tourist and local dollars; and made the environment legible and enhanced a visitor's experience by aiding people to discover unique events, attractions and destinations in Town.
- Under the subject agreement, Civiltec would design where the signs were to be located and work directly with ADOT for approval of the plans, which would include detailed maps of the locations, engineering standards, representations of sign formats, sign design, color, sizes, spacing, and other requirements and details such as foundation, posts, and enhancement markers (logo).
- Wayfinding signs were proposed in 14 locations:
 - Welcome to Chino Valley with population, elevation, and founded date at both ends of Town.
 - Williamson Valley, Peavine Trail.
 - Town Hall, Chino Valley recreation complex, Community Center/Aquatic Center, Gun Range, Municipal Center, Library, and Memory Park.
 - Old Home Manor, winery, and Yavapai College.
 - Historic attraction at Del Rio Springs.

Council, Attorney Stuhan, and Ms. Tidaback further discussed the following topics:

- *Signs for other businesses:* Council expressed concern about possibly showing favoritism, in that a winery sign was included but not signage for other businesses. Ms. Tidaback explained that a winery was considered an attraction, but its name would not be identified. Suggestions for other attractions were welcome.
- *Business off-site signage:* Council asked about previous discussions regarding off-site signage for off-highway businesses. Ms. Tidaback explained that this was a different project than off-site signage, but these signs would still guide travelers off the highway. Staff believed private businesses could no longer be advertised on the highway. Attorney Stuhan advised that, in general, ADOT prohibited advertising for specific businesses. Attractions were different than advertising a private business, which had an economic development benefit. There was a fine line between advertising a business and advertising what was considered an attraction. Further legal prohibitions would have to be researched. Staff further explained that signs that had specific businesses listed required businesses to go in together to buy space on the sign and were done through a contract. Town Manager Gritman stated that it needed to be determined if the Town could assist

coordination with businesses in pursuing advertising with ADOT.

- *Cost of study:* Some Councilmembers expressed concern about the expense and asked what the company would be paid for and why this could not be handled internally. Ms. Tidaback explained that time was an issue and there were many more details than just the regulations for the signs. She reviewed some of the issues that needed to be considered.

Council desired to discuss wayfinding signs further at a study session and asked staff to provide more details, specific costs of the signs, and if would there be a charge from ADOT for attractions.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to move Item 7(c) to the October study session.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- d) Consideration and possible action to adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

Director/Engineer Marbury reported that the subject property, created from a lot split, was supposed to be an easement with a perpetual offer of dedication, but at the County level was recorded as a right-of-way. Passing the resolution will make it clear to the County that the property was private with an easement, not a Town right-of-way. The homeowners were aware of this situation and had signed the easement.

Council asked about a sewer extension along this property. Mr. Marbury stated that the sewer line would go along Granite Creek Lane, but this property was off that street, not part of it.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

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.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn to Executive Session at 7:13 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Gritman, Town Manager)

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:26 p.m.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Annie Perkins to adjourn the meeting at 7:26 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

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 10th day of September, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 24th day of September, 2019.

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: 09/24/2019

Contact Person: Alex Lerma, Planner
Phone: 928-626-4427 x-1295

Department: Development Services

Item Type: Action

Estimated length of staff presentation: 5 minutes

Physical location of item: Located 460 feet east of the northeast corner of West Center Street and Sycamore Vista Drive.

AGENDA ITEM TITLE:

Consideration and possible action to rezone approximately 2.05 acres of real property from the AR-5 (Agricultural Residential 5-Acre Minimum) zoning district to the SR-1 (Single Family Residential 1-Acre Minimum) zoning district. The property is located 460 feet east of the northeast corner of West Center Street and Sycamore Vista Drive at 1370 West Center Street, Assessor's Parcel Number 306-21-010T. (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to adopt Ordinance 2019-872 to rezone approximately 2.05 acres of real property from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district with the following conditions:

1. Any new construction shall be required to hook up to Town sewer.
2. Any modifications or expansion to existing buildings that would require the replacement of a septic tank must hook up to Town sewer.
3. Property owner shall provide an additional 25' of Right of Way along Center Street.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Staff Report
Ordinance 2019-872



TOWN OF CHINO VALLEY TOWN COUNCIL

Staff Report September 24, 2019

APPLICATION SUMMARY

File Number: Z19-000007

Assessor's Parcel Number: 306-21-010T

Site Location: Located on the north side of Center street approximately 490 feet east of West Center Street and Sycamore Vista Drive with an address of 1370 West Center Street.

Owners of Record: Laster, Duane August & Barbara Diane JT

Applicant: Barbra Laster

Request: Request to rezone approximately 2.05 acres from AR-5 (Agricultural Residential- 5 acre minimum) zoning classification to SR-1 (Single Family Residential- 1 acre minimum) classification.

SITE DATA

Existing Zoning	AR-5 (Agricultural Residential-5 acre minimum)
Lot Size	2.05 acres (89,298 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 ac or less)
Existing Land Use	Two (2) single family residence

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	SR-1	Medium Density Residential (2 ac or less)	Mesa View South Unit 2 Subdivision
East	SR-1, SR-2	Medium Density Residential (2 ac or less)	Single Family Residence
South	SR-1	Medium Density Residential (2 ac or less)	Chino Valley Estates Subdivision
West	SR-1, AG-5	Medium Density Residential (2 ac or less)	Vacant

BACKGROUND

SITE DESCRIPTION

The subject property is located 490 feet east of the West Center Street and Sycamore Vista Drive intersection at 1370 West Center Street. The property is accessed by East Center Street. The site has a zoning classification of AR-5 (Agricultural Residential-5 Acre Minimum), and identified with a General Plan land use designation Medium Density Residential (2 ac or less). The property currently has two single-family residences with accessory structures. A 12-inch sewer main is located along the front of the property on Center Street. **(See Attachment 1: Vicinity Map)**

The area is predominantly medium/low density single-family residential development. The properties to the north are zoned SR-1 (Single Family Residential - 1 acre minimum), with Mesa View South Subdivision. Properties to the east are zoned SR-1 and SR-2 (Single Family Residential - 2 acre minimum), with single-family residences. The southern properties are zoned SR-1, with Chino Valley Estates Subdivision. Properties to the west are zoned SR-1, with vacant land. **(See Attachment 2: Zoning Map)**

PROJECT DESCRIPTION

The applicant is requesting to rezone two (2) acres of real property from AG-5 (Agricultural Residential - 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum). The SR-1 zoning district will allow the property to come into conformance based on lot size. Furthermore, the property has two (2) single-family residences currently onsite. The SR-1 zoning district will allow the applicant to divide the property into two separate properties.

CITIZENS REVIEW & PUBLIC HEARING PROCESS

Town Staff notified property owners within a 300-foot radius, resulting in 14 notices for public notification. To date, staff has not received any responses from residents. The neighborhood meeting was held at Town Hall on August 7, 2019. There were no attendees at this meeting.

PLANNING COMMISSION HEARING AND RECOMMENDATION

The Planning and Zoning Commission meeting was held on September 3, 2019, at Town Hall. Staff gave a brief overview of the area's current conditions, parcel history, and staff findings. Staff indicated that the applicant was requesting a zone change to make the lot into conformance. Staff further stated that the lot would subsequently be subdivided into two separate lots.

The Commission asked staff if the first two conditions recommended by staff had to do with the sewer line being in front of the property and the applicant would not be asked to spend any money bringing up the sewer line up to their property other than the yard line. The Public Works Director responded that the sewer line is located on Center Street and if the property fronts or abuts Center Street, the property would just have to connect laterally. If the applicant split the property in such a way to create an easement to access the property, there may be an extension for that additional property, depending on how the property is split.

The Commission requested clarification on condition number two "modification or expansion." Public Works Director stated that the County is the one who reviews septic systems for the State. Anything that would require a larger tank, meaning that if the expansion of the building would require a larger tank to be put in or if the construction conflicted with the location of the tank were the tank would need to be

moved. In other words, if the tank would need to be replaced or moved, the applicant would need to hook up to the Town sewer system.

Concerning staff's recommendation for condition number three, the Commission stated that there was a fence in the front of the property and asked if the addition of the 25' Right-of-Way dedication would impact the fence. Public Works Director stated that he did not know but that most likely it would. The Commission asked that if the property owner would need to move the fence back. Public Works Director stated that relocating the fence now could be an option or that staff could prepare a revocable permit that would allow the fence to stay until such a time as the Town expands the road, and then the property owner will need to relocate the fence. The Commission recommended staff to go with the second option with a revocable permit.

Planning and Zoning Commission forwarded a recommendation of approval to Town Council for the zoning request.

Vote: **6-0 Passed**

STAFF ANALYSIS AND RECOMMENDATION

The zoning request of SR-1 (Single Family Residential - 1 Acre Minimum) zoning district is in conformance with the area's General Plan land use designation of Medium Density Residential (2 acres or less). (**See Attachment 3: General Plan Map**) Currently, the property is considered a nonconforming lot based on the AR-5 zoning district and its actual lot size. Reclassifying the property to the SR-1 zoning district will allow the property to come into conformance with zoning requirements. The SR-1 zoning district will serve as a transition in lot sizes and zoning for properties located to the south and west of the subject property and those to the east. To the south and west of the subject property are Chino Meadows Unit 3 Subdivision and Bright Star Subdivision, both with a higher density in residential zoning. The 1-acre lot development proposed for the subject property will help with the transition as those residential properties to the east are medium to lower single family-residential zoning. The property also has two single-family residential homes on site. Specifically, a 2,030 square foot site built home, and a 1088 square foot manufactured home. Subsequently, the property will be subdivided to separate the two residences onto individual properties.

STAFF & PLANNING AND ZONING RECOMMENDATION

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to adopt Ordinance 2019-872 to rezone approximately 2.05 acres of real property from AR-5 (Agricultural Residential- 5 Acre Minimum) zoning district to SR-1 (Single Family Residential – 1 Acre Minimum) zoning district with the following conditions:

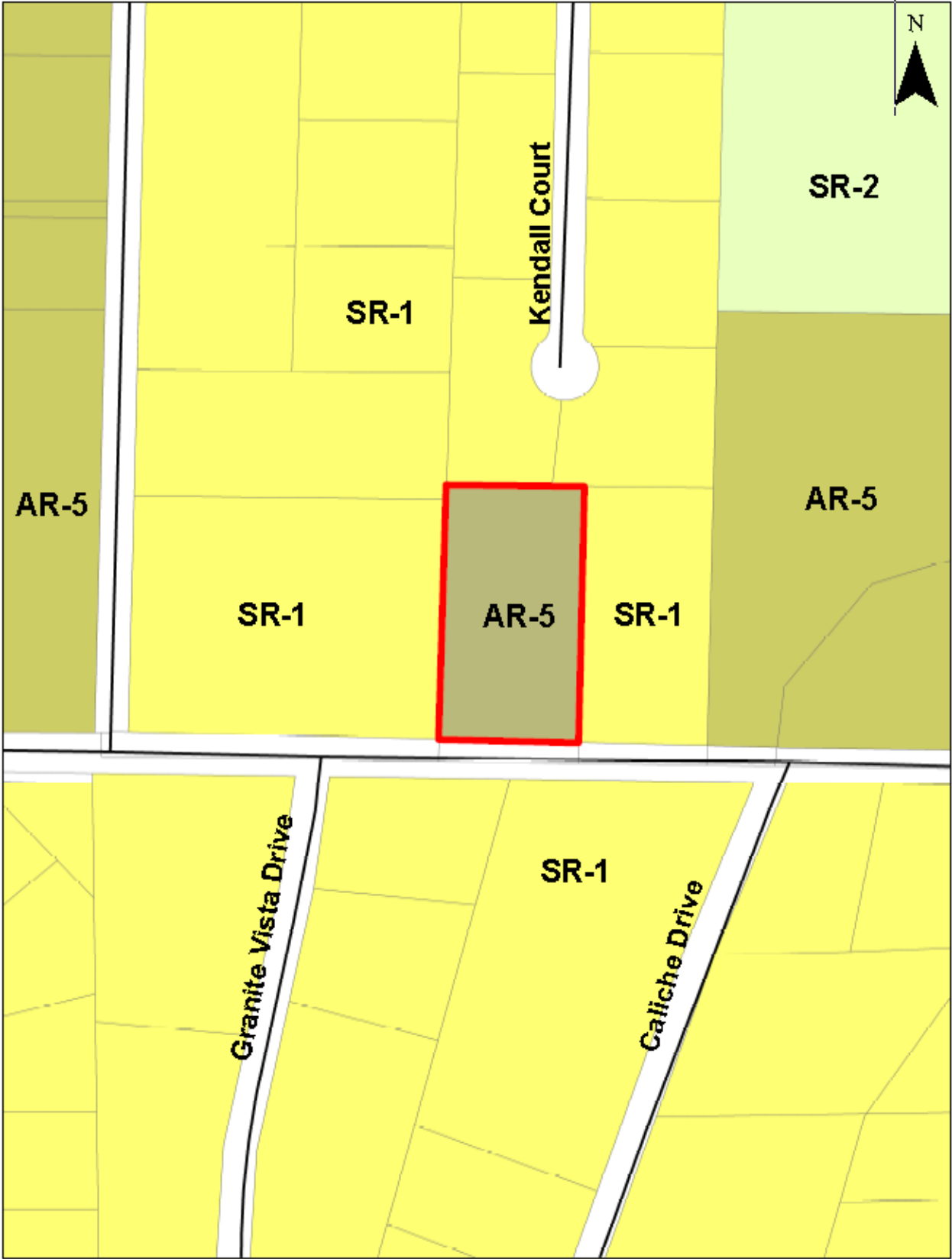
1. Any new construction shall be required to hook up to Town sewer.
2. Any modifications or expansion to existing buildings that would require the replacement of a septic tank must hook up to Town sewer.
3. Property owner shall provide an additional 25' of Right of Way along Center Street.

ATTACHMENTS

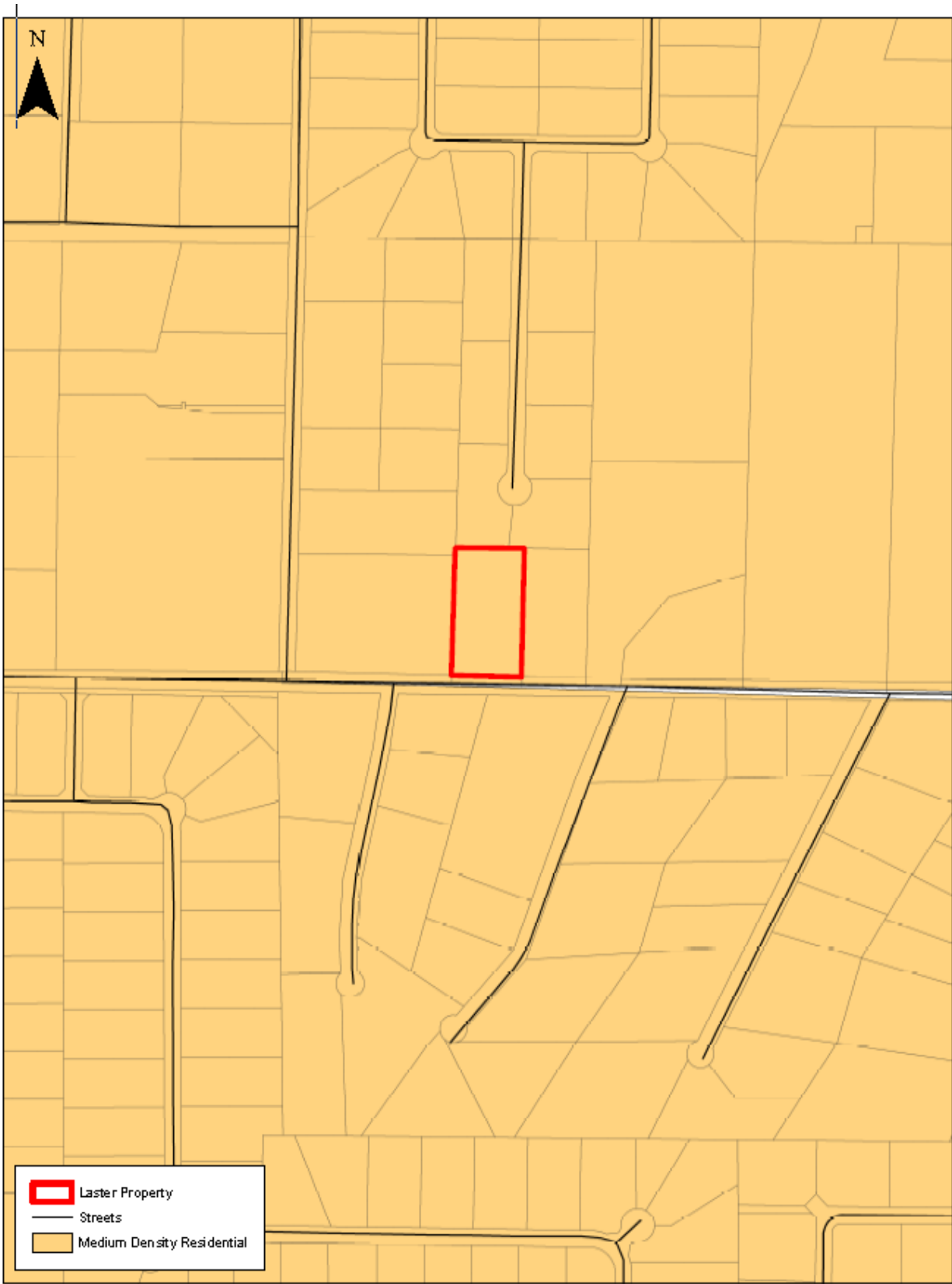
VICINITY MAP



ZONING MAP



GENERAL PLAN MAP



ORDINANCE NO. 2019-872

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 2.05 ACRES OF REAL PROPERTY GENERALLY LOCATED 490 FEET EAST OF THE NORTHEAST CORNER OF WEST CENTER STREET AND SYCAMORE VISTA DRIVE, AT 1370 WEST CENTER STREET, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map for a 2.05 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum) (the “Zoning Map Amendment”); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, and any overlay zoning district; and

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

WHEREAS, the Planning and Zoning Commission recommended approval of the rezoning; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this Ordinance.

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

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

Section 2: The Official Zoning Map is hereby amended for property consisting of approximately 2.05 acres, described in Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by reference, to rezone it from AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum), subject to the following stipulations:

1. The property described herein shall be used in accordance with the Town of Chino Valley Unified Development Ordinance.
2. Any new construction on the property shall be connected to the Town’s sewer system. If the existing buildings are modified or expanded in a way that would require replacement of a septic tank, those existing buildings must hook up to Town sewer.

3. Property owner shall dedicate to the Town an additional 25 feet of real property for use as Right-of-Way along Center Street.

Section 3: The Town Manager is directed, upon the effective date of this Ordinance, to cause the Zoning Map Amendment to reflect the new zoning of the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4: If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5: The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona on September 24, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2019-872 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 24, 2019, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2019-872

[Legal Description]

See following page.

The following real property situated in the City of Chino Valley, County of Yavapai, State of Arizona, to wit:

That portion of the Southwest quarter of the Southeast quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as followed:

BEGINNING at the South quarter corner of said Section 21;

Thence South $98^{\circ}34'$ East, 491.35 feet to the TRUE POINT OF BEGINNING;

Thence North $01^{\circ}25'30''$ East, 417.42 feet;

Thence South $89^{\circ}34'$ East, 208.74 feet;

Thence South $01^{\circ}25'30''$ West, 417.42 feet to the South line of said Section 21;

Thence North $89^{\circ}34'$ West, 208.74 feet along said South line of Section 21 to the TRUE POINT OF BEGINNING.

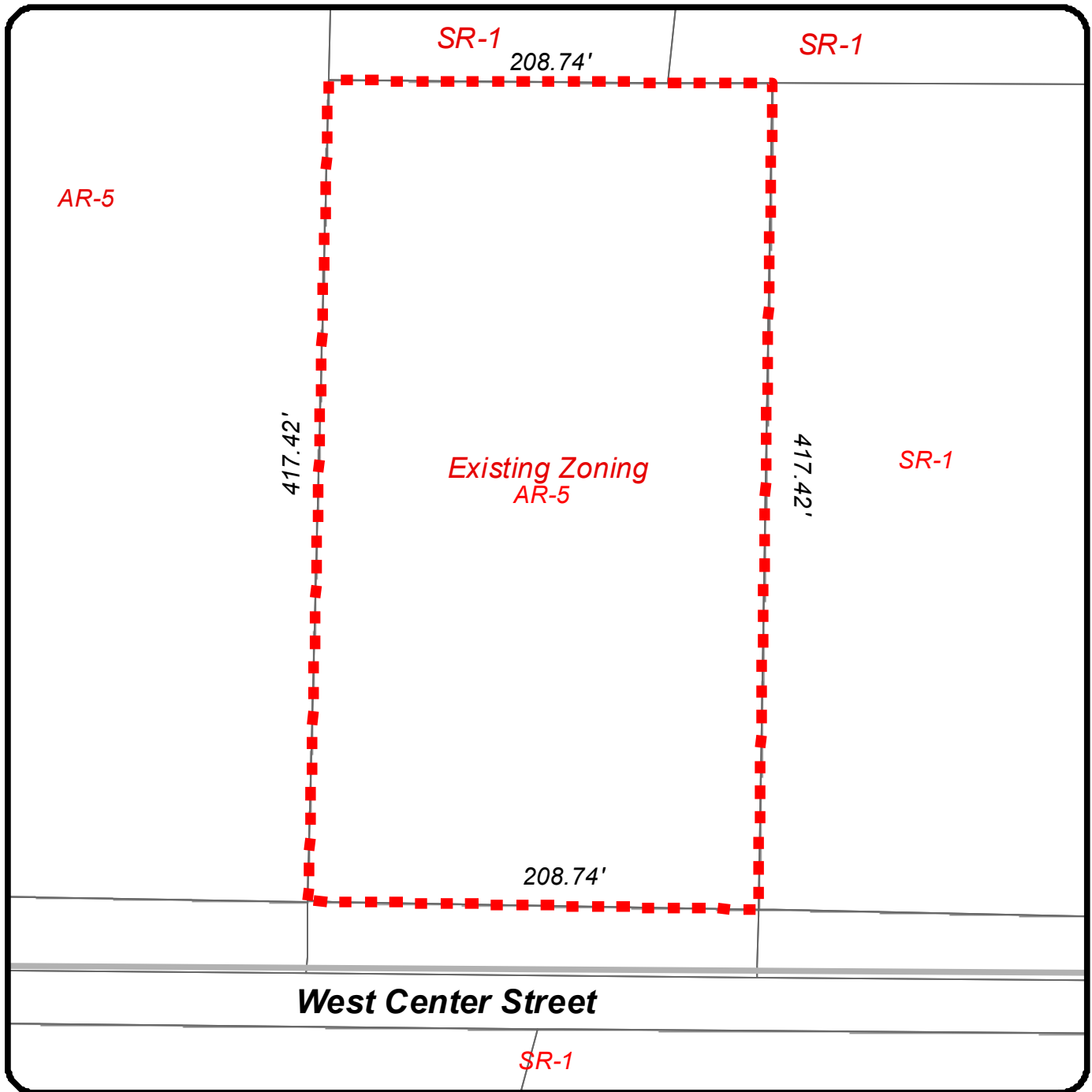
EXCEPT that portion dedication to the Town of Chino Valley by instrument recorded in Book 3292 of Official Records, page 55.

EXHIBIT 2
TO
ORDINANCE 2019-872

[Zoning Exhibit]

See following page.

Zoning Exhibit 2



Z19-000007: Laster

■ ■ ■ Subject Property

Applicant: Barbara Laster

Request: Rezone 2.05 acres from AR5 zoning district to SR-1 zoning district.

Location: 1370 W Center Street Chino Valley, AZ 86323

APN: 306-21-010T



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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 09/24/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1176, approving the Intergovernmental Agreement (IGA) between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2019-2020 financial contribution of \$145,000 from the District to the Town for flood control improvements. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Adopt Resolution No. 2019-1176, approving the IGA between the Town of Chino Valley and the Yavapai County Flood Control District for Fiscal Year 2019-2020 financial contribution of \$145,000 from the District to the Town for flood control improvements.

SITUATION AND ANALYSIS:

Each year the Town must enter into an IGA with Yavapai County Flood Control District to receive a yearly allocation of funds for approved flood control projects. The project for FY 19/20 is the Road 3 North Channel Rebuild and the design of the Cemetery Draw Drainage Improvements.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5515
Available: \$145,000
Funding Source:
 Funds to come from the Capital Improvements budget line for Yavapai Drainage Projects.

Attachments

RES 2019-1146, IGA

RESOLUTION NO. 2019-1146

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FLOOD CONTROL DISTRICT.

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

SECTION 1. The Intergovernmental Agreement with the Yavapai County Flood Control District (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of September, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1146 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 24, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1146

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF CHINO VALLEY FOR THE FISCAL YEAR 2019-2020 FINANCIAL CONTRIBUTION FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF CHINO VALLEY, FOR THE FISCAL YEAR 2019-2020 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the “Agreement”) is entered into, effective this 21st day of August, 2019 between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the “DISTRICT”), and the Town of Chino Valley, Arizona, a municipal corporation of the State of Arizona (the “TOWN”). The District and the Town are sometimes collectively referred to as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS:

- A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.
- B. The DISTRICT administers the Federal Emergency Management Agency (“FEMA”) Regulations under the National Flood Insurance Program.
- C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.
- D. A portion of the TOWN lies within the legal boundaries of the DISTRICT.
- E. The DISTRICT, the TOWN, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.
- F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes (“A.R.S.”) §§11-952, 48-3603, and 9-240, and TOWN’s Code.
- G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.

- H. Under the budgeting process for the DISTRICT, a category of “Contributions” (hereinafter “Funds”) has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.
- I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.
- J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.
- K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by developing one or more of the following projects within the Incorporated limits of the TOWN (hereinafter the “Project”):
 - 1. Appaloosa Meadows Bank Stabilization
 - 2. Road 2 North Drainage Design
 - 3. Flood Relief Project at Chino Meadows 2 and Cemetery Draw
- L. The TOWN desires to receive DISTRICT Funds for the 2019-2020 fiscal year to be used for its Project.
- M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed One-Hundred Forty-Five Thousand Dollars (\$145,000) for fiscal year 2019-2020 which begins on July 1, 2019.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN’s Project. Such funding for fiscal year 2019-2020 shall not exceed One-Hundred Forty-Five Thousand Dollars (\$145,000).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

- A. The completion of the Project as determined by the TOWN;

- B. The exhaustion of the Funds allocated to the TOWN for the Project;
- C. The end of the fiscal year 2019-2020; or
- D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The TOWN shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2019-2020.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2020 (for work completed in fiscal year 2019-2020).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN in fiscal year 2019-2020 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2020.

C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.
2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Town, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

- A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF CHINO VALLEY
Cecilia Grittmann, Town Manager
202 N. State Route 89
Chino Valley, AZ 86323

DISTRICT
Yavapai County Flood Control District Director
1120 Commerce Drive
Prescott, AZ 86305

- B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.
- C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.
- D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work

under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter “Laws”) applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

TOWN OF CHINO VALLEY

Randall Garrison, Chairman Date
Board of Directors
Yavapai County Flood Control District

Darryl Croft, Mayor Date
Town of Chino Valley

ATTEST:

Kim Kapin Date
Clerk of the Board of Directors

Jami Lewis, Town Clerk Date
Town of Chino Valley

DETERMINATIONS OF COUNSEL
FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CHINO VALLEY

FOR THE FISCAL YEAR 2019-2020 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney Town of Chino Valley. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Town of Chino Valley.

Attorney	Date
Town of Chino Valley	

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney	Date
Flood Control District	

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. c.

Meeting Date: 09/24/2019
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action
Estimated length of staff presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Town Vehicle Use Policy #465, revisions dated September 24, 2019. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the revised Town Vehicle Use Policy #465, dated September 24, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

SITUATION AND ANALYSIS:

It has been approximately 17 years since this policy has been updated. The HR Department sent out a request to its Arizona HR Network Group and requested other public entities share their existing Vehicle Use Policies. We did this to ensure we were not changing any part of our policy that would be out of line with other like entities.

The provisions of this policy apply to all Town employees and elected officials. The assignment of all department vehicles is based upon job description and department need. Department Heads who have vehicles available for work purposes may assign such vehicles in a manner consistent with department workload and employee function. Town Vehicles and equipment shall only be used for official Town business; personal use is prohibited:

Primary changes to the policy include the following:

- Clarifies driver's license requirements and experience;
- Notifies staff the Town reserves the right to utilize vehicle tracking on all Town owned, leased or rented vehicles, to help ensure the vehicles are used according to Town policy and as efficiently as possible;
- Reiterates the responsibility, of all employees driving a Town vehicle, to obey all applicable traffic and parking regulations, ordinance and laws;
- Clarifies the take home vehicle policy;
- Outlines the Internal Revenue Code for personal use of business vehicles as a taxable fringe benefit;

and

- Includes new state and local laws pertaining to the use of portable communication and electronic devices;

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Town Vehicle Use Policy No. 465

TOWN VEHICLE USE

I. PURPOSE:

To establish policies and procedures for appropriate use of Town-owned vehicles. For the purpose of these policies, “vehicles” include equipment.

II. SCOPE:

This policy applies to all Town employees, including elected officials.

III. POLICY AND GUIDELINES:

- A. Assignment of Vehicles. The assignment of all department vehicles is based upon job description and department need. Department Heads who have vehicles available for work purposes may assign such vehicles in a manner consistent with department workload and employee function.
- B. Restricted to Business Use. Town vehicles and equipment shall be used only for official Town business; personal use is prohibited.
- C. Driving Experience Requirements. All employees operating Town vehicles shall provide, upon request, their past three (3) years driving history. Driving history shall be updated annually. Copies of each employee’s driver’s license(s) and driving records shall be maintained by the Human Resources Department.
- D. Driver’s License Requirement. All employees of the Town who operate a Town vehicle shall have a valid Arizona driver’s license, with a classification appropriate for the type of vehicle they are operating. Employees shall ensure their licenses remain in effect during the course of their employment with the Town. An employee with only an out-of-state driver’s license shall not be permitted to operate Town vehicles until a valid Arizona license is obtained.
- E. Vehicle Tracking. The Town reserves the right to utilize Global Positioning Satellite (GPS) technology on all Town-owned, leased or rented vehicles, to be used as a tool to help ensure the vehicles are used in according to Town policy and as efficiently as possible. The Town Manager will be notified of all GPS installations on Town vehicles. The Town Manager or designee(s) shall be provided with access to monitor information obtained from the GPS. Vehicle operators shall not attempt to disable or otherwise tamper with GPS tracking mechanisms, cameras or other monitoring devices installed on Town vehicles.

- F. Use of Town Vehicles. Employees driving vehicles shall obey all applicable traffic and parking regulations, ordinances and laws.
1. Employees who incur parking or other fines in Town vehicles shall be personally responsible for payment of such fines.
 2. Employees who are issued citations for any offense while using a Town vehicle must notify their supervisors immediately. Employees involved in an accident may be required to submit to a test for drugs or alcohol. Such tests will be conducted in accordance with Town policies and procedures.
 3. An employee who has his or her license suspended or revoked shall immediately inform his or her supervisor and shall not be allowed to operate Town vehicles until driving privileges are restored.
 4. Employees involved in an accident while operating a Town vehicle shall report it immediately to their supervisors.

No employee shall use a vehicle for out-of-state business travel without advance, written approval from the employee's Department Head.

- G. Take Home Vehicles. It is the policy of the Town that certain positions require employee access to vehicles on a 24-hour basis. A request for an assignment of a Town vehicle to an employee for 24-hour non-personal use shall be made in writing by the Department Head to the Town Manager or designee, and will only be considered for employees who require a vehicle for their job functions. The following are permissible reasons for allowing take-home vehicles:
1. Designated on-call status.
 2. Frequent after hours or emergency availability.
 3. Work at a time that occurs outside of normal business hours. The employee must arrive at the destination very early in the morning, or arrive home late at night.
 4. Daily and extensive field work where use of the vehicle will significantly reduce travel time and distance in the completion of assigned duties.
 5. Use is necessary to the successful completion of a task.
 6. Other reasons as determined by the Town Manager.

Vehicle use is limited to travel to and from the employee's residence and place of work. The vehicle should be driven over the most direct route, taking into account road and traffic conditions. Personal use is strictly prohibited.

"De minimis" use by an employee during the normal commute to and from work or to an assigned jobsite shall not be considered personal use. "De minimis" use may include short stops in a Town vehicle at a grocery store, bank, or similar stops when performed during the normal commute to and from work or to an assigned jobsite.

The use of a take-home vehicle must be directly related to the employee's current duties and responsibilities. Department Heads shall review the continued necessity for any take-home vehicle, on an annual basis. The Town Manager may take away the use of any take-home vehicle at any time with or without notice.

- H. Town Vehicles Parked at Residence. Official use of Town vehicles shall include parking police department vehicles at the officer's residence. Employees who are assigned take-home vehicles are expected to park such vehicles in safe locations. All employees who are assigned take-home vehicles shall ensure that the vehicles are made available for department use during any absence from normal Town duties, such as during leave, travel, or training. In no case shall a Town vehicle be kept at an employee's residence while an employee is on an extended absence from duty.
- I. Responsibility for Taxes. Employees shall be responsible for any taxes due pursuant to the Internal Revenue Code (IRC) for personal use of business vehicles as a taxable fringe benefit for the employee.
 - 1. Under this rule, the value of a vehicle provided to an employee for commuting use is calculated by multiplying each one-way commute (that is, from home to work or from work to home) by \$1.50. This amount, which normally calculates to \$3.00 per day, must be included in the employee's wages or be reimbursed by the employee.
 - 2. For Town vehicles that are not exempt per IRS rules, the employee must report each one-way commute per day through the employee's Town timesheet. Amounts included in an employee's wages will be included in the employee's W-2 form for the end of the year.
 - 3. It is the sole responsibility of the employee to determine (i) if there are any tax implications associated with a take-home vehicle and (ii) the record keeping requirements.
 - 4. Exempt Vehicles: The IRS allows exemptions from recordkeeping and

taxation requirements when employees use the following vehicles for commuting:

- (i) Clearly marked police, fire and public safety vehicles
- (ii) Unmarked law enforcement vehicles when used for authorized purposes and operated by a full-time law enforcement officer
- (iii) Cargo carrier with over a 14,000 pound capacity
- (iv) Delivery truck with seating only for the driver or only for the driver plus a folding jump seat
- (v) Bucket trucks, cement mixers, combines, cranes and derricks, dump trucks (including garbage trucks), flatbed trucks, forklifts, qualified moving vans, qualified specialized utility repair trucks, and refrigerated trucks. Vans and pickup trucks are taxable unless specially modified so that personal use is unlikely (e.g., a van that has only a front bench for seating, its cargo area filled with permanent shelving and a painted insignia).

- J. Seatbelt Requirement. All employees who drive or are passengers in Town vehicles are required to wear seatbelts in the manner required by law at all times that the vehicle is being operated.
- K. Portable Communication and Electronic Devices. All employees who drive a Town vehicle shall abide by all state and local laws and codes pertaining to the use of portable communication and electronic devices. No person shall use a mobile communication device while operating a motor vehicle upon a street or highway in a manner that is not in compliance with state and local laws and codes.
- L. Certain Passengers Prohibited in Town Vehicles. Only Town employees or those authorized by the Town Manager or Department Heads may accompany Town employees in Town vehicles on official Town business.
- M. Alcohol and Tobacco Prohibitions. Employees shall not:
 - 1. Operate a vehicle under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
 - 2. Transport alcoholic beverages or illegal drugs when driving a Town vehicle. This prohibition shall not apply to alcoholic beverages or illegal drugs seized as part of a law enforcement investigation, but only for such time as necessary to transport such items to a location for evidence storage or for destruction.

3. Use any tobacco products, including but not limited to regular cigarettes, electronic cigarettes and chewing tobacco, in any Town vehicle.
- N. Disciplinary Action. Violation of these rules can result in disciplinary action up to and including dismissal and repayment to the Town of misspent or misused Town resources.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. d.

Meeting Date: 09/24/2019
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action-Presentation
Estimated length of staff presentation: 20 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Grievances and Appeals Policy # 805, revisions dated September 24, 2019. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the revised Grievances and Appeals Policy #805, dated September 24, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

SITUATION AND ANALYSIS:

While the current process for Grievances and Appeals was established for regular employees to provide a just, and equitable method for resolution of certain complaints, problems and/or concerns, it is a process that has proven to be cumbersome and inefficient. It also requires that we select regular active staff to participate in judging personnel issues of coworkers, if a grievance is appealed up to a certain level in the process.

The new proposed process will continue to provide regular employees with a just and equitable method to resolve complaints, problems and concerns, but will be done in a way that is effective and ensure regular employees are provided sufficient due process rights in a more efficient manner.

The current and proposed policies are both designed to achieve the same things, which include settling disagreements, provide orderly procedures to handle grievances, quick resolution, correct and/or remedy the cause of grievances while preventing future complaints, provide open communication at all levels of supervision, reduce the numbers of grievances and provide a harmonious relationship between employees and supervisors.

A comparison between the current policy and proposed policy are attached to your packet in a Power Point Presentation.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Grievance and Appeals PPP

Proposed Grievance and Appeals Policy

Town of Chino Valley Personnel Policy and Administrative Guideline Manual: Grievance and Appeals Policy #805

Integrity . Teamwork . Respectful Communication . Service . Leadership . Innovation



Overview:

- While the current process for Grievances and Appeals was established for regular employees to provide a just and equitable method for resolution of certain complaints, problems and/or concerns, it is a process that has proven to be cumbersome and inefficient. It also requires that we select regular active staff to participate in judging personnel issues of co-workers, if a grievance is appealed up to a certain level in the process.
- The new proposed process will continue to provide regular employees with a just and equitable method to resolve complaints, problems and concerns, but will be done in a way that is effective and ensure regular employees are provided sufficient due process rights in a more efficient manner.
- The current and proposed policies are both designed to achieve the same things, which include settling disagreements, provide orderly procedures to handle grievances, quick resolution, correct and/or remedy the cause of grievances while preventing future complaints, provide open communication at all levels of supervision, reduce the numbers of grievances and provide a harmonious relationship between employees and supervisors.



Primary changes to the policy include the following:

Current:	Proposed:
• The current policy requires all matters run through the grievance procedure and only certain matters can continue on to the appeal procedure.	• The proposed policy is different in that the grievance and appeals are distinctly separate mechanisms utilized by the Town. • The grievance procedure is used to resolve problems, complaints, concerns and questions raised by regular employees; • The appeal procedure is reserved for matters involving termination, demotion, suspensions without pay, reductions in pay in lieu of suspension, or an act or omission on the part of the Town for which a regular employee could bring a claim against the Town for the alleged violation of the Arizona Employment Protection Act.



Primary changes to the policy include the following: (cont. 1)

Current:	Proposed:
The current policy distinguishes between "informal" and "formal" grievable actions.	The proposed policy now states that all "informal grievances" will now become "grievable actions" and all "formal grievances" become "appealable actions".



Primary changes to the policy include the following: (cont. 2)

Current:	Proposed:
• The current policy distinguishes between informal and formal grievable actions. • Informal grievances are handled through the HR Director, who investigates the matter and renders a final disposition which is final and binding. • Formal grievances are initially submitted through the HR Director. If the employee is dissatisfied with the disposition recommended, then the matter can be submitted to an Appeal Committee, through the HR Director. The Appeals committee is comprised of active regular employees.	• The proposed policy offers a grievance process which involves the following: • Informal discussion which begins with the immediate supervisor (First Level), and may escalate to the Department Head (Second Level) if the matter is not resolved. The final review will be at the Town Manager level through the Human Resources Director. • The Town Manager or designee will render a final decision. Grievances may not be appealed to an Independent Hearing Officer. • Each circumstance will escalate to the next level if an acceptable solution cannot be agreed upon. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision.



Primary changes to the policy include the following: (cont. 3)

Current:	Proposed:
• The current appeal process involves establishing an Appeal Committee comprised of three regular active employees who are appointed by the Town Manager. • The Appeal Committee is presented with evidence, testimony and sworn witnesses through a hearing process. • The Appeal Committee renders a decision; if all parties agree with the decision and recommendations, they shall become binding. • At the election of the employee, hearings before the Appeal Committee may be conducted in public.	• The proposed policy involves an appeal method whereby appeals are submitted in writing to the HR Director, who then notifies the Town Manager and an Independent Hearing Officer. • The Town shall establish a list of at least three attorneys who are licensed and in good standing with the State Bar of AZ and have at least five year of experience and knowledge or municipal law and/or employment law. • The Independent Hearing Officer duties and authority shall consist of pre-hearing duties and presiding over the hearing. • The Independent Hearing Officer will be presented with evidence, testimony and sworn witnesses through the hearing process. • Hearings will be closed unless the appellant requests an open public hearing.



Primary changes to the policy include the following: (cont. 4)

Current:	Proposed:
• Current grievances are processed until a) the employee is satisfied, b) the employees fails to comply with the requirements of the grievance or appeals policy, or c) until the rights of appeal have been exhausted. • Once grievance and appeals are concluded, the matter is no longer subject to further review unless one of the parties proceeds in accordance with the Town's Personnel Policy and Administration Guidelines concerning binding arbitration.	• The proposed appeal process involves having the Independent Hearing Officer submit findings and recommendations to the Town Manager. • The Town Manager or designee will review the findings and recommendations of the Independent Hearing Officer, and inform the appellant of the decision, which will be final. • In both the grievance and appeal process, the Town Manager's decision is final. The determination is just at different stages for each process. • At the end of the formal grievance process (which does not include a right to appeal to the Independent Hearing Officer), and • After a recommendation from the Independent Hearing Officer in the appeal process.



Recommended Action:

Approve the revised Grievance and Appeals Policy #805, dated September 24, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.



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GRIEVANCES AND APPEALS

I. PURPOSE:

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

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

II. POLICY:

It is the policy of the Town:

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

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

III. GRIEVABLE ACTIONS:

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

IV. NON-GRIEVABLE ACTIONS:

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

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

V. GRIEVANCE PROCEDURES:

A. Informal Grievance Procedure:

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

B. Formal Grievance Procedure:

- 1. First Level of Review:

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

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

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

3. Town Manager Review

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

VI. APPEAL TO THE PERSONNEL HEARING OFFICER

A. Right to Appeal

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

B. Methods of Appeal

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

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

C. Independent Hearing Officer

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

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

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

D. Pre-hearing Procedures:

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

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

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

E. Hearings

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

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

F. Findings and Recommendations

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

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