



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, NOVEMBER 12, 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**

- a. Presentation by Amber Stewart, Recruiting Assistant with the U.S. Census Bureau, regarding local jobs for the upcoming 2020 Census.

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. Comment regarding poor audio quality of some Town meeting videos.
- b. Questions regarding the benefits of the Old Home Manor Business Park project.

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. **p.5** Consideration and possible action to adopt Ordinance 2019-875 regarding clerical and technical corrections to Town Code and Unified Development Ordinance relating to property maintenance. (Andrew McGuire, Town Attorney)
- b. **p.11** Consideration and possible action to approve the October 22, 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. **p.21** Consideration and possible action to award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project.

- b. **p.101** Consideration and possible action to: (i) adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Chapter 114 Cable Television, Section 114.02 License Required; and adopting by reference new Chapter 117 Video Services relating to the regulation of video services by the Town and the licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services. (Andrew McGuire, Town Attorney)

Recommended Action: (i) Adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Section 114.02 License Required; and adopting by reference new Chapter 117 Video Services relating to the regulation and licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services.

8. EXECUTIVE SESSION

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential development agreement for Chino Meadows Subdivision. (Cecilia Gritman, Town Manager)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 7th day of November, 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: 11/12/2019
Contact Person: Andrew McGuire, Town Attorney
 Phone: 602-257-7664
Department: Town Attorney
Item Type: Consent
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance 2019-875 regarding clerical and technical corrections to Town Code and Unified Development Ordinance relating to property maintenance.

RECOMMENDED ACTION:

Approve Ordinance 2019-875.

SITUATION AND ANALYSIS:

The Town Council previously approved Ordinance 2019-862, adopting comprehensive changes to the Unified Development Ordinance and the Town Code relating to property maintenance. Following adoption, inconsistencies were identified between the new code provisions and the forms used to enforce the code provisions. To reconcile the processes, the forms were updated and additional changes were identified for the Town Code. Ordinance 2019-875 is intended to (i) accomplish the necessary reconciliation between the forms and the Town Code and (ii) restore a provision of the UDO that was erroneously deleted by Ordinance 2019-862.

Fiscal Impact

Attachments

ORD - 2019-875

ORDINANCE NO. 2019-875

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADDRESSING CLERICAL MATTERS IN ORDINANCE 2019-862, AMENDING THE CHINO VALLEY TOWN CODE TITLE VIII, HEALTH AND SAFETY, SECTION 84.08, ABATEMENT PROCEDURES, RELATING TO THE PROPERTY MAINTENANCE CODE, AND TITLE XV, LAND USAGE, CHAPTER 154, UNIFIED DEVELOPMENT CODE, SECTION 1.6.2, POWERS AND DUTIES, RELATING TO DUTY OF THE ZONING ADMINISTRATOR TO ADMINISTER DEVELOPMENT GUIDELINES.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") adopted Ordinance 2019-862, providing for a new property maintenance code for the Town of Chino Valley (the "Town"); and

WHEREAS, certain provisions of the Town Code modified by Ordinance 2019-862 require amendments to ensure consistency in enforcement and in application of timeframes for abatement of the violations thereunder; and

WHEREAS, Ordinance 2019-862 inadvertently deleted the provisions of the former paragraph 1.6.2(2) of the Town's Unified Development Ordinance relating to the duty of the Zoning administrator and Assistant Zoning Administrator to administer the Town's Development Guidelines; and

WHEREAS, the Town Council desires to make the necessary changes and corrections to the Town Code to address code enforcement and to restore the erroneously-deleted provisions.

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

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

Section 2. The Chino Valley Town Code Title VIII (Health and Safety), Section 84.08 (Abatement Procedures), Subsection A (Notice to Abate) is hereby amended as follows:

(A) *Notice to Abate.*

(1) If, after an inspection, the town finds one or more violations of this Title, and the town elects to use the abatement process, the town shall, in writing, notify the person in control of the property. ~~If the person in control is not the owner, notice shall be sent to the owner as shown on the most recent records of the Yavapai County Assessor's Office. Such notice shall be actual notice, as evidenced by a signed certified mail return receipt or affidavit of service.~~

(2) The notice to abate shall set forth the following information:

(a) The person in control has ~~30~~ 35 CALENDAR days from the DATE OF ~~mailing of~~ the notice to abate or correct the violation.

(b) Location of the property in violation by street address if known and, if ~~unknown~~, by LEGAL DESCRIPTION FROM A RECORDED SUBDIVISION PLAT OR BY book, map and parcel number.

(c) Statement of the violation(s) in sufficient detail to allow a reasonable person to identify and correct the violation(s).

(d) An estimate of the cost of abatement by the town plus 10% for the costs of inspection and other incidental costs associated with abating the nuisance.

(e) Re-inspection date and time.

(f) Name, address and telephone number of the town compliance agent who sent the notice to abate.

(g) A warning stating that if the violation is not corrected within ~~30~~ 35 days of the date of the notice, the town may abate the nuisance and assess the person in control the cost of such abatement and record a lien against the property for payment of the assessment.

(h) A statement that the person in control may appeal the abatement order in writing to the Town Council within ~~15~~ 20 CALENDAR days from the date of the notice.

~~(i) The 15 calendar day notice set forth in this section shall not apply to emergency abatements.~~

(3) The Town Manager may extend the time limits set forth in subsection (A)(~~12~~) of this section if the person in control demonstrates to the satisfaction of the Town Manager that complying with the notice of violation or notice to abate is a hardship and if the person in control agrees in writing to a schedule for correcting the violation bringing the property into compliance with the requirements of this title and complies with the schedule.

(4) The notice requirements set forth in this subsection (A) do not apply in an emergency abatement situation.

Section 3. The Chino Valley Town Code Title VIII (Health and Safety), Section 84.08 (Abatement Procedures), Subsection B (Service of Notices) is hereby amended as follows:

(B) *Service of notices.*

(1) Any notice required to be given under this section shall be accomplished by a compliance agent of the town delivering the notice to the person in control of the property, or by mailing the notice to the person in control by certified mail, return receipt requested. If the property owner is not the occupant or person in control, ~~a~~ duplicate notices shall be mailed to him or her by certified return receipt requested mail at his or

her last known address AND TO THE ADDRESS AS SHOWN ON THE MOST RECENT RECORDS OF THE YAVAPAI COUNTY ASSESSOR'S OFFICE, IF DIFFERENT.

(2) Notice is deemed effective on the date it is hand delivered or FIVE CALENDAR DAYS AFTER IT IS deposited in the United States mail.

(3) Nothing herein shall preclude the town from giving additional oral or written notice at its discretion. If the town elects to give additional notice in any instance, it shall not thereby become obligated to give such additional notice thereafter in the same or other situation.

Section 4. The Chino Valley Town Code Title VIII (Health and Safety), Section 84.08 (Abatement Procedures), Subsection G (Conflicting Provisions; Special Assessment), Paragraph 2 (Special Assessment Lien), Subparagraph (a), is hereby amended as follows:

(a) If the town is required to correct or abate a violation pursuant to this section, the town shall prepare a verified statement and account of the actual cost of such correction or abatement, including an additional 10% of the actual costs for inspection and other incidental costs incurred in connection with such correction or abatement. The verified statement and account shall be an assessment upon the property on which the town corrected or abated the violations and shall be collected at the same time and in the same manner as other town assessments are collected. Such assessment shall be recorded in the office of the Yavapai County Recorder and from the date of its recording shall be a lien on the property. Such lien shall be ~~subject to and inferior to the lien~~ PRIOR AND SUPERIOR TO ALL OTHER LIENS, OBLIGATIONS, MORTGAGES OR OTHER ENCUMBRANCES, EXCEPT LIENS for general taxes ~~and to all prior recorded mortgages~~. A sale of the property to satisfy a lien obtained under the provisions of this section shall be made upon judgment of foreclosure and order of sale. The town may institute an action to enforce the lien in the Yavapai County Superior Court at any time after the recording of the assessment. Failure to enforce the lien by such action shall not affect its validity. The recorded assessment shall be prima facie evidence of the truth of all matters recited therein and of the regularity of all proceedings prior to the recording thereof.

Section 5. The Chino Valley Town Code Title XV (Land Usage), Chapter 154 (Unified Development Code), Section 1.6 (Zoning Administrator and Assistant Zoning Administrator), Subsection 1.6.2 (Powers and Duties), is hereby amended as follows:

1.6.2 POWERS AND DUTIES

The Zoning Administrator and Assistant Zoning Administrator shall perform the following functions:

1. Enforce this Ordinance by ensuring that all activities, construction, and development within the Town are in conformance with the Town zoning regulations.
2. Accomplish all administrative tasks required by this Ordinance including receiving and processing applications for all persons requesting a rezone, use permit, plan review,

Zoning Administrator, appeal, or other action of the Commission, Board of Adjustment, or Town Council.

3. Subject to the policies of the Commission and Town Council, interpret this Ordinance to members of the public, Town departments, and other branches of government.

4. Serve as planning staff to Council and Commission, and, as necessary, attend meetings of these and other organizations and agencies.

5. ADMINISTER THE TOWN'S DEVELOPMENT GUIDELINES AS MAY BE ADOPTED FROM TIME TO TIME BY THE TOWN COUNCIL.

Section 6. 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 7. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12th day of November, 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 Ordinance No. 2019-875 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on November 12, 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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 11/12/2019

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 October 22, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the October 22, 2019, regular meeting minutes.

Attachments

October 22, 2019 minutes

DRAFT

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

**TUESDAY, OCTOBER 22, 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, October 22, 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

Absent: Councilmember Lon Turner

Staff Present: Town Manager Cecilia Gritman; Town Attorney Andrew McGuire (electronically); Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Police Officer (Sergeant-At-Arms) Michael Garcia; 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

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.

Ron Romley provided statistics on the 2019 Paulden Plunge and presented a \$1,309 check to the Town. He commended donors, which included the Town and Kiwanis Club of Prescott; as well as volunteers, which included the Paulden Foundation, Councilmember Best, and Town staff.

Chris Foley spoke about the poor audio quality of some Town meeting videos.

Ryan Roberts questioned the value of the industrial park project, citing concerns about traffic, assured water supply, increasing project costs, and needed studies to determine if the project would help the town.

4) **RESPONSE TO THE PUBLIC**

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

- a) Comments in opposition to the proposed Brook Apartments planned area development.

Mayor Croft reported that this topic was on the current agenda, at which time the Council would discuss it.

- b) Comments regarding proposed amendments to temporary sign regulations in the Unified Development Ordinance.

Mayor Croft reported that Council had a study session on October 15, at which they addressed the language for temporary signs and directed staff to amend the language and bring it back for further review at the November 19 study session. The item will go back to the Planning Commission and Town Council for final adoption. Staff hoped to accomplish this by year-end.

- c) Request for Council support of citizens' efforts to improve the Town's 9/11 Memorial at the Shooting Range.

Mayor Croft reported that the Town appreciated citizens' efforts to improve the 9/11 Memorial at the Shooting Range. Police Chief Wynn will be coordinating the effort and the Council will report on the progress.

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.

Councilmember Perkins reported that the Chino Valley boys' and girls' soccer teams were both vying for State championships and she encouraged community support.

Councilmember Kelly reported on an upcoming ADOT hearing regarding the flags that are flown along State Route 89. Town Manager Gritman stated that she did not believe it would be a public meeting.

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

Ms. Grittmann reported on:

- The Clerk's Office accepting applications for Planning and Zoning Commission and Municipal Property Corporation through October 30.
- A Council study session on October 29.
- A thank you letter to the Town from the Chino Valley Pickleball Association.
- A thank you letter from Jeff Frohock regarding the Town's community theater.

- c) Recognition of Outstanding Customer Service by Town employees.

Town Manager Grittmann recognized Kathy Parker, nominated by Richard Coley, for her outstanding customer service in the Court.

- d) Report regarding building permit and code compliance statistics, and Unified Development Ordinance updates. (Joshua Cook, Development Services Director)

Joshua Cook reported on the last quarter statistics regarding residential, commercial, and sign permits, project valuations, citations, code cases, neighborhood meetings, UDO updates, and land use matters.

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items 6(a), (b), (c), (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

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to authorize the project's Design-Build team to proceed with construction documents for the Memory Park Restrooms and Utilities Shop Building. (Frank Marbury, Public Works Director/Town Engineer)
- b) Consideration and possible action to adopt Resolution No. 2019-1147, approving the Intergovernmental Agreement (IGA) for Interpreting Services between the Town of Chino Valley and the Yavapai County Superior Court from July 1, 2019 to June 30, 2021, in an amount of \$40/hour and \$0.445 per mile. (Ronda Apolinar, Court Administrator)
- c) Consideration and possible action to adopt Resolution No. 2019-1149, authorizing staff to apply for a rural broadband grant from the Arizona Commerce Authority, in the amount of \$50,000 with a 10% match equaling \$5,000. Funds for the match to come from General Fund Contingency. (Maggie Tidaback, Economic Development Project Manager)
- d) Consideration and possible action to approve Financial Report for the three months ending September 30, 2019. (Joe Duffy, Finance Director)

- e) Consideration and possible action to approve the October 8, 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 rezone approximately 6.85 acres of real property from the MR-1 (Multi-Family Residential 1-acre minimum) zoning district to the MR-1 PAD (Multi-Family Residential 1-acre minimum) zoning district with a Planned Area Development Overlay. The project proposes 152 units in four (4) stepped 2 to 3 story structures. The property is generally located 1,400 feet west of State Route 89 and 620 feet south with Assessor Parcel Number: 306-23-024C. (Joshua Cook, Development Service Director)

Recommended Action: adopt Ordinance 2019-873 rezoning approximately 6.85 acres of real property from the MR-1 (Multi-Family Residential - 1 acre minimum) zoning district to the MR-1 PAD (Multi-Family Residential - 1 acre minimum) zoning district with a Planned Area Development Overlay with its associated development plan with the following conditions:

1. The project shall substantially conform to the site plan, landscaping plan, conceptual building elevations and other exhibits provided by the applicant, as modified by staff's recommended conditions contained herein.
2. Developer shall provide a 54 inch high CMU block wall along the south property line. Developer shall align and reinforce existing fence along the west property line per prior discussions with Mrs. Kris Foley.
3. Depths of flows over onsite and offsite streets shall not exceed one foot to allow passage of emergency vehicles. The standard applies to both public and private streets.
4. One five-foot concrete pedestrian sidewalk (onsite and offsite from project going north to Road 2 North within the existing Hawks Nest right-of-way) shall be constructed by Developer prior to issuance of any certificate of occupancy related to the property.
5. Hawks Nest Trail shall be constructed to commercial standards (28' roadway width, with curb and gutter, and a five -foot concrete sidewalk on one side with associated ramps and other devices). The roadway design and associated curb profile may be adjusted as needed to accommodate storm water by utilizing low water crossing; provided, final design shall be approved by the Town Engineer. Town to provide full support for a reimbursement agreement with owners of Heritage Place commercial subdivision relating to reimbursement by owners of lots within the Heritage Place commercial subdivision to Developer for costs incurred to construct Hawks Nest Trail improvements to commercial standards.
6. Intersection improvements at Hawk's Nest Trail and Road 2 North shall be constructed in accordance with the existing traffic study match road construction type and materials existing on similar improved segments (widened road, curb, gutter and sidewalk) of west Road 2 North. Final design of the intersection improvements shall be approved by the Town Engineer.
7. Water and sewer mains on Road 2 North through the Hawks Nest intersection shall be 12 inches in diameter. Town will provide support for a line extension agreement which causes reimbursement to Developer for installation of the 12 inch lines from future

hook-ups of property benefiting from the up-sized water and sewer lines. Alternatively, the Town may directly reimburse Developer for the cost of up-sizing of the lines from 8 inches to 12 inches in diameter.

Mr. Cook presented on this item:

- *Project history:* In 2006, the Council approved an ordinance for MR-1 and SR-2 blended zoning and later that year, the blended zoning was split into two separate parcels. A similar development request for an MR-1 PAD overlay for increased density was denied by the Planning and Zoning in 2017. Consequently, the applicant withdrew the application before Town Council review.
- *Current situation:* The property's General Plan designation was commercial multi-family residential and it was located within the potential community core. Mr. Cook reviewed the surrounding subdivisions, developments and zoning designations.
- *Proposed features:* Access to the property would be through Hawks Nest Trail and the Heritage Place subdivision. Mr. Cook reviewed the site plan, including setbacks, buildings and units, elevations and architectural elements of the buildings, and amenities. He added that the applicant was also amenable to including a dog park.
- *Comparison of MR-1 code standards and proposal:* Mr. Cook explained that lot coverage excluded paved areas, walks, and swimming pools.

MR-1 Code Standards	Proposed Standards
99 units / 14.5 dwelling units per acre	152 units / 22.5 dwelling units per acre
40% lot coverage	20% lot coverage with max. building height of 35 feet
20, 10, 10, and 20 feet setbacks	20, 100-165, 44-98, and 85 feet setbacks
144 trees and 115 shrubs in buffer zone	233 trees and 740 shrubs in buffer zone
	Block wall screening and repair existing property line fence
184 parking spaces	287 parking spaces

- *Similar developments:* Mr. Cook reviewed other proposed developments and densities in the Town which had been approved but had not yet been constructed.
- *Public participation:* All correspondence received from the community had been forwarded to the Planning and Zoning Commission ("Commission") and Town Council. Staff also provided an interpretation letter addressing issues brought up in letters. 21 residents attended the neighborhood meeting.
- *Recommendation:* The Commission recommended denial by a 4-3 vote. During the Commission meeting, several stipulations had been in draft form, but since that time, staff had finalized them. Staff recommended approval of the application with seven stipulations related to (i) conformance with the applicant's development plans as modified by staff's recommended conditions; (ii) block wall and reinforcement of existing fence; (ii) drainage flows; (iv) pedestrian sidewalk; (v) trail construction and reimbursement agreement; (vi) intersection improvement at Hawk's Nest Trail and Road 2 North; and (vii) water and sewer mains on Road 2 North and a line extension agreement.

Council asked about the following issues:

- *Hawk's Nest intersection:* Mr. Marbury spoke about a left turn lane from the road going into the apartments that would be based on a traffic impact analysis that may or may not have been completed. The developer's engineer confirmed that a traffic analysis had been completed for the previous 192 units and Mr. Marbury added that the Town had completed a study on all development in aggregate on both sides of Road 2 North. Chris Fergis, project architect, confirmed that the concrete walkway was fully accessible, and the path, to be constructed with decomposed granite, would be maintained and kept to accessibility standards.
- *Drainage basins:* Staff stated these were for water retention.
- *Lack of amenities for children:* Mr. Fergis explained there were insurance liability issues with playground areas and there were parks in close proximity of the development. The developer had offered to contribute to the park system to help improve the local parks and there were places within the buildings that had game rooms.
- *Wall height reduction:* Mr. Fergis was not clear why the owner had shortened the wall, but he did not believe a six-foot wall would be an issue. He did not think that the zoning required a wall to be in place, but it was put in for separation from neighboring properties. There would also be a large landscaping buffer in place.
- *Single ingress/egress:* Scott Freitag, Fire Chief, Central Arizona Fire and Medical Authority, explained that the project met the letter of the code, which allowed for a single ingress/egress location as long as all the buildings were sprinkled. Outside the code, there was concern from a service perspective, especially since entry went through another commercial residential property, which could create some future challenges. He was assured that the roadways would allow for emergency apparatus to maneuver throughout the property and they had ladders that would reach the top of a three-story building.
- *Water and fire protection other than sprinklers:* Mr. Marbury explained that the Town would be providing water and sewer and the Town had the capacity to meet the needs.
- *School buses space and pick up area:* Staff assured that if a fire truck could use the roads, a school bus could as well. The developer stated there was an area near the gazebo that would work for pickup needs and confirmed that school buses could maneuver the streets.

Public Comment:

Jean McFadzen spoke on behalf of 25 people from the Grove Lane area, who all opposed the proposal. She added that she had also submitted petitions from the surrounding area to the Town asking the Council to deny the proposal. Key points were:

- *Ordinance errors:* (i) the ordinance stated that the Commission recommended approval, which they did not; and (ii) the zoning label on the property to the east was designated as CH, but had previously been labeled CL/AR-5.
- *Commission recommendation:* The Commission had denied both applications.
- *Density:* The number of bedrooms had increased 10% from the previous application. Adding 300 plus people and 180 plus cars on seven acres next to a single-family residential one-acre neighborhood with 50 residents was a concern.
- *Inadequate buffer from neighbors:* The middle three-story portion had windows that looked directly down into Grove Lane and the landscape trees would take a while to grow to 30-feet. The four-foot wall would not provide protection or division.
- *Developer advertising:* In October, a website solicited potential tenants for the apartment complex that was coming soon. Later, a caveat was added that the project was under Town review. She objected to the advertisement without the necessary government

approval.

- *Lack of amenities for children and pets:* Bored kids caused trouble and the wall was not tall enough to keep them out of her neighborhood. There would be a lot of dogs and waste.
- *Emergency access:* There was concern about having adequate equipment to fight a fire on a three-story building.
- *Traffic and safety:* There was no statement as to who would pay for the new turn lane. Road 2 North would become more congested with traffic and have more accidents. School traffic would also increase and there would be no sidewalks to the school.
- *Location:* While she supported the proposed business park and apartments for its workers, and updating the Town's zoning, she did not believe this project fulfilled the General Plan and Strategic Plan visions. She believed a better place for apartments would be at Old Home Manor, close to the business park; and the project's tenants would not be employed or spend their money within the Town.

Chris Foley, resident, spoke about her address being used for the project, resulting in people harassing her, and asked that her address be removed. She also asked the Town to consider a turnaround for the congested water fill area when the apartment complex went in. Mayor Croft asked the Town Manager to get the address corrected and confirmed that the Town was working on improvements for the water fill station.

Yolanda Menellia, resident, questioned the subject property's zoning with so many residential homes down the road. She was concerned about congestion at the water fill station and the wall not being high enough due to lighting at the apartments, and she wanted to see how the road looked with a left turn lane. She also asked if the Town was going to allow everyone that wanted to divide their property to bring their acreage down to one acre. The Town should not be greedy and commercial uses should be in commercial areas.

Stacey Woodsum, resident, spoke about concerns regarding vehicle and pedestrian traffic.

Jim Capano, resident, questioned the Town offering reimbursement to the developer, as the developer should be held responsible for all the improvements such traffic lights, water, curbs, gutter, and sewer. He felt developers should pay for all improvements tied to new development.

Nick Sallee, resident, spoke about choosing his current home because there were no large buildings in the area and the proposed trees not being tall enough to hide the apartments.

MOVED by Vice-Mayor Jack Miller, seconded by Mayor Darryl Croft to adopt Ordinance 2019-873 zoning approximately 6.85 acres of real property from the MR-1 (Multi-Family Residential - 1 acre minimum) zoning district to the MR-1 PAD (Multi-Family Residential - 1 acre minimum) zoning district with a Planned Area Development Overlay with its associated development plan with the following conditions number 1 through 7.

Mr. Cook brought to Council's attention that the neighbors filed a legal protest and the Town Attorney could provide further information. Mayor Croft stated they could address that after the vote.

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

0 - 6 FAILED

Councilmembers stated their reasons for their vote:

Councilmember Perkins opposed the project due to location, density, increased traffic, the property not being compatible with the surrounding area, and lack of children and pet areas. The negative aspects outweighed the water and sewer revenue the Town would receive from the development. The Commission's denial should not be overturned based on staff's recommendation because the Commission served the community with a purpose by diligently reviewing requests.

Councilmember Mendoza spoke about this being a good learning opportunity for people purchasing property to research the surrounding property rights. While the owner could build a three story, 99-unit apartment, he opposed this project due to 159 units being excessive and preferring the Town's established limit.

Councilmember Best opposed the project due to the developer's lack of concern for children and pets.

Vice-Mayor Miller believed that 99 units was plenty.

Councilmember Kelly opposed the project due to what he had read and the response of the people he represented.

Mayor Croft opposed the project due to the density and height.

8) EXECUTIVE SESSION

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential development agreement for Chino Meadows Subdivision. (Cecilia Grittmann, Town Manager)

The executive session was not held.

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Cloyce Kelly, seconded by Vice-Mayor Jack Miller to adjourn the meeting at 7:17 p.m.

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

6 - 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 22nd day of October, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of November, 2019.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 11/12/2019
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project.

RECOMMENDED ACTION:

Award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project.

SITUATION AND ANALYSIS:

The Town put the Municipal Building signage project out for bid in August. Two bids were received. One from Fluoresco Services for \$864,264.91 and one from Signs Plus for \$141,148.85 including tax. Staff met with Signs Plus several times, adding, deleting, and modifying the desired signs.

During the study session on 10/29/19, Town Council was shown design photos of the signs and a discussion took place on where they would go and why it was important to have municipal building signs. In order for us to start branding our community. The Town needs to take action to bring a cultural identity, re-image who we are as a Town, create a cohesiveness and draw attention to our town. These signs will highlight that positive changes are occurring and differentiate us from our neighboring cities/towns. Importantly, these cohesive and attractive signs will naturally attract new residents and visitors as they see the positive changes taking place, which ultimately leads to a boost in the economy. I believe this will enhance the self-esteem of our Town, which enhances the quality of life we have to offer.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: Various
Available: 144,000.00
Funding Source:

The Fiscal Year 2019/2020 budget included the following amounts;

Facilities Maintenance 01-71-5439 \$30,000

Capital Improve Fund 05-90-5538 \$30,000

Capital Improve Fund OHM 05-90-5433 \$50,000

The balance not to exceed \$34,000 will be paid for from the contingency line item. 01-95-5600

Attachments

CSA - Training Concepts dba Signs Plus

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
TRAINING CONCEPTS INC.,
DBA SIGNS PLUS**

THIS CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made as of November 12, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the "Town") and Training Concepts Inc., an Arizona corporation, dba Signs Plus (the "Contractor").

RECITALS

A. The Town issued a Request for Proposals, "Municipal Facilities Signage Project" (the "RFP"), a copy of which is on file in the Town's Finance Office and incorporated herein by reference, seeking proposals from vendors for the design, construction and installation of signs for Town Facilities (the "Materials and Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for 120 days from the Notice to Proceed, but in no event later than March 31, 2020.

2. Scope of Work; Materials. Contractor shall provide the Materials and Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference. All Materials provided by Contractor shall be new.

3. Compensation. The Town shall pay Contractor an amount not to exceed \$144,000.00 for the Materials and Services at the rates set forth in the Fee Proposal attached hereto as part of Exhibit B.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Reference Standards. The Contractor shall perform the Services required in conformance with the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of award of this Agreement and the Uniform Standard Details for Public Works Construction,” current edition as of the date of award of this Agreement, each of which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) (collectively, the “MAG Specifications”) and incorporated herein by reference, and any amendments or supplements adopted by the Town. All traffic affected by the work under this Agreement shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the “Barricade Manual”), which is incorporated herein by reference; provided however, that this Agreement shall govern in a conflict with the terms of the Barricade Manual.

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

7. Inspection.

7.1 Site Inspection. Contractor must inform itself fully of the conditions relating to the Services and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all materials and labor necessary to carry out the provisions of this Agreement. Contractor affirms that it (A) has inspected the jobsite, (B) has thoroughly reviewed this Agreement and (C) is not relying on any opinions or representations of Town.

7.2 Final Inspection and Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials and/or Services failing to conform to the requirements of this Agreement will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring the Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30

calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Licenses. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, including, but not limited to, a right-of-way permit from the Town for any of the Services completed in the public right-of-way. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific Services set forth in this Agreement.

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

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Traffic Regulations. All traffic affected by the Services under this Agreement shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the Barricade Manual. The Contractor shall designate an employee who is well qualified and experienced in traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. The Town will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

12.1 Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the Town.

12.2 Traffic Control Devices. All traffic control devices required for the Work under this Agreement shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes.

12.3 Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Chino Valley Police Department. If the Services require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely.

12.4 Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Chino Valley officer to assist with spotting.

12.5 Traffic Alterations. During installation, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the work area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the work area shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

12.6 Adjacent Property Access. Where there is more than one point of access to a property, the Contractor shall not restrict more than one access at a time. Access to at least one driveway shall be maintained during non-working hours. The Contractor shall also provide for safe and adequate public pedestrian movement through and around the work area as needed.

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

14. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Contractor.

15. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from

and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

16. Insurance.

16.1 General.

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

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the

insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

16.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 0104 13 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20

10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

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

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

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

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

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

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

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

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

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

19. Suspension of Work.

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

19.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (B) for which a change order is executed.

20. Miscellaneous.

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

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

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

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

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

20.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting

this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

20.12 Offset.

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

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

20.13 Warranty. Contractor or its assignee shall give to the Town a one-year warranty against deficiencies in Materials and Services (or such longer period as may be

provided under warranties for Materials), which warranty shall begin on the date that the Town deems the Services completed. If at any time within one year after the Services are completed, any part of the Materials or Services furnished shall be or become defective due to defects in either the labor or Materials, or both, then the Contractor shall upon written notice from the Town immediately replace or repair such defective or non-conforming Materials or Services at no cost to the Town. Contractor further agrees to execute any special guarantees as required by law. Contractor shall require similar guarantees from all of its vendors and subcontractors. Contractor further agrees, upon written demand of the Town and during the course of the Services, to immediately re-execute, repair or replace any faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the Town's written demand, the Town shall have the right to have the Services and/or Materials re-executed, repaired or replaced, and to withhold from or back charge to Contractor all costs incurred thereby.

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

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

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

If to Contractor: Training Concepts Inc., dba Signs Plus
9200 East Valley Road
Prescott Valley, Arizona 86314
Attn: Chris Baxla, Account Manager

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

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

20.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Subsection 20.17 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 20.17 below. To the extent necessary for the Town to audit Records as set forth in this Subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

20.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-

approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

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

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

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

20.23 Cooperative Purchasing. This Agreement shall be for the use of the Town. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Contractor. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The Town shall not be responsible for any disputes arising out of transactions made by others.

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Contractor"

TRAINING CONCEPTS INC.,
an Arizona corporation, dba SIGNS PLUS

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
TRAINING CONCEPTS INC.,
DBA SIGNS PLUS

[Contractor's Proposal]

See following pages.



**Illuminated & Non-Illuminated Architectural Signage • Awnings
Canopies • Fascia • Neon • Outdoor Lighting • Flagpoles • Crane Service
STATEWIDE FROM PRESCOTT VALLEY & PHOENIX**

**Proposal to Town of Chino Valley
Municipal Facilities Signage Program**

Submitted by: Chris Baxla - Account Manager

A handwritten signature in black ink, appearing to be "Chris Baxla".

8-5-19

8-5-19

2507 West Villa Rita Drive, Phoenix, Arizona 85023 • (623) 780-1544



Licences and Registrations:

C-38 ROC # 109394

UL File number - E199854

DOT # 01782249

ASA Member.

Background, Experience, and Abilities

Who we are...

Signs Plus was established in 1993 and for the last 25 years has grown the company to include two manufacturing facilities located in Phoenix, and Prescott Valley, Arizona. We are an electric sign and imaging company that not only designs, fabricates, and installs custom electric sign projects, but also manages sign and imaging projects through Arizona and the United States.

Mission Statement

Signs Plus provides quality signage and imaging services that are value engineered and delivered on time by friendly, helpful and conscientious sign industry professionals. Our products include monument, pylon, and building signage, graphics, awnings, comprehensive site surveys, designs, municipal negotiations, project management, and detailed craftsmanship.

Experience

Signs Plus currently employs over 50 sign industry professionals. We have completed individual electric sign projects to roughly \$750k, and multi-location projects to \$1.3M. Currently we produce between \$7M-\$10M of electric sign projects annually scattered throughout the United States. These projects range from small cabinet signs on a storefront, 120' pylon signs, comprehensive wayfinding exterior sign packages, and everything in between.

Currently maintains a large fleet of installation equipment including two (2) 80' cranes, one (1) 65' crane, five (5) 45' bucket trucks cranes, three (3) scissor lifts, and other trucks/misc installation equipment.

Fabrication capabilities include three cnc routers, three 10'-12' industrial shears, two (2) accu-bend channel letter benders, two (2) state of the art paint booths equipped with AkzoNobel paint, 3M vinyl plotters, Digital printers, neon fabrication plant, welders, breaks, and all types of metal fabrication equipment.

Both of our manufacturing facilities have capabilities of large scale comprehensive electric sign manufacturing. Having two manufacturing facilities allows us quicker turn-around times, and less risk for the end user.

Signs Plus has 2 branches located in Arizona.

- a) The original branch is located at 9200 E Valley Rd, Prescott Valley, AZ 86314 and includes a fabrication warehouse, storage, and management offices. This facility is two buildings totalling 15,000 SF with a large gated Yard.
- b) Our second branch is located in Phoenix at 2507 W Villa Rita Dr, Phoenix, AZ 85023 and also includes a fabrication warehouse, storage yard, and management/sales offices. Currently, our Phoenix office serves as the company headquarters. This facility is a 22,500 SF building with a large gated yard.

References / experience:

Yavapai Regional Medical Center - West Campus

Monument and Wall Sign Package

Approximately \$120,000.00

Lee Fitchett - Engineering Director

1003 Willow Creek Rd, Prescott, AZ 86301

928-771-5777

Frontier Village

3 Monuments (45' each)

Approximately \$450,00.00

Yavapai-Prescott Indian Tribe

Commercial Realty Department

Heather Tippit

1841 E. Highway 69, Suite 114

Prescott, AZ 86301

Direct Line – 928.515.7232

Greenway Park Plaza

3222 East Greenway Road

Approximately \$250,000.00

AP Capital

Roy Weibe

480-405-3479

Completion photos are also included as appendix A

Vendor information sheet is included as appendix B



Key Positions at Signs Plus that will be involved in this project.

Chris Baxla - Account Manager - Over 30 years experience in the sign trade. Experience in fabrication, installations, digital, management, project management, and account management. Chris will oversee the project from start to end, and work directly with the town to ensure everything is being designed, made and installed exactly the way the town wants it to be.

Alex Logan - Art Director. 15 years design experience. Alex will be doing the final designs for all of the town signs, and making sure everything meets the standards of the town.

Jim Rieger - Project manager. 39 years in the sign trade. Experienced in fabrication and installation. Has been doing project management for the past 25 + years, with experience in hospitals, sports stadiums, airports, etc. Jim Will Manage the entire project. Jim will be responsible for ordering, scheduling, and making sure the project stays on schedule.

Chalk Saunders - Production Manager - 12 years experience in the sign trade. Experienced installer and fabricator. Chalk will oversee the production of the signs as well as all of the installation of each and every sign.

Neil Underhill - Shop Forman - 40 years experience in fabrication and production management. Neil oversees the safety program for the fabrication shop. Certified UL. Certified welder. Neil is to oversee the day to day operations of the sign fabrication.

Shaun Lundin - Lead Fabricator. 30 years experience in architectural and structural fabrication. Shaun will be the lead fabricator and working with 3 other journeyman fabricators. The will have a support staff of 10 additional fabricators, cnc operators, and painters to build all the signs for the town.

Cody Saunders - Lead Installer. 10 years experience in the sign trade. Experienced fabricator and installer. Certified welder. Certified crane operator. Certified rigger. Cody will be the lead installer on all the town signs.



Municipal Facilities Sign Project for the Town of Chino Valley Approach

I, Chris Baxla, took the initial ideas and samples and created what I feel would be a much longer lasting product and give the same overall idea the original designer was going for. I changed the trex deck to faux painted wood as it would not only last longer, it is less likely to break. I kept the rusted steel in the design. Aluminum is a material that does not rust, and will be coated with a state of the art AkzoNobel Grip-Gard polyurethane enamel finish that will continue to look great and last a long time. The steel is protected by its own rust layer which keeps the steel from further corrosion. I also incorporated in my design a way to change out the panels as needed.

I will attend the Kick off meeting with the town members to go over my design and refine it and make any necessary changes. I want to ensure the town is getting signs they will be happy with for many years to come. We will then take time to go over all the the install sites to make sure we are on the same page with which sign goes where, and make sure we know exactly where they are to be installed.

Once the designs are finalized and signed off on, and we get approval from the town to proceed I will sit down with our project manager, production manager, and shop foreman to go over the designs and make sure they do not have any questions. Then the fun part begins and we will start fabricating the towns new signs. Once the signs are mostly finished in the shop, the installs will begin to be scheduled. At which time we will blue stake all dig sites for utilities and make sure it is safe to excavate. Once those are all marked, me and the project manager will check all sites for any potential problems and address if needed. After we are clear to excavate, we will dig all the appropriate sized caisson holes, per ASA engineering specifications. If the town requires we will then schedule for them to all be inspected. Once they pass, it is time to set the structural steel in the concrete. During the excavation and caisson process, the signs will be getting their final assembled in the shop and checked off by quality control to make sure they are up to our high standards. While the concrete is curing for 3 days, at which point it reached 98% of its final strength, the project manager will be scheduling the actual sign installations. The installers will transport the signs to each location and set them over the steel with a crane and make sure they are level and plumb before the weld them in place. After they are welded, the signs will be closed up and cleaned off. The site will be cleaned up and the landscape will be leveled back as best as we possibly can.

After all of the signs have been installed, the project manager will call in a final inspection if the town requires it. Once the signs are inspected, or if an inspection is not required, I will personally meet with the town representatives and visit each site to ensure everyone is happy with the final product.

A brief description of the dates and milestones for the Municipal Facility Sign Project.

August 27th 2019 - Signs Plus is awarded the contract to build all 15 municipal building signs, and the alternate contract to build the 2 Old Home Manor monument signs.

September 3rd 2019 - Kick off meeting to discuss any changes if needed and discuss installation sites.

September 4th 2019 - Signs plus internal meeting to discuss project scope and design requirements.

September 13th 2019 - Submit applications and drawings for permitting.

September 21st 2019 - start fabrication.

October 26th 2019 - mark all sign locations and call in blue stake

November 2nd 2019 - schedule excavation, and have holes inspected

November 9th 2019 - begin sign installations.

November 30th 2019 - walk through to do final inspection of all signs with town representative.

December 1st 2019 -Project completed and closed out.

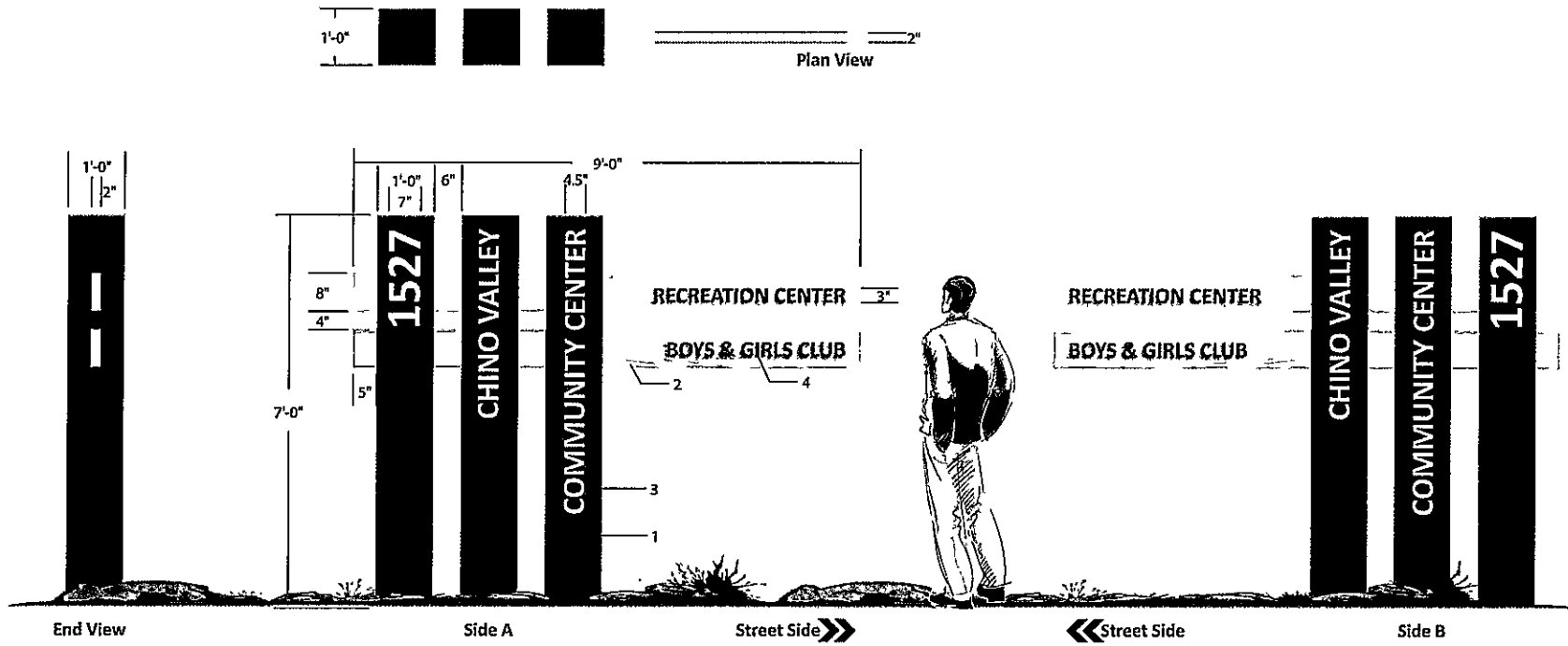
Alternate bid for Old Home Manor will add 7 weeks of fabrication time and 2 weeks of installation time. This would put the Project completion date at February 2nd 2019. These dates are tentative and subject to change. If the Alternate bid is required to be completed within a quicker time frame, signs plus will move resources to ensure the project is completed on time.

TOWN OF CHINO VALLEY

CONCEPTUAL SIGN PACKAGE



Chris Baxla
C - 623.640.0871
O - 623.780.1544
2507 W. Villa Rita Dr.
Phoenix, AZ 85023



A

**NON ILLUMINATED
SIGN DISPLAY**

Scale:
1/2" = 1'-0"

Manufacture one (1) non illuminated double sided monument display.

- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush

CUSTOMER APPROVAL	
BY _____	DATE _____
☐ W/O CHGS ☐ W/ CHGS	
LANDLORD APPROVAL	
BY _____	DATE _____
☐ W/O CHGS ☐ W/ CHGS	

Account Executive:
Chris Baxla
Designer:
AL
Design Number:
5175
Job Number:
DATE:
08/02/2019
SCALE:
AS NOTED
REVISIONS:

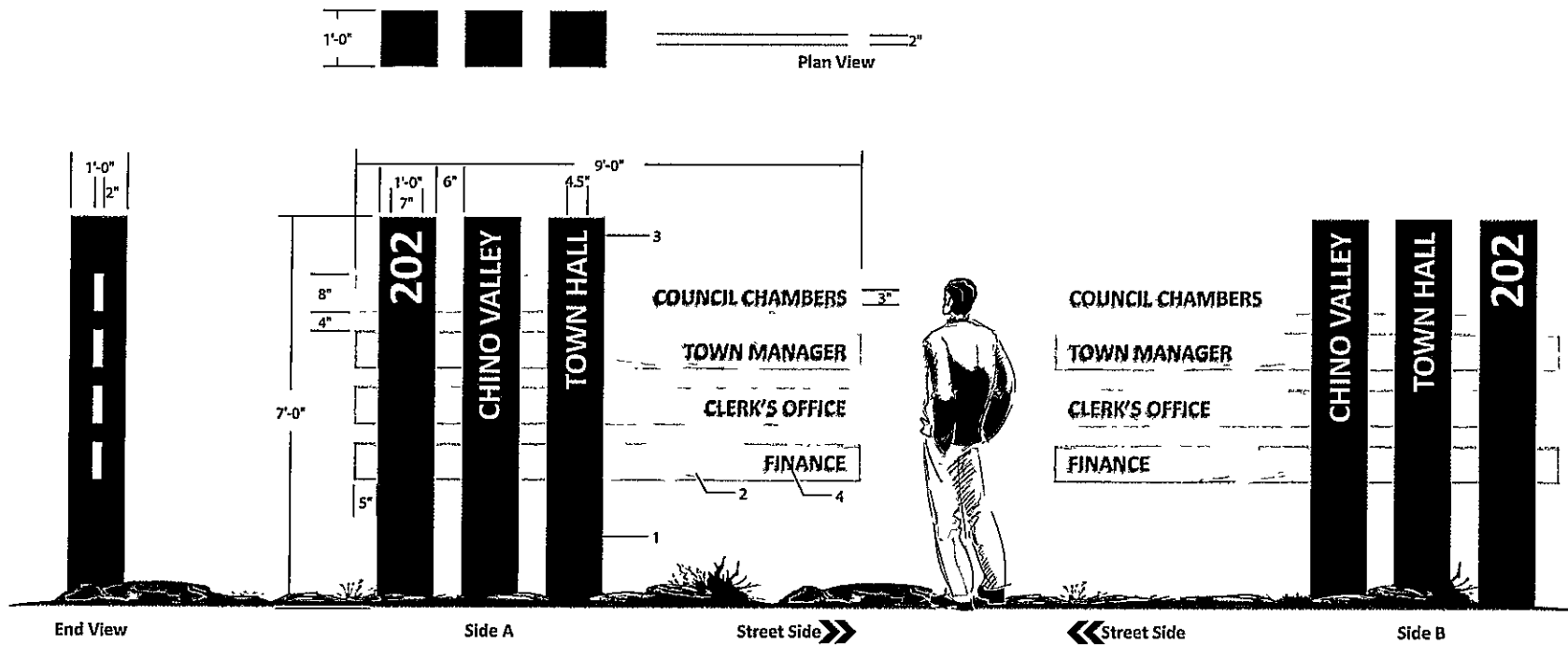
SHEET:
2 OF 8

PROJECT:
Town of Chino Valley

LOCATION:
202 S. State Route 89 Chino Valley Arizona 86323

LOCATIONS:
9200 Valley Rd. | 2507 W. Villa Rita Dr.
Prescott Valley, Phoenix, Arizona 86314
800-257-5095

SIGNS PLUS



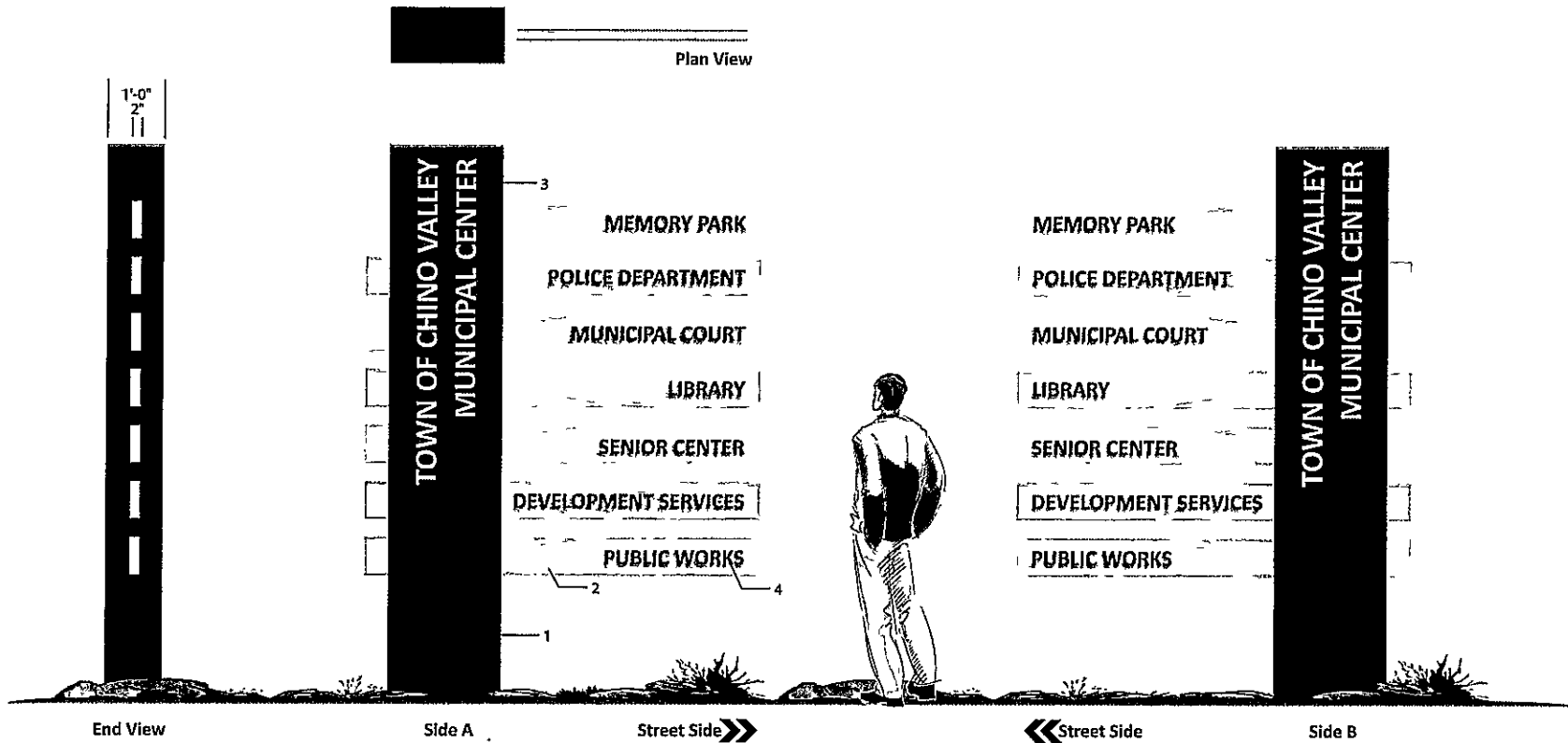
B NON ILLUMINATED
SIGN DISPLAY Scale:
1/2" = 1'-0"

Manufacture one (1) non illuminated double sided monument display.

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS

SHEET:
3 OF 8

PROJECT:	Town of Chino Valley
LOCATIONS:	9200 Valley Rd. 2507 W. Villa Rita Dr. Prescott Valley, Phoenix, Arizona 85023
LOCATION:	202 S. State Route 89 Chino Valley Arizona 85023
PHONE:	800-257-5095
Account Executive:	Chris Baxfo
Designer:	AL
Design Number:	5175
Job Number:	
DATE:	08/02/2019
SCALE:	AS NOTED
REVISIONS:	



C NON ILLUMINATED
SIGN DISPLAY

Scale:
1/2" = 1'-0"

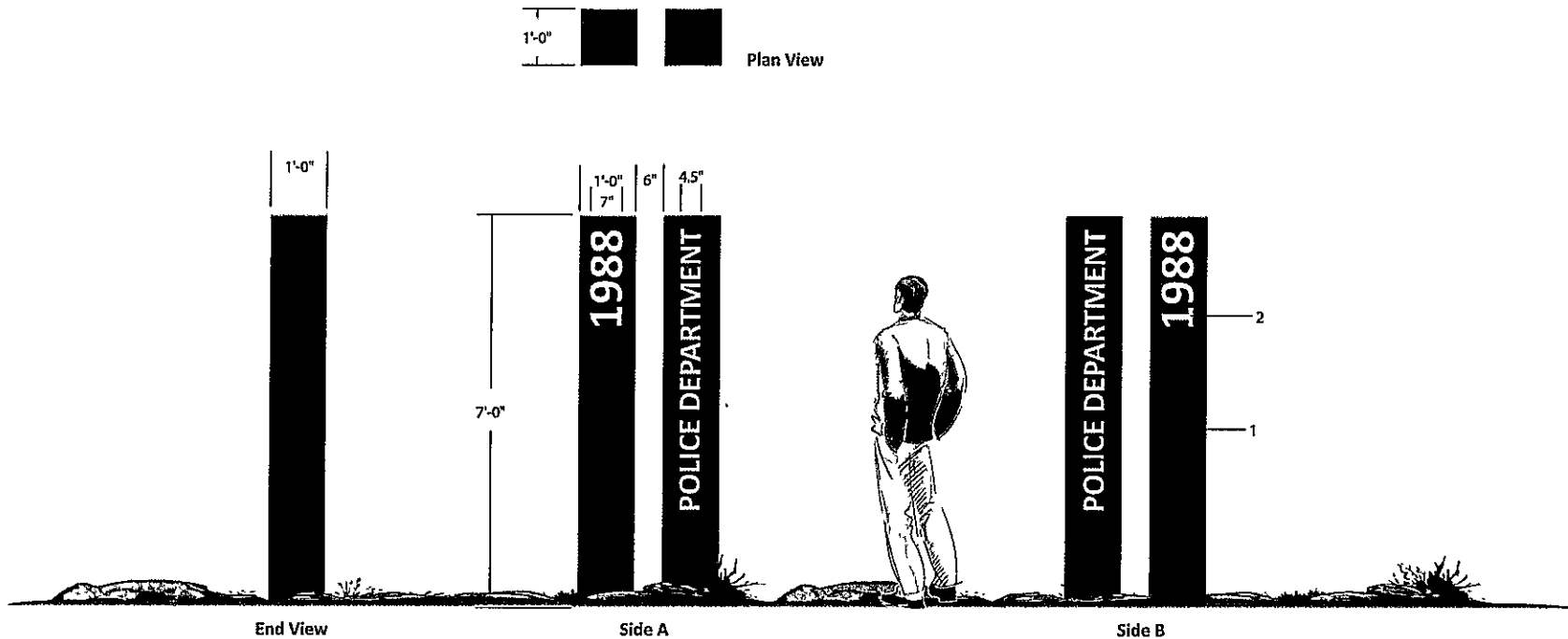
Manufacture one (1) non illuminated double sided monument display.

- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS

PROJECT:	Town of Chino Valley
LOCATION:	202 S. State Route 89 Chino Valley Arizona 86323
LOCATIONS:	8200 Valley Rd. 2507 W. Villa Rita Dr. Phoenix, Arizona 85023
ACCOUNT EXECUTIVE:	Chris Baxla
DESIGNER:	AL
DESIGN NUMBER:	5175
JOB NUMBER:	
DATE:	08/02/2019
SCALE:	AS NOTED
REVISIONS:	
SHEET:	4 OF 8

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E NON ILLUMINATED
SIGN DISPLAY

Scale:
1/2" = 1'-0"

Manufacture fifteen (15) different non illuminated double sided monument display.

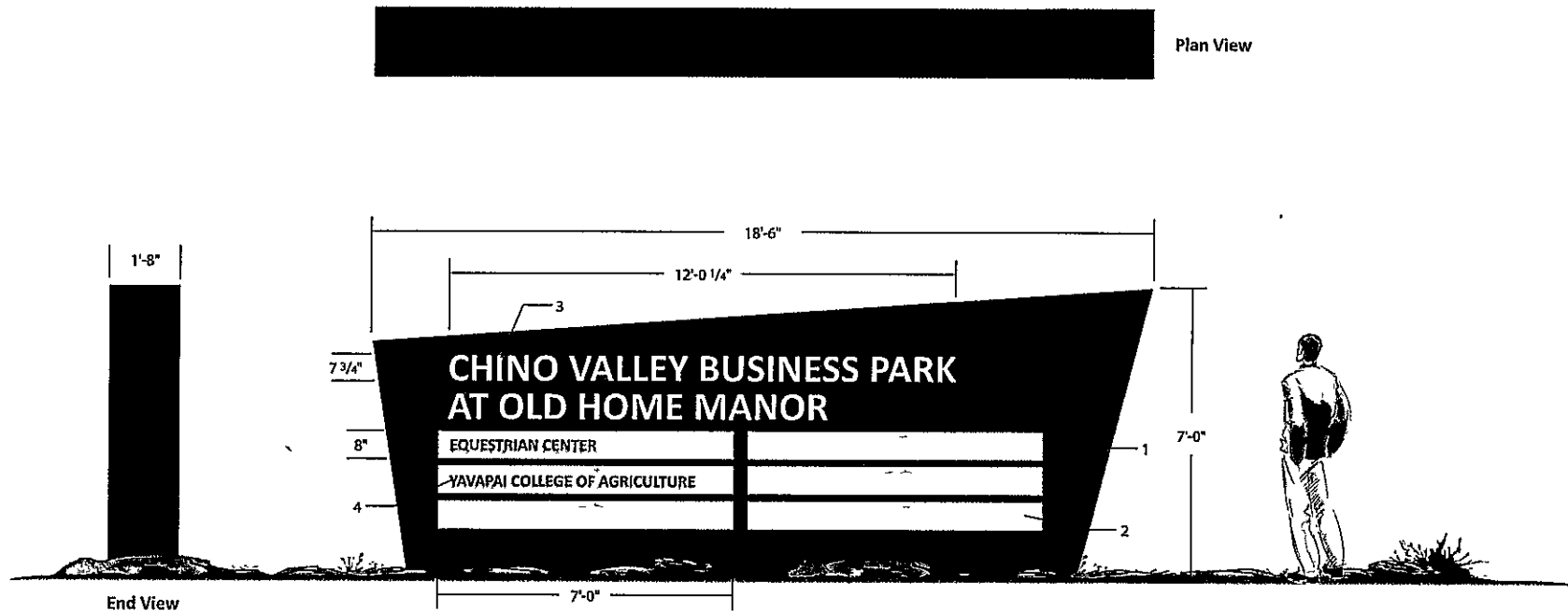
- 1) Corten steel
- 2) .125 aluminum FCOs painted white & mounted flush

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS

PROJECT:	Town of Chino Valley
LOCATION:	9200 Valley Rd. 2507 W. Villa Rita Dr. Phoenix, Arizona 85023
LOCATION:	202 S. State Route 89 Chino Valley Arizona 86323
PHONE:	800-257-5095
Account Executive:	Chris Baxla
Designer:	AL
Design Number:	5175
Job Number:	
DATE:	08/02/2019
SCALE:	AS NOTED
REVISIONS:	
SHEET:	5 OF 8

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◀◀ Street Side



Option 1
F NON ILLUMINATED
 SIGN DISPLAY Scale:
 3/8" = 1'-0"

Manufacture one (1) different non illuminated double sided monument display.

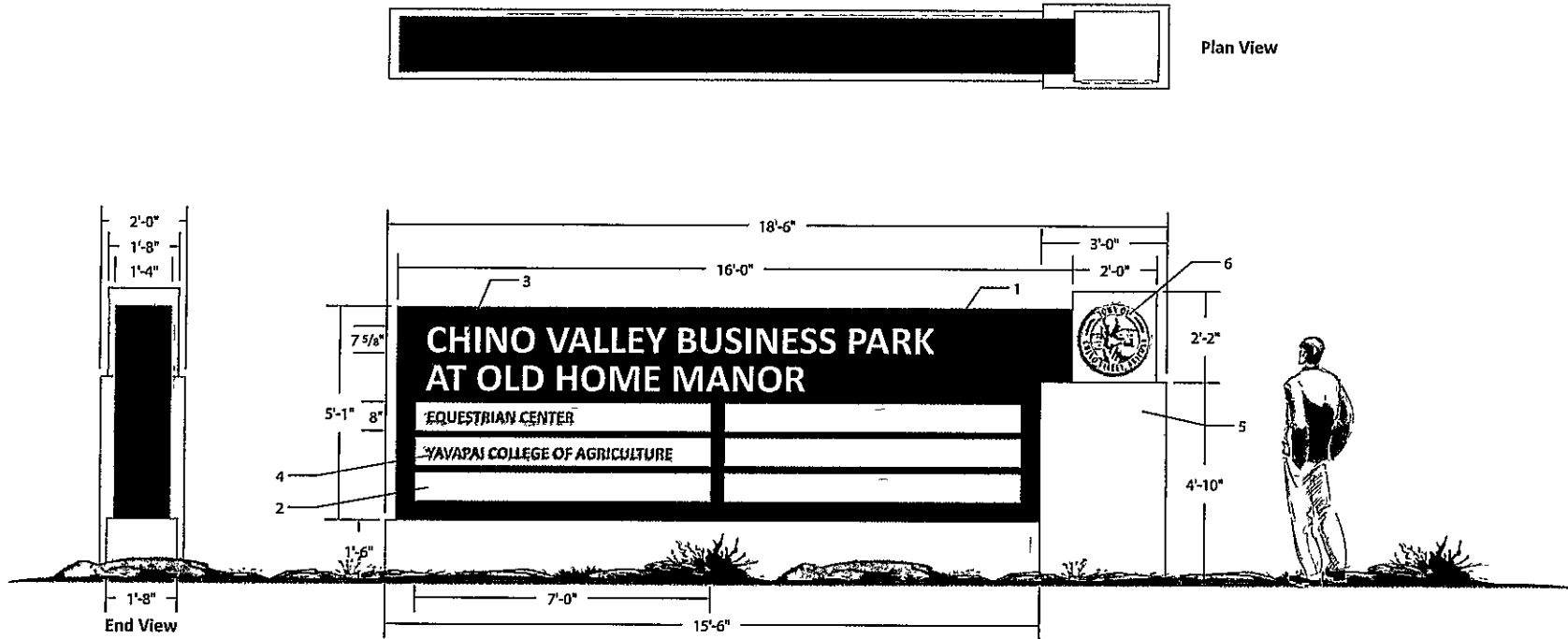
- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS

PROJECT:	Town of Chino Valley
LOCATION:	9200 Valley Rd. 2502 W. Villa Rita Dr. Prescott Valley, Phoenix Arizona 86314
LOCATION:	202 S. State Route 89 Chino Valley Arizona 86323
PHONE:	800-257-5095
Account Executive:	Chris Baxla
Designer:	AL
Design Number:	5175
Job Number:	
DATE:	08/02/2019
SCALE:	AS NOTED
REVISIONS:	
SHEET:	6 OF 8

This customer approval is required for all signs. It may not be reproduced, copied, or exhibited in any fashion to anyone outside of your organization without the written permission of an authorized agent of SIGNS PLUS.

◀◀ Street Side



Plan View

End View

Option 2

F NON ILLUMINATED
SIGN DISPLAY Scale:
3/8" = 1'-0"

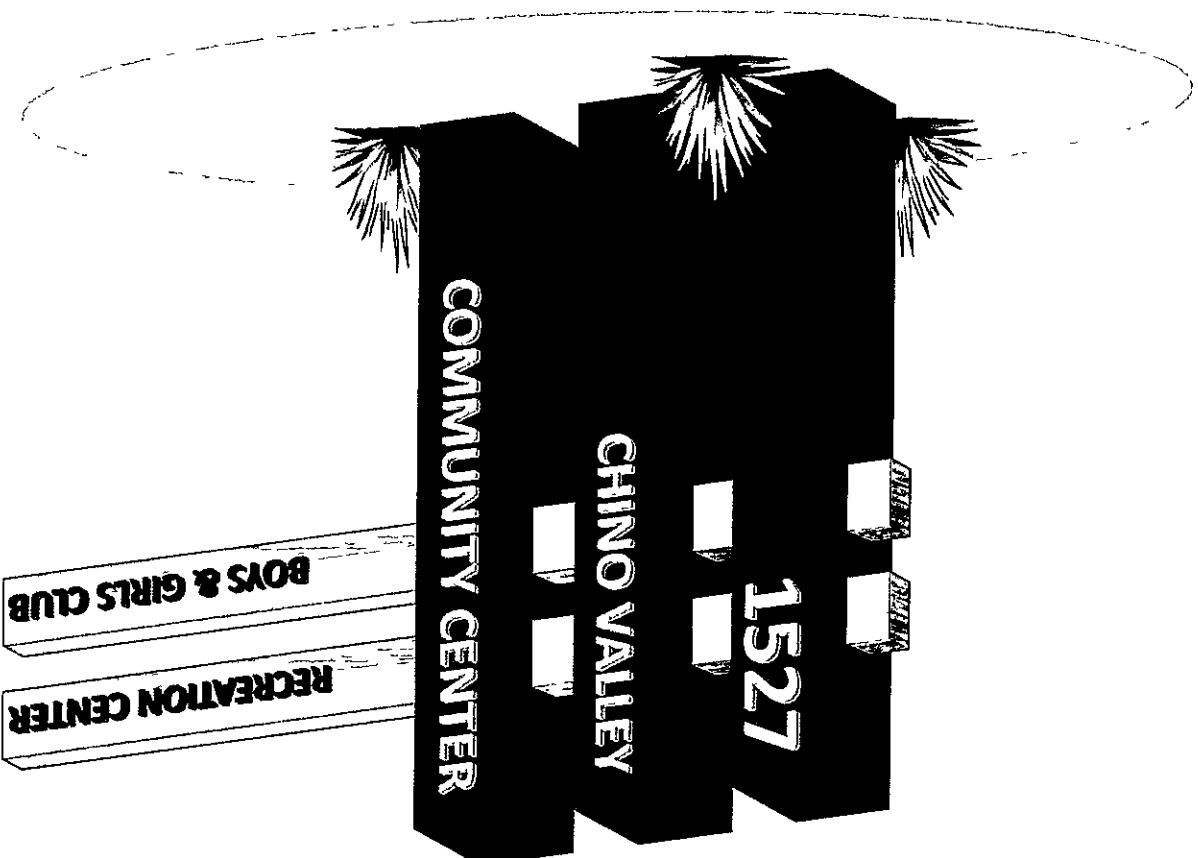
Manufacture one (1) different non illuminated double sided monument display.

- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush
- 5) Concrete
- 6) Logo will be FCO alum. w/ a 3M digital graphic.

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/D CHGS ☐ W/ CHGS

PROJECT:	Town of Chino Valley
LOCATION:	8200 Valley Rd. 2507 W. Villa Rita Dr. Prescott Valley, Phoenix, Arizona 86314
LOCATIONS:	800-257-5095
Account Executive:	Chris Baxla
Designer:	AL
Design Number:	5175
Job Number:	
DATE:	08/02/2019
SCALE:	AS NOTED
REVISIONS:	
SHEET:	7 OF 8

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3D VIEW

DATE:	BY:
☐ W/D CHGS ☐ W/ CHGS	☐ W/D CHGS ☐ W/ CHGS
LANDSCAPE/APPROVAL	
DATE:	BY:
☐ W/D CHGS ☐ W/ CHGS	☐ W/D CHGS ☐ W/ CHGS
CUSTOMER APPROVAL	

8 of 8 SHEET:	
REVISIONS:	
AS NOTED	
SCALE:	DATE:
08/02/2019	
Job Number:	
Design Number:	
5175	
AL	
Designer:	
Chris Baska	
Account Executive:	
SIGNS+1	
LOCATIONS:	PROJECT:
9200 Valley Rd. 2507 W. Villa Rita Dr. Pecanet Valley, Phoenix Arizona 85316 Arizona 85023	Town of Chino Valley
800-257-5095	LOCATION:
	202 S. State Route 89 Chino Valley Arizona 86323

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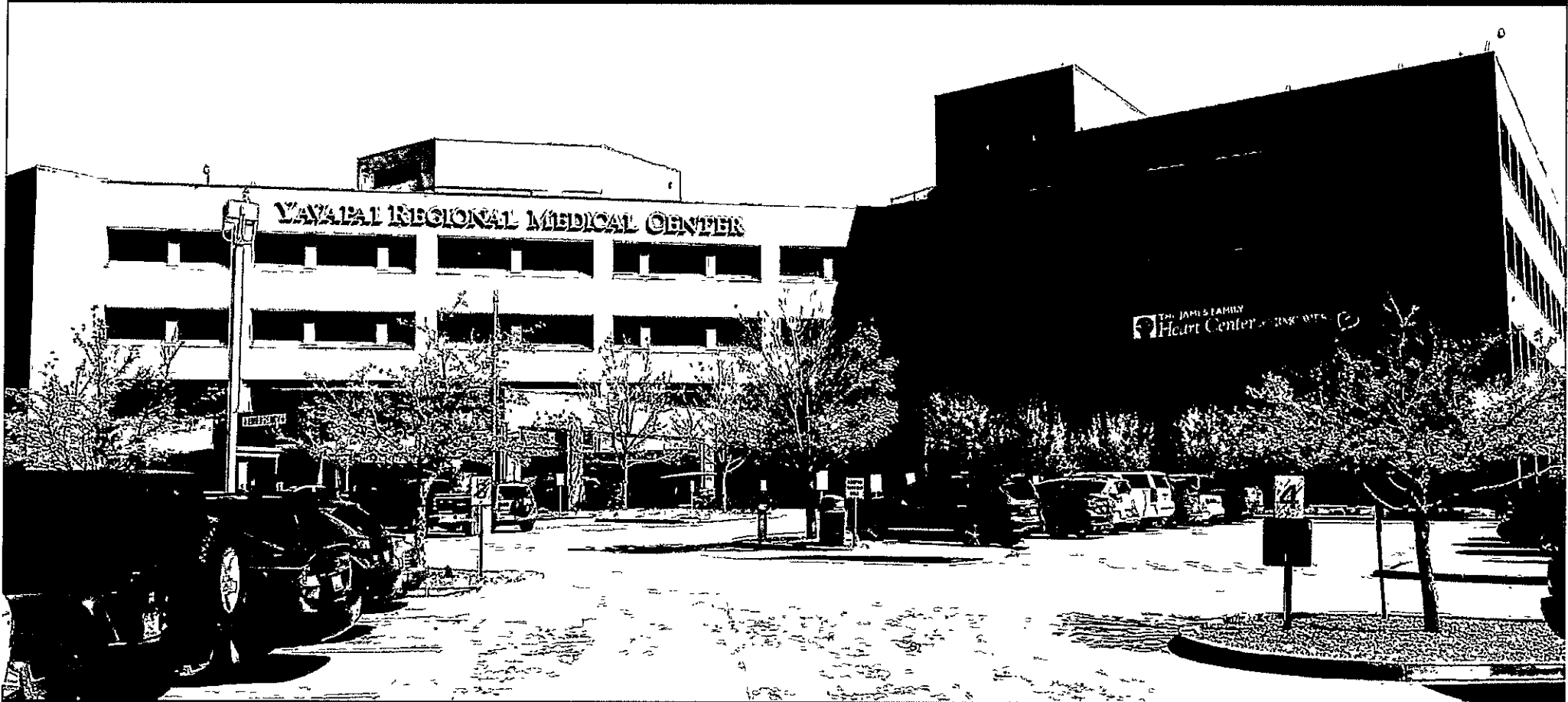
Appendix A:
Sample Photos from previous completed projects

Denise Stubblefield
Special Projects Coordinator-Construction
Yavapai Regional Medical Center
1003 Willow Creek Rd.
Prescott AZ 86301
Office 928-771-4777



YAVAPAI REGIONAL MEDICAL CENTER

Lee Fitchett
Engineering Supervisor-West Campus
Yavapai Regional Medical Center
1003 Willow Creek Rd
Prescott, Az 86301
Office 928-771-5777

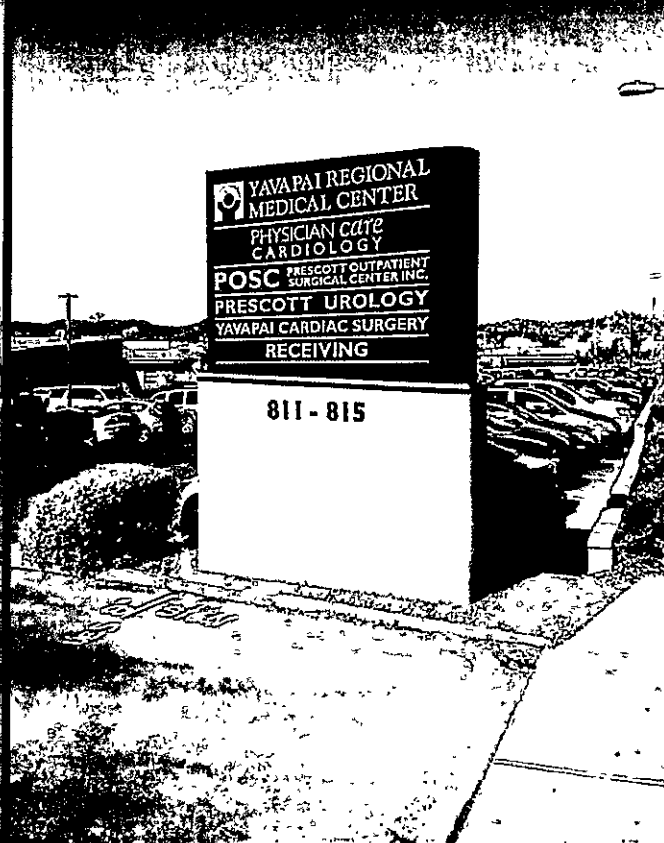


SIGN+
PLUS

1003 Willow Creek Rd. Prescott AZ, 86301

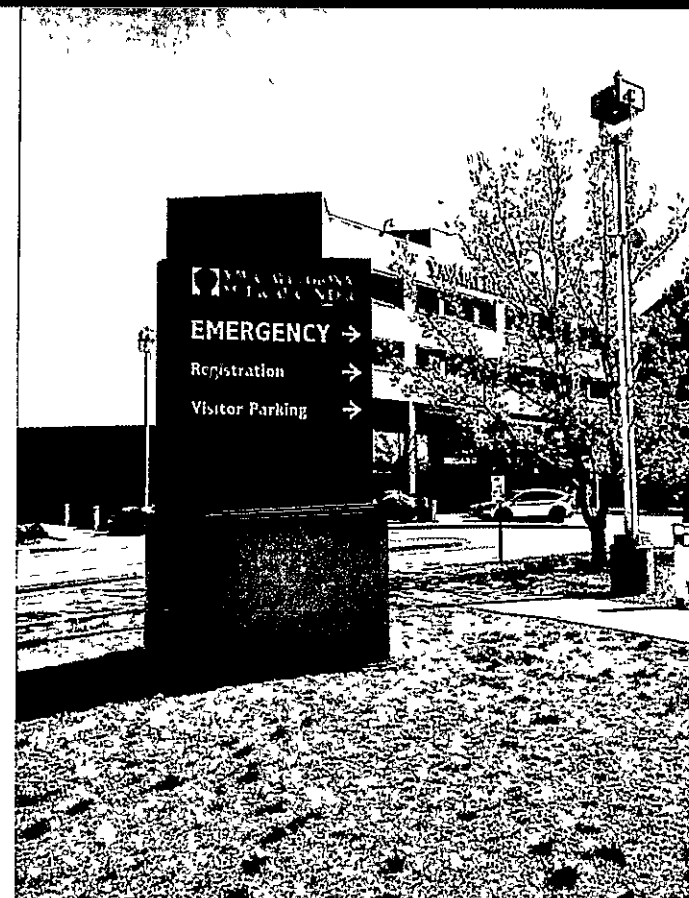


YAVAPAI REGIONAL MEDICAL CENTER





YAVAPAI REGIONAL MEDICAL CENTER



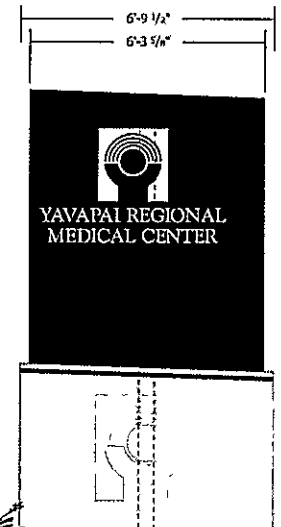
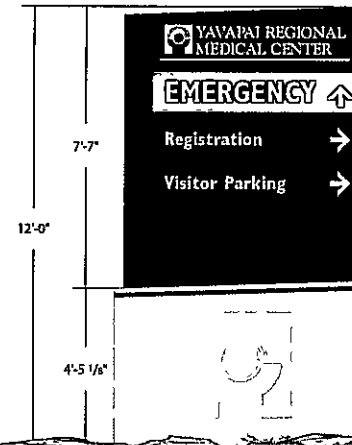
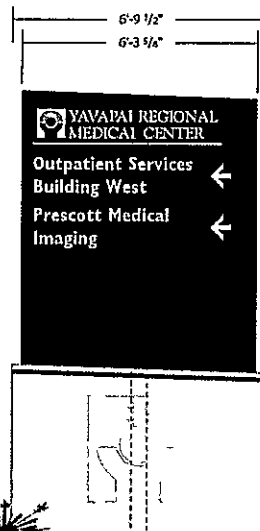
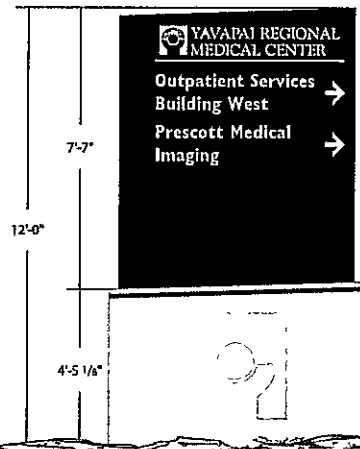


YAVAPAI REGIONAL MEDICAL CENTER



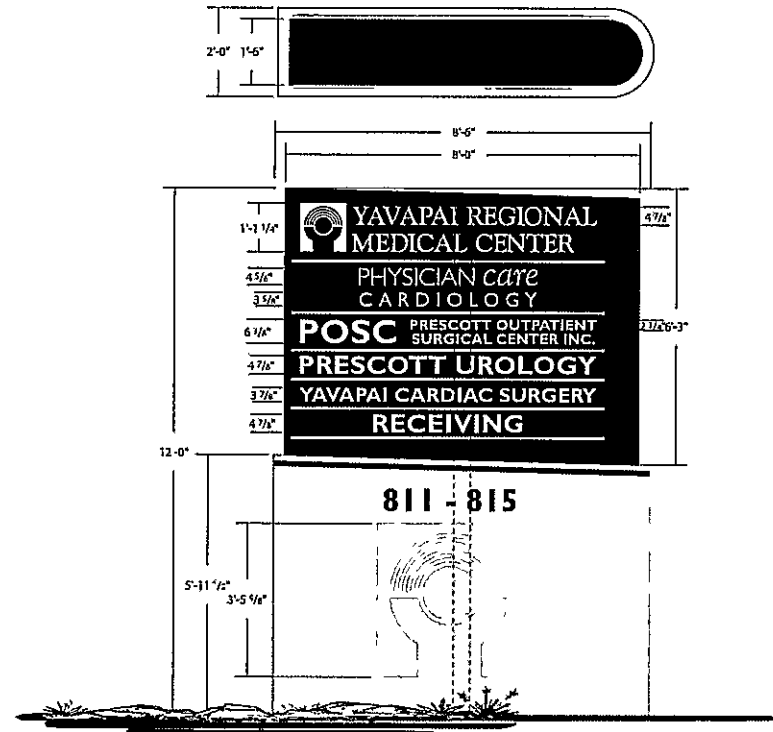
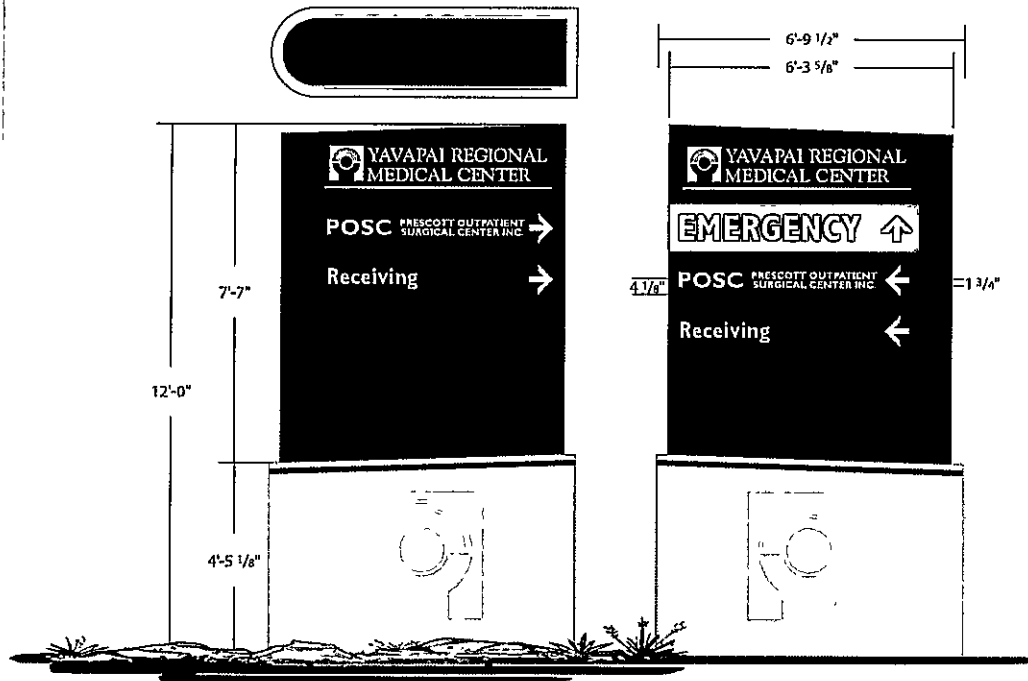


YAVAPAI REGIONAL MEDICAL CENTER





YAVAPAI REGIONAL MEDICAL CENTER

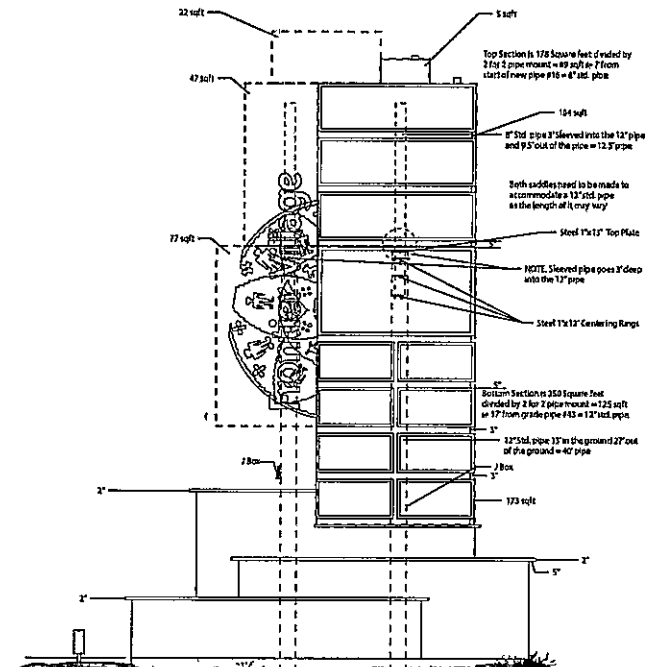
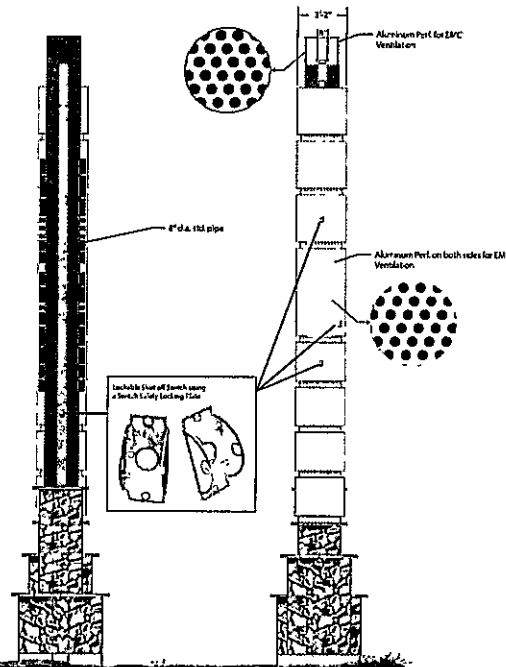
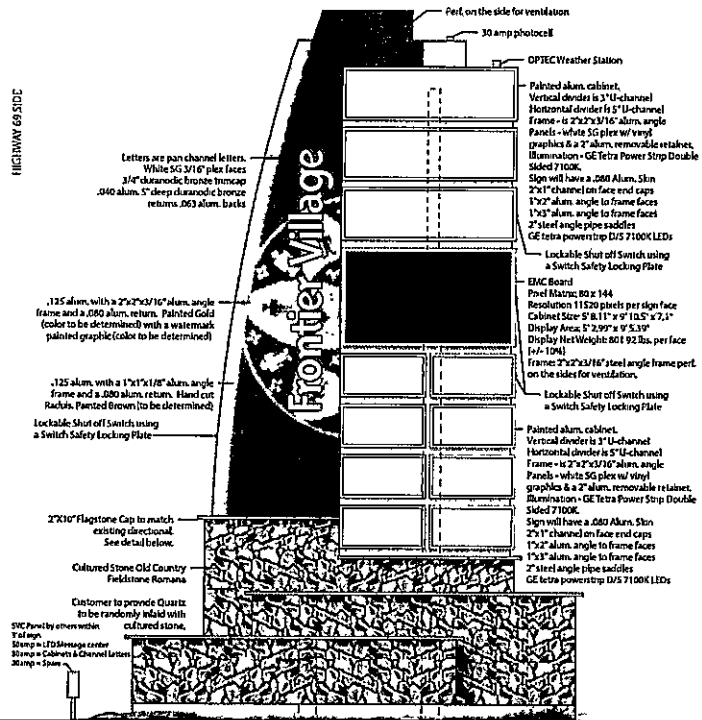




*2507 W. VILLA RITA DR.
PHOENIX, AZ*

Frontier Village

HIGHWAY 69 SIDE



SIGNS PLUS

1711-1951 E. HIGHWAY 69, PRESCOTT, ARIZONA 86301

Frontier Village

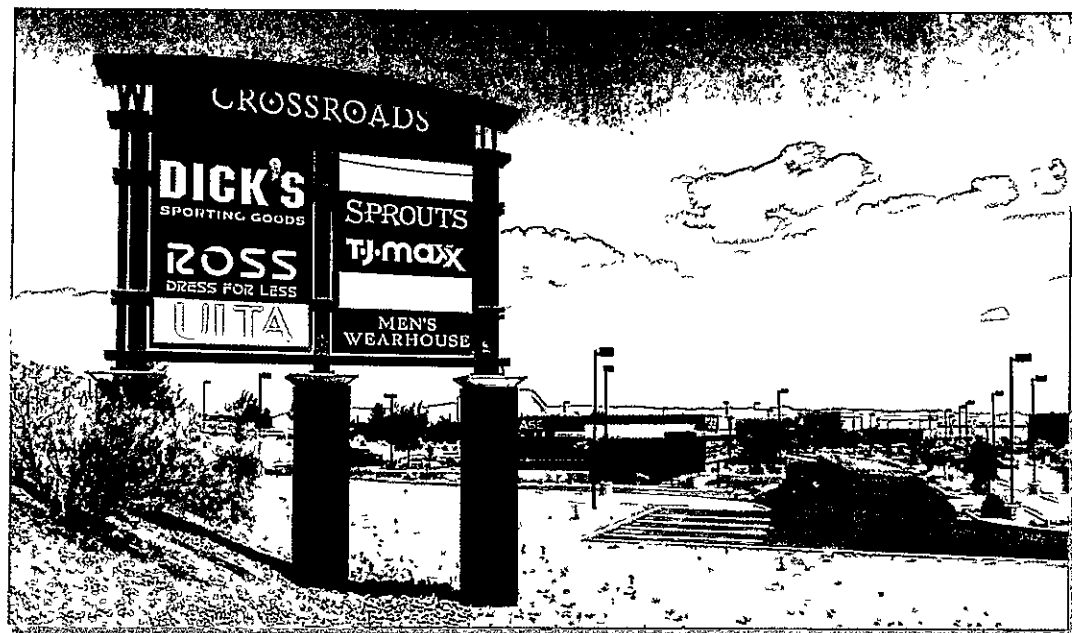


Frontier Village



SIGNS+
PLUS

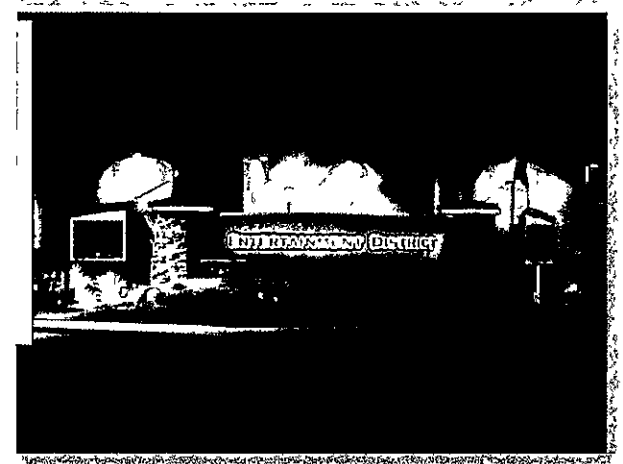
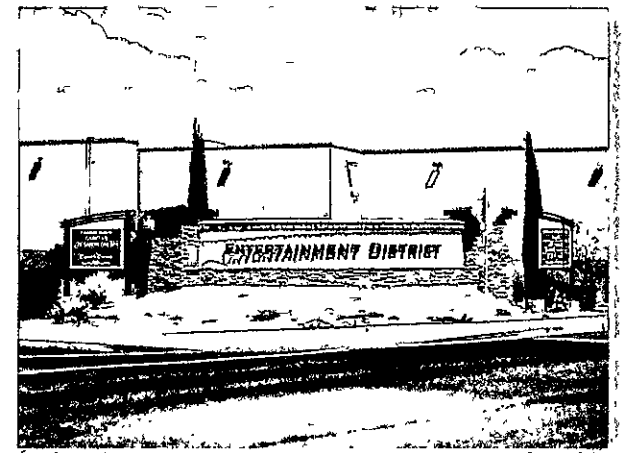
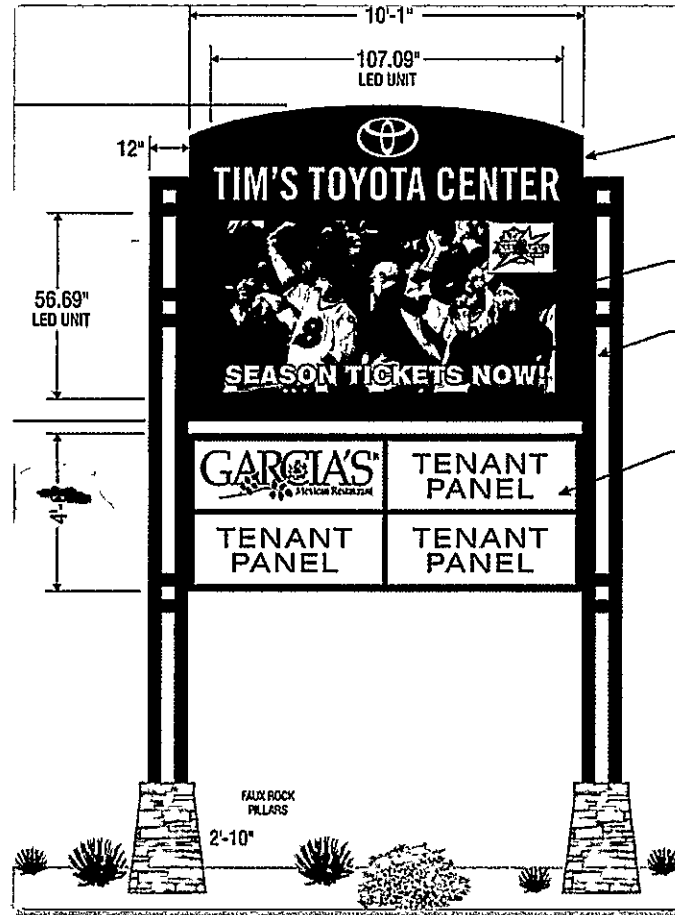
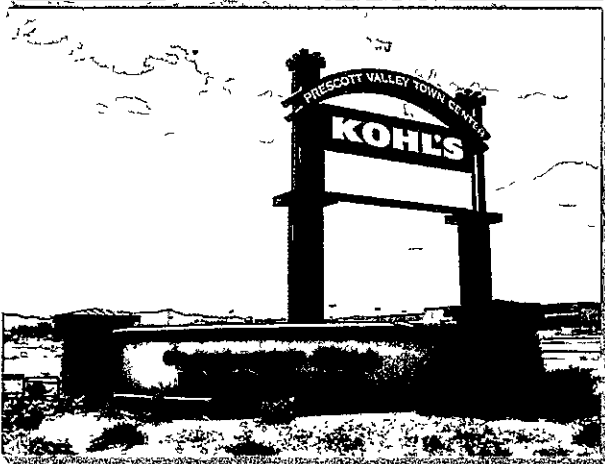
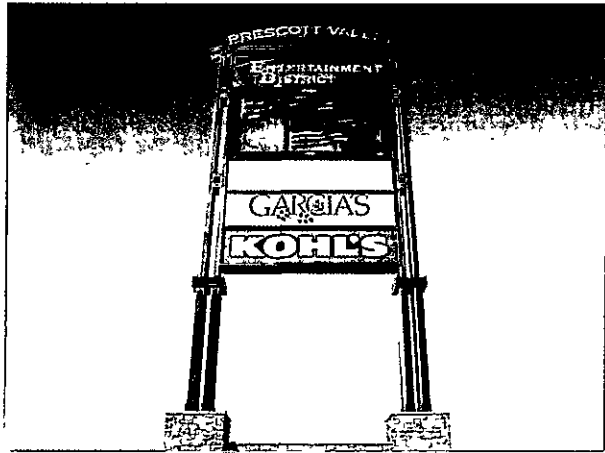
CROSSROADS



SIGNS+
PLUS

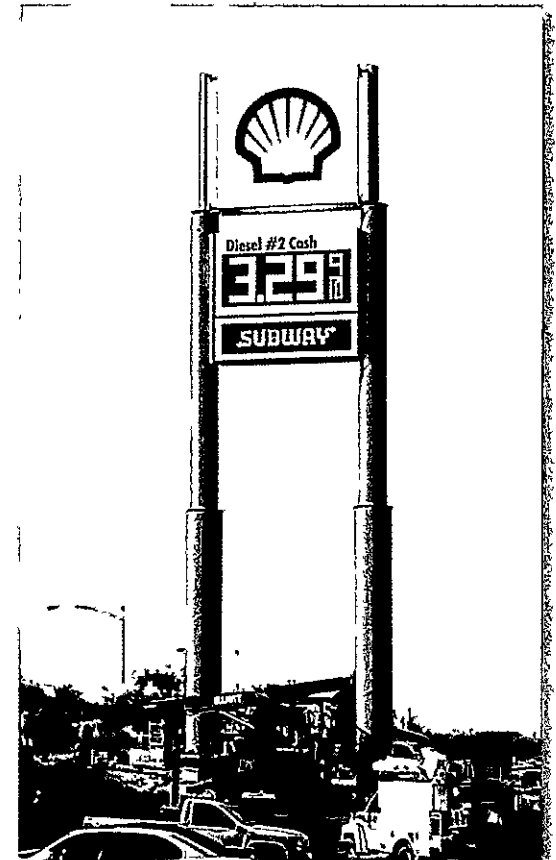
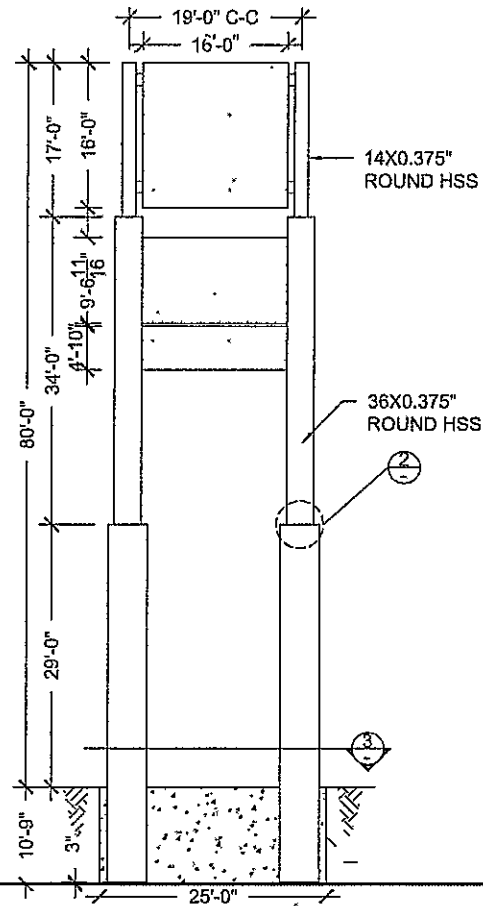
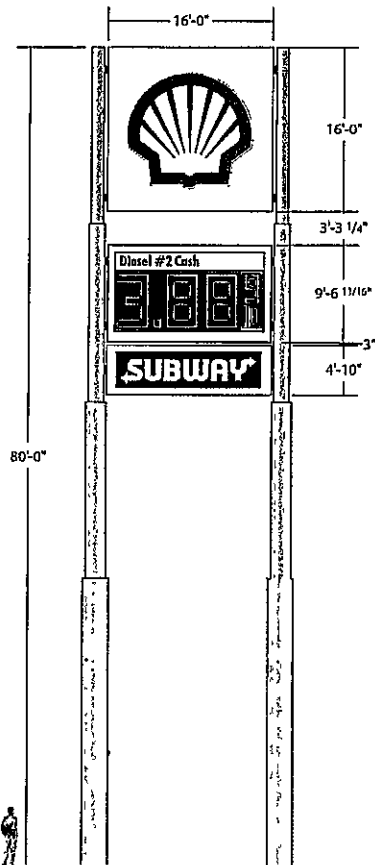
Prescott Valley, Arizona

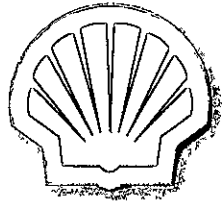
PRESCOTT VALLEY TOWN CENTER



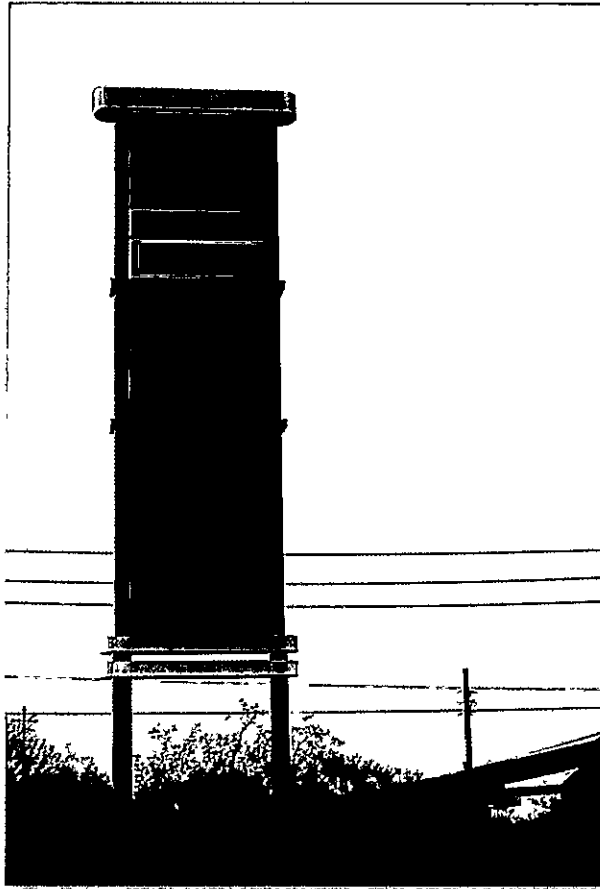
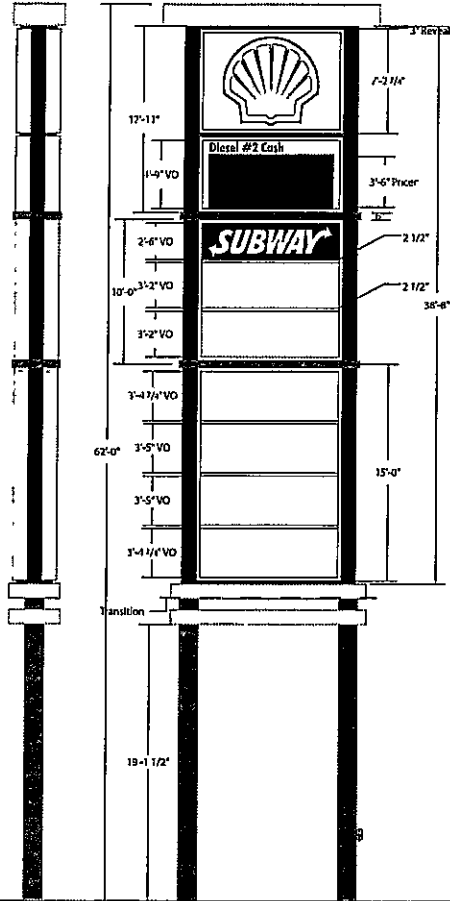


SHELL TRAVEL PLAZA

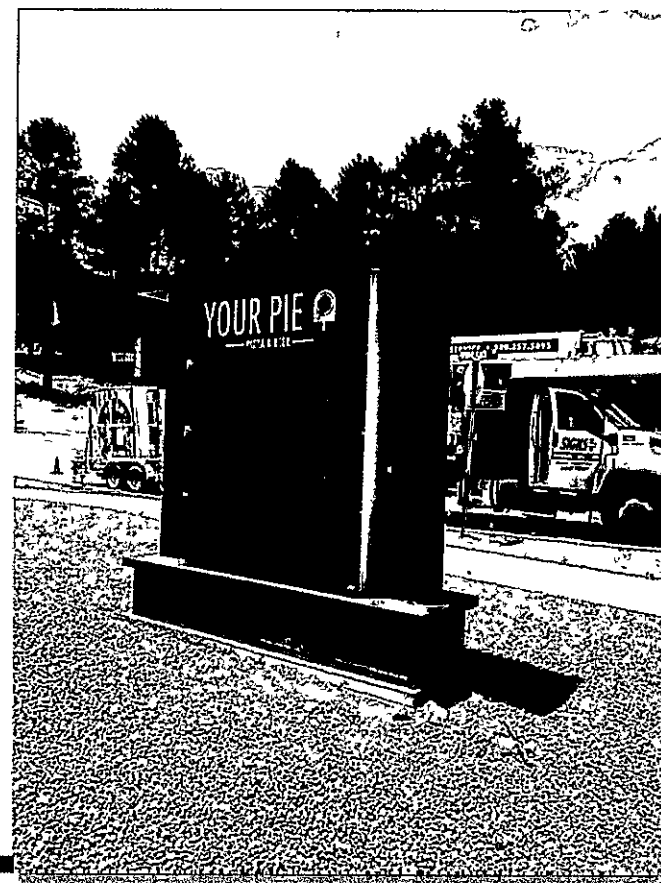
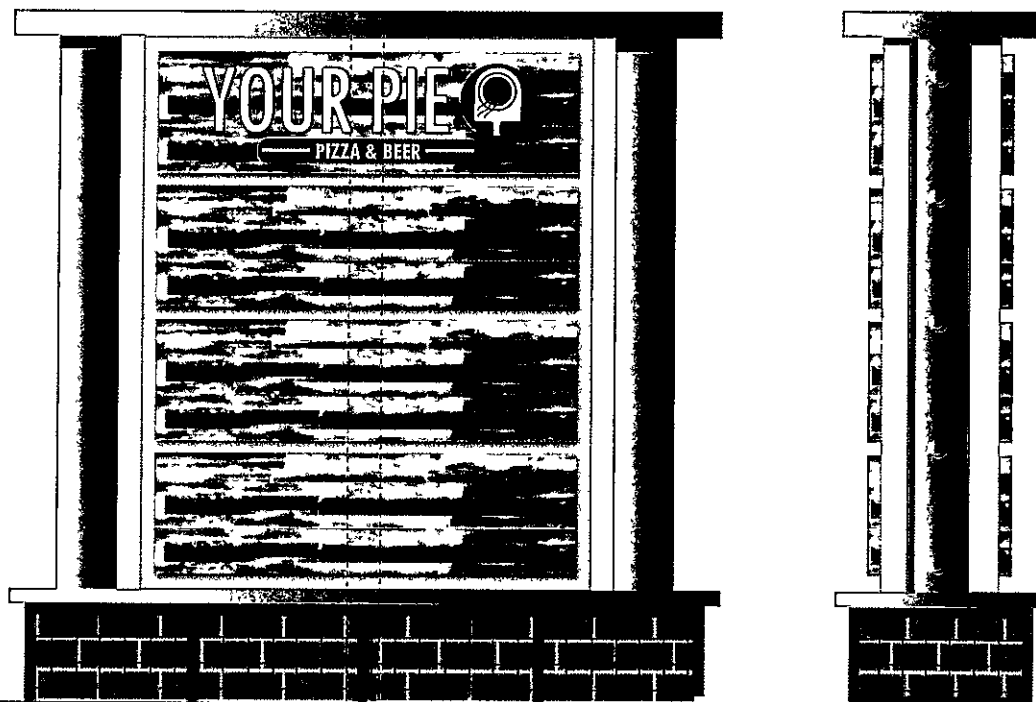




RITA RD. SHELL

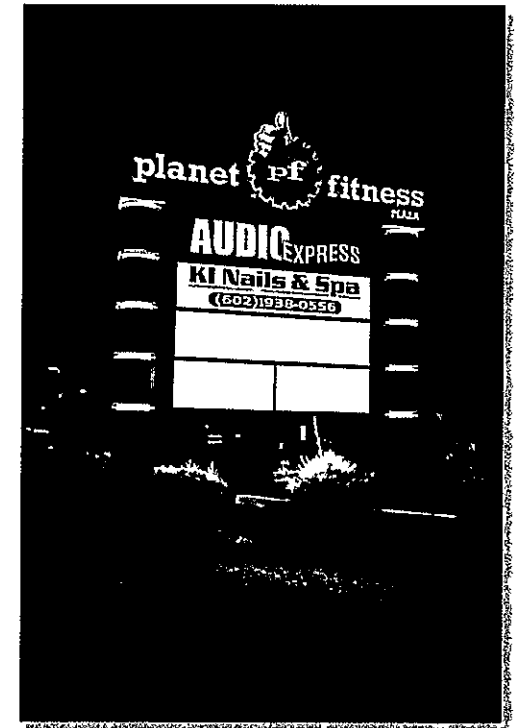


2619 S. WOODLANDS BLVD. FLAGSTAFF, AZ

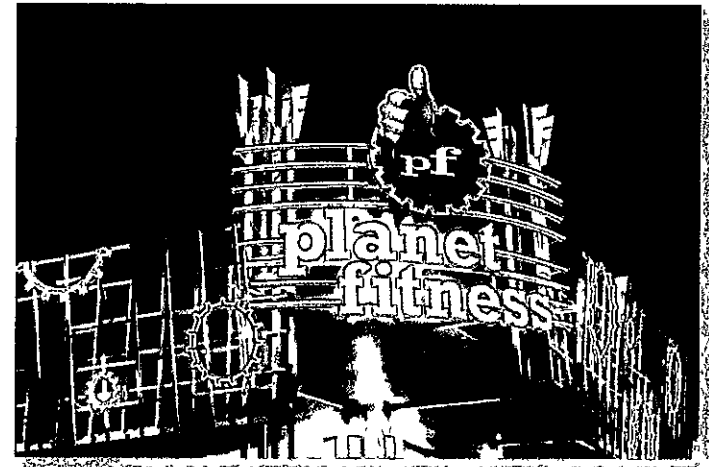
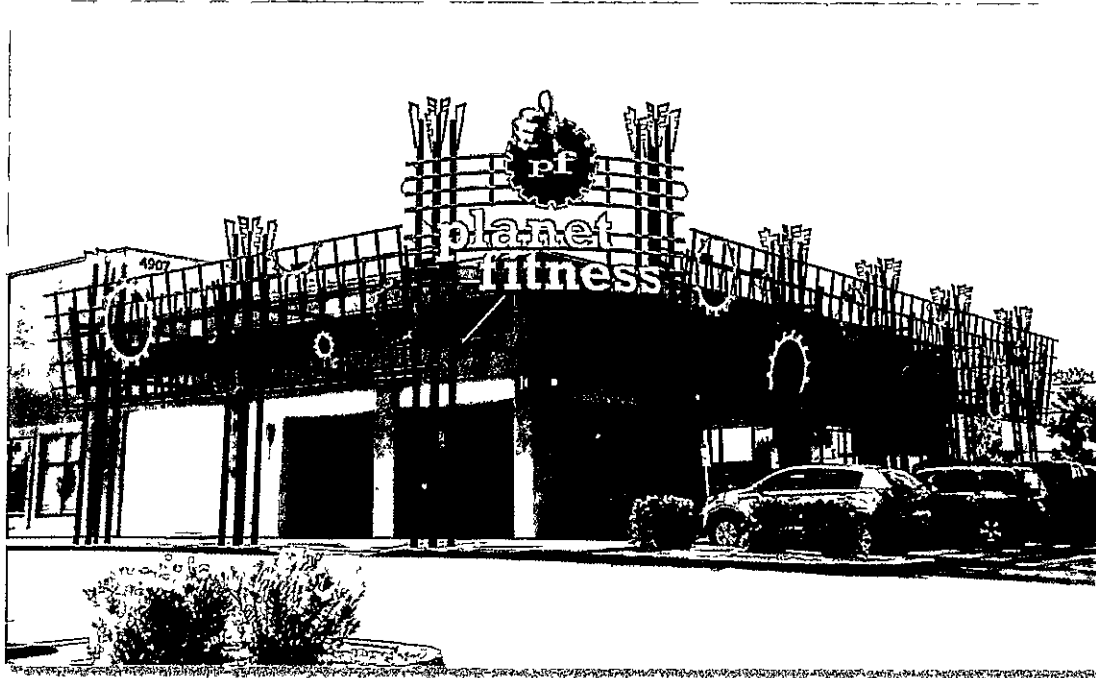


SIGNS⁺

planet fitness

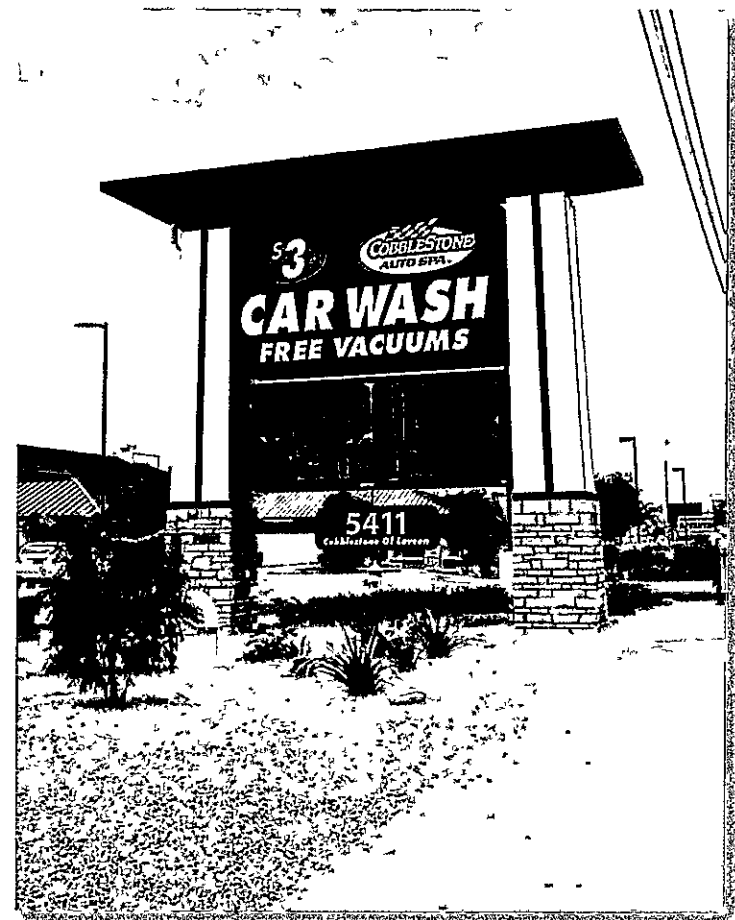
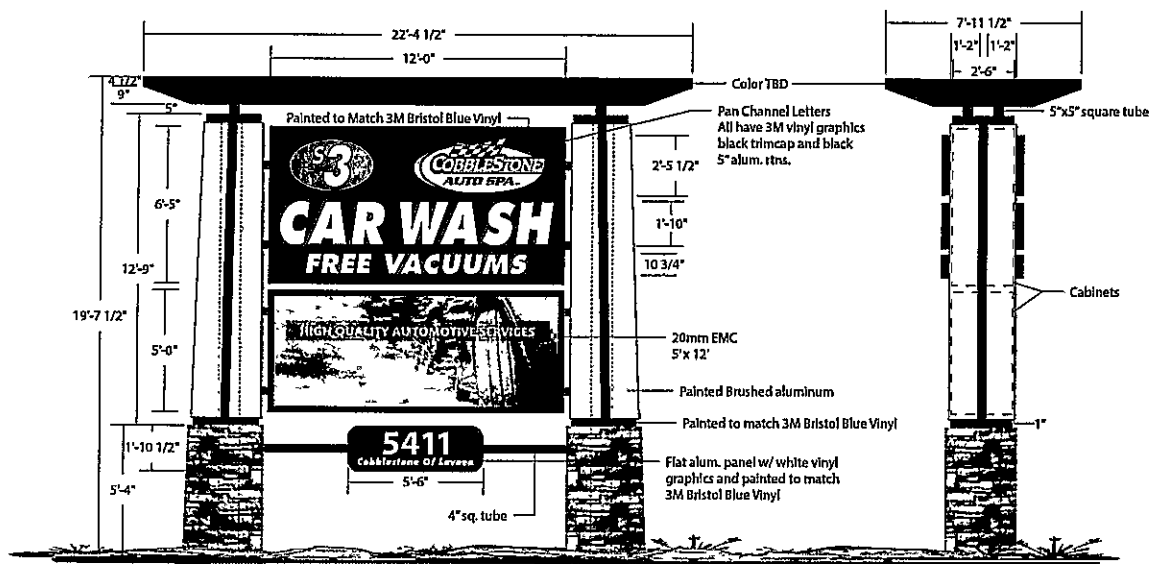


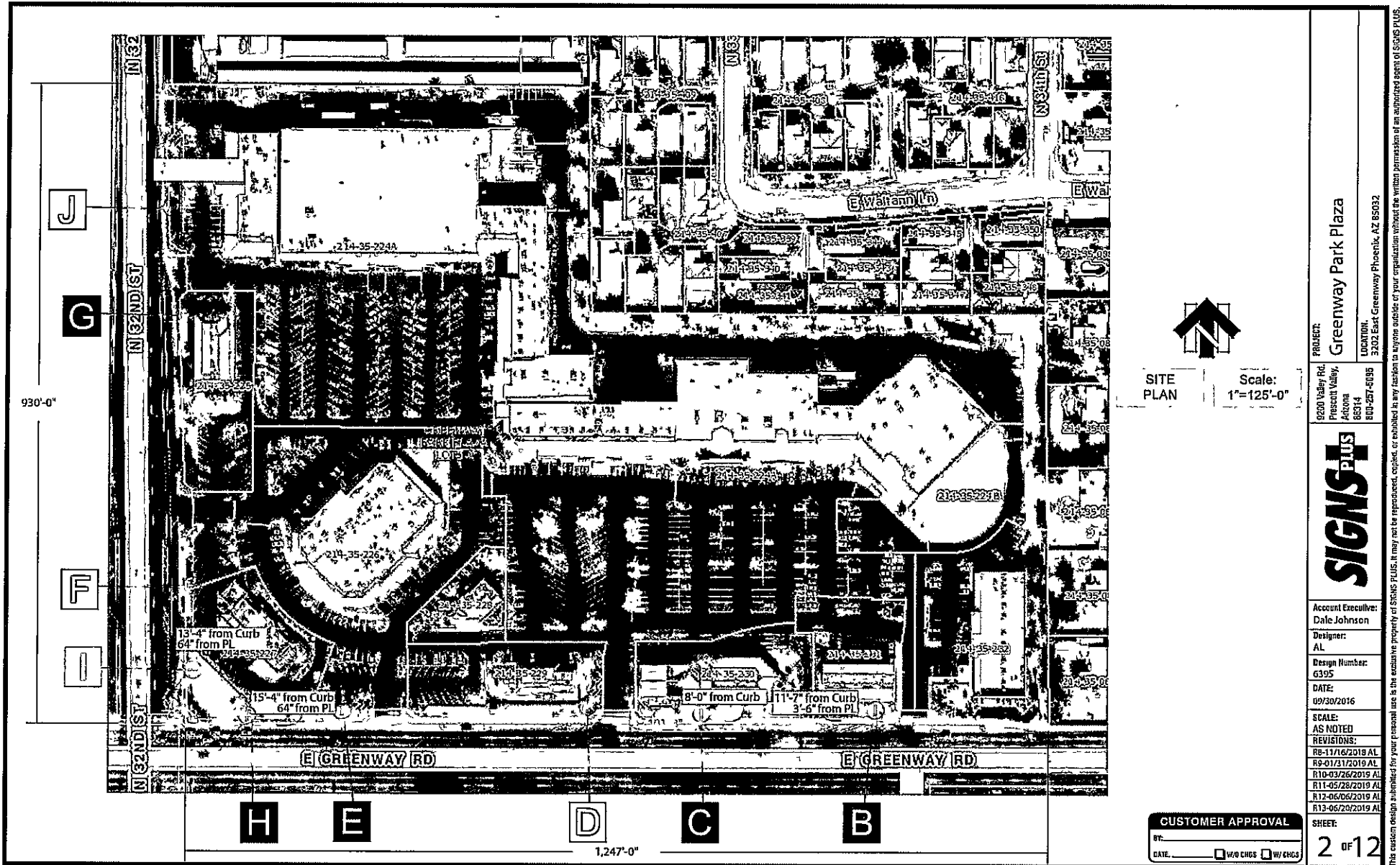
planet fitness



SIGNS PLUS

4907 W. BELL RD. GLENDALE, AZ

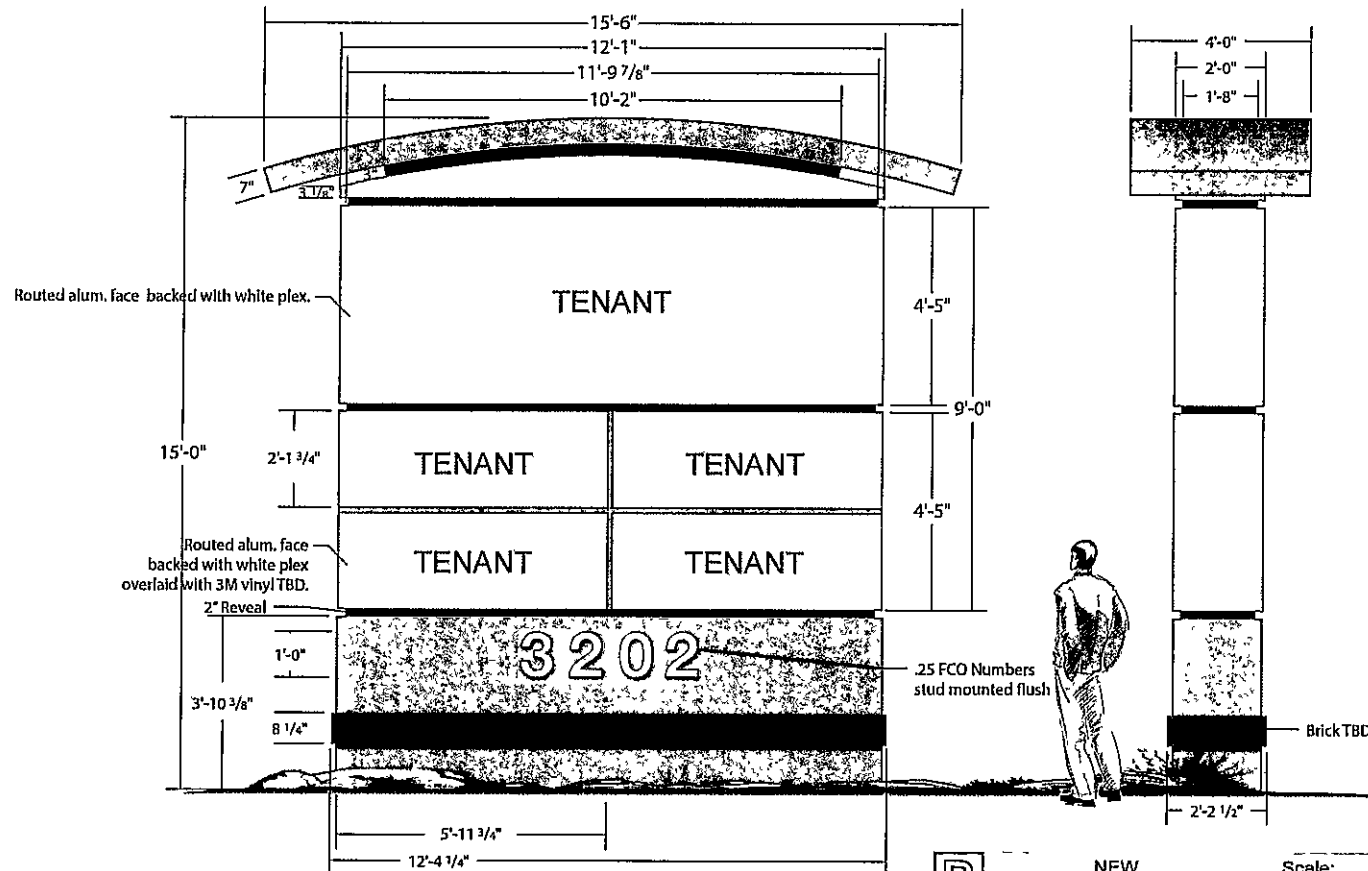




CUSTOMER APPROVAL
BY: _____
DATE: _____ ☐ W/O CHGS ☐ W/ CHGS

PROJECT: Greenway Park Plaza	
LOCATION: 3202 East Greenway Phoenix, AZ 85032	
ACCOUNT EXECUTIVE: Dale Johnson	
DESIGNER: AL	
DESIGN NUMBER: 6395	
DATE: 09/30/2016	
SCALE: AS NOTED	
REVISIONS:	
R8-11/16/2019 AL	
R9-01/31/2019 AL	
R10-03/26/2019 AL	
R11-05/28/2019 AL	
R12-06/06/2019 AL	
R13-06/20/2019 AL	
SHEET: 2 OF 12	

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Paint Colors	
	SHERWIN WILLIAMS CC-1296 LIGHT GOLD
	SHERWIN WILLIAMS 10YY23/261 BURLAP G
	SHERWIN WILLIAMS BLACK



NEW
MONUMENT SIGN

Scale:
3/8" = 1'-0"

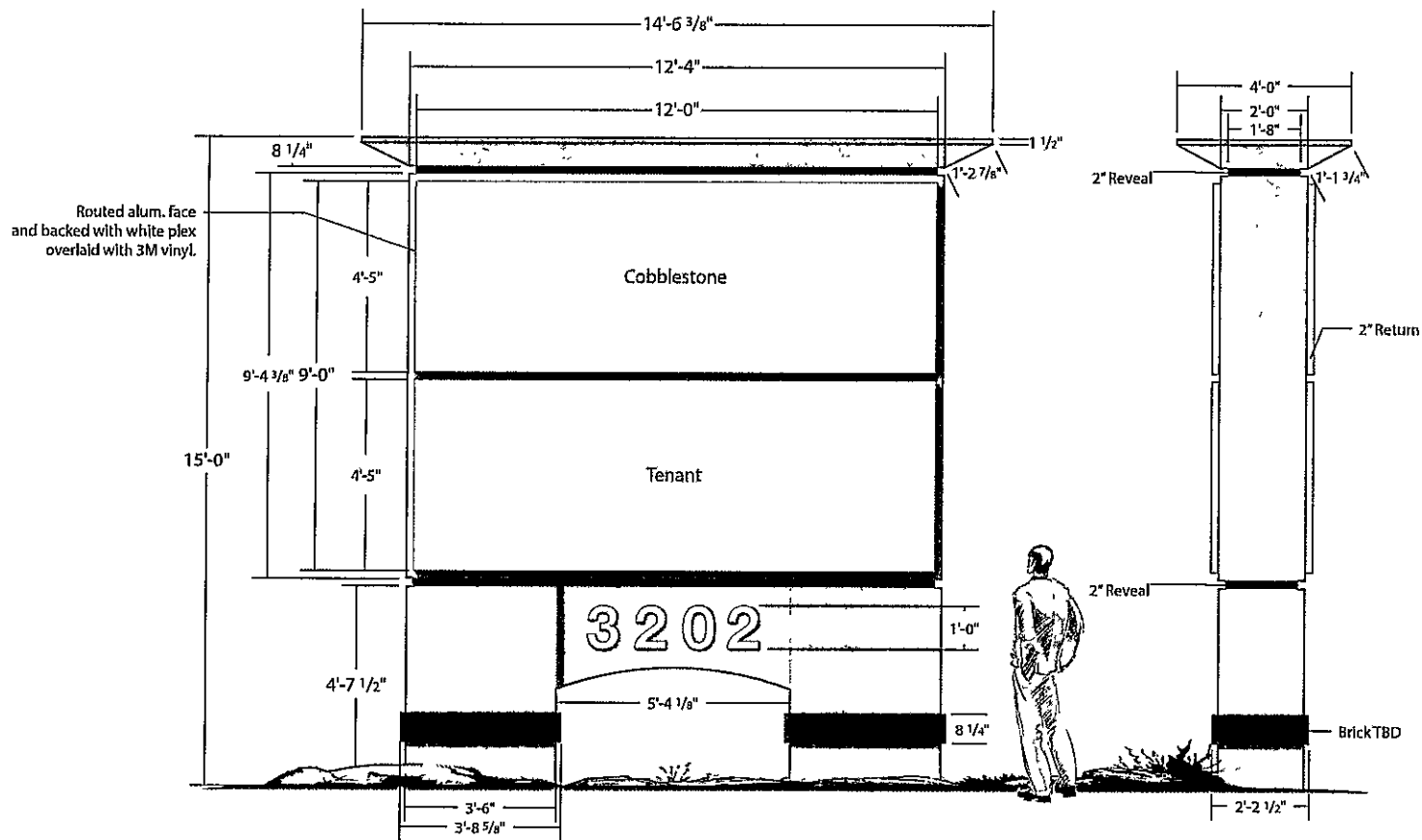
SQFT:
108.72

Manufacture and install one (1) new LED illuminated monument sign.

Med. montex on base.

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/ CHGS ☐ W/ ENCS

PROJECT: Greenway Park Plaza
3202 East Greenway Phoenix, AZ 85032
LOCATION: 3202 East Greenway Phoenix, AZ 85032
ACCOUNT EXECUTIVE: Dale Johnson
DESIGNER: AL
DESIGN NUMBER: 6395
DATE: 09/30/2016
SCALE: AS NOTED
REVISIONS:
08-11/16/2018 AL
09-01/31/2019 AL
R10-03/26/2019 AL
R11-05/28/2019 AL
R12-06/06/2019 AL
R13-06/20/2019 AL
SHEET: 4 OF 12



Paint Colors

	SHERWIN WILLIAMS CC-1298 LIGHT GOLD		SHERWIN WILLIAMS 10PY23/261 BURLAP G
	SHERWIN WILLIAMS BLACK		



NEW
MONUMENT SIGN

Scale:
3/8" = 1'-0"

SQFT:
108

Manufacture and install one (1) new LED illuminated monument sign.

Med. monfex on base.

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/O CHGS ☐ W/ CHGS

SHEET.
5 OF 12

Account Executive:
Dale Johnson

Designer:
AL

Design Number:
6395

DATE:
09/30/2016

SCALE:
AS NOTED

REVISIONS:

R6-11/16/2018 AL

R9-01/31/2019 AL

R10-03/26/2019 AL

R11-05/28/2019 AL

R12-06/06/2019 AL

R13-06/20/2019 AL

SIGNS^{PLUS}

8200 Valley Rd.
Prescott Valley,
Arizona
86314
800-237-0055

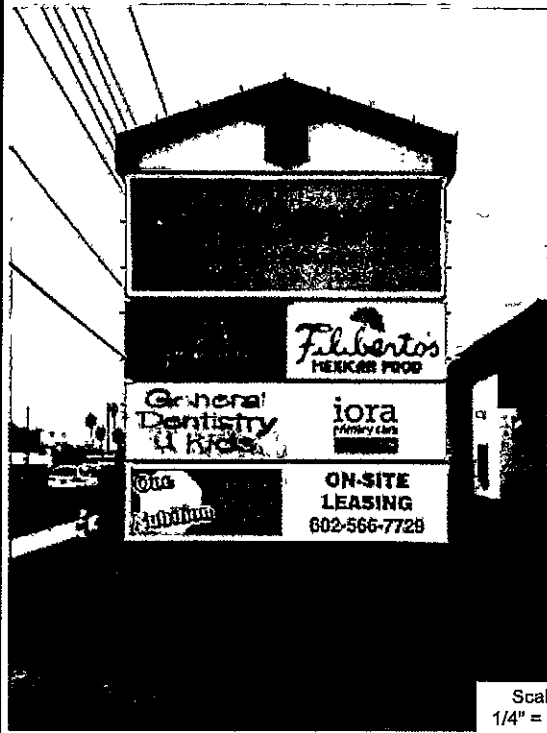
PROJECT:
Greenway Park Plaza

LOCATION:
3202 East Greenway Phoenix, AZ 85032

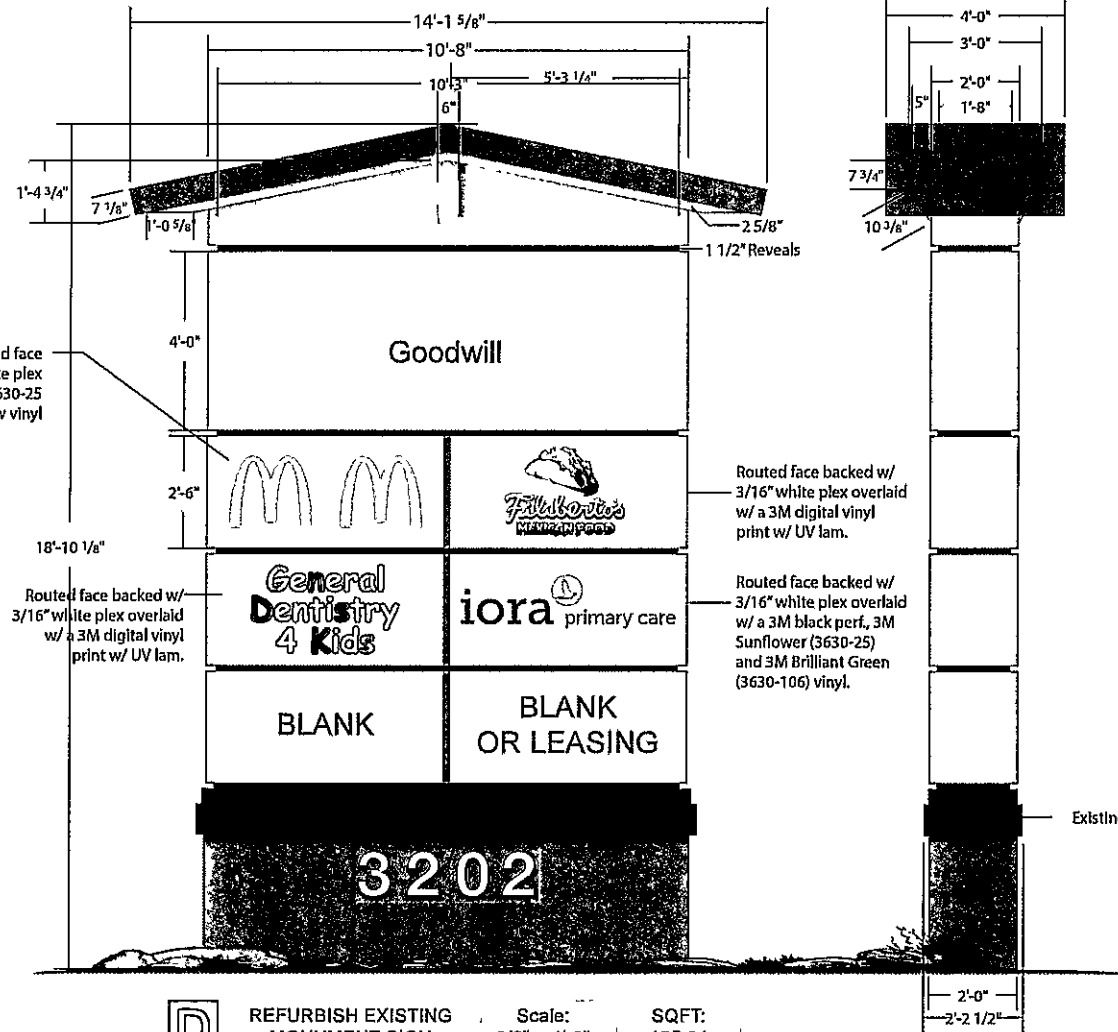
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STREET SIDE

Paint Colors	
	SHERWIN WILLIAMS CC-1298 LIGHT GOLD
	SHERWIN WILLIAMS 10YR 71/761 BURLAP CT
	SHERWIN WILLIAMS BLACK



Routed face backed w/ 3/16" white plex overlaid w/ 3M 3630-25 Sunflower yellow vinyl



Routed face backed w/ 3/16" white plex overlaid w/ a 3M digital vinyl print w/ UV lam.

Routed face backed w/ 3/16" white plex overlaid w/ a 3M digital vinyl print w/ UV lam.

Routed face backed w/ 3/16" white plex overlaid w/ a 3M black perf., 3M Sunflower (3630-25) and 3M Brilliant Green (3630-106) vinyl.



REFURBISH EXISTING
MONUMENT SIGN

Scale:
3/8" = 1'-0"

SQFT:
125.04

Fabricate and install new top cabinet. Retrofit existing cabinets to white LED internal illumination. Fabricate and install new .125 routed aluminum faces. Customer to paint existing structure.

Texture TBD.

Scale:
1/4" = 1'-0"

CUSTOMER APPROVAL

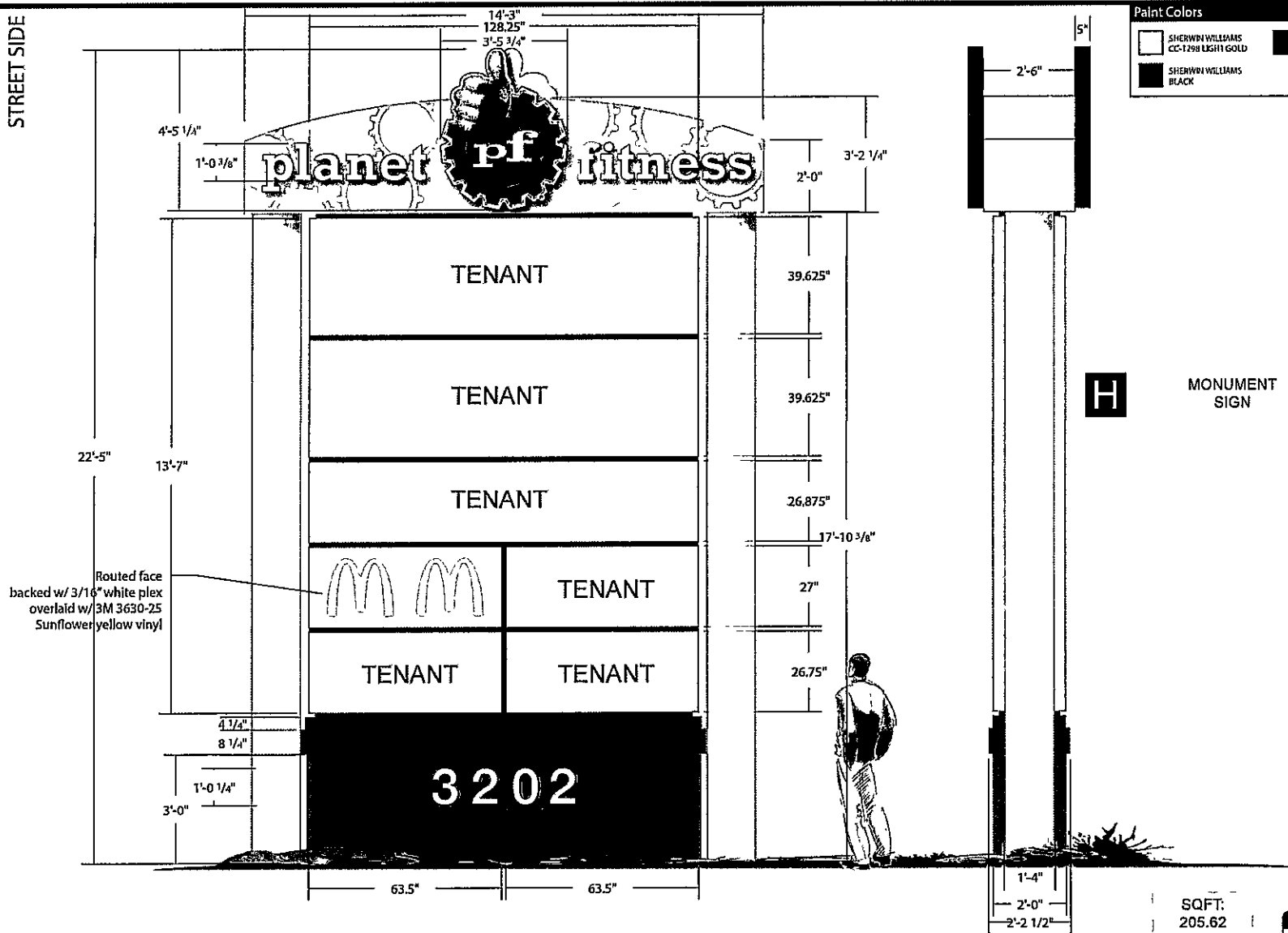
BY: _____

DATE: _____ ☐ W/ CHGS ☐ W/ CHGS

PROJECT: Greenway Park Plaza	
5200 Valley Rd. Prescott Valley, Arizona 86314 800-257-5196	LOCATION: 3202 East Greenway Phoenix, AZ 85032
SIGNS+PLUS	
Account Executive: Dale Johnson	Designer: AL
Design Number: 6395	DATE: 09/30/2016
SCALE: AS NOTED	REVISIONS: R8-11/16/2016 AL R9-01/31/2019 AL R10-03/26/2019 AL R11-05/28/2019 AL R12-06/06/2019 AL R13-06/20/2019 AL
SHEET: 6 OF 12	

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STREET SIDE



Paint Colors

	SHERWIN WILLIAMS CC-1298 LIGHT GOLD		SHERWIN WILLIAMS 10YR23/261 BURLAP G
	SHERWIN WILLIAMS BLACK		

PROJECT:	Greenway Park Plaza
LOCATION:	3202 East Greenway Phoenix, AZ 85032
9200 Valley Rd. Prescott Valley, Arizona 86314 800-287-5055	SIGNS PLUS
Account Executive: Dale Johnson	
Designer: AL	
Design Number: 6395	
DATE: 09/30/2016	
SCALE: AS NOTED	
REVISIONS:	
R8-11/16/2016 AL	
R9-01/13/2019 AL	
R10-03/26/2019 AL	
R11-05/28/2019 AL	
R12-06/06/2019 AL	
R13-06/20/2019 AL	
CUSTOMER APPROVAL	SHEET:
BY: _____	10 of 12
DATE: _____	
☐ W/S CHGS ☐ W/ CHGS	

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STREET SIDE

MONUMENT
SIGN

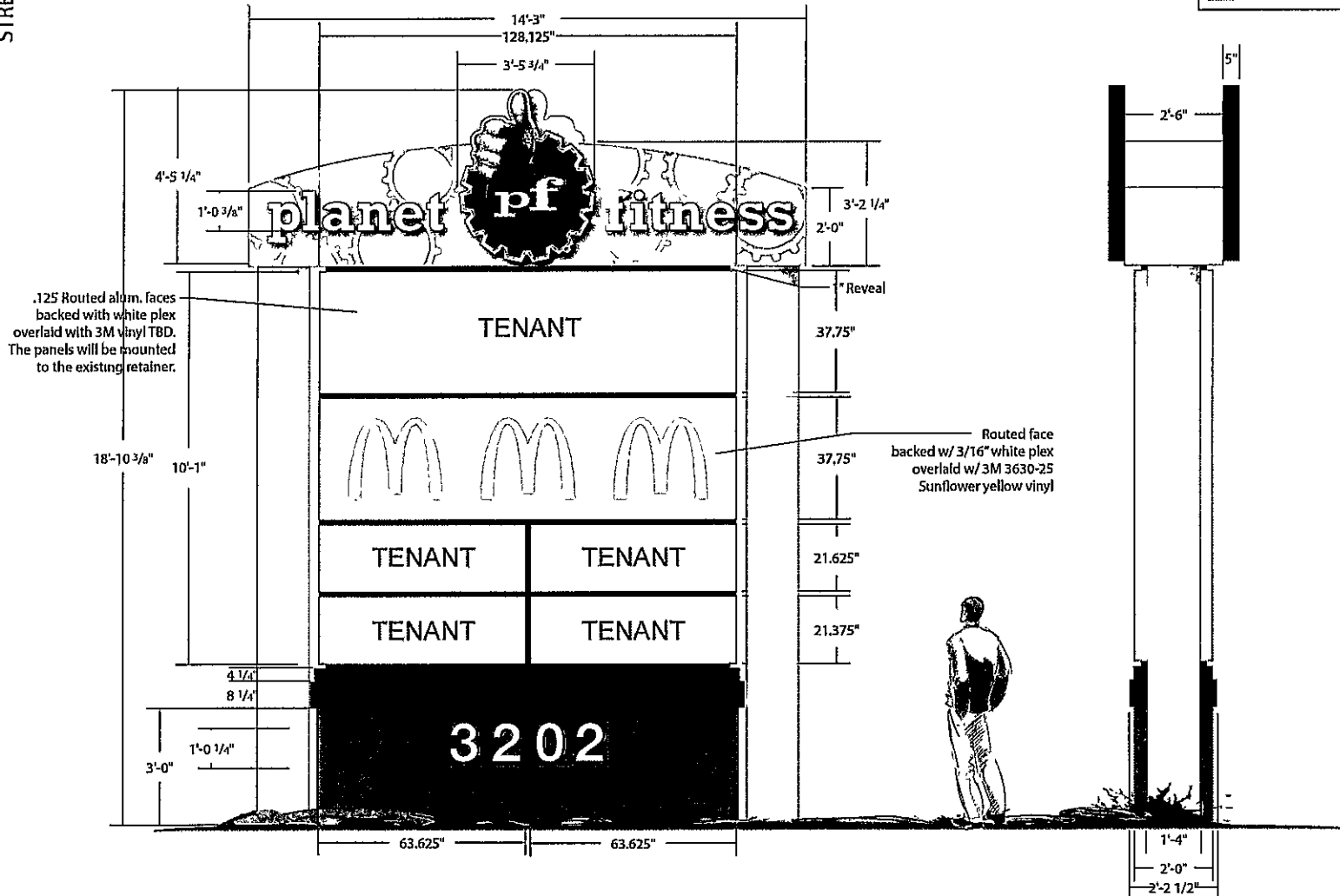
Scale:
3/8" = 1'-0"

SQFT:
173.99

Paint Colors

SHERWIN WILLIAMS
CC-1298 LIGHT GOLD
SHERWIN WILLIAMS
BLACK

SHERWIN WILLIAMS
10YY23/261 BURLAP G



PROJECT:
Greenway Park Plaza

LOCATION:
3202 East Greenway Phoenix, AZ 85032

9203 Valley Rd.
Prescott Valley,
Arizona
86314
800-237-3895

SIGNS PLUS

Account Executive:
Dale Johnson

Designer:
AL

Design Number:
6395

DATE:
09/30/2016

SCALE:
AS NOTED

REVISIONS:

R6-11/16/2018 AL
R9-01/31/2019 AL
R10-03/26/2019 AL
R11-05/29/2019 AL
R12-06/06/2019 AL
R13-06/20/2019 AL

SHEET:

11 OF 12

CUSTOMER APPROVAL

BY: _____

DATE: _____ ☐ W/ CHGS ☐ W/ CHGS



Appendix B:
Company information sheet

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****PART IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Construction Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Training Concepts Inc. DBA Signs Plus
VENDOR SUBMITTING PROPOSAL

86-0670909
FEDERAL TAX ID NUMBER

Chris Baxla - Account Manager
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

9200 E Valley Rd.
ADDRESS

928-772-4070 928-772-7327
TELEPHONE FAX #

Prescott Valley, AZ 86314
CITY STATE ZIP

8-5-19
DATE

WEB SITE: www.arizonasignsplus.com

E-MAIL ADDRESS: cbaxla@arizonasignsplus.com

ARIZONA CORPORATION COMMISSION FILE NO. 02282526

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



**Illuminated & Non-Illuminated Architectural Signage • Awnings
Canopies • Fascia • Neon • Outdoor Lighting • Flagpoles • Crane Service
STATEWIDE FROM PRESCOTT VALLEY & PHOENIX**

Proposal Submitted To:
Town of Chino Valley

Contact Name:
Maggie Tidaback

Bill To Address:

Project:
Community center signs

Phone Number:
928-636-2646

Job Site Address:

Date:
8/6/19

Fax Number:

202 N State Route 89 Chino Valley AZ 86323

Old Home Manor

Signs Plus Hereby Proposes Labor and Material Necessary for the Completion of the Following:

		unit price	QTY	Total
1)	Fabricate and install - 7' x 18.5' SF non illuminated corten monument for chino business park at old home manor. Main copy is to be 1/4" FCO aluminum. All tenant copy is to be 1/8" fco aluminum. does not include any tenant copt at this time. Sign F option 2	\$20,306.11	2	\$40,612.21
2)	Fabricate and install - 7' x 18.5' SF non illuminated corten monument for chino business park at old home manor. Main copy is to be 1/4" FCO aluminum. All tenant copy is to be 1/8" fco aluminum. does not include any tenant copt at this time. Sign F option 2 with additional option for gabions with rock in place of 3' x 4'10" concrete section	\$23,346.17	0	\$0.00
3)	Fabricate and install - 7' x 18.5' SF non illuminated corten monument for chino business park at old home manor. All copy is to be 1/8" fco aluminum. does not include any tenant copt at this time. Sign F option 1	\$11,973.96	0	\$0.00
4)				
5)				
6)				

Price: \$40,612.21 (plus actual permit cost, plus sales tax if applicable)

Terms: TBD. request 50% down Bal/Net 30

Terms and Conditions: All materials are guaranteed to be as specified and all work is to be completed in accordance with standard practices. The company or individual purchasing the above stated products (known from this point on as "customer"), or other, must provide adequate supply of power to within 6' of all illuminated signs prior to installation unless other written contractual arrangements have been made. Customer is responsible for ensuring prior to installation that installation site is free and clear of obstacles that may impede installation. If noted, price includes applicable sales tax in state of Arizona, however, customer is responsible for sales tax obligations in other states if applicable. Price doesn't include permits, including sidewalk permits and police detail, taxes, engineering, or installation unless otherwise specified. In cases requiring digging, install price is based on normal digging conditions. Should rock, water, or other impediments arise, additional labor and / or equipment may be charged. Repairs associated with damage sustained during excavation associated with damage sustained during excavation to unmarked utilities outside the jurisdiction of Arizona BlueStake are the responsibility of the customer. Any alteration of the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond the control of Signs Plus.

Signs Plus Signature/Name:

Date:

Note: Due to the volatility of material prices, this proposal may be withdrawn if signed proposal is not received within

chris baxla chris baxla

8/6/2019

60 days of proposal date

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Signs Plus is authorized to do the work as specified and payment(s) will be made as outlined above. Signs Plus provides a one year unconditional warranty on material and workmanship, excluding fluorescent and other lamps. I, the undersigned, acknowledge that if payment(s) are not made as outlined, that the customer will be held liable for all monies owed and for any legal fees that arise in the attempt to collect payment(s), and that the customer may be charged 1.5% per month, 18% per annum, until balance is paid in full.

Printed Name:

Signature:

Date:

2507 West Villa Rita Drive, Phoenix, Arizona 85023 • (623) 780-1544



Illuminated & Non-Illuminated Architectural Signage • Awnings
Canopies • Fascia • Neon • Outdoor Lighting • Flagpoles • Crane Service
STATEWIDE FROM PRESCOTT VALLEY & PHOENIX

Proposal Submitted To:
Town of Chino Valley

Contact Name:
Maggie Tidaback

Bill To Address:

Project:
Community center signs

Phone Number:
928-636-2646

Job Site Address:

Date:
8/6/19

Fax Number:

202 N State Route 89 Chino Valley AZ 86323

Various

Signs Plus Hereby Proposes Labor and Material Necessary for the Completion of the Following:

		Unit Price	QTY	Total
1)	Fabricate and install 1 - 7' x 9' DF non illuminated monument sign. 3 pillars are to be rusted corten steel, with 2 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. Town Recreation complex 1727 n road 1 east and North campus 1910 voss dr. Sign A	\$7,955.91	2	\$15,911.82
2)	Fabricate and install 1 - 7' x 9' DF non illuminated monument sign. 3 pillars are to be rusted corten steel, with 4 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. Town Hall 202 n state route 89 and north campus 1982 voss dr. Sign B	\$8,822.87	2	\$17,645.74
3)	Fabricate and install 1 - 7' x 9' DF non illuminated monument sign. 3 pillars are to be rusted corten steel, with cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. Town recreation complex 1615 n road 1 east. Like sign A and Sign B	\$8,389.40	1	\$8,389.40
4)	Fabricate and install 1 - 7' x 1' SF non illuminated corten pillars. All copy is to be 1/8" fco aluminum. this price is for 1 set of 2 pillars. Example sign is Police Deapartment. Sign E	\$3,733.75	11	\$41,071.25
5)	Fabricate and install 1 - 10' x 7' DF non illuminated monument sign. 1 pillar is to be rusted corten steel, with 7 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. Municipal Center. optional design. Sign C	\$10,963.08	0	\$0.00
6)				

Price: **\$83,018.21** (plus actual permit cost, plus sales tax if applicable) \$83,018.21

Terms: TBD. request 50% down Bal/Net 30

Terms and Conditions: All materials are guaranteed to be as specified and all work is to be completed in accordance with standard practices. The company or individual purchasing the above stated products (known from this point on as "customer"), or other, must provide adequate supply of power to within 6' of all illuminated signs prior to installation unless other written contractual arrangements have been made. Customer is responsible for ensuring prior to installation that installation site is free and clear of obstacles that may impede installation. If noted, price includes applicable sales tax in state of Arizona, however, customer is responsible for sales tax obligations in other states if applicable. Price doesn't include permits, including sidewalk permits and police detail, taxes, engineering, or installation unless otherwise specified. In cases requiring digging, install price is based on normal digging conditions. Should rock, water, or other impediments arise, additional labor and / or equipment may be charged. Repairs associated with damage sustained during excavation associated with damage sustained during excavation to unmarked utilities outside the jurisdiction of Arizona Bluestake are the responsibility of the customer. Any alteration of the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond the control of Signs Plus.

Signs Plus Signature/Name:

Date:

Note: Due to the volatility of material prices, this proposal may be withdrawn if signed proposal is not received within

Chris Baxla chris baxla 8/6/2019

60 days of proposal date

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Signs Plus is authorized to do the work as specified and payment(s) will be made as outlined above. Signs Plus provides a one year unconditional warranty on material and workmanship, excluding fluorescent and other lamps. I, the undersigned, acknowledge that if payment(s) are not made as outlined, that the customer will be held liable for all monies owed and for any legal fees that arise in the attempt to collect payment(s), and that the customer may be charged 1.5% per month, 18% per annum, until balance is paid in full.

Printed Name:

Signature:

Date:

2507 West Villa Rita Drive, Phoenix, Arizona 85023 • (623) 780-1544

EXHIBIT B
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
TRAINING CONCEPTS INC.,
DBA SIGNS PLUS

[Scope of Work and Fee Proposal]

See following pages.



**Illuminated & Non-Illuminated Architectural Signage • Awnings
Canopies • Fascia • Neon • Outdoor Lighting • Flagpoles • Crane Service
STATEWIDE FROM PRESCOTT VALLEY & PHOENIX**

Proposal Submitted To:
Town of Chino Valley

Contact Name:
Maggie Tidaback

Bill To Address:

Project:
Community center signs

Phone Number:
928-636-2646

Job Site Address:

Date:
10/30/19

Fax Number:

202 N State Route 89 Chino Valley AZ 86323 Various

Signs Plus Hereby Proposes Labor and Material Necessary for the Completion of the Following:

		Unit Price	QTY	Total
1)	Fabricate and install 2 - 7' x 9' DF non illuminated monument sign. 2 pillars are to be rusted corten steel, with 2 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. sign a1 and a2	\$7,752.52	2	\$15,505.03
2)	Fabricate and install 1 - 7' x 9' DF non illuminated monument sign. 2 pillars are to be rusted corten steel, with 3 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. sign a3	\$7,955.84	1	\$7,955.84
3)	Fabricate and install 2 - 7' x 9' DF non illuminated monument sign. 2 pillars for memory park and 3 pillars for town hall are to be rusted corten steel, with 4 cross members attached inside the corten pillars. All copy is to be 1/8" fco aluminum. sign a5 and a6	\$9,210.00	2	\$18,420.00
4)	Fabricate and install 7 - 7' x 1' SF non illuminated corten pillars. All copy is to be 1/8" fco aluminum. this price is for 2 sets of 2 pillars and 5 sets of 1 pillar. Sign b.1 - b.7. 9 (nine) pillars total	\$2,697.09	9	\$24,273.81
5)	Fabricate and install 1 - 10' x 18" 4 sided non illuminated TOWER sign. all 4 sides to be corten steel. All 4 sides to have the same copy. All copy is to be 1/8" fco aluminum. Rec center	\$9,579.56	1	\$9,579.56
6)	Fabricate and install 2 - 8' x 18.5' SF non illuminated corten monument for chino business park at old home manor. Main copy is to be 1/4" FCO aluminum. All tennant copy is to be 1/8" fco aluminum. does not include any tenant copt at this time.	\$22,748.98	2	\$45,497.96
6)	Fabricate and install 1 - 4' x 12.5' SF non illuminated corten monument for chino municipal center. Main copy is to be 1/4" FCO aluminum. 2 concrete pillars with chino valley logos. sign is curved for better viewing on corner.	\$13,546.50	1	\$13,546.50
	price includes permitting time, surveys, design time, travel, logistics, and final inspections			

Price: \$134,778.70 (plus actual permit cost, plus sales tax if applicable)

\$134,778.70

Terms: TBD.

Terms and Conditions: All materials are guaranteed to be as specified and all work is to be completed in accordance with standard practices. The company or individual purchasing the above stated products (known from this point on as "customer"), or other, must provide adequate supply of power to within 6' of all illuminated signs prior to installation unless other written contractual arrangements have been made. Customer is responsible for ensuring prior to installation that installation site is free and clear of obstacles that may impede installation. If noted, price includes applicable sales tax in state of Arizona, however, customer is responsible for sales tax obligations in other states if applicable. Price doesn't include permits, including sidewalk permits and police detail, taxes, engineering, or installation unless otherwise specified. In cases requiring digging, install price is based on normal digging conditions. Should rock, water, or other impediments arise, additional labor and / or equipment may be charged. Repairs associated with damage sustained during excavation associated with damage sustained during excavation to unmarked utilities outside the jurisdiction of Arizona Bluestake are the responsibility of the customer. Any alteration of the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond the control of Signs Plus.

Signs Plus Signature/Name:

Date:

Note: Due to the volatility of material prices, this proposal may be withdrawn if signed proposal is not received within

chris baxla chris baxla

10/30/2019

60 days of proposal date

2507 West Villa Rita Drive, Phoenix, Arizona 85023 • (623) 780-1544

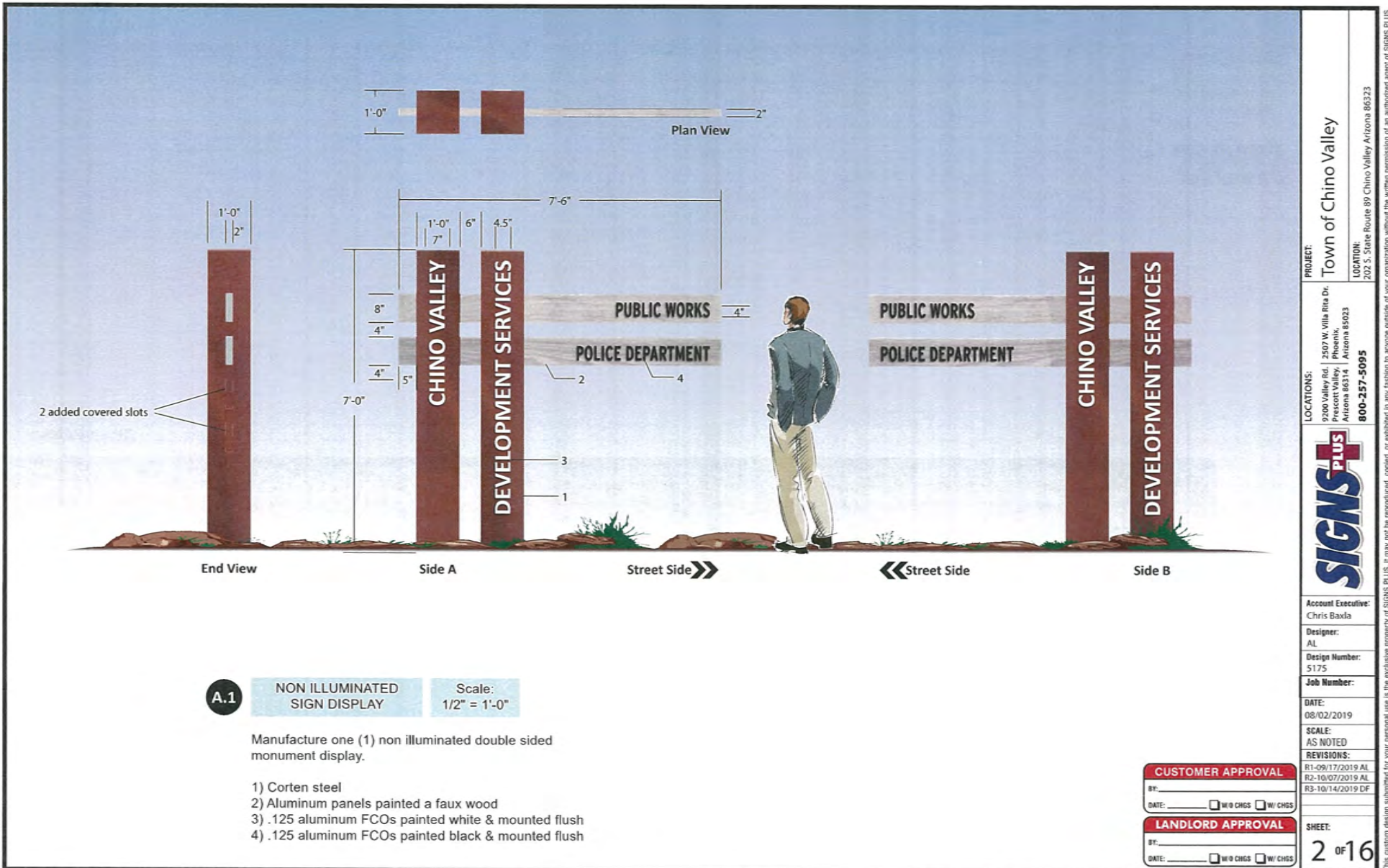
TOWN OF CHINO VALLEY

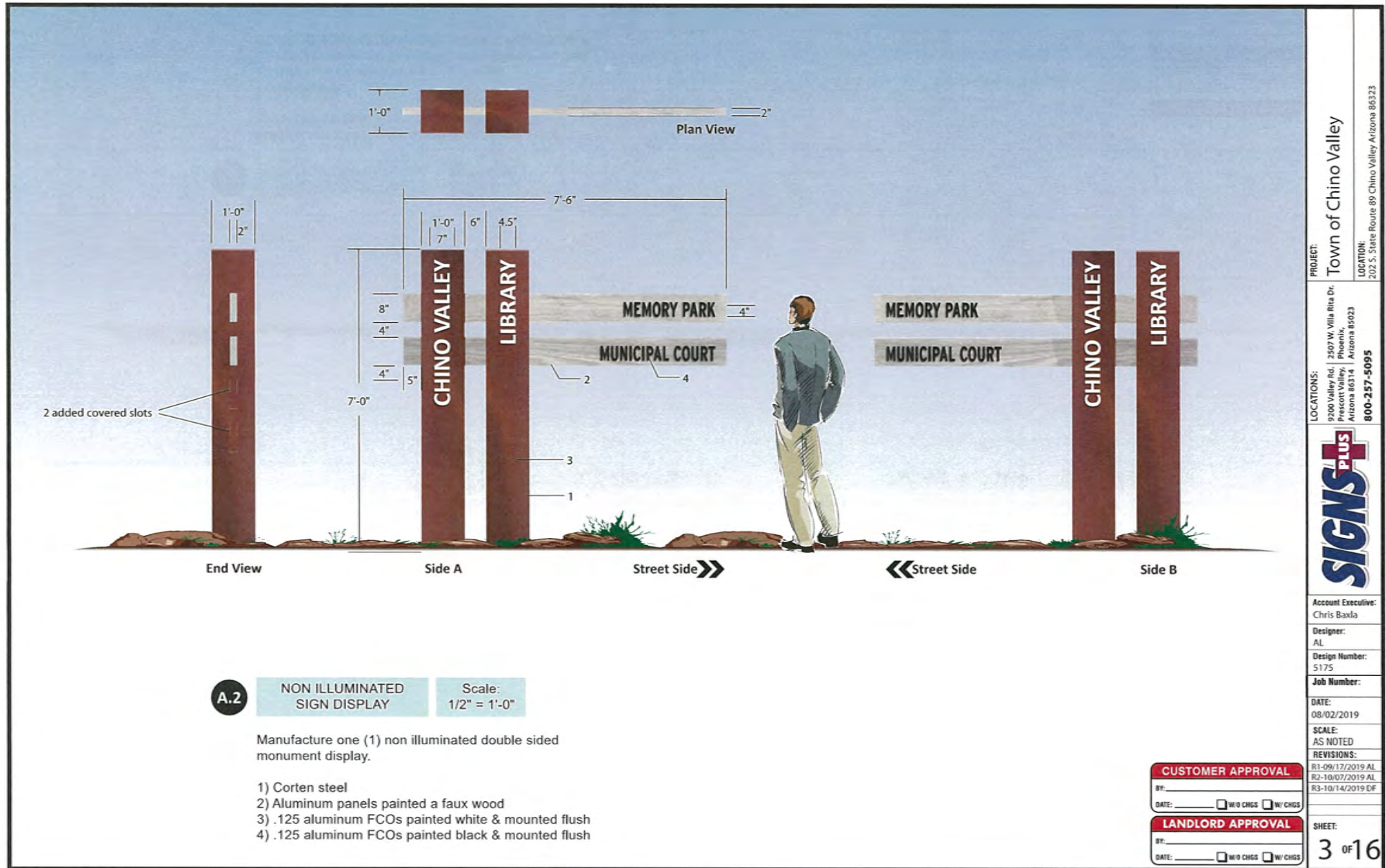
CONCEPTUAL SIGN PACKAGE

10/07/2019 - R2

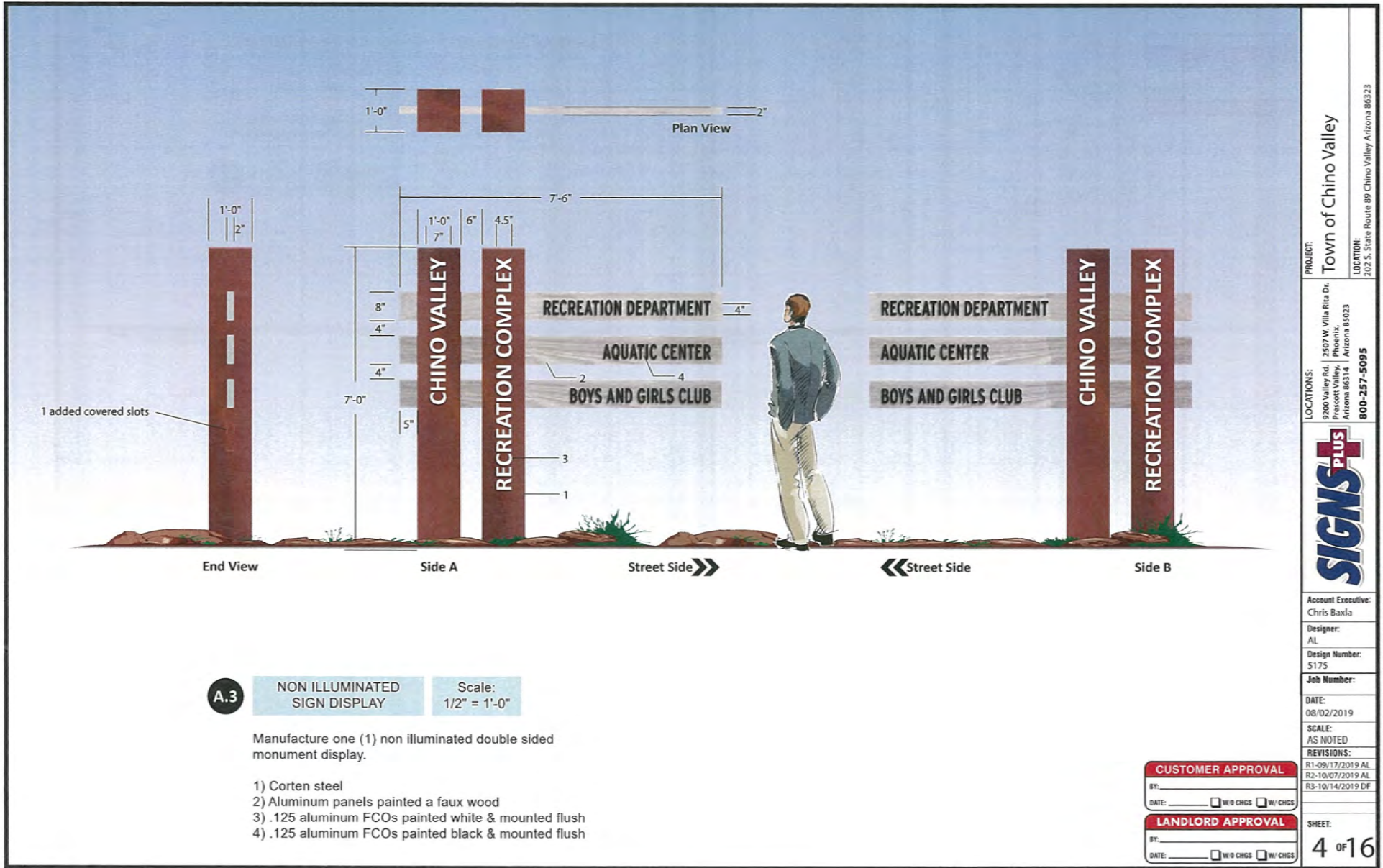


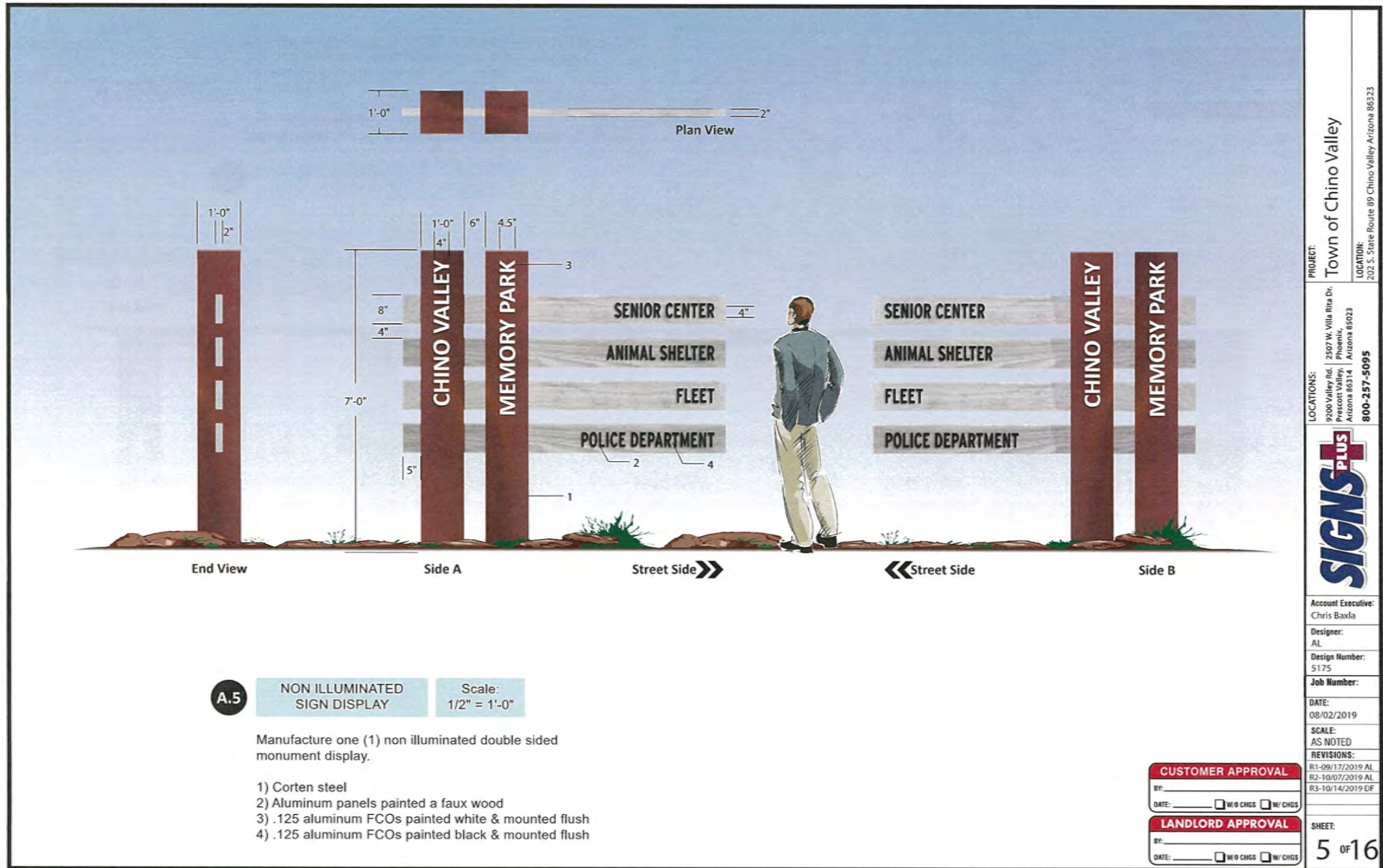
Chris Baxla
C - 623.640.0871
O - 623.780.1544
2507 W. Villa Rita Dr.
Phoenix, AZ 85023



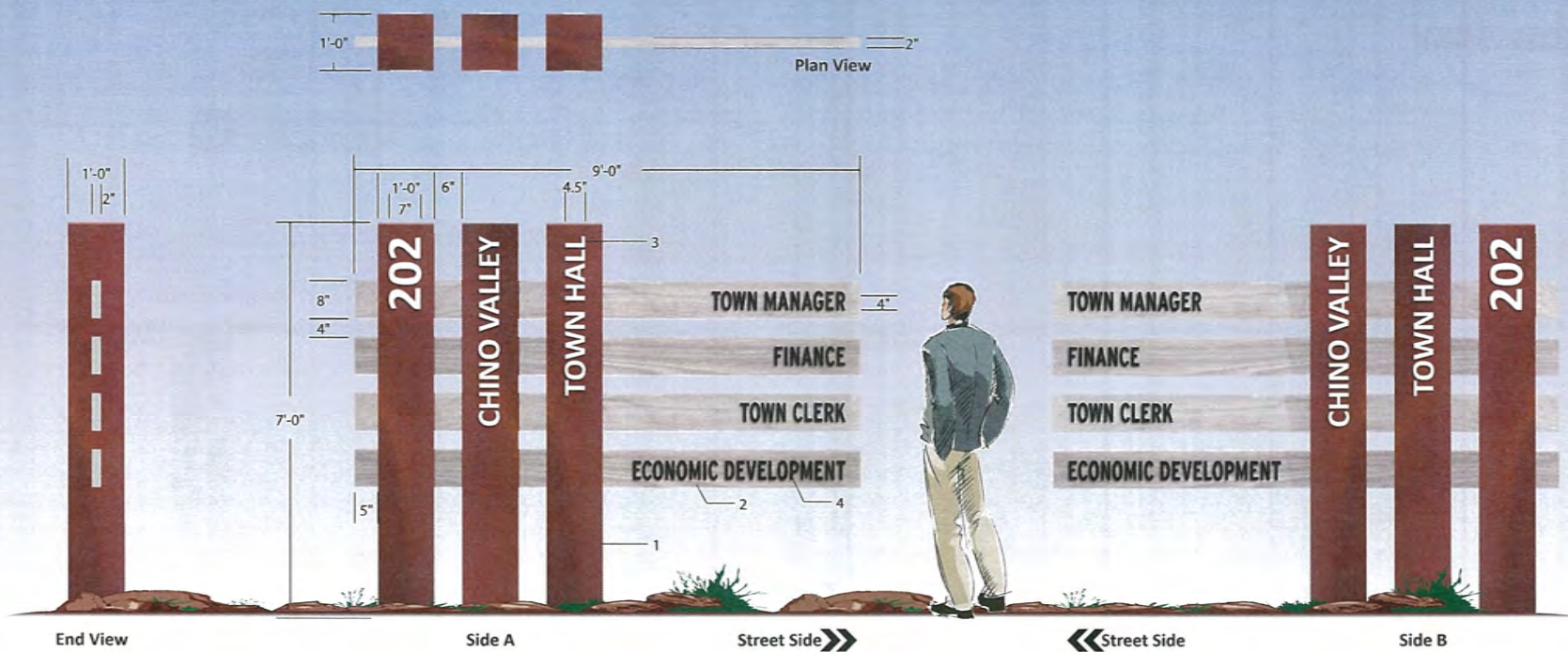


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A.6

**NON ILLUMINATED
SIGN DISPLAY** Scale:
1/2" = 1'-0"

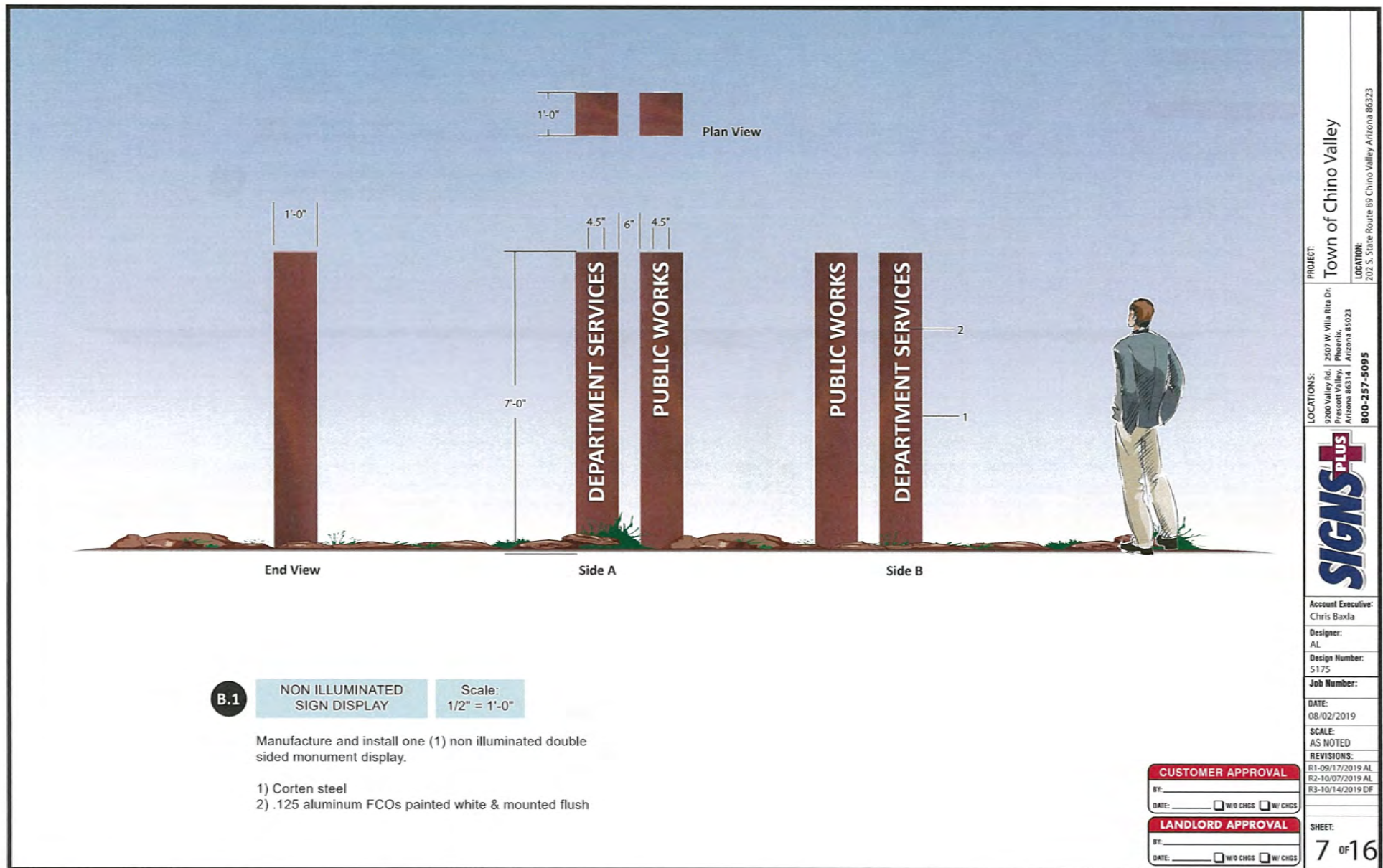
Manufacture one (1) non illuminated double sided monument display.

- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush

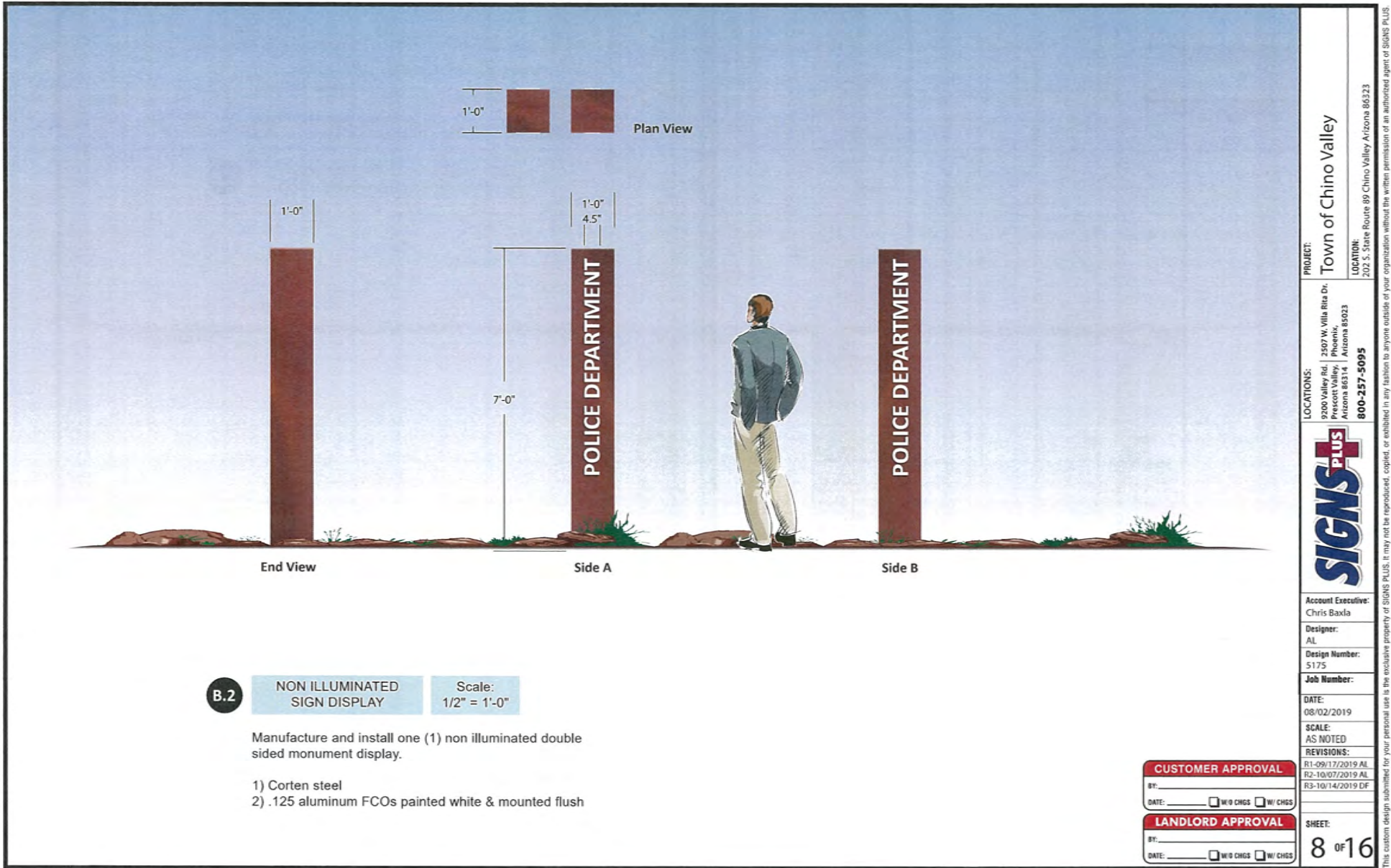
CUSTOMER APPROVAL	
BY: _____	DATE: _____
☐ W/D CHGS ☐ N/I CHGS	
LANDLORD APPROVAL	
BY: _____	DATE: _____
☐ W/D CHGS ☐ N/I CHGS	

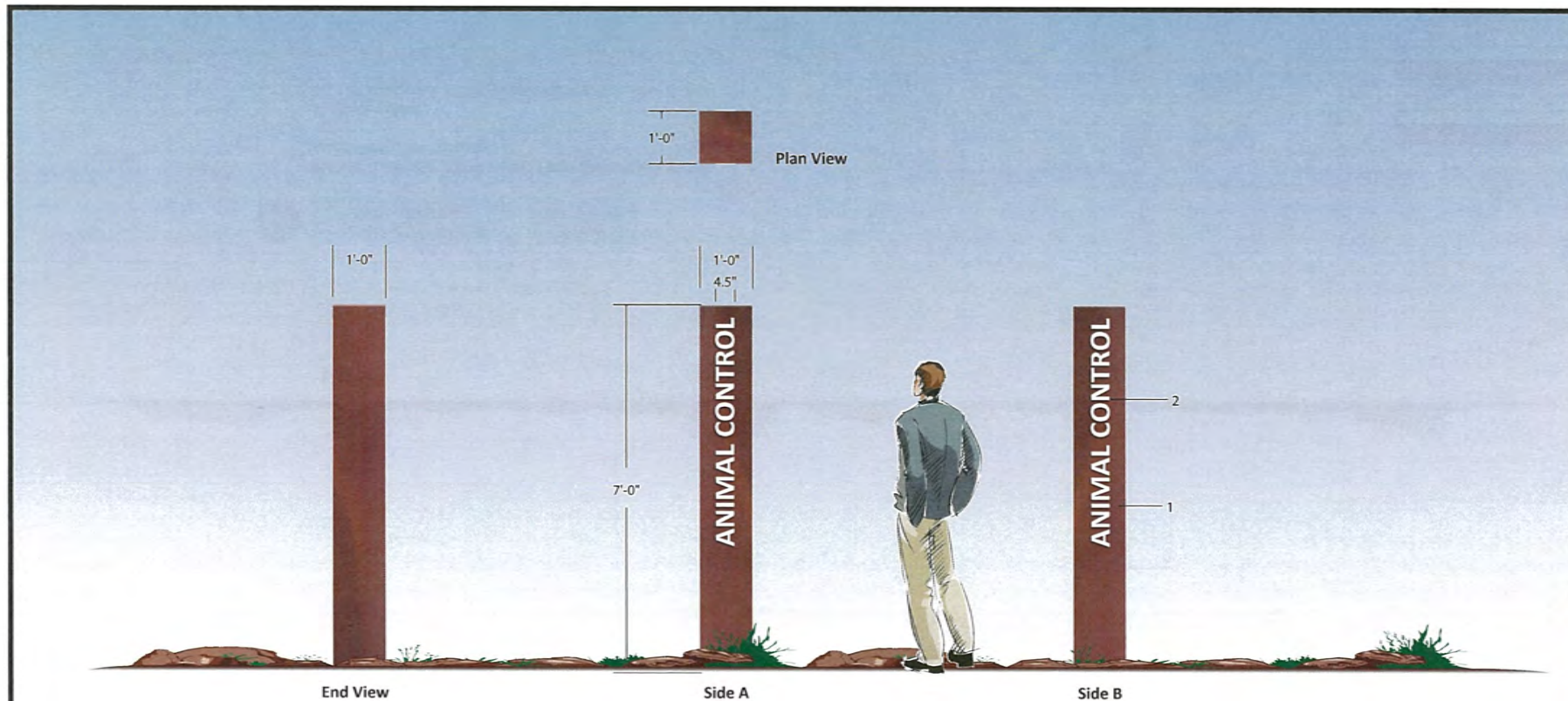
PROJECT: Town of Chino Valley LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	
LOCATIONS: 9200 Valley Rd. 2502 W. Villa Rita Dr. Prescott Valley, Phoenix, Arizona 86314	800-257-5095
SIGNS PLUS	
Account Executive: Chris Baxla Designer: AL Design Number: 5175 Job Number: DATE: 08/02/2019 SCALE: AS NOTED REVISIONS: R1-09/17/2019 AL R2-10/07/2019 AL R3-10/14/2019 DF	
SHEET: 6 OF 16	

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B.3

**NON ILLUMINATED
SIGN DISPLAY**

Scale:
1/2" = 1'-0"

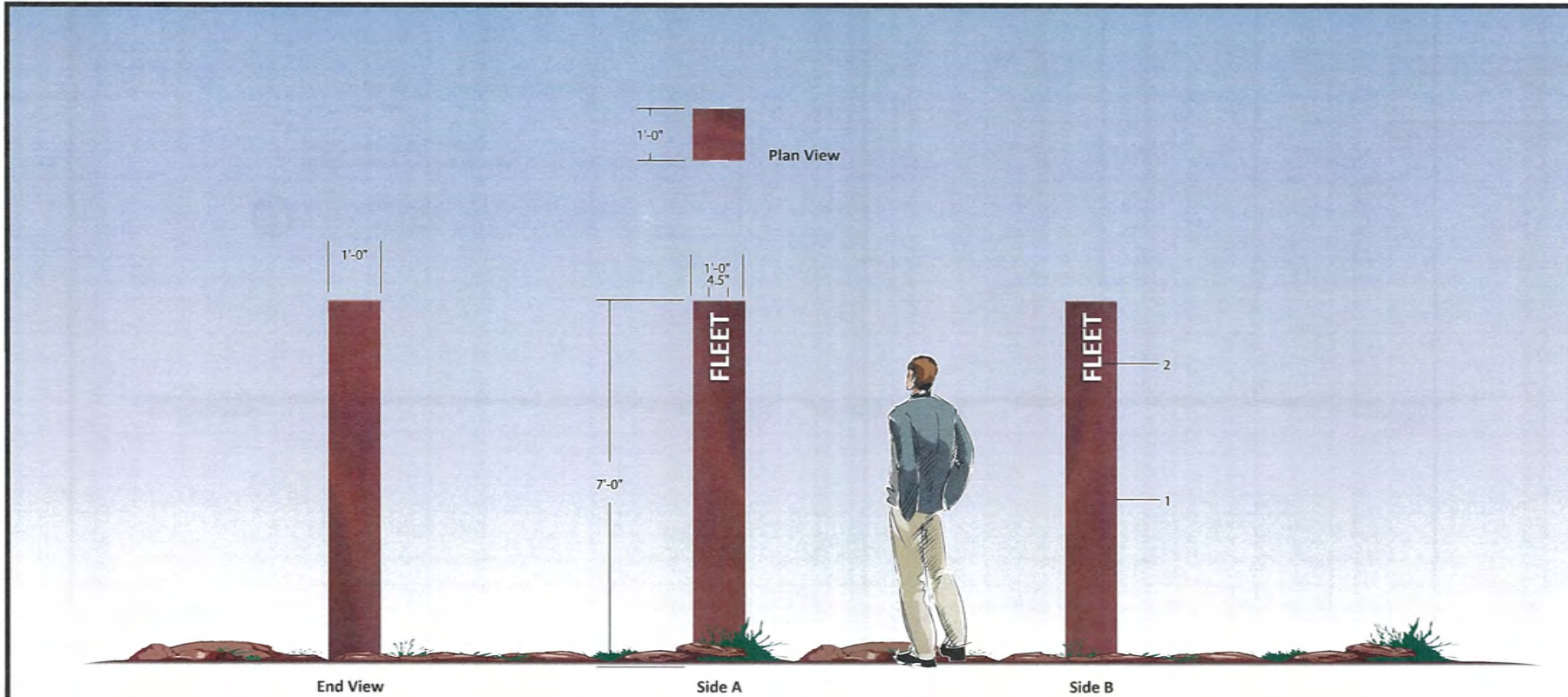
Manufacture and install one (1) non illuminated double sided monument display.

- 1) Corten steel
- 2) .125 aluminum FCOs painted white & mounted flush

CUSTOMER APPROVAL	
BY: _____	DATE: _____
☐ W/ CHGS ☐ W/ CHGS	
LANDLORD APPROVAL	
BY: _____	DATE: _____
☐ W/ CHGS ☐ W/ CHGS	

PROJECT: Town of Chino Valley LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	LOCATIONS: 9200 Valley Rd. 2507 W. Villa Rita Dr. Prescott Valley, Phoenix, Arizona 86314 Arizona 85023 800-257-5095
	Account Executive: Chris Baxla Designer: AL Design Number: 5175 Job Number: DATE: 08/02/2019 SCALE: AS NOTED REVISIONS: R1-09/17/2019 AL R2-10/07/2019 AL R3-10/14/2019 DF
SHEET: 9 OF 16	

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B.4

**NON ILLUMINATED
SIGN DISPLAY**

**Scale:
1/2" = 1'-0"**

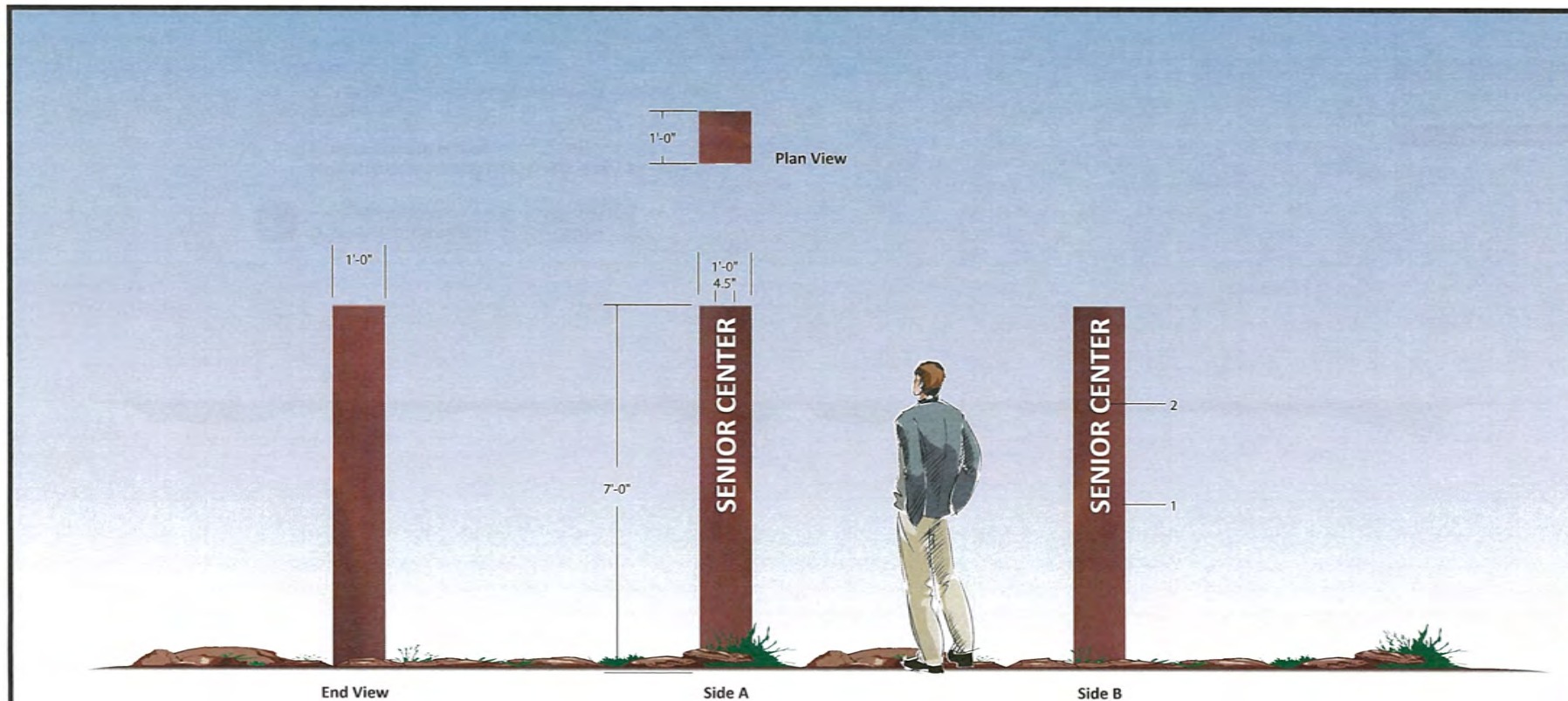
Manufacture and install one (1) non illuminated double sided monument display.

- 1) Corten steel
- 2) .125 aluminum FCOs painted white & mounted flush

CUSTOMER APPROVAL	
BY: _____	
DATE: _____	☐ W/D CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY: _____	
DATE: _____	☐ W/D CHGS ☐ W/ CHGS

PROJECT: Town of Chino Valley	
LOCATIONS: 9200 Valley Rd, 2507 W. Villa Rita Dr, Prescott Valley, Phoenix, Arizona 86314	
LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	
800-257-5095	
Account Executive: Chris Baxla	
Designer: AL	
Design Number: 5175	
Job Number:	
DATE: 08/02/2019	
SCALE: AS NOTED	
REVISIONS:	
R1-09/17/2019 AL	
R2-10/07/2019 AL	
R3-10/14/2019 DF	
SHEET: 10 OF 16	

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B.5

**NON ILLUMINATED
SIGN DISPLAY**

Scale:
1/2" = 1'-0"

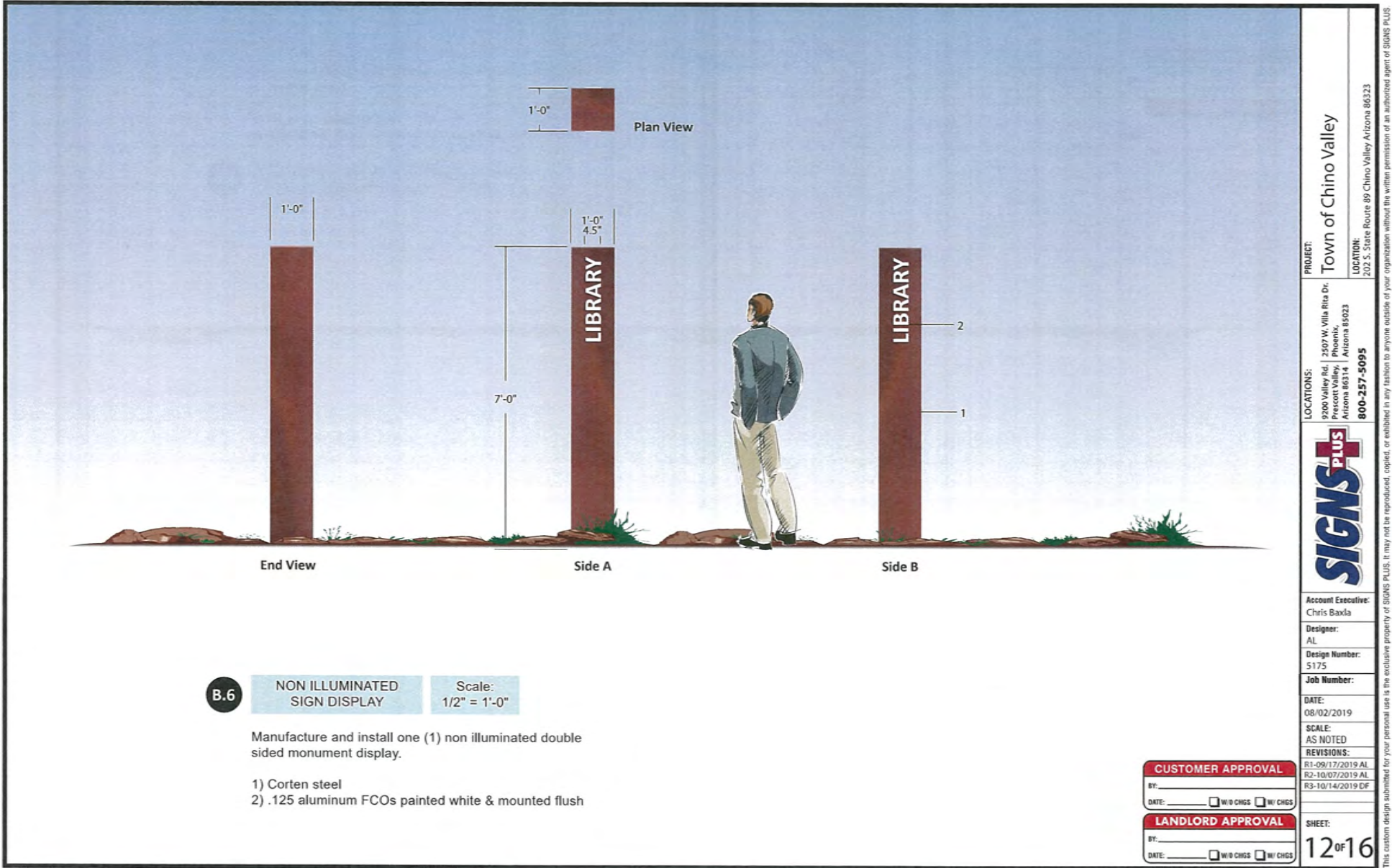
Manufacture and install one (1) non illuminated double sided monument display.

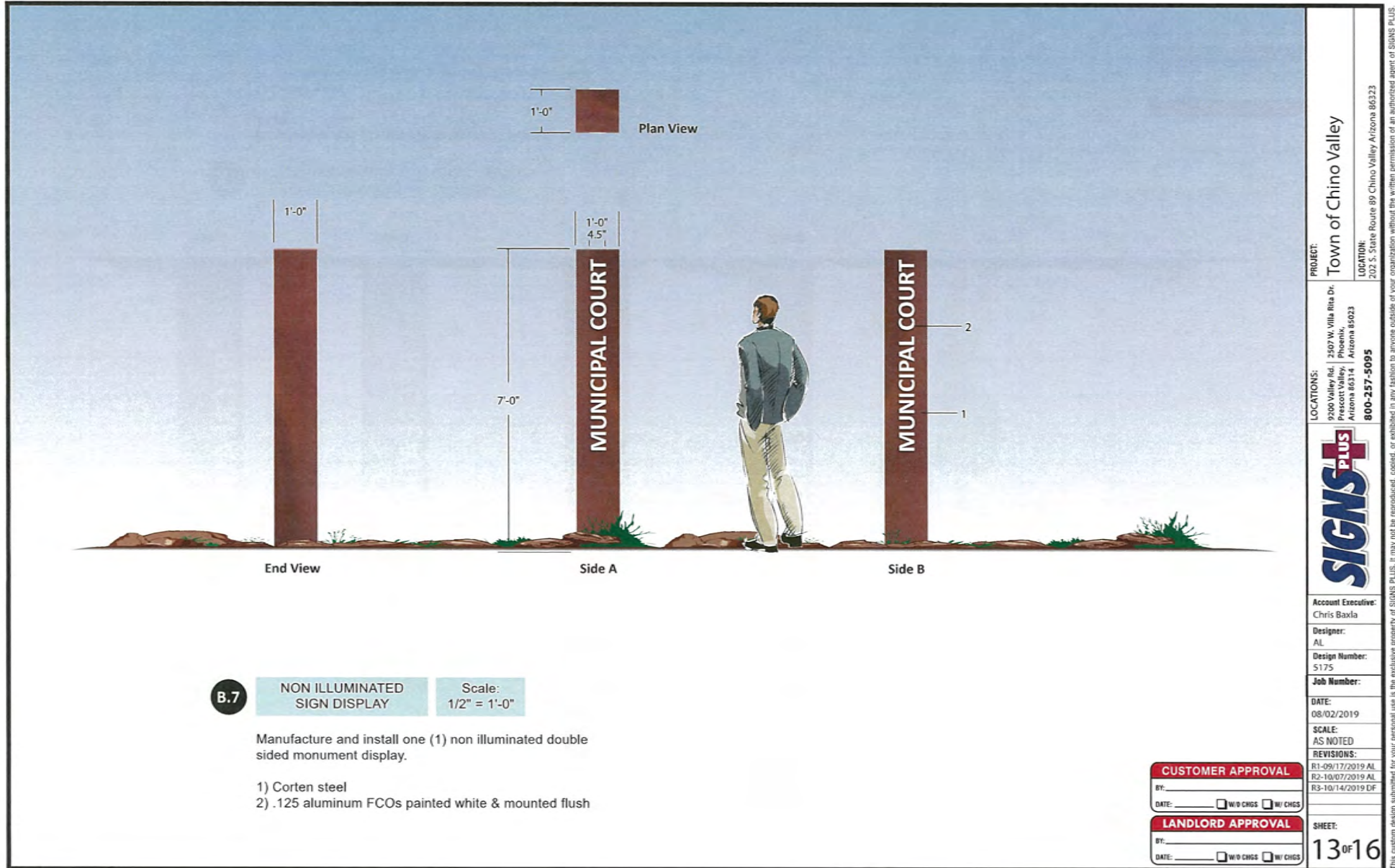
- 1) Corten steel
- 2) .125 aluminum FCOs painted white & mounted flush

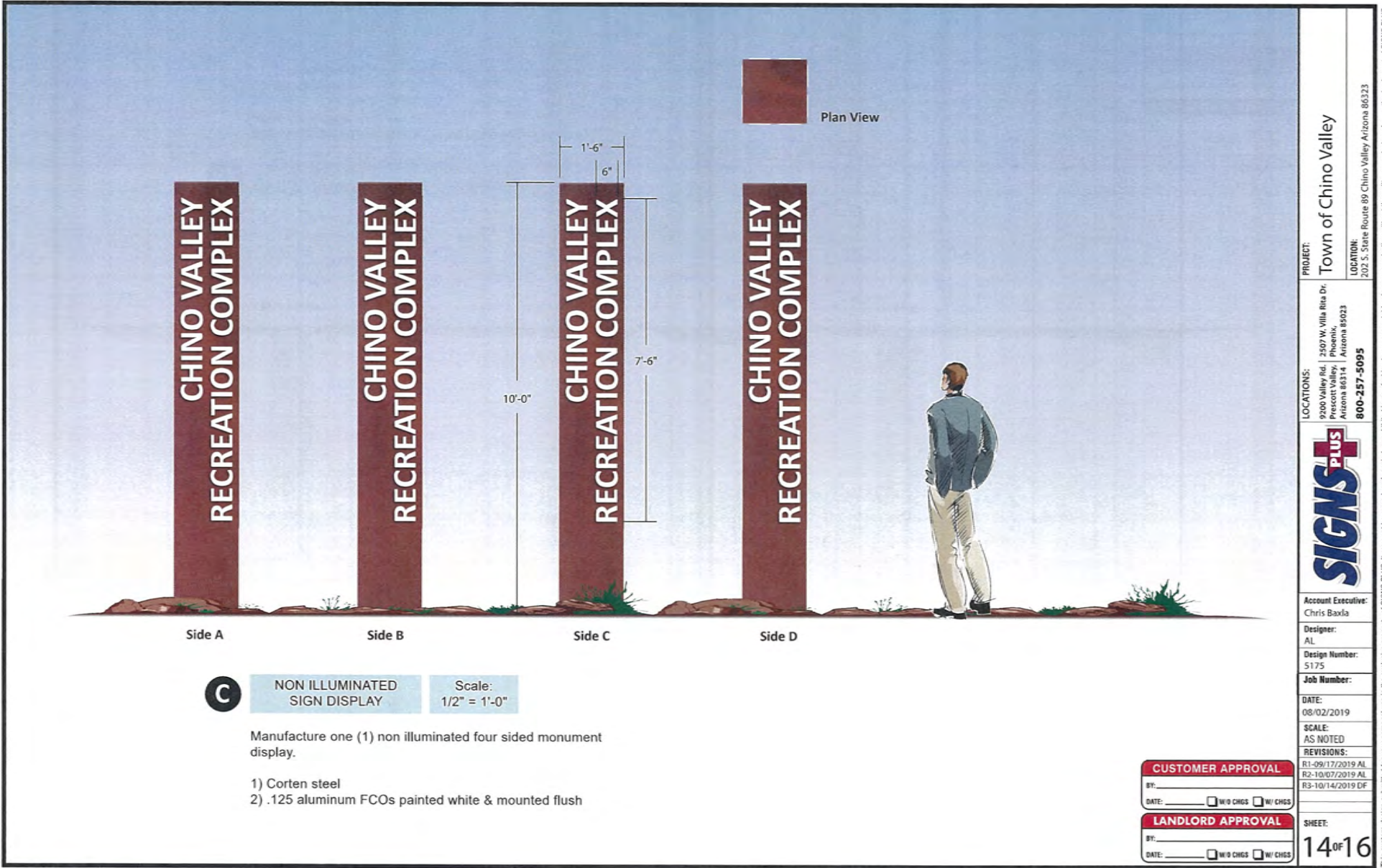
CUSTOMER APPROVAL	
BY: _____	
DATE: _____	☐ W/ CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY: _____	
DATE: _____	☐ W/ CHGS ☐ W/ CHGS

PROJECT: Town of Chino Valley	
LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	
LOCATIONS: 9200 Valley Rd. 2507 W. Villa Rita Dr. Phoenix, Arizona 85023	
800-257-5095	
Account Executive: Chris Baxla	
Designer: AL	
Design Number: 5175	
Job Number:	
DATE: 08/02/2019	
SCALE: AS NOTED	
REVISIONS:	
R1-09/17/2019 AL	
R2-10/07/2019 AL	
R3-10/14/2019 DF	
SHEET: 11 OF 16	

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D

NON ILLUMINATED
SIGN DISPLAY

Scale:
3/8" = 1'-0"

Manufacture and install two (2) non illuminated single sided monument signs.

- 1) Corten steel
- 2) Aluminum panels painted a faux wood
- 3) .125 aluminum FCOs painted white & mounted flush
- 4) .125 aluminum FCOs painted black & mounted flush
- 5) Concrete
- 6) Logo will be FCO alum. w/ a 3M digital graphic.

CUSTOMER APPROVAL	
BY:	
DATE:	☐ W/ CHGS ☐ W/ CHGS
LANDLORD APPROVAL	
BY:	
DATE:	☐ W/ CHGS ☐ W/ CHGS

PROJECT: Town of Chino Valley	
LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	
LOCATIONS: 9200 Valley Rd. 2507 W. Villa Rita Dr. Prescott Valley, Arizona 86314 Arizona 85023	
800-257-5095	
SIGNS PLUS	
Account Executive: Chris Baxla	
Designer: AL	
Design Number: 5175	
Job Number:	
DATE: 08/02/2019	
SCALE: AS NOTED	
REVISIONS:	
R1-09/17/2019 AL	
R2-10/07/2019 AL	
R3-10/14/2019 DF	
SHEET: 15 OF 16	

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End View

E NON ILLUMINATED SIGN DISPLAY Scale: 1/2" = 1'-0"

Manufacture and install one (1) non illuminated single sided monument signs.

- 1) Corten steel
- 2) .125 aluminum FCOs painted white & mounted flush
- 3) Logo will be FCO alum. w/ a 3M digital graphic.
- 4) Concrete

CUSTOMER APPROVAL	
BY: _____	DATE: _____
☐ W/O CHGS ☐ W/ CHGS	
LANDLORD APPROVAL	
BY: _____	DATE: _____
☐ W/O CHGS ☐ W/ CHGS	

PROJECT: Town of Chino Valley LOCATION: 202 S. State Route 89 Chino Valley Arizona 86323	LOCATIONS: 9200 Valley Rd., Prescott Valley, Arizona 86314 800-257-5095		Account Executive: Chris Baxila
			Designer: AL
			Design Number: 5175
			Job Number: DATE: 08/02/2019
			SCALE: AS NOTED
			REVISIONS: R1-09/17/2019 AL R2-10/07/2019 AL R3-10/14/2019 DF
			SHEET: 16 OF 16

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 11/12/2019
Contact Person: Susan Goodwin, Town Attorney
Department: Town Attorney
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to: (i) adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Chapter 114 CableTelevision, Section 114.02 LicenseRequired; and adopting by reference new Chapter 117 VideoServices relating to the regulation of video services by the Town and the licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services.

RECOMMENDED ACTION:

(i) Adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Chapter 114 CableTelevision, Section 114.02 LicenseRequired; and adopting by reference new Chapter 117 VideoServices relating to the regulation of video services by the Town and the licensing of video service providers in the Town; and
(ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services.

SITUATION AND ANALYSIS:

In 2018 legislation was passed that preempted most local regulation of cable services even though cable companies use the public right-of-way to provide services to their customers. Historically, cities and towns negotiated license agreements with cable companies. Under the new legislation, cable companies are referred to as "video services providers" and cable service is called "video service". In June 2019 the Town adopted a Uniform Video Services License Agreement and a Uniform application/affidavit, as required by the legislation. During the period from January 1, 2020 through June 30, 2020, cable companies with existing licenses may elect to obtain a Uniform License and terminate an existing cable license. If the cable company does not terminate its existing license, it will continue operating under its existing license until it expires. After that, the new statute will apply that that cable company.

Under the new statute, applications for a cable license are submitted to the Town Clerk and the license must be approved within 30 days of submittal (unless the application is incomplete). No council approvals are

permitted or required. There are no grounds for denial.

No in kind services may be required. Fees for applications, construction permits and inspections may be charged but must be offset by license fees. The Town may require that a video service provider bear reasonable costs associated with repair and restoration of streets.

The Town may still charge a license fee of up to 5% of gross revenues. However, under a new rule issued by the Federal Communications Commission on August 1, 2019, the total of the license fee, the transaction privilege taxes imposed and in-kind contributions may not exceed 5% of gross revenues (unless agreed to in a separate agreement). There is an exception for the contribution of PEG capacity.

The term of licenses is ten years, which must be extended if the video services provider files a notice with the Town Clerk. Video services providers must comply with engineering and safety codes applicable to its construction practices, technical standards required by federal law, and other federal laws. Video services providers must comply with these standards, but there is no enforcement mechanism. The Town may not require a local office. There is no buildout requirement. The only requirement is that video services providers must provide service to at least one subscriber within twenty-four months of issuance of Uniform License. Complaints must be filed (by or against) a video services provider through the State Office of Administrative Hearings.

Other than a requirement that the Town adopt an ordinance that the license fee be imposed equally and uniformly on video service providers and holdover cable operators, there is no requirement that the Town adopt a regulatory ordinance. However, the State statute and the FCC rule are complicated and somewhat difficult to understand. The Town Attorney's office therefore prepared this ordinance, which complies with both the State statute and the new FCC rule. This ordinance, if adopted, will serve as guidance to Town staff in carrying out their responsibilities under the statute.

Highlights of the proposed ordinance are:

- Applications are filed with the Town Clerk, who forwards it to the Town Engineer. It must be approved within 30 days unless the application is incomplete. No Council approval.
- The term of a license is 10 years, which may be extended by the video services provider.
- Undergrounding of facilities is required.
- The video services provider must obtain a permit to work in the right-of-way and comply with mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway.
- The license fee is established by resolution of the Council. The total of the license fee, transaction privilege taxes and in-kind contributions (unless a separate agreement is entered into) may not exceed 5% of gross revenues.
- Public, educational and government access programming (PEG) is required. The channel capacity shall include not more than two lines of access programming with each line of programming carried on up to two standard definition channels and two switched digital high-definition channels.
- The Town must notify the video services provider of annexations.

Fiscal Impact

Fiscal Impact?: no

If Yes, Budget Code:

Available:

Funding Source:

Attachments

FCC Cable Order Summary

ORD - 2019-874 - Video Services

RES - 2019-1148 - Video License Fee

**Media Contact:**

Janice Wise, (202) 418-8165
janice.wise@fcc.gov

For Immediate Release**FCC UPDATES CABLE FRANCHISING RULES TO PROMOTE
BROADBAND DEPLOYMENT BY CABLE OPERATORS**

WASHINGTON, August 1, 2019—The Federal Communications Commission today adopted new rules to promote broadband investment and deployment. Specifically, the Order prohibits excessive franchise fees and explains that local governments may not regulate most non-cable services, including broadband Internet access service, offered over a cable system. These rules respond to a remand by the U.S. Court of Appeals for the Sixth Circuit and set forth how local franchising authorities may regulate cable operators pursuant to the Communications Act.

Under the Communications Act, every local franchising authority and every cable operator that offers cable service must comply with the Act's cable franchising provisions, and local franchising authorities may charge franchise fees that are capped at five percent of a cable operator's revenue derived from the provision of cable service. But some local governments, through the practice of requiring "in-kind contributions," have been imposing franchise fees that exceed the five percent cap. In addition to being unlawful, this practice discourages broadband investment, deployment, and innovation by cable operators.

In order to rein in overreach by local franchising authorities, and thereby facilitate the deployment of broadband infrastructure, the Commission concluded today that, under the Act, cable-related, non-monetary contributions required by a local franchise are franchise fees subject to the statutory five percent cap with limited exceptions, including an exemption for certain capital costs related to public, educational, and governmental access channels.

It has also prohibited, pursuant to the Act, local franchising authorities from regulating the provision of most non-cable services, including broadband Internet access service, that cable operators offer over their cable systems.

In addition, the Commission decided that any state or local regulation of a cable operator's non-cable services that imposes obligations on franchised cable operators beyond what the Communications Act allows is preempted.

Finally, the Commission concluded that requirements concerning local franchising authority regulation of cable operators should apply to state-level franchising actions and state regulations related to local franchising.

Together, these rules faithfully implement the terms of the Act and remove obstacles to the deployment of broadband.

Action by the Commission August 1, 2019 by Third Report and Order (FCC 19-80). Chairman Pai, Commissioners O’Rielly and Carr approving. Commissioners Rosenworcel and Starks dissenting. Chairman Pai, Commissioners O’Rielly, Carr, Rosenworcel, and Starks issuing separate statements.

MB Docket No. 05-311

###

Media Relations: (202) 418-0500 / ASL: (844) 432-2275 / TTY: (888) 835-5322 / Twitter: @FCC / www.fcc.gov

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

ORDINANCE NO. 2019-874

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "TOWN OF CHINO VALLEY VIDEO SERVICES REGULATORY ORDINANCE DATED NOVEMBER 12, 2019" AS A PUBLIC RECORD; ADOPTING THE "TOWN OF CHINO VALLEY VIDEO SERVICES REGULATORY ORDINANCE DATED NOVEMBER 12, 2019" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY TOWN CODE BY AMENDING CHAPTER 114 CABLE TELEVISION, § 114.02 LICENSE REQUIRED AND BY CREATING A NEW CHAPTER 117 VIDEO SERVICES, CONSISTING OF THE "TOWN OF CHINO VALLEY VIDEO SERVICES REGULATORY ORDINANCE DATED NOVEMBER 12, 2019"; ALL RELATING TO THE REGULATION OF VIDEO SERVICES BY THE TOWN AND THE LICENSING OF VIDEO SERVICE PROVIDERS IN THE TOWN; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROVIDING FOR LICENSE REQUIREMENTS; IMPOSING FEES; SETTING FORTH VIOLATIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2018 the Arizona State Legislature adopted Chapter 331 and in 2019 the Arizona State Legislature adopted Chapters 76, 163 and 319 (collectively the "Act"), declaring that the regulation of video services and video service providers is a matter of state-wide concern and setting forth the powers of Arizona cities and towns with respect to the regulation of video services and video services providers; and

WHEREAS, the Act preempts the Town of Chino Valley (the "Town") with respect to the regulation of video services and video service providers, prescribes the process for issuing and renewing licenses for video services, and other regulation of video services and video service providers in the Town; and

WHEREAS, the Federal Communications Commission adopted FCC 19-80 on August 1, 2019, which further preempts local jurisdictions in the regulation of video services and video service providers; and

WHEREAS, the Town adopts this ordinance in order to comply with the requirements of the Act and federal law.

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

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

SECTION 2. That certain document entitled "Town of Chino Valley Video Services Regulatory Ordinance dated November 12, 2019," three paper copies or one paper copy and one electronic copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The Chino Valley Town Code is hereby amended by amending Chapter 114 Cable Television, §114.02 License Required to read as follows:

§ 114.02 APPLICABILITY; License Required

A. THIS CHAPTER SHALL APPLY TO A CABLE TELEVISION LICENSE GRANTED ON OR BEFORE DECEMBER 31, 2019, UNLESS THE LICENSEE HAS ELECTED TO TERMINATE ITS LICENSE DURING THE PERIOD COMMENCING JANUARY 1, 2020, AND ENDING JUNE 30, 2020, PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-1412.

B. A non-exclusive license to construct, operate and maintain a cable system within all or any portion of the town is required of any person desiring to provide cable service in the town.

SECTION 4. The Chino Valley Town Code is hereby amended by adding new Chapter 117 Video Services, consisting of that public record entitled "Town of Chino Valley Video Services Regulatory Ordinance dated November 12, 2019," which document is hereby adopted and incorporated into this ordinance by reference.

SECTION 5. The requirements of Chapter 117 shall be enforced through the procedures set forth in Arizona Revised Statutes Section 9-1451.

SECTION 6. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance, or any part of the Code adopted herein by reference, are hereby repealed.

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. This ordinance and all documents adopted by reference shall be effective from and after January 1, 2020.

SECTION 9. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 12th day of November, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

I hereby certify the above foregoing Ordinance No. 2019-874 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on November 12, 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

TOWN OF CHINO VALLEY VIDEO SERVICES REGULATORY ORDINANCE
Dated November 12, 2019

CHAPTER 117 VIDEO SERVICES

General Provisions

§ 117.01 Purpose and Intent

The purposes of this chapter are to comply with the requirements of Arizona Revised Statutes Title 9, Chapter 13 and federal law and to set forth regulations for the application by video service providers for uniform video services licenses for the provision of video services and other authorized services in the town, to provide for issuance of uniform video services licenses in accordance with law, to provide for imposition of non-discriminatory license fees, and to otherwise carry out the mandates of Arizona Revised Statutes Title 9, Chapter 13 and federal law. It is the intent of this chapter that all rights and obligations set forth in Arizona Revised Statutes Title 9, Chapter 13 are preserved and shall apply, irrespective of whether specifically set forth in this chapter.

§ 117.02 Definitions

The definitions set forth in A.R.S. Section 9-1401 shall apply to this chapter.

§ 117.03 Unlawful Acts; Violation

- A. It is unlawful for a video service provider to establish, operate or to carry on the business of video service in the town without first having been issued and continuing to hold a local license issued pursuant to this chapter.
- B. It is unlawful for any video service provider to construct, operate or maintain a video service network within the boundaries of the town without first having been issued and continuing to hold a local license issued by the town pursuant to this chapter.
- C. It is unlawful for any person to make any unauthorized connections, whether physically, electrically, acoustically, inductively or otherwise, with any part of a licensed video service network within the town for the purpose of enabling himself or herself or others to receive any video service without the permission of the video service provider to whom a local license has been issued.
- D. It shall be unlawful for any person, without the consent of a licensee, to willfully tamper with, remove or injure any equipment associated with a video service network of a video service provider.

Uniform Video Service Licenses

§ 117.04 Application and Issuance

- A. This section shall not apply to incumbent cable operators who have elected to continue to operate within a service area as defined in its existing local license with the town. The

requirements of this chapter shall apply to video services licenses granted on or after January 1, 2020.

B. Prior to the commencement of any construction or expansion of a video service network or the provision of any video service, a video service provider shall file with the town clerk an application and an affidavit in a form provided by the town clerk. The application shall be in the form of application approved by the council and shall include all information and not more than the information required by the application form and Arizona Revised Statutes Section 9-1414.

C. The application shall be accompanied by an affidavit in the form approved by the council signed by one of the principal executive officers or general partners of the applicant that the information set forth in the application are true and accurate.

D. The application and affidavit shall be submitted to the town clerk, who shall forward the application and affidavit to the town engineer for review.

E. If the town engineer determines that the application and affidavit are incomplete or otherwise deficient under Arizona Revised Statute Section 9-1414, written notice shall be given to the applicant not later than fifteen days after the date of filing of the application and affidavit. The written notice shall:

1. Explain the incompleteness or deficiency in detail.
2. Specify the information or other items that are necessary for proper completion of the application and affidavit.

F. A uniform video services license shall be issued within thirty days from the date a complete application was filed with the town clerk. The term of a uniform video services license shall not exceed ten years.

G. If written notice of an incomplete or deficient application and affidavit is not given within fifteen days after the date of filing, or if the uniform video services license is not issued within thirty days from the date a complete application has been submitted, the agreement shall be deemed complete and issued to the applicant in the form submitted.

H. No fees shall be charged for filing or processing an application, affidavit, notice or other document related to the related to the issuance of the uniform video services licenses.

I. Amendments to a uniform video services license to add service areas shall be processed in the same manner as the original uniform video services license.

J. The term of a uniform video services license may be extended by the holder of a video service provider filing with the town clerk a notice to extend the term for a specified period not to exceed ten years. The notice shall be filed at least one month before the end of the term of the uniform video services license.

K. Any use of or attachment by a video service provider to a utility or other pole owned by the town must first be approved in a separate contract with the town, at the sole discretion of the town council. If, pursuant to such contract, the town requires the video service provider to locate

facilities in ducts or conduits or on poles owned by the town, the town shall not require the video service provider to pay for the installation in the ducts or conduits or on the poles.

L. If a video services provider submits an application, the town shall issue to a video service provider or its affiliate a permit to attach allowed Wi-Fi radio equipment to the video service network in the highways. The permit shall allow installation, operation and maintenance of allowed Wi-Fi radio equipment. The town may require that all of the allowed Wi-Fi radio equipment at a single location fit within a fifteen-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors. This subsection does not do any of the following:

1. Prohibit the town from requiring a video service provider to place underground aerial facilities to which allowed Wi-Fi equipment is attached.
2. Prohibit the imposition of a tax, rent, fee or charge on revenue from services provided through allowed Wi-Fi radio equipment.
3. Affect the authority of the town to manage its highways or to exercise its police powers, including review and approval of an application before issuing a permit.
4. Affect the town's] authority to deny, limit, restrict or determine the terms and conditions for the use of or attachment to the utility poles or attachments to other poles of the town by a video service provider.

§ 117.05 Authority Granted

A. A uniform video services license granted by the town shall authorize the video service provider to

1. Provide video service in the town in the service area designated in the application and affidavit during the term of the uniform video services license
2. Construct and operate a video service network in the highways in each service area, in compliance with the uniform video services license and town laws.
3. Operate and maintain facilities installed in the highways in the service area pursuant to A.R.S. Section 9-1442(H) and (J), subsection I and J [Wi-Fi radio equipment on cable systems], A.R.S. Section 9-584 [microcell equipment] and A.R.S., Chapter 5, Article 8 [small wireless facilities]

§ 117.06 Undergrounding of Facilities

All wires, cable, conductors, ducts, conduits and similar facilities shall be placed underground unless such facilities are attached to existing utility or telephone poles and the poles are used primarily for utility or telephone purpose.

§ 117.07 Limitations of License

- A. Any uniform video services license granted under this chapter shall be nonexclusive.
- B. Any privilege claimed under any uniform video services license by the video service provider in any highway shall be subordinate to any lawful occupancy or use thereof by the town and shall be subordinate to any prior easements, prior licenses to use the highways, and any other private property rights that may be superior to the uniform video services license issued.
- C. A video service provider shall be subject to all existing requirements of the town's rules, regulations and specifications or hereafter enacted or established pursuant to the town's police powers and taxing authority, and shall comply with all applicable existing state and federal laws and regulations or hereafter enacted or established.
- E. Any uniform video services license granted shall not relieve the video service provider of any obligation involved in obtaining pole space from any department of the town, utility company, or from others lawfully maintaining poles in highway.
- F. A video service provider shall agree to comply with all generally applicable nondiscriminatory ordinances, including but not limited to street or highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway. There is hereby preserved to the town the power to amend any section of the town Code related to construction in highways pursuant to its police powers.

§ 117.08 Obligations Upon Expiration

A video service provider may terminate a uniform video service license by filing a written notice of termination with the town clerk. Such notice shall be filed at least ninety days before termination of service. The notice shall also be sent to all subscribers within the affected service area at least ninety days prior to termination of service.

Duties of Video Service Providers

§ 117.09 Construction in the Highways

Video service providers and their subcontractors shall comply with (i) the requirements of this chapter and Chapter 150, (ii) construction standards of the Federal Communications Commission (FCC) Rules and Regulations, Part 76 Subpart K (Technical Standards), as amended from time to time, and (iii) detailed standards submitted by the video service provider as part of any application submitted to the town.

§ 117.10 Revocation for Non-Use of Uniform Video Service License

A video service provider shall provide video service to at least one subscriber within each service area authorized by a uniform video service license within twenty-four months after the date the uniform video service license is issued. If the video service provider fails to comply with this section, the town may revoke the uniform video service license.

§ 117.11 Reports

A video service provider shall file all reports required by and in compliance with A.R.S. Section 9-1432. The reports shall be filed with the Town] clerk. All such reports shall be confidential unless the video service provider has consented in writing to the disclosure.

§ 117.12 Bundling of Services

Except as otherwise provided by federal law, if a video service provider offers video service bundled with other services that are not video service for a single discounted price, all of the following apply:

1. The method that the video service provider uses to determine gross revenue subject to license fees by allocating the single discounted price among the bundle of video service and nonvideo services shall be reasonable and supported by the video service provider's books and records.
2. For the purpose of meeting the video service provider's burden of proof, the town shall accept as reasonable, for purposes of meeting the video service provider's burden of proof, an allocation based on an objective and verifiable method using the books and records that the video service provider kept in the regular course of business for other purposes, including nontax purposes.
3. A video service provider may not use bundled offerings as a means to evade paying license fees.

§ 117.13 Notice of Change of Information

If any information required by § 117.04, paragraph B changes, the video service provider shall notify the town in writing within thirty days of such change.

Fees and Charges; In-Kind Goods or Services

§ 117.14 License Fee on Gross Revenue; Transaction Privilege Taxes

A. A video service provider shall pay to the town a license fee as a percentage of gross revenues for the use of the highways to provide video service within its service area. The license fee shall be established by resolution of the town council and shall be imposed equally and uniformly on video service providers and holdover cable operators.

1. The license fee shall be paid quarterly on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month. If such payment is not made by the next to the last business day of the following month, the town will impose a rate of interest for both underpayments and overpayments in the amount of the federal short-term rate determined pursuant to 26 United States Code § 6621(b), plus three percentage points per month commencing from the date payment should have been made, unless the payment is subject to a bona fide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest.

2. The license fee shall be imposed equally and uniformly on all video service providers and holdover cable operators.

B. The total of the rates of the license fee, the transaction privilege taxes imposed and in-kind contributions described in FCC Rule 19-80, § 76-42 (unless agreed to in a separate agreement) shall not exceed a rate of five percent.

C. The payment of the license fee by the licensee to the town shall be made by delivery of the same to the town finance department on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month.

D. Delinquent accounts shall accrue interest at the rate of the federal short-term rate determined pursuant to 26 United States Code § 6621(b), plus three percentage points

§ 117.15 Public, Educational Or Governmental Access Programming

A. Video service providers shall provide channel capacity to transmit programming over which the video service provider exercises no editorial control except as authorized by 47 United States Code § 531I. The channel capacity shall include not more than two lines of access programming with each line of programming carried on up to two standard definition channels and two switched digital high-definition channels.

B. None of the annual fair market value of any channel capacity provided pursuant to Paragraph A above may be offset against the license fee set forth in § 117.14.

C. A video service provider may require that channels regularly display an unobtrusive logo or other suitable identifier of the video service provider, if the town requires channel capacity pursuant to this section.

D. A video service provider shall pay all costs and expenses to provide, maintain and operate facilities and equipment of the video service network, including facilities and equipment for signal carriage, processing, reformatting and interconnection for all of the following: (i) to connect the video service network or cable system, as it may be relocated from time to time, to transmit programming to and from existing locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities, and (ii) to transmit public, educational and governmental access channels to subscribers with the same prevailing quality, functionality and identification as other channels. Costs other than capital costs incurred by the video service provider are subject to FCC Rule 19-80, § 76-42.

E. All video service providers and incumbent cable operators shall provide at no initial or recurring charge the basic service tier of video service to one outlet and one receiving device at each building occupied by the town that is not more than two hundred feet from the nearest technically and commercially feasible point of connection on the video service network. The town shall designate the building in writing to the video service provider. Costs incurred by the video service provider or incumbent cable operator are subject to FCC Rule 19-80, § 76-42.

Miscellaneous

§ 117.16 Change in Boundaries.

The town shall notify in a timely manner each video service provider with a uniform video services license in the town of changes to the boundaries of the town.

§ 117.17. Audits.

Audits, including audits of bundled services, of a video services provider's books and records shall be conducted in compliance with A.R.S. Section 9-1445.

§ 117.18. Transferability.

Except as otherwise provided by law or federal regulation, a uniform video service license is fully transferable to any person whether the transfer arises through merger, sale, assignment, restructuring, change of control or other type of transaction. A transfer does not include an assignment of a uniform video service license for the purpose of securing indebtedness. A transfer may include less than all service areas associated with a uniform video service license. The video service provider shall file with the town clerk written notice of the transfer of the uniform video service license. On the filing of notice under this subsection the transferee becomes the holder of the uniform video service license.

§ 117.19. Compliance with Law.

A uniform video services license is subject to and shall be governed by all applicable provisions of federal, state and local law. Notwithstanding any other provisions of the uniform video services license to the contrary, the uniform video services license shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulations shall require the licensee to perform any service, or shall permit the licensee to perform any service, or shall prohibit the licensee from performing any service, in conflict with the terms of the license or this chapter, then as soon as possible following knowledge thereof, the licensee shall notify the town attorney of the point of conflict believed to exist between such regulation or law and this chapter or the license.

§ 117.20 Enforcement

This requirements of this chapter shall be enforced through the procedures set forth in Arizona Revised Statutes Section 9-1451.

RESOLUTION NO. 2019-1148

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ESTABLISHING A NEW VIDEO LICENSE FEE AS AUTHORIZED BY CHAPTER 117, VIDEO SERVICES, TO CORRESPOND WITH REQUIRED CHANGES TO THE TOWN'S REGULATION OF VIDEO SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2018 the Arizona State Legislature adopted Chapter 331 and in 2019 the Arizona State Legislature adopted Chapters 76, 163 and 319 (collectively the "Act"), declaring that the regulation of video services and video service providers is a matter of state-wide concern and setting forth the powers of Arizona cities and towns with respect to the regulation of video services and video services providers; and

WHEREAS, the Act preempts the Town of Chino Valley (the "Town") with respect to the regulation of video services and video service providers, prescribes the process for issuing and renewing licenses for video services, and other regulation of video services and video service providers in the Town; and

WHEREAS, the Federal Communications Commission adopted FCC 19-80 on August 1, 2019, which further preempts local jurisdictions in the regulation of video services and video service providers; and

WHEREAS, the Town adopted Ordinance No. 2019-874, adding new Chapter 117 Video Services, consisting of that public record entitled "Town of Chino Valley Video Services Regulatory Ordinance dated November 12, 2019," in order to comply with the requirements of the Act and federal law; and

WHEREAS, pursuant to the Town of Chino Valley Town Code Section 117.14, License Fee on Gross Revenue; Transaction Privilege Taxes, the Town Council is authorized to adopt a video license fee as a percentage of gross revenues for the video service provider's use of the highways to provide video service within its service area.

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

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

SECTION 2. In accordance with Section 117.14(A) of the Chino Valley Town Code, the Town's Consolidated Fee Schedule is hereby amended to include the following Video License Fee:

Department Service – Town Clerk – Business Licenses	
Video License:	
Quarterly Fee	5% of "gross revenues"*

*As such term is defined in ARIZ. REV. STAT. Section 9-1401(9), as amended.

SECTION 3. This fee adopted pursuant to this Resolution shall be effective from and after January 1, 2020.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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 Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 12th day of November, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

I hereby certify the above foregoing Resolution No. 2019-1148 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on November 12, 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