Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, May 28, 2013
6:00 P.M.

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Presentation by Ruth Mayday, Planner/Housing Rehabilitation Program Manager for the Town of Prescott Valley, regarding the Owner Occupied Housing Rehabilitation Program administered by the U.S. Housing and Urban Development Department (HUD) and the Arizona Department of Housing. (Cecilia Watts, General Services Director)

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject 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 speaker remarks.

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

6) CONSENT AGENDA

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

a) Consideration and possible action to approve the May 14, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve Financial Report for the month ended April 30, 2013. (Joe Duffy, Finance Director)

c) Consideration and possible action to adopt Resolution No. 13-1012, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2013/2014, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the district which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. (Joe Duffy, Finance Director)

d) Consideration and possible action to instruct Musgrove, Drutz & Kack to file the proposed stipulated Judgment with regard to *Becker Holdings, LLC v. Hall; Denney; Fitzgerald All-State Bail Bonds, LLC; CitiFinancial, Inc.; Town of Chino Valley; Ross Jacobs; Yavapai County Treasurer,* Case No. CV 2013-00180, Yavapai County Superior Court, pertaining to real property located at 1831 Yvonne Way, Chino Valley, Arizona. (Mayor & Council)

e) Consideration and possible action to approve the Services Agreement between the Town of Chino Valley Municipal Court and nCourt, LLC, to permit citizens to pay their financial obligations on-line with a credit or debit card, with no costs to be incurred by the Court. (Ronda Apolinar, Court Coordinator)

f) Consideration and possible action to approve the creation of permanent drainage easements across Assessor's Parcel Numbers 306-13-006, 306-18-180, 306-08-178, 306-13-010, and 306-13-005, to allow for the Road 3 North Stormwater Project. Funds to come from the stormwater project. (Ron Grittman, Town Engineer)

7) ACTION ITEMS

a) Consideration and possible action to approve Resolution No. 13-1011 adopting a Tentative Budget for the fiscal year 2013-2014, and proposed expenditure limitation for the same year, in the amount of $16,769,266. (Joe Duffy, Finance Director)

<u>Recommended Action:</u> Approve Resolution No. 13-1011, adopting the Tentative Budget and proposed expenditure limitation for FY 2013-2014, in the amount of $16,769,266.

b) Consideration and possible action to approve Resolution No. 13-1010, amending Resolution No. 10-936 and revising the Town of Chino Valley Financial Policies. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 13-1010, amending Resolution No. 10-936 and revising the Town of Chino Valley Financial Policies.

c) Consideration and possible action regarding Council's annual performance evaluation of Town Manager Robert Smith. (Mayor & Council)

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

9) ADJOURNMENT

Dated this 23rd day of May, 2013.

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 636-1787 (TDD) 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/clerk/townagenda.shtml, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date:____________________ Time:_________________ By:____________________________________

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. a.**

Meeting Date:	05/28/2013
Contact Person:	Cecilia Watts, General Services Director Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Presentation Only
Estimated length of Staff Presentation:	15 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Presentation by Ruth Mayday, Planner/Housing Rehabilitation Program Manager for the Town of Prescott Valley, regarding the Owner Occupied Housing Rehabilitation Program administered by the U.S. Housing and Urban Development Department (HUD) and the Arizona Department of Housing. (Cecilia Watts, General Services Director)

SITUATION & ANALYSIS:

The Town of Chino Valley has been interested in the Owner Occupied Housing Rehabilitation Program administered by the U.S. Housing and Urban Development Department (HUD) and the AZ Department of Housing, but has lacked the expertise and resources to apply for the grant. Recently, the Town has developed a relationship with Ms. Ruth Mayday, Planner / Housing Rehabilitation Program Manager for the Town of Prescott Valley. After discussions with Ms. Mayday, she has provided a proposal to apply for this grant and will perform the administration of this grant, in partnership with Town staff, for the Town of Chino Valley.

At the next Council meeting, staff will bring back a Professional Services Agreement with Mayday Consulting to apply for and administer the grant.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date: 05/28/2013
Contact Person: Jami Lewis
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the May 14, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the May 14, 2013 Regular Meeting minutes.

Attachments

May 14, 2013 minutes

D R A F T

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

TUESDAY, MAY 14, 2013
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, May 14, 2013.

Present:	Mayor Chris Marley; Vice-Mayor Carl Tenney; Councilmember Mike Best; Councilmember Darryl Croft; Councilmember Dean Echols; Councilmember Linda Hatch
Absent:	Councilmember Lon Turner
Staff Present:	Town Manager Robert Smith; Finance Director Joe Duffy; Police Chief Chuck Wynn; Civil Engineer Richard Straub; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)
Attendees:	Town Attorney Susan Goodwin

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

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

Councilmember Best gave the invocation and Mayor Marley led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Introduction of Tracie Schimikowsky, new Executive Director for the Chino Valley Area Chamber of Commerce.

Councilmember Croft introduced Ms. Schimikowsky, Director of Operations for the Chamber, who spoke about her professional background, upcoming projects for the Chamber, and a focus on resources for businesses.

b) Proclamation declaring May 24-25, 2013 as "Poppy Days," sponsored by the American Legion Auxiliary.

Mayor Marley read the proclamation and presented it to a representative from the American Legion Auxiliary.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject 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 speaker remarks.

Tom Payne, Board Chair, Chamber of Commerce, spoke about a flag raising ceremony at the Chamber on May 25 and their annual Casino Night on June 1.

4) RESPONSE TO THE PUBLIC

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

Mayor Marley reported on the Town's responses from public comments on April 9:

- Patrick Mount: chip seal equipment purchase, City of Prescott water rates, and Chino Meadows road conditions – the chip seal machine was purchased with bond defeasance monies and with it, Town staff could seal seven miles of roads versus three miles with outsourcing; the Town had been working on Prescott water rate issues for many months; and staff hoped to use the new chip seal equipment to repair certain Chino Meadows roads.
- Steve Chontos: new road at Road 1 East and Road 4¼ South – staff believed that any new access in that area would provide additional safety for the community.

5) CURRENT EVENT SUMMARIES AND REPORTS

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

Councilmember Best reported on Chino Valley High School students submitting concepts for a skate park.

Mayor Marley reported on:

- those that donated time and/or materials for the sign at the south end of Town—APS, Chino Rentals, and Chino Morning Lions;
- a May 23 study session;
- donation of the brass signage for the South Campus;
- various public body openings; and
- the monthly Mayor's Report, which pertained to town finances and the road to fiscal recovery.

6) CONSENT AGENDA

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

Council removed item 6g at staff's request.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve Consent Agenda items a, b, c, d, e, f and h.

Vote: 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

a) Consideration and possible action to approve the April 9, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve the April 16, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

c) Consideration and possible action to approve the April 18, 2013 Study Session minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to approve the April 23, 2013 Regular Meeting minutes. (Jami Lewis, Town Clerk)

e) Consideration and possible action to accept the Industrial Development Authority's recommendation to designate the law firm of Curtis, Goodwin, Sullivan, Udall & Schwab, PLC to serve as the Authority's general legal counsel. (Jami Lewis, Town Clerk)

f) Consideration and possible action to waive the Town's $50.00 special event liquor license fee for the Chino Valley Chamber of Commerce event being held June 1, 2013. (Cecilia Watts, General Services Director)

g) ~~Consideration and possible action to fund a $500 membership in Prescott Valley Economic Development Foundation for the Chino Valley Area Chamber of Commerce. Funds to come from Contingency. (Robert Smith, Town Manager)~~

h) Consideration and possible action to approve an Intergovernmental Agreement (IGA) with the Yavapai County Sheriff's Office for contributions toward construction of the Chino Valley Shooting Facility Law Enforcement Range. Grant funds in the amount of $40,000 to come from Yavapai County. (Chuck Wynn, Police Chief)

7) ACTION ITEMS

a) (i) Public Hearing regarding application from Lauren Merrett for a person and location transfer of a Series 9 (Liquor Store) Liquor License for Maverik, located at 1060 S. Highway 89, Chino Valley.

(ii) Consideration and possible action to recommend approval for person and location transfer of a Series 9 Liquor License application for Maverik. (Jami Lewis, Town Clerk)

Town Clerk Jami Lewis reported that:

- Lauren Merrett had applied with the state for person and location transfers of a Series 9 (Liquor Store) Liquor License for Maverik.
- The liquor store license was a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, said license was transferable from person to person and/or location to location within the same county and allowed a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.
- The Police and Planning Departments reviewed the application and recommended approval with no comments. Staff posted the establishment with the necessary notices for the required 20-day period from April 23, 2013 through May 13, 2013. Staff received no written arguments in favor of or in opposition to the application.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to open the public hearing.
Vote: 6 - 0 PASSED
Other: Councilmember Lon Turner (ABSENT)

No one from the public spoke.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to close the public hearing.
Vote: 6 - 0 PASSED
Other: Councilmember Lon Turner (ABSENT)

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to recommend approval for person and location transfer of a Series 9 Liquor License for the Maverik store at 1060 S. Highway 89 in Chino Valley.

Vote: 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

b) Consideration and possible action to award the construction contract to R. Blume Underground for construction of the of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01. Funds in the amount of $216,175 to come from Yavapai County Flood Control District Grant, and $53,977.01 to come from the Capital Improvement Fund, Misc. Capital Projects line. (Ron Grittman, Public Works Director)

Town Engineer Ron Grittman (written report) and Senior Engineering Project Manager Richard Straub (oral presentation) reported that:

- This drainage project was the first in the Town's five-year drainage program. The subject contract will address an ongoing flooding problem in the area of Road 3 North in the vicinity of the Town Complex, which had inundated many homes as well as the roadway. The project consisted of a lined open channel between the detention basin at Road 3 North and the Public Works building to the Appaloosa Meadows drainage system.
- Staff had just concluded negotiations to acquire the five easements needed for the project.
- The project was bid with "shot crete" channel lining, as well as possible alternative materials. Bids were opened on April 24, 2013, with R. Blume Underground as the low bidder. Staff recommended approval of the low bid.
- Yavapai County's contribution was $216,175.00, and the Public Works Department will commit funding not to exceed $53,977.01 for roadway paving and other HURF related expenses associated with the project.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to approve award of the construction contract to R. Blume Underground for construction of the drainage improvements at Road 3 North and the Town Complex in an amount not to exceed $270,152.01.

Vote: 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

c) Consideration and possible action to approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555 for financial consulting services relating to the water and sewer project along Highway 89. Funds to come from the Professional Services line in the Water and Wastewater Fund. (Ron Grittman, Public Works Director)

Town Engineer Ron Grittman (written report) and Senior Engineering Project Manager Richard Straub (oral presentation) reported that:

- Council had approved the exploration of extending water and sewer services along State Route 89 between Road 3½ North and Kalinich Avenue. Council appointed a citizen committee to review the financial analyses for the many alternatives and present a recommendation to Council.
- Phase I of the subject agreement, in the amount of $17,000, provided that Ms. Walker assist the committee with the financial analysis. Should Council choose to call a bond election, Phase II, in the amount of $4,555, provided that Ms. Walker assist the Town with the necessary steps to hold such election. Should Council choose not to call a bond election, Ms. Walker’s contract will conclude with Phase I.
- Ms. Walker will also work with the Town's other financial consultants and bond attorneys, and make herself available to attend the many meetings associated with the project.

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Darryl Croft to approve the Professional Services Agreement between the Town of Chino Valley and Pat Walker Consulting, LLC in an amount not to exceed $21,555.00 for financial consulting services relating to the water and sewer project along Highway 89.

Vote: 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

8) EXECUTIVE SESSION

Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys on any of the above agenda items pursuant to A.R.S. § 38-431.03(A)(3).

9) ADJOURNMENT

MOVED by Vice-Mayor Carl Tenney, seconded by Councilmember Linda Hatch to adjourn the meeting at 6:31 p.m.

Vote: 6 - 0 PASSED

Other: Councilmember Lon Turner (ABSENT)

____
Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of May, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28th day of May, 2013.

____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. b.**

Meeting Date:	05/28/2013
Contact Person:	Joe Duffy
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended April 30, 2013.

RECOMMENDED ACTION:

Approve Financial Report for the month ended April 30, 2013.

SITUATION AND ANALYSIS:

The Finance Department per Town Code is preparing Monthly Financial Reports for the Mayor, Council, Staff and Community.

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

The report includes the following sections;

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

Major Revenue Summary - This section details the year to date figures for the Town's eight major revenue sources that account for 60% of the Towns Revenue.

Other Information - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year. Additional items will be added in the future.

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

Fiscal Impact

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

Attachments

April 2013 Financial Report

Town of Chino Valley

Arizona

Monthly Financial Report

To The Town Council

For the Ten month ending April 30, 2013

Town of Chino Valley						
Revenue and Expense Summary						
For the Ten Months Ended April 30, 2013 84% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	$ 103,868	$ 106,837	$ 2,969		$ 143,500	
Tax Revenues	$ 1,939,424	$ 2,177,050	$ 237,626		$ 2,292,000	
Licenses & Permits	$ 248,627	$ 147,055	$ (101,572)		$ 180,030	
Intergovernmental	$ 2,147,968	$ 2,274,207	$ 126,239		$ 2,797,095	
Charges for Service	$ 94,600	$ 387,004	$ 292,404		$ 427,132	
Fines and Forfeitures	$ 126,034	$ 90,623	$ (35,410)		$ 186,100	
Other Revenues	$ 27,890	$ 4,212	$ (23,678)		$ 14,850	
Contributions and Donations	$ 17,383	$ 11,173	$ (6,210)		$ 23,800	
Investment Earnings	$ 513	$ 425	$ (88)		$ 500	
Transfers In	$ 471,661	$ 368,882	$ (102,779)		$ 438,654	
Total Revenues	**$ 5,177,967**	**$ 5,567,468**	**$ 389,501**	**8%**	**$ 6,503,661**	**86%**

Total Revenues for the General Fund increased by $389,501 over the previous fiscal year. Tax Revenues are up 13% due to a one time construction sales tax receipt. Intergovernmental Revenues are up 11% primarily due to a 21% increase in State Shared Sales Tax. Both revenue categories show a favorable trend. The largest increase is in Charges for Services due to a one time Tower Rental Payment of $328,990. Transfers In were reduced in the current years budget over the prior year. The total General fund Revenues are up 10% compared to the same period last year. Overall General Fund Revenues are on track YTD.

Town of Chino Valley Revenue and Expense Summary For the Ten Months Ended April 30, 2013 84% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	$ 89,559	$ 89,211	$ (349)		$ 107,737	
Town Clerk	$ 155,167	$ 152,461	$ (2,706)		$ 213,351	
Town Manager	$ 247,614	$ 269,651	$ 22,038		$ 306,844	
Human Resourses	$ 38,496	$ 40,452	$ 1,956		$ 67,179	
Municipal Court	$ 188,598	$ 219,491	$ 30,893		$ 268,554	
Finance	$ 204,491	$ 212,040	$ 7,549		$ 248,154	
Management Information Systen	$ 77,196	$ 81,944	$ 4,748		$ 138,889	
Geographical Info Systems	$ 38,750	$ 56,077	$ 17,328		$ 68,659	
Mayor and Council	$ 24,292	$ 22,940	$ (1,351)		$ 29,730	
Planning	$ 137,067	$ 103,124	$ (33,944)		$ 128,598	
Building Inspection	$ 65,526	$ 146,410	$ 80,884		$ 150,893	
Dispatch	$ 123,086	$ 116,833	$ (6,253)		$ 140,201	
Police	$ 1,724,329	$ 1,782,153	$ 57,824		$ 2,134,957	
Animal Control	$ 55,558	$ 66,901	$ 11,343		$ 87,120	
Recreation	$ 49,553	$ 27,142	$ (22,411)		$ 62,815	
Library	$ 210,495	$ 211,453	$ 957		$ 261,281	
Senior Center	$ 131,513	$ 158,354	$ 26,840		$ 195,577	
Parks Maintenance	$ 221,230	$ 270,305	$ 49,075		$ 350,883	
Aquatic Center	$ 261,528	$ 120,295	$ (141,233)		$ 276,247	
Public Works Administration	$ 15,295	$ 14,954	$ (341)		$ 19,355	
Facilities Maintenance	$ 229,192	$ 224,344	$ (4,848)		$ 342,319	
Fleet Maintenance	$ 239,239	$ 235,980	$ (3,259)		$ 319,774	
Engineering	$ 28,373	$ 36,074	$ 7,701		$ 43,252	
Non Departmental	$ 485,169	$ 407,062	$ (78,107)		$ 923,740	
Total Expenditures	**$ 5,041,316**	**$ 5,065,651**	**$ 24,335**	**0%**	**$ 6,886,109**	**74%**
Total Revenue Over (Under) Total Expenditures	**$ 136,651**	**$ 501,818**	**$ 365,166**		**$ (382,448)**	
GENERAL FUND (Continued)						

Total General Fund Expenditures are at 74% of budget this fiscal year with 84% of the fiscal year complete. Expenditures are $24,335 higher to date than last fiscal year. The following departments are projected to be over budget at June 30, 2013; Prosecutor $2,500, Town Manager $18,000, Finance $5,000,Building Inspection $22,000 and Engineering $ 3,000. Staff will be presenting budget adjustments to Council in June. Overall, the General Fund is projected to be under budget by $406,000 at the end of the fiscal year.

Town of Chino Valley
Revenue and Expense Summary
For the Ten Months Ended April 30, 2013 84% of the Fiscal Year

Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Actual vs Prior Year: Amount	Actual vs Prior Year: % FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	$ 559,799	$ 617,424	$ 57,625	**10%**	$ 771,261	**80%**
Expenditures						
Road Maintenance	$ 471,026	$ 485,268	$ 14,242	**3%**	$ 784,257	**62%**
Total Revenue Over (Under) Total Expenditures	**$ 88,773**	**$ 132,156**	**$ 43,383**		**$ (12,996)**	
Total Fund Revenues are up 10% over the prior fiscal year, while department expenses are up slightly.						
WATER ENTERPRISE FUND						
Water Revenues	$ 311,616	$ 333,309	$ 21,693		$ 419,060	
Transfers In	$ 249,180	$ 302,490	$ 53,310		$ 362,990	
Total Revenues	**$ 560,796**	**$ 635,799**	**$ 75,003**	**13%**	**$ 782,050**	**81%**
Expenditures						
Water Utility Operations	$ 270,502	$ 337,393	$ 66,891		$ 518,667	
Water Resources Division	$ 62,232	$ 66,660	$ 4,428		$ 141,964	
Capital Improvements	$ -	$ -	$ -			
Debt Service/Reserve	$ 20,698	$ 14,010	$ (6,688)		$ 173,208	
Total Expenditures	**$ 353,432**	**$ 418,064**	**$ 64,631**	**18%**	**$ 833,839**	**50%**
Total Revenue Over (Under) Total Expenditures	**$ 207,364**	**$ 217,735**	**$ 10,372**		**$ (51,789)**	
Total Water Enterprise Fund Revenues are up 13% over the prior fiscal year. Water Service Fees are up 7%. Expenditures are at 50% Year to date, up 18% over last fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	**$ 1,215,671**	**$ 1,135,017**	**$ (80,655)**	**-7%**	**$ 1,389,920**	**82%**
Expenditures						
Sewer	$ 687,042	$ 650,492	$ (36,550)		$ 900,253	
Grant Expenditures	$ 176,274	$ 55,000	$ (121,274)		$ 130,000	
Debt Service/Reserve	$ 226,667	$ 219,321	$ (7,346)		$ 976,642	
Total Expenditures	**$ 1,089,983**	**$ 924,813**	**$ (165,170)**	**-15%**	**$ 2,006,895**	**46%**
Total Revenue Over (Under) Total Expenditures	**$ 125,688**	**$ 210,203**	**$ 84,515**		**$ (616,975)**	

Total Sewer Enterprise Fund Revenues ar down 7% over last fiscal year due to the receipt of $157,790 in grant funds from the EECBG Solar Plant Project. Excluding this item Revenues are up 9% over last fiscal year. Operating expenditures are down 15% over the prior fiscal year, however expenditures are only at 46% of budget year to date.

Town of Chino Valley Revenue and Expense Summary For the Ten Months Ended April 30, 2013 84% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	**$ 970,320**	**$ 1,095,429**	$ 125,110	**13%**	**$ 3,146,650**	**35%**
Capital Improvements	$ 200	$ 169,790	$ 169,590		$ 2,000,000	
Transfers	$ 732,542	$ 1,131,990	$ 399,448		$ 1,358,390	
Total Expenditures	**$ 732,742**	**$ 1,301,780**	**$ 569,038**	**78%**	**$ 3,358,390**	**39%**
Total Revenue Over (Under) Total Expenditures	**$ 237,578**	**$ (206,351)**	**$ (443,928)**		**$ (211,740)**	

Capital Improvement Fund Revenues are up 13% over the prior fiscal year primarily due to the increase in construction sales tax collections. Capital Improvements included the Road 2 North Box Culvert projected to cost $196,087. $370,000 was paid with Road Impact Fees. Transfers were increased in the Fiscal Year 12/13 Budget.

OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
Grants Fund	$ 222,847	$ 413,976	$ 191,129		$ 650,915	
Special Revenue Fund Court	$ 13,747	$ 9,200	$ (4,547)		$ 17,065	
Capital Asset Replacement	$ 148,026	$ 370	$ (147,657)		$ 45,050	
Police Impact Fee Funds	$ 971	$ 2,577	$ 1,606		$ 1,530	
Library Impact Fee Funds	$ 513	$ 328	$ (185)		$ 635	
Parks/Rec Impact Fee Funds	$ 1,707	$ 845	$ (862)		$ 1,915	
Roads Impact Fee Funds	$ 8,919	$ 18,275	$ 9,356		$ 16,440	
Special Revenue Fund PD	$ 13,842	$ 26,622	$ 12,781		$ 20,002	
CVSLID Districts	$ 1,758	$ 1,691	$ (66)		$ 3,958	
Total Revenues	**$ 412,330**	**$ 473,885**	**$ 61,555**	**15%**	**$ 757,510**	**63%**
Grants Funds	$ 252,230	$ 297,441	$ 45,210		$ 650,915	
Special Revenue Fund - Court	$ 33,709	$ 9,911	$ (23,798)		$ 74,687	
Capital Replacement Fund	$ 3,608	$ 3,997	$ 389		$ 268,865	
Police Impact Fee Funds	$ 59,430	$ 1,218	$ (58,212)		$ 58,354	
Library Impact Fee Funds	$ 10,920	$ 18,596	$ 7,677		$ 111,608	
Parks/Rec Impact Fee Funds	$ 5,847	$ 32,534	$ 26,687		$ 117,952	
Roads Impact Fee Funds	$ 37,453	$ 599,565	$ 562,112		$ 370,000	
Special Revenue Fund PD	$ 11,400	$ 27,189	$ 15,789		$ 20,002	
CVSLID Districts	$ 833	$ 3,095	$ 2,261		$ 3,958	
Total Expenditures	**$ 415,430**	**$ 993,547**	**$ 578,117**	**139%**	**$ 1,676,341**	**59%**
Total Revenue Over (Under) Total Expenditures	**$ (3,100)**	**$ (519,662)**	**$ (516,562)**		**$ (918,831)**	

Road Impact Fees Expenditure are up due to the Road 2 North Box Culvert. Total Road Impact projects are $ 229,000 over what was budgeted in the Road Impact Fee Fund.

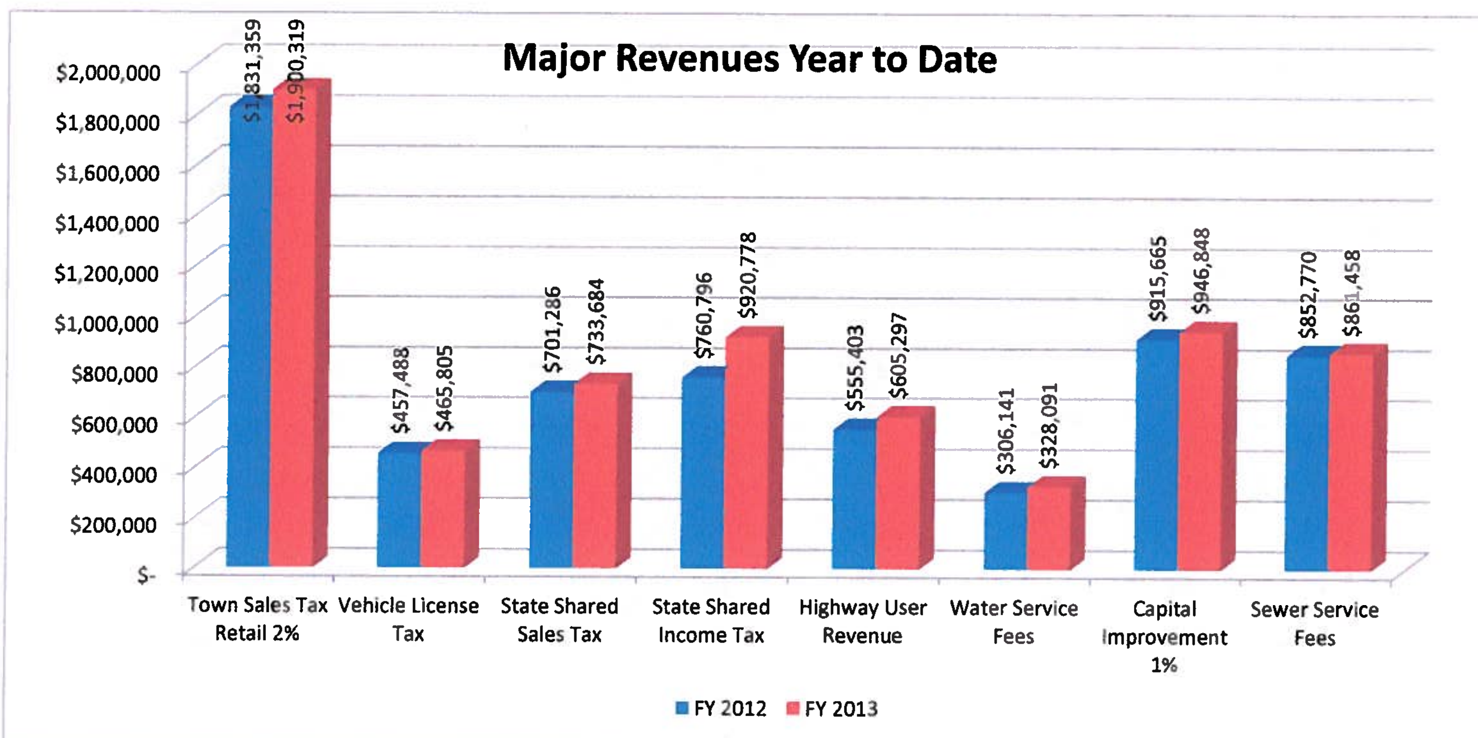
Town of Chino Valley						
Revenue and Expense Summary						
For the Ten Months Ended April 30, 2013 84% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
TOTAL ALL FUNDS						
Total Revenue All Funds	$ 8,896,883	$ 9,525,022	$ 628,138	**7%**	$ 13,351,052	**71%**
Total Expenditures All Funds	$ 8,103,929	$ 9,189,122	$ 1,085,192	**13%**	$ 15,545,831	**59%**
Total Revenue Over (Under) Total Expenditures All Funds	**$ 792,954**	**$ 335,900**	**$ (457,054)**		**$ (2,194,779)**	

(1) Budget does not include Carryover Amounts from Prior Fiscal Years
(2) Year to date amounts include actual expenditures paid to date.

Town of Chino Valley
Major Revenue Summary
For the Ten Months Ending April 30, 2013

	Actual Year to Date FY 2011-12	Annual Budget 2012-13	Actual Year to Date 2012-13	% of Budget YTD	Actual vs Prior Year Amount	Actual vs Prior Year %
Town Sales Tax Retail 2%	$ 1,831,359	$ 2,165,000	$ 1,900,319		$ 68,960	4%
Vehicle License Tax	$ 457,488	$ 562,089	$ 465,805		$ 8,317	2%
State Shared Sales Tax	$ 701,286	$ 904,520	$ 733,684		$ 32,398	5%
State Shared Income Tax	$ 760,796	$ 1,104,833	$ 920,778		$ 159,982	21%
Highway User Revenue	$ 555,403	$ 762,561	$ 605,297		$ 49,894	9%
Water Service Fees	$ 306,141	$ 408,240	$ 328,091		$ 21,950	7%
Capital Improvement 1%	$ 915,665	$ 1,082,500	$ 946,848		$ 31,183	3%
Sewer Service Fees	$ 852,770	$ 1,025,000	$ 861,458		$ 8,688	1%
Major Revenues Y.T.D.	**$ 6,380,906**	**$ 8,014,743**	**$ 6,762,279**	84%	**$ 381,373**	6%
Total Revenue All Funds	**$ 8,896,883**	**$ 13,351,052**	**$ 9,525,022**	71%	**$ 628,138**	7%
	72%	**60%**	**71%**			

The Major Revenues are up $381,373 or 6% over the prior fiscal year continuing a positive trend. Total Revenues All Funds are up $628,138 or 7% over the prior fiscal year.



Impact Fee Fund Recaps
For the Ten Months Ended April 30, 2013 84% of the Fiscal Year

	Police Impact Fees	Library Impact Fees	Parks/Rec Impact Fees	Roads Impact Fees
Beginning Fund Balance @ 6/30/12	$ 76,636	$ 106,295	$ 118,000	$ 2,594,975
Impact Fees Revenue to Date	$ 2,577	$ 328	$ 845	$ 18,275
Impact Fees Expenditures to Date	$ 1,359	$ 18,596	$ 32,534	$ 599,565
Ending Fund Balance to Date	**$ 77,855**	**$ 88,027**	**$ 86,311**	**$ 2,013,685**
Budgeted Expenditures FY 12/13	$ 58,354	$ 111,608	$ 117,952	$ 370,000

General Fund Contingency Budget
For the Ten Months Ended April 30, 2013 84% of the Fiscal Year

	Actual Year to Date 2012-13	Annual Budget 2012-13 (1)
Adopted Budget FY 2012/13		$ 323,047
Encumbered to Date		
Caselle Software Upgrade	$ 22,231	$ 17,925
Citizens Survey	$ 5,894	$ 6,000
Strategic Financial Plan		$ 28,340
Prescott Valley EDF Membership	$ 500	$ 500
Abatement Program	$ 130	$ 10,000
Town Hall Storage Additions	$ 12,720	$ 13,000
Balance of Contingency Budget	**$ 41,475**	**$ 247,282**

Annual Debt Service Summary By Fund
Fiscal Year Ended June 30, 2013

Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2012	FY 2013 Principal	FY 2013 Interest
General Government					
GADA Loan 2007A	7/1/2011	$ 3,825,000	$ 3,825,000	$ 65,000	$ 178,744
US Bank Series 2010	12/15/2010	$ 7,280,000	$ 7,280,000		$ 331,638
		$ 11,105,000	$ 11,105,000	$ 65,000	$ 510,382
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	$ 745,000	$ 745,000	$ 45,000	$ 28,020
Sewer Enterprise Fund					
WIFA	1/10/2007	$ 1,580,000	$ 1,311,629	$ 71,782	$ 34,195
WIFA	1/11/2008	$ 4,853,000	$ 4,425,536	$ 222,795	$ 118,265
USDA	2/16/2007	$ 1,595,000	$ 1,486,130	$ 35,642	$ 60,634
USDA	4/10/2008	$ 1,505,000	$ 1,438,422	$ 32,120	$ 58,732
USDA	4/16/2008	$ 1,332,000	$ 1,273,917	$ 28,383	$ 52,016
		$ 10,865,000	$ 9,935,634	$ 390,722	$ 323,842
Total Town of Chino Valley Debt		**$ 22,715,000**	**$ 21,785,634**	**$ 500,722**	**$ 862,244**

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. c.**

Meeting Date:	05/28/2013
Contact Person:	Joe Duffy, Finance Director
	Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Bright Star Subdivision

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 13-1012, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2013/2014, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the district which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

RECOMMENDED ACTION:

Adopt Resolution No. 13-1012, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2013/2014.

SITUATION AND ANALYSIS:

Taxes are levied on properties within street lighting improvement districts to pay for the annual expenses of those districts. Authorization of this resolution accepts the statements and estimated expenses which will be incurred by those districts. This is the first step in processing a levy to pay for the expenses associated with street lighting in those districts. A budget approval, public noticing, and adoption of levy will follow to complete the levy and create the funds to pay for street lighting expenses within the districts.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments

Resolution No. 13-1012

Resolution Exhibit A

RESOLUTION NO. 13-1012

TOWN OF CHINO VALLEY, ARIZONA

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA APPROVING THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2013/2014, PURSUANT TO SECTION 48-616, ARIZONA REVISED STATUTES, AS AMENDED; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED STATEMENTS AND ESTIMATES AS APPROVED; AND PROVIDING FOR NOTICE OF THE HEARING AND PUBLICATION OF THE PROPOSED STATEMENTS AND ESTIMATES OF THE EXPENSES OF THE DISTRICT WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICTS

WHEREAS, the provisions of A.R.S. § 48-616 require the governing body to levy taxes upon all property in a municipal street lighting improvement district to pay the annual expenses of said districts; and

WHEREAS, the governing body of the municipality shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3, Arizona Revised Statutes; and

WHEREAS, the Mayor and Council desire to approve said statements and estimates for Fiscal Year 2013/2014;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AS FOLLOWS:

1. The proposed statement and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2013/2014, attached hereto and incorporated herein as Exhibit “A”, is hereby approved.

2. A public hearing and special meeting to approve the statement and estimates and final budgets of the Districts shall be set for the 25th day of June, 2013

and notice of such hearing shall be published in accordance with the requirements of A.R.S. § 48-616.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2013.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Schedule of Estimated Assessments

Fiscal Year - 2013-2014

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2012/2013 Estimated Actual Expenses	2012/2013 Levy Request	2012/2013 Difference on Expenses vs. Levy	2013/2014 Projected Expenses	2013/2014 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	$ 1,884	$ 2,003	$ (119)	$ 1,923	$ 1,804
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	$ 967	$ 1,022	$ (55)	$ 986	$ 931
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	$ 879	$ 933	$ (54)	$ 897	$ 843

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. d.**

Meeting Date:	05/28/2013
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to instruct Musgrove, Drutz & Kack to file the proposed stipulated Judgment with regard to *Becker Holdings, LLC v. Hall; Denney; Fitzgerald All-State Bail Bonds, LLC; CitiFinancial, Inc.; Town of Chino Valley; Ross Jacobs; Yavapai County Treasurer,* Case No. CV 2013-00180, Yavapai County Superior Court, pertaining to real property located at 1831 Yvonne Way, Chino Valley, Arizona.

RECOMMENDED ACTION:

Instruct Musgrove, Drutz & Kack to file the proposed stipulated Judgment with regard to the Becker Holdings litigation.

SITUATION AND ANALYSIS:

Plaintiff Becker Holdings has filed an action in Yavapai County Superior Court, to foreclose all interested parties' right to redeem delinquent taxes that Plaintiff has paid, as to real property located at 1831 Yvonne Way, Chino Valley, AZ (described as Lot 520, Chino Meadows Unit II, according to the plat of record in Book 15 of Maps, Page 74, records of Yavapai County, Arizona).

Consistent with Council's recent direction to Musgrove, Drutz & Kack (MD&K), MD&K and Plaintiff's Counsel have jointly drafted a proposed stipulated Judgment to file with the Court. The proposed stipulated Judgment provides that any of the Town's existing/accrued interests or asserted interests in the subject property will be foreclosed and extinguished, and each party shall be responsible for their respective fees and costs.

The Town's existing interest is a utility lien, which includes the balance of the subject property's buy-in/hook-up fee for sewer.

The proposed stipulated Judgment would not impact any right to assert a valid interest in the property that may accrue in the future (such as unpaid assessments).

Plaintiff's Counsel is expecting that this item will be considered and approved no later than the 1st Regular Meeting in June.

If Council approves the proposed stipulated Judgment, it will be filed with the Court; and the Court will enter said Judgment. Once the Court enters Judgment, the litigation will be resolved. If the Council rejects the proposed stipulated Judgment, then it will be necessary for the Town to file a responsive pleading (answer or motion to dismiss) with the Court, and become actively involved in the Lawsuit.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Proposed Stipulated Judgment, Tentative Settlement

MAY 17 2[illegible]

ORIGINAL FILED THIS______
DAY OF______________
SANDRA K MARKHAM
Clerk of Superior Court
By:__________________
Deputy
K GRESHAM

Russell S. Duerksen
Law Office of Russell S. Duerksen
Post Office Box 1620
Chino Valley, AZ 86323
Telephone 928/636-1884
STATE BAR NO. 012118

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

BECKER HOLDINGS, LLC, an Arizona Limited Liability Company, Plaintiff, Vs. Virgilene K. Hall and John Doe Hall wife and husband; Alan Lee Denney, a single man; Fitzgeral All-State Bail Bonds, LLC, an Arizona limited liability corporation; CitiFinancial, Inc.; Town of Chino Valley, an Arizona municipal corporation; Greentree Servicing, LLC; ROSS JACOBS, in his capacity as YAVAPAI COUNTY TREASURER; DOES 1-10, inclusive; the unknown heirs, devisees legatees, successors and assigns of each defendant, whether they be deceased or otherwise non-existent Defendants.	Case No.: P1300CV201300180 JOINT NOTICE RE: TENTATIVE SETTLEMENT BETWEEN PLAINTIFF AND DEFENDANT TOWN OF CHINO VALLEY

Plaintiff and Defendant Town of Chino Valley, by and through undersigned Counsel, hereby give notice to the Court that they have reached a tentative settlement in the above-captioned matter. However, the Town Council of the Town of Chino Valley must formally approve the parties' proposed stipulated form of Judgment Foreclosing Right to Redeem and Quieting Title as To Town of Chino Valley ("Stipulated Judgment"), a copy of which is attached hereto as *Exhibit A*.

The Town Council is expected to consider the proposed Stipulated Judgment at its next regular Council Meeting scheduled for June 11, 2013. Subject to the Town of Chino Valley's approval, the Parties anticipate submitting the Stipulated Judgment shortly after June 11, 2013 for the Court's consideration.

Respectfully submitted this 17th day of May, 2013.

Becker Holdings, LLC

Russell S. Duerksen
Law Office of Russell S. Duerksen

Town of Chino Valley

Sharon M. Flack
Musgrove, Drutz & Kack, P.C.

EXHIBIT "A"

Russell S. Duerksen
Law Office of Russell S. Duerksen
Post Office Box 1620
Chino Valley, AZ 86323
Telephone 928/636-1884
STATE BAR NO. 012118

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

BECKER HOLDINGS, LLC, an Arizona Limited Liability Company, Plaintiff, Vs. Virgilene K. Hall and John Doe Hall wife and husband; Alan Lee Denney, a single man; Fitzgerald All-State Bail Bonds, LLC, an Arizona limited liability corporation; CitiFinancial, Inc.; Town of Chino Valley, an Arizona municipal corporation; Greentree Servicing, LLC; ROSS JACOBS, in his capacity as YAVAPAI COUNTY TREASURER; DOES 1-10, inclusive; the unknown heirs, devisees, legatees, successors and assigns of each defendant, whether they be deceased or otherwise non-existent, Defendants.	Case No.: P1300CV201300180 STIPULATION FOR ENTRY OF JUDGMENT AS TO DEFENDANT TOWN OF CHINO VALLEY

Plaintiff and Defendant Town of Chino Valley, by and through undersigned Counsel, hereby stipulate to the entry of Judgment in the form attached as Exhibit A.

. . .

. . .

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Dated this ____ day of April, 2013.

Becker Holdings, LLC

____
Russell S. Duerksen
Law Office of Russell S. Duerksen

Town of Chino Valley

____
Sharon M. Flack
Musgrove, Drutz & Kack, P.C.

Russell S. Duerksen
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Post Office Box 1620
Chino Valley, AZ 86323
Telephone 928/636-1884
STATE BAR NO. 012118

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

BECKER HOLDINGS, LLC, an Arizona Limited Liability Company, Plaintiff, Vs. Virgilene K. Hall and John Doe Hall wife and husband; Alan Lee Denney, a single man; Fitzgerald All-State Bail Bonds, LLC, an Arizona limited liability corporation; CitiFinancial, Inc.; Town of Chino Valley, an Arizona municipal corporation; Greentree Servicing, LLC; ROSS JACOBS, in his capacity as YAVAPAI COUNTY TREASURER; DOES 1-10, inclusive; the unknown heirs, devisees, legatees, successors and assigns of each defendant, whether they be deceased or otherwise non-existent, Defendants.	Case No.: P1300CV201300180 JUDGMENT FORECLOSING RIGHT TO REDEEM AND QUIETING TITLE AS TO TOWN OF CHINO VALLEY

The Plaintiff appearing through counsel Russell Duerksen, Defendant Town of Chino Valley, an Arizona Municipal Corporation, appearing through counsel, Musgrove, Drutz and Kack, and the parties having stipulated to the entry of judgment in Plaintiff's favor:

. . .

. . .

THE COURT FINDS:

1. That the real property which is the subject of this action is known as Lot 520, Chino Meadows Unit II, according to the plat of record in Book 15 of Maps, Page 74, records of Yavapai County, Arizona, hereafter referred to as Lot 520.

2. That a tax sale was conducted at which the real property that is the subject of this action was sold for back taxes, that certificate number 20729 was issued for said sale, and no redemption therefrom has been made.

3. That Defendant Town of Chino Valley has knowingly and intentionally waived its lien interest recorded at Book 4896, Page 739, records of Yavapai County, Arizona.

IT IS THEREFORE ORDERED ADJUDGED and DECREED:

1. That certain Notice and Claim of Public Utility Lien for Nonpayment of Public Utility User Fees, recorded at Book 4896, Page 739, records of Yavapai County, Arizona, is hereby extinguished; and

2. That Defendant Town of Chino Valley is forever barred and foreclosed of all right, title, interest, claim, demand or equity in and to Lot 520 that exists or is claimed or asserted by Defendant as of the date of entry of this Judgment.

. . .

. . .

. . .

3. That each party shall bear their own costs and attorney's fees incurred.

DONE IN OPEN COURT this _____ day of _______________, 2013.

____
Judge

Approved as to form and content

Town of Chino Valley

____
Sharon M. Flack, Esq.
Musgrove, Drutz, & Kack, P.C.

Becker Holdings, LLC

____
Russell S. Duerksen, Esq.

0413/19038

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. e.**

Meeting Date:	05/28/2013
Contact Person:	Rhonda Apolinar, Court Coordinator Phone: 928-636-2646 x-1289
Department:	Municipal Court
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Chino Valley Municipal Court

AGENDA ITEM TITLE:

Consideration and possible action to approve the Services Agreement between the Town of Chino Valley Municipal Court and nCourt, LLC, to permit citizens to pay their financial obligations on-line with a credit or debit card.

RECOMMENDED ACTION:

Approve the Services Agreement between the Town of Chino Valley Municipal Court and nCourt, LLC for online software and services.

SITUATION AND ANALYSIS:

nCourt is a government services technology company that provides software and services which permits citizens to pay their financial obligations on-line with a credit or debit card. The Provider shall build, host, and maintain a court-specific website for the court. nCourt shall impose and collect a user fee for use of the online payment system with no cost to the court.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

nCourt Services Agreement

SERVICES AGREEMENT BETWEEN

nCourt LLC

&

Town of Chino Valley, Arizona Municipal Court

THIS AGREEMENT entered into this ______ day of ______________________, 2013, by and between nCourt LLC , a Georgia limited liability company, (the "Provider") and the Town of Chino Valley, Arizona (Municipal Court), an Arizona municipal corporation (the "Court"), shall be the complete understanding of the parties with respect to provision of the products and services hereinafter described, as well as the compensation to be paid on account thereof.

WHEREAS, the Provider is a government services technology company that, among other things, provides software and services that permit citizens to pay their financial obligations on-line with a credit or debit card (the "Program"); and,

WHEREAS, the Provider shall build, host and maintain a court-specific website(s) for the Court with the website: www.chinovalleytix.com (if desired);

THE PARTIES AGREE AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth in this Section:

1.1 "User" is the litigant, defendant, respondent, party, driver, registrant, or other person or corporation, howsoever denominated in Courts' case management system, or identified as the entity making payment to Court on account of fines, fees, charges, bonds, restitution, costs or other obligations related to a court.

1.2 "User Payment" is the electronic payment of fines and fees assessed by Court and collected by Provider pursuant to this Agreement.

1.3 "User Transaction Fee" shall be a fee imposed by and collected by Provider for use of the online payment system as set forth in Section 5 of this Agreement.

2. Services. Provider as a convenience for Users shall build, host and maintain a court-specific website(s) for Court for online payment of Court fines and fees through the website: www.chinovalleytix.com at its sole cost (the "Program"):

2.1 All costs for development, hosting, application, processing, Court service and merchant fees related to the Program are underwritten by a User Fee included in the payment transaction.

2.2 Implementation and operation of the Program shall be at no cost to Court.

2.3 When a payment is authorized, Provider will provide notification to Court via e-mail and notify the User that the transaction has been completed.

2.4 Upon said notification from Provider, Court employees will update the Court's billing system with payment information.

2.5 User Payments received shall be deposited by Provider each day on the same day into a custodial account established with a financial institution that provides credit card processing services selected and agreed upon by Provider and Court. The custodial account shall be used solely for receipt of User Payments. Provider shall maintain this custodial account in a fiduciary capacity on behalf of Court. Provider shall secure the custodial account according to security measures approved in advance in writing by Court to prevent unauthorized access. The custodial account shall be insured by the FDIC. User Payments shall be transferred by ACH Electronic Transfer to Court on a schedule to be determined by the Parties. The payment will be accompanied by a reconciliation prepared by Provider detailing the paid citations/bills included. Any money transfer fees shall be the sole responsibility of Provider.

2.6 Provider shall pay to Court the full amount of all Court fines and fees paid by Users through the Program. Only the Court fines and fees and the User Fee shall be charged to Users.

2.7 Upon notification of a change in any payment amount which has not yet been entered into the Court database (and therefore is not in Provider system), Provider shall take necessary action to secure the additional funds or refund an overpayment.

2.8 Citations that require a court appearance are not eligible for online payment.

2.9 Provider shall provide a toll-free telephonic Court service function to ensure that Users utilizing the Program are able to pay Court fines and fees in full without the interaction with Court personnel.

2.10 Nothing herein requires a User to utilize Provider's services and Provider's services are simply offered as a convenience to Users. Users may continue to make payments to Court via traditional methods of payment.

3. Term of Agreement. This agreement shall commence on the date herein executed by both parties and continue until terminated by either party. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Upon termination of this Agreement, Provider shall disable the website entirely and transfer all User Payments to Court within ten (10) days of the date of termination of this Agreement.

4. Court's Responsibilities.

4.1 Court shall cause the website address for the Program to be printed on all traffic citations. In lieu of printing the website address on the traffic citations, the issuing officer may deliver a printed document containing the website address to the potential User upon the issuance of the citation.

4.2 For the purpose of permitting ACH transfers between Provider and Court, Court shall maintain a Deposit Account with the following bank and account number;

____

[Name of Bank]

____

[ACH Routing Number/Deposit Account Number]

4.3 Court shall notify Provider in writing whenever there is a change in the bank or account that may materially affect the ability of Provider to make ACH transfers and deposits to the credit of Court's account.

4.4 Each party shall immediately notify the other party in writing of any perceived or known irregularities in services provided, including without limitation, the operation of the FullCourt Court Case Management System, the ePayment system, receipts and payments made to the Court's account(s) via the ACH system, and any transactions processed through nCourt.

5. Fees/Costs.

5.1 Transaction Fees. Provider will charge the User a User Transaction Fee of $_N/A___ plus _7___% of the fine, fee or other amounts to be paid by User to Court via Provider's website. The User Transaction Fee shall be paid by the User for the convenience of making payment to the Court via the internet and shall serve as compensation to Provider for providing the services set forth in this Agreement. The User Transaction Fee shall be assessed to the credit card, debit card or other account (as applicable) of the User making a payment to Court via Provider's website, and shall be in addition to the amount of the obligation owed by User to Court.

5.2 In the event that any costs or fees imposed upon Provider by the debit/credit card transaction service are increased by more than 25% without prior notice, Provider, at its election, may immediately suspend the provision of services hereunder without incurring liability for the consequences of said suspension. (In the event that Provider makes such an election to suspend services, written notification thereof shall be immediately given to Court and the website shall be immediately disabled.

6. Payments/Billings/Reports. Upon request of Court, Provider shall provide to Court financial and/or statistical reports as may be reasonably necessary for management of transactions.

7. Indemnification.

7.1 Provider shall indemnify defend and hold harmless Court for: (i) any claims, liability or damages awarded against Court for any claim brought against Court by any third party arising from or based upon the acts or omissions of Provider, Provider's employees, agents or representatives in connection with or arising out of this Agreement or the duties to be performed by Provider pursuant to this Agreement; (ii) any hacking, infiltration or compromise of Provider's systems, or the systems of Provider's agents or representatives or other entity of which Provider may be a part; and (iii) any violation by Provider, its employees, agents or representatives, of Merchant Card Processing Agreement(s), Operating Regulations, Operating Guides, Operating Manuals, Official Rules, Bulletins, Notices and similar documents issued by those entities.

7.2 Court shall indemnify Provider for any claims or damages awarded against Provider for any claim brought against Provider by any third party arising from or based upon any grossly negligent or intentionally harmful act or omission of Court, Court's employees, agents or representatives in connection with or arising out of this Agreement, the duties to be performed by Court pursuant to this Agreement. Court shall indemnify, defend and hold harmless Provider for any hacking, infiltration or compromise of Court's systems, or the systems of Court's agents or representatives, including the municipality or other governmental body of which Court is a part.

8. Limitation of Liability. Each party is not responsible to the other party for errors, acts, failure to act by third parties, including, but not limited to agents, third party suppliers of software, equipment or services; or banks, communication common carriers, data processors or clearinghouses through which transactions may be passed, originated, and/or authorized. Each party will not be responsible to the other party for any loss, liability or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, acts of terrorism, labor disputes, failures in communication networks, legal constraints or other events beyond its control.

9. Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Provider hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Provider further warrants that after hiring an employee, Provider verifies the employment eligibility of the employee through the E-Verify program. If Provider uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Provider is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Court at its option may terminate the Agreement after the third violation. Provider shall not be deemed in material breach of this Agreement if the Provider and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Court retains the legal right to inspect the papers of any Provider or subcontractor employee who works on the Agreement to ensure that the Provider or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

10. Bond. Provider shall post and maintain during the term of the Agreement a surety bond or fidelity bond in the amount of $100,000.00 in a form acceptable to Court.

11. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, the validity of the remaining provisions shall not be affected.

12. Termination for Cause. Either party may terminate this Agreement immediately if the other party is in breach of any confidentiality obligations, or in violation of any obligations concerning use or protection of intellectual property rights related to performance under this Agreement. This Agreement may also be terminated at any time by the non-breaching party in the event of a material breach, if the breaching party fails to cure the breach within a reasonable time, not to exceed thirty (30) days from receipt of written notice of said breach, or in the event of numerous or repeated breaches. Any portion of this agreement and/or the schedules hereto may be independently terminated in the same manner without prejudice to the remaining portions of this agreement.

13. Notices. Any notice required or permitted to be given in this agreement shall be in writing and shall be sent in a manner requiring a signed receipt, or if mailed, by registered or certified mail, return receipt requested. Notice is effective upon receipt. Unless otherwise set forth in writing, the parties designate the addresses set forth below as the location for delivery of any notifications:

Court
John G. Walker, Town Magistrate
Town of Chino Valley
1988 N. Rd. 1 West
Chino Valley, AZ 86323

Provider
nCourt LLC
Robert Levine, Member
500 E. 85th St., Apt. 11H
New York, NY 10028

With a copy to:
Town Attorney
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 E. Thomas Road
Phoenix, Arizona 85016

14. No Waiver. The failure of either party to exercise any right, or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right nor be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

15. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, shortages of materials or supplies, or any other cause beyond the control of such party. This provision requires that any party claiming relief under this provision give written notice within fifteen (15) days of discovery thereof. In no event shall the time for performance be extended beyond 90 days.

16. Compliance with Federal, State and Local Law. The parties shall perform all obligations hereunder in compliance with applicable federal, state and local statutes, laws, regulations and ordinances.

17. Governing Law. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Arizona.

18. Assignment. This Agreement shall not be assigned or transferred without prior written consent of Court, which shall not be unreasonably withheld. Any request for consent to assignment shall be acted on within thirty (30) days from receipt by Court.

19. Conflict of Interest. Court may cancel this Agreement under the provisions of A.R.S. § 38-511. In the event Court elects to exercise its rights under this paragraph, Court agrees to immediately give notice thereof to Provider.

20. Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

21. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. Sudan and Iran. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.

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

NCourt LLC

By:________________________________

Town of Chino Valley, Arizona

By:________________________________
Chris Marley, Mayor

Attest:

By:________________________________
Jami Lewis, Town Clerk

Approved as to form:

By:________________________________
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C., Town Attorneys

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. f.**

Meeting Date:	05/28/2013
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Road 3 North at the Town Complex

AGENDA ITEM TITLE:

Consideration and possible action to approve the creation of permanent drainage easements across Assessor's Parcel Numbers 306-13-006, 306-18-180, 306-08-178, 306-13-010, and 306-13-005, to allow for the Road 3 North Stormwater Project.

RECOMMENDED ACTION:

Approve the creation of permanent drainage easements across Assessor's Parcel Numbers 306-13-006, 306-18-180, 306-08-178, 306-13-010, and 306-13-005.

SITUATION AND ANALYSIS:

The purpose of these easements is to allow the Town to construct the stormwater improvements for the Road 3 North Stormwater Project. These easements outline the permanent drainage easement that the Town will be responsible to maintain.

The Carlson easement applies to assessor's parcel number 306-13-006. The Cerroco easement applies to parcel number 306-18-180. The Henze easement applies to parcel number 306-08-178. The Kidd easement applies to parcel number 306-13-010. The Kramer easement applies to parcel number 306-13-005. These easement create the necessary legal means for the Town construct and maintain the project.

This project is the culmination many years of seeking an alternative to an ongoing drainage problem for the Town of Chino Valley. Over the past many years the area of Road 3 North in the vicinity of the Town Complex has flooded. This flooding has inundated many homes as well as Road 3 North itself. This project will construct an open channel, which will be lined, between the detention basin at Road 3 North and the Public Works Building to the Appaloosa Meadows drainage system. The project has been designed such that the Appaloosa Meadows system is capable of accepting the stormwater. These easements are necessary for the project to move forward.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Carlson Easement

Cerroco Easement

Henze Easement

Kidd Easement

Kramer Easement

Recorded at the request of: TOWN OF CHINO VALLEY

Assessor's Parcel #306-13-006

Drainage Ditch Right of Way

THIS INDENTURE, made this 6 day of May, 2013, by and between Daniel G. Carlson and Gretchen C. Carlson, husband and wife, hereinafter designated the Grantor and The Town of Chino Valley, Yavapai County Arizona hereinafter designated at the Grantee.

The Grantee requires a drainage ditch right of way across a parcel of land belonging to the Grantor, upon which the Grantee will construct and maintain a drainage ditch.

The Grantor does hereby grant to the Grantee a drainage ditch right of way for such purposes subject, however, to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said drainage ditch and consents to the establishment thereof over said land.

CONSIDERATION:

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a drainage ditch right of way and does by these presents convey to the use of the Grantee forever so long as it is properly maintained and Town of Chino Valley assumes all liability of that certain strip on the west side of said property a minimum of five feet from the outside of existing block wall, of land situated in Yavapai County, Arizona and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"LEGAL DESCRIPTION AND
EXHIBIT "B" MAP TO ACCOMPANY LEGAL DESCRIPTION.

TO HAVE AND TO HOLD the same forever provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein:

CONDITIONS:

1. This strip of land shall be used for no other purposes that those herein set forth.

GCC

DGC

2. The Grantee shall repair any improvements belonging to the Grantor that may damage during the construction or thereafter in the maintenance of the drainage ditch.
3. The Grantee shall maintain the drainage ditch and be responsible for the construction, maintenance and use of the said drainage ditch.
4. The Grantee assumes all liability for the construction, maintenance and use associated with the said drainage ditch.
5. The Grantee assumes all liability for any events that occurs in or on or is caused by the drainage ditch right of way, including but not limited to any accidents or legal claims which occurs as a result of the drainage ditch right of way.
6. Grantee will allow Grantor to connect and discharge yard ditches into the drainage way.
7. Grantor shall pay Grantee a sum of $1,500.00 prior to the start of construction, for the trees that will be removed.
8. The existing block wall (fence) will not be disturbed during construction or future maintenance. Any damage to said wall during construction or any future maintenance, any flooding, or erosion as a result of said drainage ditch shall be the responsibility of the Town of Chino Valley to repair immediately to the satisfaction of the Grantor.
9. A temporary construction fence will be allowed placed five feet on the west side of said property outside of the existing block wall.
10. If at any time the Town of Chino Valley ceases to use the drainage ditch right of way, the easement would become null and void. However, the Town of Chino Valley would be required to fill in said drainage ditch and return it to its original condition.
11. Each page of drainage ditch right of way document to be initialed at the bottom of each by all parties.

THAT ALL GRANTS, CONVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument had been duly signed and executed by the Grantor the day and year above written.

Daniel G. Carlson

By: Daniel G. Carlson

Gretchen C. Carlson

By: Gretchen C. Carlson

GC

D.G.C

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this 6 day of May, 2013, by Daniel G. Carlson and Gretchen C. Carlson for the purpose and consideration therein mentioned.

Sherri L Turner
Notary Public

My Commission expires Sept 24, 2015

OFFICIAL SEAL
SHERRI L. TURNER
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires Sept. 24, 2015

APPROVED AS TO FORM AND CONTENT:

____
Town Attorney

OWNER: TOWN OF CHINO VALLEY

____
By: Chris Marley, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this ______ day of __________, 2013, by ________________________, Town Attorney and Chris Marley, Mayor, on behalf of the Town of Chino Valley for the purpose and consideration therein mentioned.

____
Notary Public

My Commission expires ____________

gcc

D.G.C.

EXHIBIT A
LEGAL DESCRIPTION

All that portion of land lying within a portion of Section 9, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of Lot 2 as shown on the Final Plat of Appaloosa Meadows Phase II, recorded in Book 42 of Maps and Plats, Page 63, Yavapai County Recorder's Office, more particularly described as follows:

(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 48°38'02" West, along the north right of way line of Gilson Street, a distance of 519.07 feet to the southwest corner of Lot 1 of said final plat;

Thence North 12°05'00" West, along the westerly line of said Lot 1, a distance of 212.89 feet to the southwest corner of said Lot 2 and the TRUE POINT OF BEGINNING;

Thence continuing North 12°05'00" West, along the westerly line of said Lot 2, a distance of 212.89 feet to the northwest corner of said Lot 2;

Thence South 89°25'40" East, along the northerly line of said Lot 2, a distance of 15.37 feet;

Thence South 12°05'00" East, a distance of 212.89 feet to a point on the southerly line of said Lot 2;

Thence North 89°25'40" West, along said southerly line, a distance of 15.37 feet to the TRUE POINT OF BEGINNING.

Containing 3,193.29 sf. or 0.07 acres, more or less.

03/12/13
LE #487-18
Lot 2 Drainage.doc

JASON O'BRIEN, R.L.S.

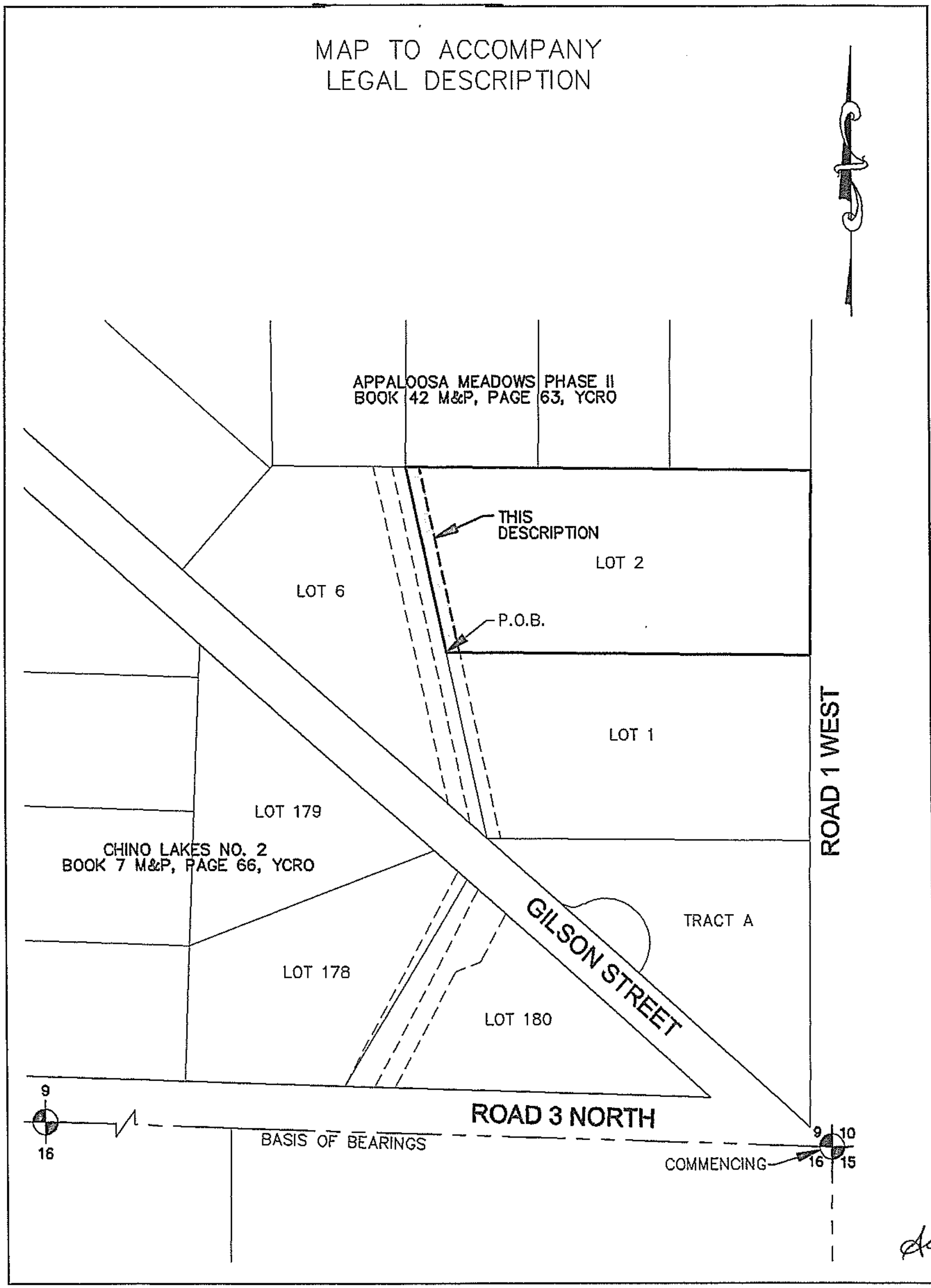
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 03-12-13
ARIZONA, U.S.A.

EXPIRES 6/30/13

Aa

R.D.C.

EXHIBIT "B"



dc

D.D.C.

Recorded at the request of: **TOWN OF CHINO VALLEY**

Assessor's Parcel # 306-08-180

EASEMENT

THIS INDENTURE, made this 20th day of March, 2013, by and between CERROCO INC., BY Ted DalCerro, President, hereinafter designated the Grantor and The Town of Chino Valley, Yavapai County Arizona hereinafter designated as the Grantee.

The Grantee requires a perpetual drainage easement across a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain a public drainage ditch.

The Grantor does hereby grant to the Grantee a perpetual drainage easement for such purposes subject, however to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said drainage way and consents to the establishment thereof over said land.

CONSIDERATION;

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a perpetual easement and does by these presents convey to the use of the Grantee forever, that certain strip, tract, or parcel of land and real estate situated in Yavapai County, Arizona, and more particularly described as follows:

SEE ATTACHMENT EXIBIT "A"

TO HAVE AND TO HOLD the same forever provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein:

CONDITIONS:

1. That said parcel of land shall be used for no other purposes that those herein set forth.
2. The Grantee shall and will repair any improvements belonging to the Grantor that may be damaged by the Grantee during the construction of said drainage way.
3. The Grantee will maintain the said drainage way.

4. The Grantee assumes all responsibility for the construction, maintenance and use of said drainage way.

5. Grantee will allow Grantor to connect and discharge yard drainage ditches into the drainage way.

6. Other special conditions.

   -Grantee shall make excess excavated dirt available to Grantor to be placed on Grantor's property as directed by Grantor.

   -Grantor shall make available a temporary construction easement.

THAT ALL GRANTS, COVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has bee duly signed and executed by the Grantor the day and year above written.

____

PRESIDENT CERROCO CORP

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this 20 day of March. 2013, by Theodore Dal Cerro for the purpose and consideration therein mentioned.

Mary Brasher
Notary Public

My Commission expires July 2, 2016

OFFICIAL SEAL
MARY BRASHER
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires July 2, 2016

APPROVED AS TO FORM:

____
Town Attorney

OWNER: TOWN OF CHINO VALLEY

____
By: Chris Marley, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this___________day of ____________2013, by____________________________for the purpose and consideration therein mentioned.

_________________________ My Commission Expires__________
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

All that portion of land lying within a portion of Section 9, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of Lot 180 as shown on the Final Plat of Chino Lakes No. 2, recorded in Book 7 of Maps and Plats, Page 66, Yavapai County Recorder's Office, more particularly described as follows:

(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 88°11'02" West, along the south line of said Section 9, also being the south right of way line of Road 3 North, a distance of 554.21 feet;

Thence North 01°48'58" East, a distance of 50.00 feet to a point on the north right of way line of said Road 3 North, said point also being the southwest corner of Lot 180 and the TRUE POINT OF BEGINNING;

Thence North 31°29'58" East, along the westerly line of said Lot 180, a distance of 268.31 feet to the northern most corner of said Lot 180;

Thence South 48°38'02" East, along the northerly line of said Lot 180, a distance of 16.52 feet;

Thence South 28°31'53" West, a distance of 249.18 feet to a point on the southerly line of said Lot 180, also being the northerly right of way line of Road 2 North;

Thence North 88°11'02" West, along said southerly line, a distance of 33.59 feet to the TRUE POINT OF BEGINNING.

Containing 5,921.11 sf. or 0.14 acres, more or less.

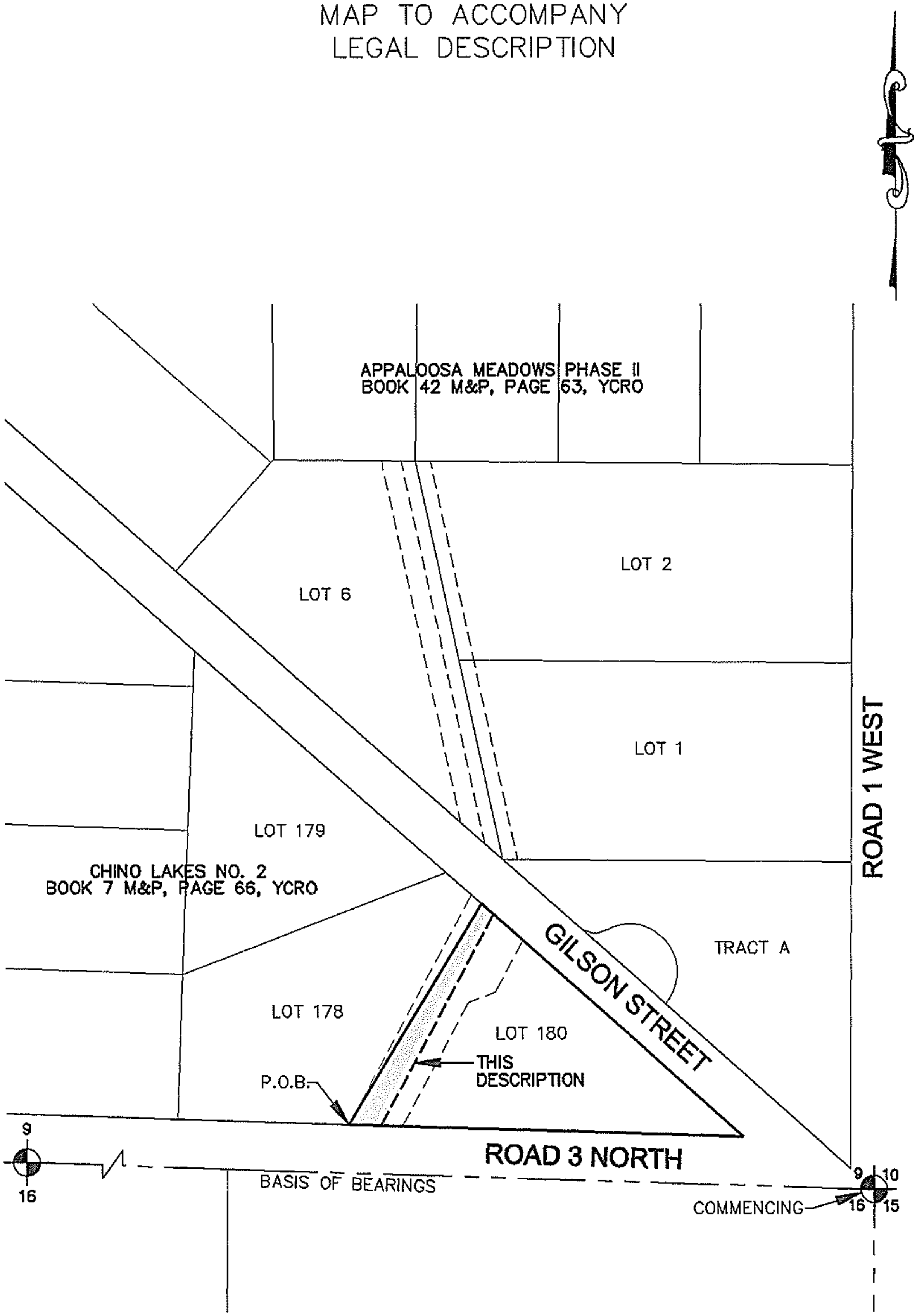
03/12/13
LE #487-18
Lot 180 Drainage.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 03-12-13
ARIZONA, U.S.A.

EXPIRES 6/30/13

MAP TO ACCOMPANY LEGAL DESCRIPTION



Recorded at the request of: **TOWN OF CHINO VALLEY**

Assessor's Parcel # 308-08-178

EASEMENT

THIS INDENTURE, made this 3 day of April, 2013, by and between Larry L. Henze and Delores F. Henze, (husband and wife), hereinafter designated the Grantor and The Town of Chino Valley, Yavapai County Arizona hereinafter designated as the Grantee.

The Grantee requires a perpetual drainage easement across a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain a public drainage ditch.

The Grantor does hereby grant to the Grantee a perpetual drainage easement for such purposes subject, however to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said drainage way and consents to the establishment thereof over said land.

CONSIDERATION;

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a perpetual easement and does by these presents convey to the use of the Grantee forever, that certain strip, tract, or parcel of land and real estate situated in Yavapai County, Arizona, and more particularly described as follows:

SEE ATTACHMENT EXIBIT "A"

TO HAVE AND TO HOLD the same forever provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein:

CONDITIONS:

1. That said parcel of land shall be used for no other purposes that those herein set forth.
2. The Grantee shall and will repair any improvements belonging to the Grantor that may be damaged by the Grantee during the construction of said drainage way.
3. The Grantee will maintain the said drainage way.

4. The Grantee assumes all responsibility for the construction, maintenance and use of said drainage way.

5. Grantee will allow Grantor to connect and discharge yard drainage ditches into the drainage way.

6. Other special conditions.

   Grantee shall construct a new in kind fence along the new easement line.

THAT ALL GRANTS, COVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has bee duly signed and executed by the Grantor the day and year above written.

Larry L Henze
____

Delores Henze
____

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this ___3___ day of ___April___ 2013, by ___Delores Henze And Larry Henze___ for the purpose and consideration therein mentioned.

___Mary Brasher___ My Commission expires ___July 2, 2016.___
Notary Public

OFFICIAL SEAL
MARY BRASHER
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires July 2, 2016

APPROVED AS TO FORM:

____
Town Attorney

OWNER: TOWN OF CHINO VALLEY

____
By: Chris Marley, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this___________day of ____________2013, by_____________________________for the purpose and consideration therein mentioned.

__________________________ My Commission Expires__________
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

All that portion of land lying within a portion of Section 9, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of Lot 178 as shown on the Final Plat of Chino Lakes No. 2, recorded in Book 7 of Maps and Plats, Page 66, Yavapai County Recorder's Office, more particularly described as follows:

(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 88°11'02" West, along the south line of said Section 9, also being the south right of way line of Road 3 North, a distance of 554.21 feet;

Thence North 01°48'58" East, a distance of 50.00 feet to a point on the north right of way line of said Road 3 North, said point also being the southeast corner of Lot 178 and the TRUE POINT OF BEGINNING;

Thence North 28°31'53" East, a distance of 271.12 feet to a point on the northerly line of said Lot 178;

Thence South 48°38'02" East, along said northerly line, a distance of 14.25 feet to the northeast corner of said Lot 178;

Thence South 31°29'58" West, along the easterly line of said Lot 178, a distance of 268.31 feet to the TRUE POINT OF BEGINNING.

Containing 1,883.37 sf. or 0.04 acres, more or less.

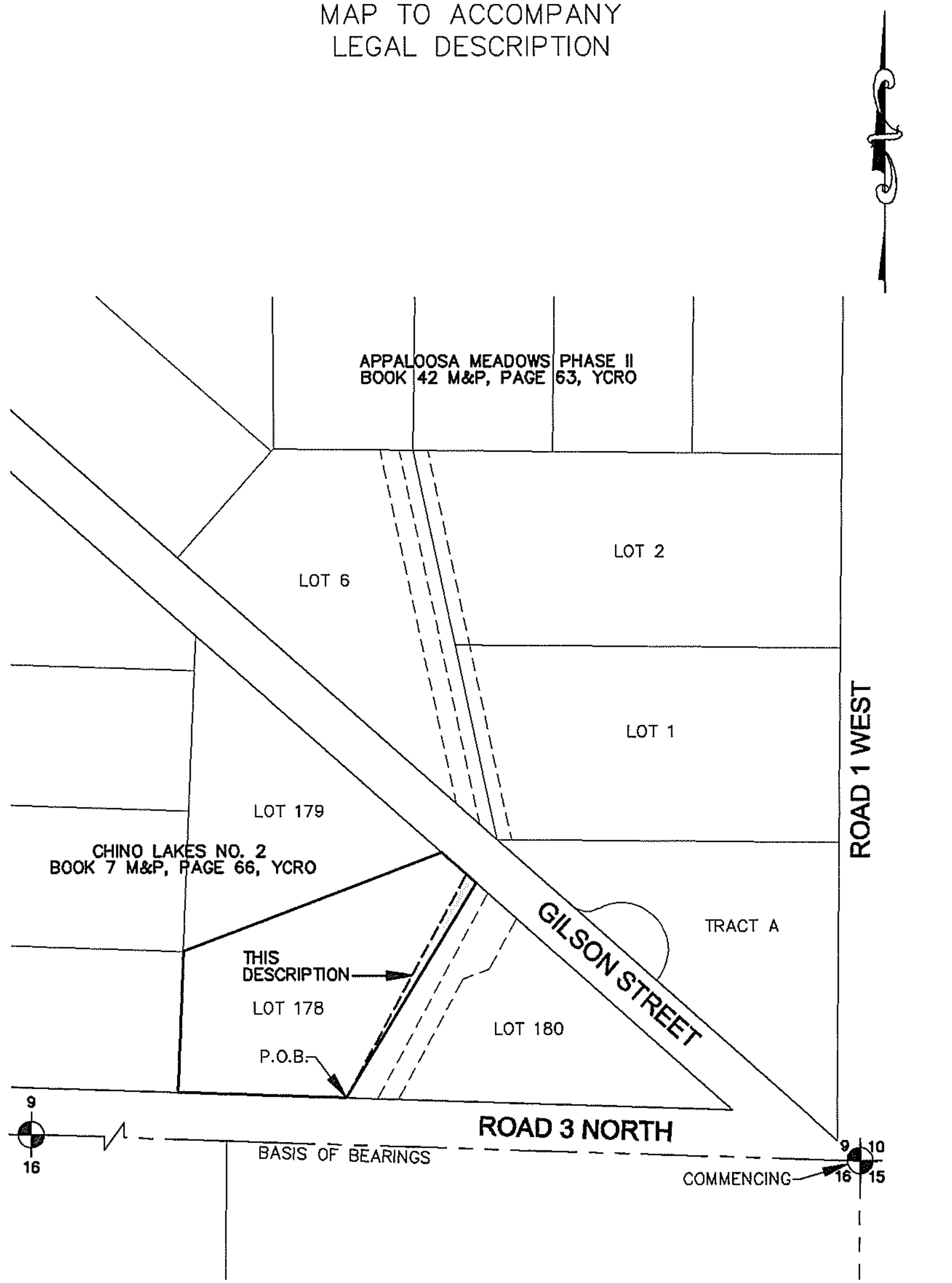
03/12/13
LE #487-18
Lot 178 Drainage.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 03-12-13
ARIZONA, U.S.A.

EXPIRES 6/30/13

MAP TO ACCOMPANY LEGAL DESCRIPTION



Recorded at the request of: **TOWN OF CHINO VALLEY**

Assessor's Parcel # 306-13-010

EASEMENT

THIS INDENTURE, made this 8 day of May, 2013, by and between Michael T. Kidd and Pamela L. Kidd, (husband and wife), hereinafter designated the Grantor and The Town of Chino Valley, Yavapai County, Arizona hereinafter designated as the Grantee.

The Grantee requires a perpetual drainage easement across a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain a public drainage ditch.

The Grantor does hereby grant to the Grantee a perpetual drainage easement for such purposes subject, however to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said drainage way and consents to the establishment thereof over said land.

CONSIDERATION;

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a perpetual easement and does by these presents convey to the use of the Grantee forever, that certain strip, tract, or parcel of land and real estate situated in Yavapai County, Arizona, and more particularly described as follows:

SEE ATTACHMENT EXIBIT "A"

TO HAVE AND TO HOLD the same forever provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein:

CONDITIONS:

1. That said parcel of land shall be used for no other purposes than those set forth.
2. The Grantee shall repair any improvements belonging to the Grantor that may be damaged by the Grantee during construction of the easement.
3. The Grantee will maintain the easement and assumes all responsibility for the construction, maintenance and use of the easement.

4. The Grantee assumes all liability for any injury to any party while trespassing in/on said entire easement for its entire existence.
5. The Grantee assumes all liability for any events that occurs in or on or is caused by the drainage ditch easement, including but not limited to any accidents or legal claims which occurs as a result of the drainage ditch easement.
6. Grantee will allow Grantor to connect and discharge yard ditches into the drainage way.
7. Grantee shall pay Grantor a sum of $500.00 prior to the start of construction, for the trees that will be removed.
8. A temporary construction fence will be placed along the 15 foot temporary construction easement and the fence shall be placed to avoid hitting any tree limbs.
9. If the drainage ditch is abandoned for its intended use the Grantee shall return the ditch to its natural/current condition at the Grantee's expense.
10. Each page of drainage ditch easement document to be initialed at the bottom by both of each parties.
11. Ron Grittman is the Flood Plain Administrator for the Town of Chino Valley, the proposed channel meets the design criteria of a lined channel. In addition, the existing channel is lined with soil cement and also meets the criteria of a lined channel. By meeting this definition the current Yavapai County setbacks for septic tanks and associated leach field and other appurtenances are 25'measured from the property line.
12. Once the project is complete, the Town will re-establish the roadside drainage ditch between the landscaped improvements east of their driveway and the newly constructed channel. These improvements will include rip-rap at the entrance of this re-established channel to the lined area of the channel.
13. The existing water service line will be replaced with a copper line encased in concrete and wrapped in plastic under the new drainage ditch. The Town of Chino Valley will be responsible for any breaks, leaks, repairs to the water line under the ditch in perpetuity.
14. The Town of Chino Valley still offers to be involved in any septic system failure due to the construction of the ditch, reducing the size of the temporary construction easement to 15 feet, restricting the temporary construction area at the existing tree so the overhanging limbs are not disturbed.
15. Grantee will connect the existing ditch on the north side of Gilson to the new drainage ditch by November 1, 2013.
16. Grantee will construct a new in kind fence along Grantor's easement line from northerly corner to the southern corner.
17. The temporary construction fence will be removed no later than July 30, 2013. The temporary construction easement shall expire on July 30, 2013. The Town of Chino Valley or Grantee's contractor shall maintain the temporary easement and weeds.
18. Dust control shall be supplied and maintained by the contractor.
19. Existing water meter will be relocated to east edge of the new ditch.

20. Upon completion of construction Grantee shall install and maintain "no trespassing" signs at Road 3 North, both sides of Gilson and at the junction of the existing Appaloosa Meadows drainage ditch and the new ditch.
21. The water to main lot will not be turned off for more than 4 hours and you will be notified by contractor 24 hours in advance.

THAT ALL GRANTS, COVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the Grantor the day and year above written.

Michael T Kidd
____

Pamela Kidd
____

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this 8 day of May 2013, by Michael Kidd + Pamela Kidd. for the purpose and consideration therein mentioned.

Mary Brasher
Notary Public

My Commission expires July 2, 2016

OFFICIAL SEAL
MARY BRASHER
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires July 2, 2016

APPROVED AS TO FORM:

____
Town Attorney

OWNER: TOWN OF CHINO VALLEY

____
By: Chris Marley, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this___________day of ____________2013, by____________________________for the purpose and consideration therein mentioned.

_________________________ My Commission Expires__________
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

All that portion of land lying within a portion of Section 9, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of Lot 6 as shown on the Final Plat of Appaloosa Meadows Phase II, recorded in Book 42 of Maps and Plats, Page 63, Yavapai County Recorder's Office, more particularly described as follows:

(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 48°38'02" West, along the north right of way line of Gilson Street, a distance of 519.07 feet to the southernmost corner of said Lot 6 and the TRUE POINT OF BEGINNING;

Thence continuing North 48°38'02" West, along said north right of way line, a distance of 25.19 feet;

Thence North 12°05'00" West, a distance of 408.91 feet to the northerly line of said Lot 6;

Thence South 89°25'40" East, along said northerly line, a distance of 15.37 feet to the northeast corner of said Lot 6;

Thence South 12°05'00" East, along the easterly line of said Lot 6, a distance of 425.78 feet to the TRUE POINT OF BEGINNING.

Containing 6,260.18 sf. or 0.14 acres, more or less.

03/12/13
LE #487-18
Lot 6 Drainage.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 03-12-13
ARIZONA, U.S.A.

EXPIRES 6/30/13

MAP TO ACCOMPANY LEGAL DESCRIPTION

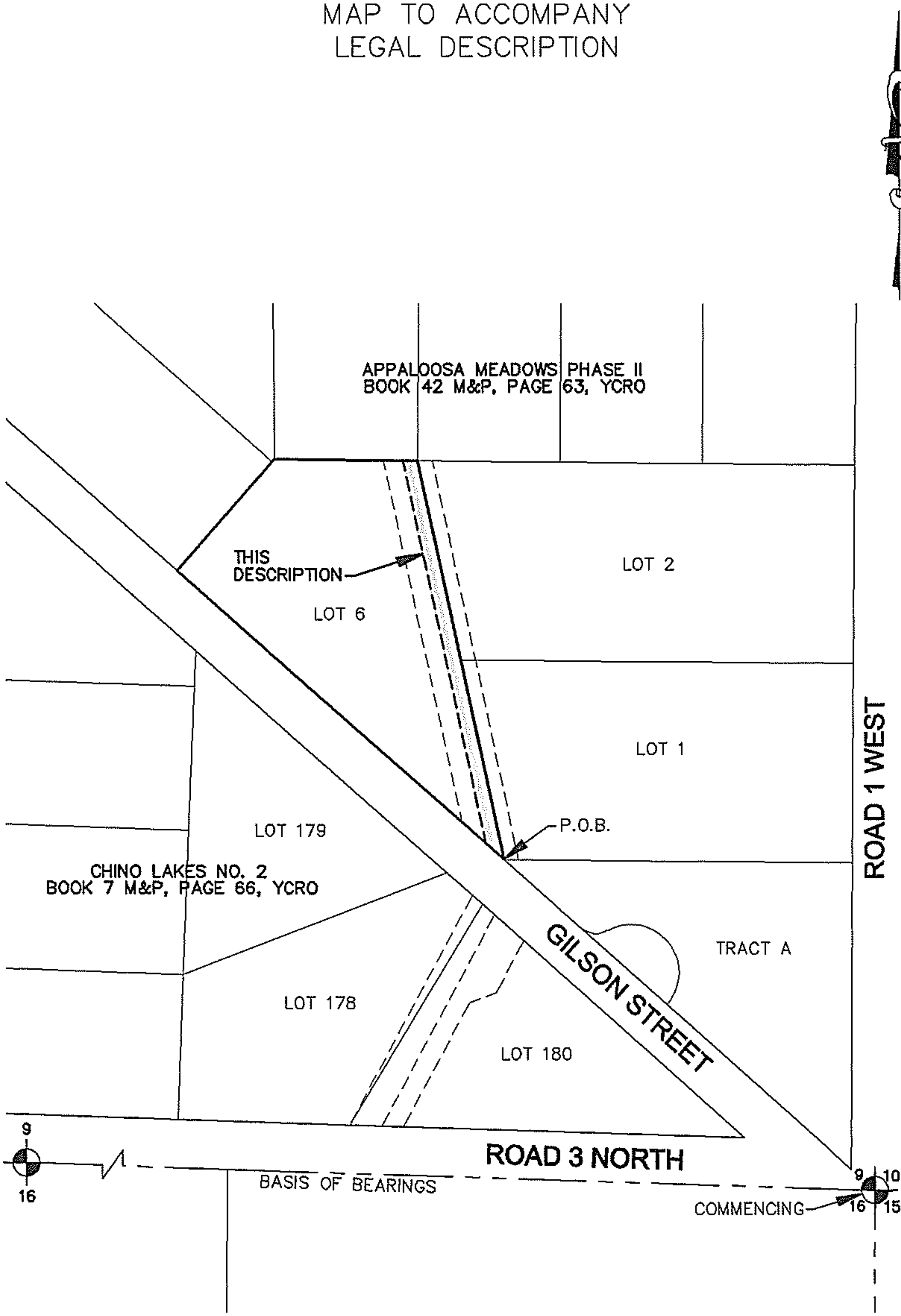


EXHIBIT A
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(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 48°38'02" West, along the north right of way line of Gilson Street, a distance of 519.07 feet to the southernmost corner of said Lot 6;

Thence continuing North 48°38'02" West, along said north right of way line, a distance of 25.19 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 48°38'02" West, along said north right of way line, a distance of 25.19 feet;

Thence North 12°05'00" West, a distance of 392.04 feet to the northerly line of said Lot 6;

Thence South 89°25'40" East, along said northerly line, a distance of 15.38 feet;

Thence South 12°05'00" East, a distance of 408.91 feet to the TRUE POINT OF BEGINNING.

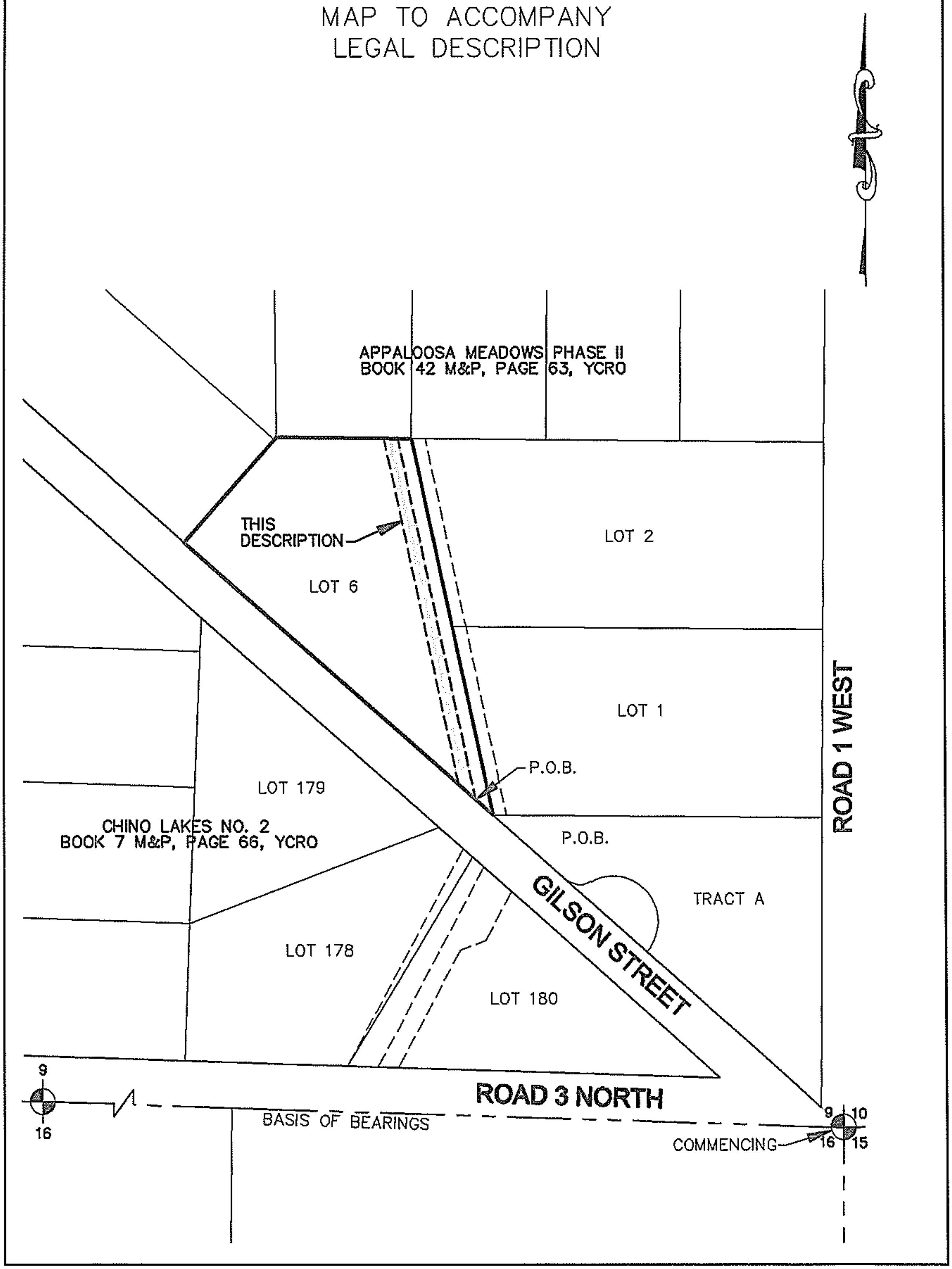
Containing 6,008.32 sf. or 0.14 acres, more or less.
04/30/13
LE #487-18
Lot 6 TCE.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 04-30-13
ARIZONA, U.S.A.

EXPIRES 6/30/13

MAP TO ACCOMPANY
LEGAL DESCRIPTION



Recorded at the request of: **TOWN OF CHINO VALLEY**

Assessor's Parcel # 306-13-005

EASEMENT

THIS INDENTURE, made this 8 day of May, 2013, by and between Ellery C. Kramar and JoEtta Kramar, (husband and wife), hereinafter designated the Grantor and The Town of Chino Valley, Yavapai County, Arizona hereinafter designated as the Grantee.

The Grantee requires a perpetual drainage easement across a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain a public drainage ditch.

The Grantor does hereby grant to the Grantee a perpetual drainage easement for such purposes subject, however to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said drainage way and consents to the establishment thereof over said land.

CONSIDERATION;

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a perpetual easement and does by these presents convey to the use of the Grantee forever, that certain strip, tract, or parcel of land and real estate situated in Yavapai County, Arizona, and more particularly described as follows:

SEE ATTACHMENT EXIBIT "A"

TO HAVE AND TO HOLD the same forever provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein:

CONDITIONS:

1. That said parcel of land shall be used for no other purposes than those set forth.
2. The Grantee shall and will repair any existing improvements belonging to Grantor that may be damaged by Grantee during construction of the ditch.
3. The Grantee shall maintain the drainage way and assumes all responsibility for the construction, maintenance and use of the easement.

4. The Grantee assumes all liability for any injury to any party while trespassing in/on said entire easement for its entire existence.
5. Upon completion of construction Grantee shall install and maintain "no trespassing" signs at Road 3 North, both sides of Gilson and at the junction of the existing Appaloosa Meadows drainage ditch and the new ditch.
6. If the drainage ditch is abandoned for its intended use the Grantee shall return the ditch to its natural/current condition at the Grantee's expense.
7. The existing gate in the rear fence shall be removed, powder coated and placed in the front fence line as directed by Grantor.
8. The contractor will make available to Grantor pieces of the existing fence as directed by Grantor.
9. A new in kind fence matching the existing fence shall be installed on the back fence line and tied into the existing side fences.
10. Grantee will allow Grantor to tie in yard ditches to the new ditch.
11. Grantee shall place a load of crush stone at location of new front gate.
12. A new walk thru gate shall be installed in the south west corner of the property.

THAT ALL GRANTS, COVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the Grantor the day and year above written.

E C Kramar

JoEtta Kramar

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this 8 day of May 2013, by Ellery C Kramar + JoEtta Kramer for the purpose and consideration therein mentioned.

Mary Brasher My Commission expires July 2 2016
Notary Public

OFFICIAL SEAL
MARY BRASHER
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires July 2, 2016

APPROVED AS TO FORM:

____
Town Attorney

OWNER: TOWN OF CHINO VALLEY

____
By: Chris Marley, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF YAVAPAI)

This instrument was duly acknowledged before me this___________day of ____________2013, by____________________________for the purpose and consideration therein mentioned.

_________________________ My Commission Expires__________
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

All that portion of land lying within a portion of Section 9, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of Lot 1 as shown on the Final Plat of Appaloosa Meadows Phase II, recorded in Book 42 of Maps and Plats, Page 63, Yavapai County Recorder's Office, more particularly described as follows:

(The basis of bearings for this description is North 88°11'02" West as measured between a found aluminum cap at the southeast corner of Section 9 and a found capped rebar at the south quarter corner of Section 9. Based on the Chino Valley GPS Control Network)

COMMENCING at a found aluminum cap monument at the southeast corner of said Section 9, from which point the south quarter corner of said Section 9 bears North 88°11'02" West, a distance of 2723.76 feet;

Thence North 48°38'02" West, along the north right of way line of Gilson Street, a distance of 519.07 feet to the southwest corner of said Lot 1 and the TRUE POINT OF BEGINNING;

Thence North 12°05'00" West, along the westerly line of said Lot 1, a distance of 212.89 feet to the northeast corner of said Lot 1;

Thence South 89°25'40" East, along the northerly line of said Lot 1, a distance of 15.37 feet;

Thence South 12°05'00" East, a distance of 212.89 feet to a point on the southerly line of said Lot 1;

Thence North 89°25'40" West, along said southerly line, a distance of 15.37 feet to the TRUE POINT OF BEGINNING.

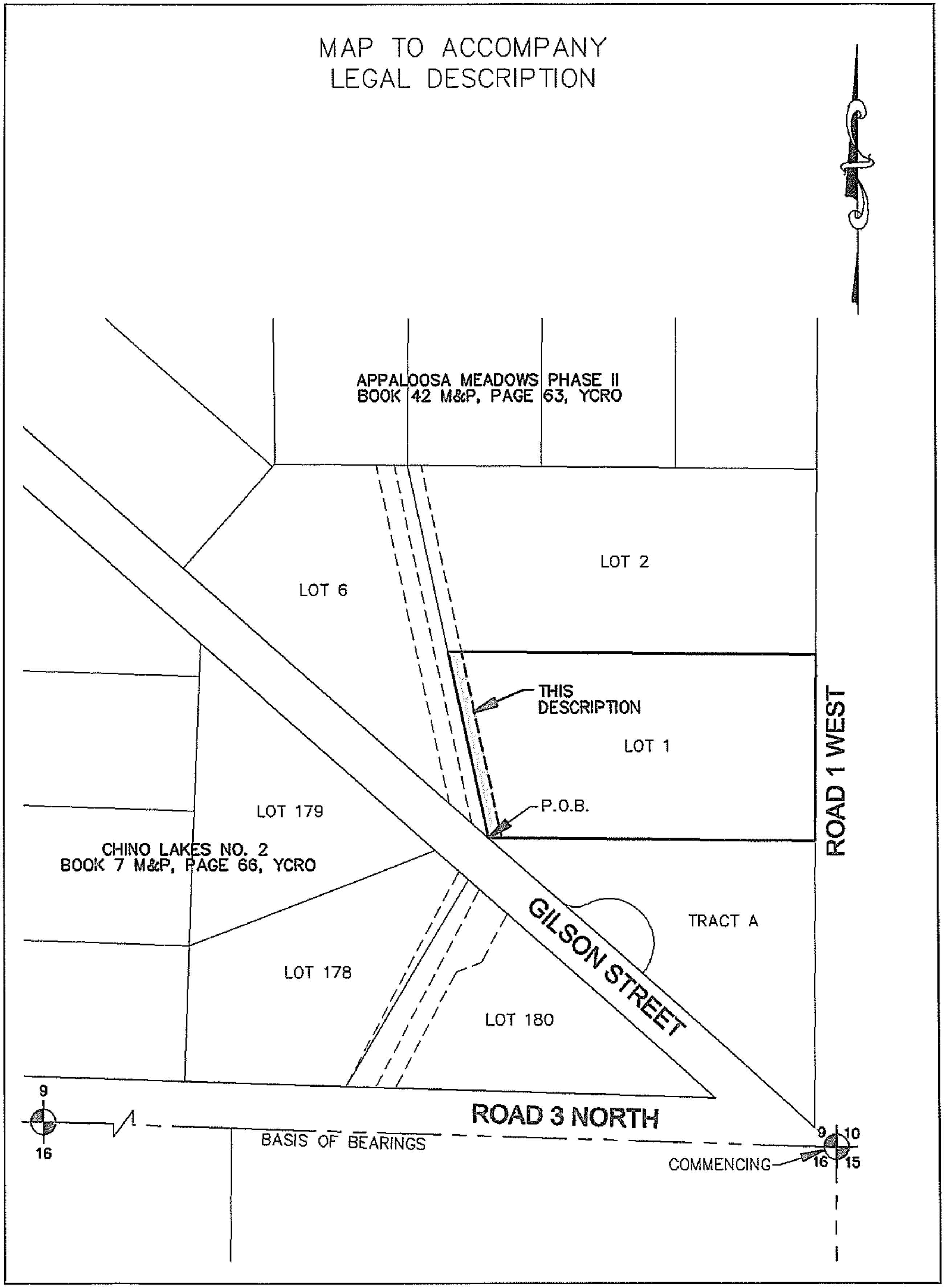
Containing 3,193.29 sf. or 0.07 acres, more or less.

03/12/13
LE #487-18
Lot 1 Drainage.doc

JASON O'BRIEN, R.L.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46473
JASON
O'BRIEN
Date Signed 03-12-13
ARIZONA, U.S.A.

EXPIRES 6/30/13



MAP TO ACCOMPANY
LEGAL DESCRIPTION
APPALOOSA MEADOWS PHASE II
BOOK 42 M&P, PAGE 63, YCRO
LOT 2
LOT 6
THIS
DESCRIPTION
LOT 1
ROAD 1 WEST
P.O.B.
LOT 179
CHINO LAKES NO. 2
BOOK 7 M&P, PAGE 66, YCRO
GILSON STREET
TRACT A
LOT 178
LOT 180
ROAD 3 NORTH
BASIS OF BEARINGS
COMMENCING
9
16
9
10
16
15

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date:	05/28/2013
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action-Presentation
Estimated length of staff presentation:	15 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 13-1011, adopting a Tentative Budget for the fiscal year 2013-2014, and proposed expenditure limitation for the same year, in the amount of $16,769,266.

RECOMMENDED ACTION:

Approve Resolution No. 13-1011, adopting the Tentative Budget and proposed expenditure limitation for FY 2013-2014, in the amount of $16,769,266.

SITUATION AND ANALYSIS:

After two study sessions and distributed materials staff has presented a tentative budget draft to Council for consideration for FY 2013-2014. The tentative budget establishes a limitation on expenditures for the proposed fiscal year.

The Tentative Budget will be published once a week for two consecutive weeks following the adoption of the Tentative Budget.

The Tentative Budget will be made available for public inspection at Town Hall, the library and posted on the town website.

A public hearing will be held on June 25, 2013, after which the final budget is adopted.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Sets the Expenditure Limit for Fiscal Year 2013/2014

Attachments

Resolution 13-1011

State Budget Forms

RESOLUTION NO. 13-1011

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2013/2014, AND PROPOSED EXPENDITURE LIMITATION FOR THE SAME YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and ARS Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley did, on March 10, 2009, adopt an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 400, which set forth said Alternative Expenditure Limitation, provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1- 5, Arizona Revised Statutes (A.R.S.), the City/Town Council did, on May 28, 2013 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Chino Valley; and

WHEREAS, in accordance with said chapter of said title, that estimates required to meet the public expenditures/expenses for the ensuing year be published according to law and provide for a public hearing to be held on June 25, 2013, at which meeting any taxpayer is privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, said estimates are not to exceed **$**16,769,266, and detail of the estimates are attached to this resolution and made a part thereof; and

WHEREAS, the Mayor and Common Council desire now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2013-2014;

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

1. That the tentative expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2013-2014 is hereby proposed in an amount not to exceed **$**16,769,266.
2. That the estimates of revenues and expenditures shown in the schedules attached hereto and expressly made a part hereof, are hereby adopted as the tentative budget of the Town of Chino Valley for Fiscal Year 2013-2014.
3. That this Resolution shall be effective from and after its passage and approval according to law.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2013.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

OFFICAL BUDGET FORMS

TOWN OF CHINO VALLEY

Fiscal Year 2014

TOWN OF CHINO VALLEY

TABLE OF CONTENTS

Fiscal Year 2014

TOWN OF CHINO VALLEY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES ** 2013	FUND BALANCE/ NET ASSETS*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>	TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
1. General Fund	$ 6,828,443	$ 6,423,064	$ 1,583,692	Primary: $	$ 7,358,350	$	$	$ 65,480	$	$ 9,007,522	$ 7,402,230
2. Special Revenue Funds	1,800,554	1,536,931	1,132,081	Secondary:	1,510,028				10,000	2,632,109	1,758,456
3. Debt Service Funds Available	851,975	844,905	271,003					585,120		856,123	590,620
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	851,975	844,905	271,003					585,120		856,123	590,620
6. Capital Projects Funds	2,926,779	1,128,500	3,085,829		4,793,600			1,000,000	1,860,600	7,018,829	4,700,000
7. Permanent Funds											
8. Enterprise Funds Available	2,840,734	2,202,457	1,944,522		1,780,000			220,000		3,944,522	2,317,960
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	2,840,734	2,202,457	1,944,522		1,780,000			220,000		3,944,522	2,317,960
11. Internal Service Funds											
12. TOTAL ALL FUNDS	$ 15,248,485	$ 12,135,857	$ 8,017,127	$	$ 15,441,978	$	$	$ 1,870,600	$ 1,870,600	$ 23,459,105	$ 16,769,266

EXPENDITURE LIMITATION COMPARISON	2013	2014
1. Budgeted expenditures/expenses	$ 15,248,485	$ 16,769,266
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	15,248,485	16,769,266
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 15,248,485	$ 16,769,266
6. EEC or voter-approved alternative expenditure limitation	$ 15,248,485	$ 16,769,266

[X] The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

SCHEDULE A

TOWN OF CHINO VALLEY
Summary of Tax Levy and Tax Rate Information**
Fiscal Year 2014

		2013	2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2.	Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3.	Property tax levy amounts		
	A. Primary property taxes	$	$
	B. Secondary property taxes		
	C. Total property tax levy amounts	$	$
4.	Property taxes collected*		
	A. Primary property taxes		
	(1) **Current** year's levy	$	
	(2) Prior years' levies		
	(3) Total primary property taxes	$	
	B. Secondary property taxes		
	(1) **Current** year's levy	$	
	(2) Prior years' levies		
	(3) Total secondary property taxes	$	
	C. Total property taxes collected	$	
5.	Property tax rates		
	A. City/Town tax rate		
	(1) Primary property tax rate		
	(2) Secondary property tax rate (1)		
	(3) Total city/town tax rate		

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating ___3___ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

** **The Town of Chino Valley does not levy a primary or secondary property tax.**

TOWN OF CHINO VALLEY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
GENERAL FUND			
Local taxes			
Sales Taxes	$ 2,292,000	$ 2,620,802	$ 3,911,000
Franchise Taxes	143,500	132,484	138,500
Licenses and permits			
Building Permits	71,280	64,228	65,000
Business Licenses	65,000	58,669	53,000
Plan Check Fees	36,750	40,543	40,000
Other Licenses and Permits	7,000	6,045	7,000
Intergovernmental			
State Shared Sales Tax	904,520	897,678	935,000
State Shared Income Tax	1,104,833	1,104,700	1,207,000
Vehicle License Tax	562,089	562,768	563,000
Yavapai County Library Funds	126,753	107,599	110,000
Police Dept Grants	31,500	35,826	2,500
Senior Nutrition Grant	50,500	49,657	71,000
Miscellaneous Intergovernmental	16,900	3,920	3,900
Charges for services			
Engineering Fees	4,650	4,016	4,100
Parks & Recreation Fees	10,900	4,695	6,000
Senior Nutrition Program Fees	8,500	9,445	9,000
Facility Use Fees	348,900	352,912	15,500
Police Report Fees	4,000	2,468	3,000
Aquatic Center Fees	49,000	64,099	64,000
Library Fees	150		
Other Charges for Services	1,032	502	700
Fines and forfeits			
Animal Control Fees	25,050	25,042	26,000
Library Fines	3,800	3,301	3,500
Court Fines and Forfeitures	157,250	97,984	103,000
Interest on investments			
Interest	500	566	550
Contributions			
Sponsorships	15,500	9,788	8,000
Senior Center Thrift Store	1,000	727	1,000
Senior Center Donations	2,500		
Friends of the Library	4,800	4,800	4,800
Miscellaneous			
Other Revenues	14,850	4,016	2,300
Total General Fund	$ 6,065,007	$ 6,269,280	$ 7,358,350

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	$ 762,561	$ 751,073	$ 763,000
Interest	1,500	1,502	1,500
Miscellaneous	7,200	10,599	1,350
	$ 771,261	$ 763,174	$ 765,850
CDBG Grants	$ 313,000	$ 315,162	$
	$ 313,000	$ 315,162	$
Miscellaneous Grants	$ 546,635	$ 700,000	$ 700,000
	$ 546,635	$ 700,000	$ 700,000
Special Revenue Fund-Court	$ 17,065	$ 14,477	$ 15,600
Special Revenue Fund-PD	20,002	27,512	25,000
Lighting Improvement Districts #1, #2, #3	3,958	3,958	3,578
	$ 41,025	$ 45,947	$ 44,178
Total Special Revenue Funds	$ 1,671,921	$ 1,824,283	$ 1,510,028
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	$ 20,520	$ 34,791	$ 2,300
Capital Improvements Fund	3,146,650	1,275,320	4,790,800
Replacement Fund	45,050	530	500
	$ 3,212,220	$ 1,310,641	$ 4,793,600
Total Capital Projects Funds	$ 3,212,220	$ 1,310,641	$ 4,793,600
ENTERPRISE FUNDS			
Water Enterprise Fund	$ 419,060	$ 451,931	$ 472,000
Sewer Enterprise Fund	1,389,920	1,263,216	1,308,000
	$ 1,808,980	$ 1,715,147	$ 1,780,000
Total Enterprise Funds	$ 1,808,980	$ 1,715,147	$ 1,780,000
TOTAL ALL FUNDS	$ 12,758,128	$ 11,119,351	$ 15,441,978

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2014

FUND	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>
GENERAL FUND				
Capital Improvement Fund	$	$	$ 55,480	$
PD Special Revenue			10,000	
Total General Fund	$	$	$ 65,480	$
SPECIAL REVENUE FUNDS				
HURF	$	$	$	$
Special Revenue - PD				10,000
Misc Grants				
Total Special Revenue Funds	$	$	$	$ 10,000
DEBT SERVICE FUNDS				
Capital Improvement Fund	$	$	$ 585,120	$
Total Debt Service Funds	$	$	$ 585,120	$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	$	$	$ 1,000,000	$ 860,600
Road Impact Fee Fund				1,000,000
Total Capital Projects Funds	$	$	$ 1,000,000	$ 1,860,600
PERMANENT FUNDS				
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water Enterprise	$	$	$ 220,000	$
Total Enterprise Funds	$	$	$ 220,000	$
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$	$	$ 1,870,600	$ 1,870,600

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
GENERAL FUND				
Prosecutor	$ 107,737	$	$ 109,905	$ 118,650
Town Clerk	213,351		183,129	233,850
Town Manager	306,844		324,414	348,850
Human Resources	67,179		52,636	66,950
Magistrate Court	268,554		271,254	294,800
Finance	248,154		252,283	279,050
Mgmt Info Systems	207,548		193,898	244,500
Mayor & Council	29,730		28,675	29,550
Planning	128,598		105,858	139,350
Building Inspection	150,893		172,720	231,030
Police	2,134,957		2,291,250	2,491,650
Dispatch	140,201			
Animal Control	87,120		82,628	91,400
Recreation	62,815		33,950	74,250
Library	261,281		265,400	281,050
Senior Center	195,577		191,212	199,450
Parks	350,883		335,042	385,300
Aquatic Center	276,247		248,833	277,500
Public Works Admin	19,355		18,764	
Facilities Maintenance	342,319		321,071	349,000
Vehicle Maintenance	319,774		317,705	332,350
Engineering	43,252		45,523	36,400
Non-Departmental	543,027		472,843	547,300
Contingency	323,047		104,071	350,000
Total General Fund	$ 6,828,443	$	$ 6,423,064	$ 7,402,230
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	$ 757,994	$	$ 673,811	$ 1,019,550
CDBG Grant Fund	313,000		315,162	
Miscellaneous Grants Fund	650,915		528,000	700,000
Special Revenue Fund -- Court	74,687		16,000	15,100
Special Revenue Fund -- PD				20,000
Lighting Improvement Districts	3,958		3,958	3,806
Total Special Revenue Funds	$ 1,800,554	$	$ 1,536,931	$ 1,758,456
DEBT SERVICE FUNDS				
Debt Service Fund	$ 851,975	$	$ 844,905	$ 590,620
Total Debt Service Funds	$ 851,975	$	$ 844,905	$ 590,620
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	$ 2,000,000	$	$ 175,000	$ 4,584,000
Impact Fees Funds	657,914		941,500	86,000
Asset Replacement Fund	268,865		12,000	30,000
Total Capital Projects Funds	$ 2,926,779	$	$ 1,128,500	$ 4,700,000
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water Enterprise Fund	$ 833,839	$	$ 549,198	$ 634,595
Sewer Enterprise Fund	2,006,895		1,653,259	1,683,365
Total Enterprise Funds	$ 2,840,734	$	$ 2,202,457	$ 2,317,960
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 15,248,485	$	$ 12,135,857	$ 16,769,266

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES * 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Mayor & Council				
General Fund	$ 29,730	$	$ 28,675	$ 29,550
Department Total	$ 29,730	$	$ 28,675	$ 29,550
Town Manager				
General Fund	$ 306,844	$	$ 324,414	$ 348,850
Department Total	$ 306,844	$	$ 324,414	$ 348,850
Magistrate Court				
General Fund	$ 268,554	$	$ 271,254	$ 294,800
Special Revenue Fund	74,687		16,000	15,100
Misc Grants Fund	25,000		3,000	25,000
Department Total	$ 368,241	$	$ 290,254	$ 334,900
Finance				
General Fund	$ 248,154	$	$ 252,283	$ 279,050
Department Total	$ 248,154	$	$ 252,283	$ 279,050
Human Resources				
General Fund	$ 67,179	$	$ 52,636	$ 66,950
Department Total	$ 67,179	$	$ 52,636	$ 66,950
Town Clerk				
General Fund	$ 213,351	$	$ 183,129	$ 242,650
Department Total	$ 213,351	$	$ 183,129	$ 242,650
Prosecutor				
General Fund	$ 107,737	$	$ 109,905	$ 118,650
Department Total	$ 107,737	$	$ 109,905	$ 118,650
Mgmt Info Systems				
General Fund	$ 207,548	$	$ 193,898	$ 244,500
Department Total	$ 207,548	$	$ 193,898	$ 244,500
Police				
General Fund	$ 2,275,158		2,291,250	2,491,650
Misc Grants Fund	297,903		150,000	100,000
Vehicle Impounds			20,002	30,000
Impact Fee Fund	58,354	$	$ 1,500	$ 50,000
Department Total	$ 2,631,415	$	$ 2,462,752	$ 2,671,650
Animal Control				
General Fund	$ 87,120	$	$ 82,628	$ 91,400
Department Total	$ 87,120	$	$ 82,628	$ 91,400

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES * 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Recreation				
General Fund	$ 62,815		33,950	74,250
Misc Grants Fund	15,000			25,000
Impact Fee Fund (Parks&Rec)	117,952		90,000	29,000
Department Total	$ 195,767	$	$ 123,950	$ 128,250
Aquatic Center				
General Fund	$ 276,247	$	$ 248,833	$ 277,500
Department Total	$ 276,247	$	$ 248,833	$ 277,500
Parks				
General Fund	$ 350,883		335,042	385,300
Misc Grants Fund	16,000	$	$	$ 25,000
Department Total	$ 366,883	$	$ 335,042	$ 410,300
Senior Center				
General Fund	$ 195,577	$	$ 191,212	$ 190,250
Misc Grants Fund	222,012		25,000	25,000
Department Total	$ 417,589	$	$ 216,212	$ 215,250
Library				
General Fund	$ 261,281	$	$ 265,400	$ 281,050
Misc Grants Fund	25,000		50,000	50,000
Impact Fee Fund	111,608		100,000	7,000
Department Total	$ 397,889	$	$ 415,400	$ 338,050
Planning				
General Fund	$ 128,598	$	$ 105,858	$ 139,350
Misc Grants Fund	25,000			25,000
Department Total	$ 153,598	$	$ 105,858	$ 164,350
Building Inspection				
General Fund	$ 150,893	$	$ 172,720	$ 231,030
Department Total	$ 150,893	$	$ 172,720	$ 231,030
Code Enforcement				
General Fund	$	$	$	$ -
Department Total	$	$	$	$ -
Public Works Admin				
General Fund	$ 19,355	$	$ 18,764	$
Misc Grants Fund	25,000			
Department Total	$ 44,355	$	$ 18,764	$
Facilities Maintenance				
General Fund	$ 342,319	$	$ 321,071	$ 347,000
Department Total	$ 342,319	$	$ 321,071	$ 347,000
Vehicle Maintenance				
General Fund	$ 319,774	$	$ 317,705	$ 332,350
Department Total	$ 319,774	$	$ 317,705	$ 332,350

TOWN OF CHINO VALLEY
Summary by Department of Expenditures/Expenses
Fiscal Year 2014

DEPARTMENT/FUND		ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013		ACTUAL EXPENDITURES/ EXPENSES * 2013		BUDGETED EXPENDITURES/ EXPENSES 2014
Engineering								
General Fund	$	43,252	$		$	45,523	$	36,400
Grant Fund						200,000		375,000
Department Total	$	43,252	$		$	245,523	$	411,400
Non-Departmental								
General Fund	$	866,074	$		$	634,580	$	896,300
Highway User Rev Fund		29,990						
CDBG Grant		313,000				315,162		
Debt Service Fund		851,975				844,905		590,620
Capital Improvement Fund		2,000,000				1,533,390		4,358,099
Asset Replacement Fund		268,865				12,000		30,000
Water Enterprise Fund		263,050						
Grant Fund Transit						100,000		50,000
Sewer Enterprise Fund		1,106,642						
Department Total	$	5,699,596	$		$	3,440,037	$	5,925,019
Water Utilities								
Water Enterprise Fund	$	466,211	$		$	549,198		634,595
Department Total	$	466,211	$		$	549,198	$	634,595
Water Resources								
Water Enterprise Fund	$	104,578	$		$		$	
Department Total	$	104,578	$		$		$	
Sewer Utilities								
Sewer Enterprise Fund	$	900,253	$		$	1,653,259	$	1,683,365
Department Total	$	900,253	$		$	1,653,259	$	1,683,365
Roads								
HURF	$	728,004	$		$	700,074	$	1,019,550
Impact Fee Fund		370,000				750,000		1,000,000
Department Total	$	1,098,004	$		$	1,450,074	$	2,019,550
Street Lighting Improvement District								
SLID Fund	$	3,958	$		$	3,958	$	4,100
Department Total	$	3,958	$		$	3,958	$	4,100
TOTAL ALL DEPARTMENTS	$	15,248,485	$		$	13,598,178	$	17,550,259

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF CHINO VALLEY
Full-Time Employees and Personnel Compensation
Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
GENERAL FUND	69.0	$ 3,560,443	$ 477,470	$ 508,703	$ 341,172	= $ 4,887,788
SPECIAL REVENUE FUNDS						
Highway User Revenue	11.0	$ 485,122	$ 53,013	$ 72,072	$ 57,705	= $ 667,912
Total Special Revenue Funds	11.0	$ 485,122	$ 53,013	$ 72,072	$ 57,705	= $ 667,912
ENTERPRISE FUNDS						
Water Enterprise Fund	3.5	$ 147,121	$ 16,977	$ 26,853	$ 15,225	= $ 206,176
Sewer Enterprise Fund	3.5	147,121	16,977	26,853	15,251	206,202
Total Enterprise Funds	7.0	$ 294,242	$ 33,954	$ 53,706	$ 30,476	= $ 412,378
TOTAL ALL FUNDS	87.0	$ 4,339,807	$ 564,437	$ 634,481	$ 429,353	= $ 5,968,078

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date:	05/28/2013
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 13-1010, amending Resolution No. 10-936 and revising the Town of Chino Valley Financial Policies.

RECOMMENDED ACTION:

Approve Resolution No. 13-1010, amending Resolution No. 10-936 and revising the Town of Chino Valley Financial Policies.

SITUATION AND ANALYSIS:

The Town of Chino Valley has an important responsibility to its citizens to carefully account for the public funds within is custody and manage its finances wisely.

The Town's financial policies establish a framework for overall fiscal planning and management. Financial policies reflect the Town's committment to sound financial management and fiscal integrity and help the Town officials plan its fiscal strategy with a consistant approach.

The Finance Committee has reveiwed the attached policies and determined that several updates should be made.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Resolution 13-1010

Resolution 13-101 with redlines

RESOLUTION NO. 13-1010

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AMENDING RESOLUTION NO. 10-936 AND REVISING FINANCIAL POLICIES

WHEREAS, establishing sound financial policies and principles contribute to sound financial management, continuity in handling financial affairs and preserving the Town's fiscal integrity; and

WHEREAS, publicly adopted policy statements contribute greatly to the credibility of, and public and financial community confidence in, the governmental organization; and

WHEREAS, financial policies establish the framework for overall fiscal planning and management; and

WHEREAS, financial policies set forth guidelines against which current performance can be measured and proposals for future programs can be evaluated; and

WHEREAS, staff is recommending revisions to the financial policies that will provide greater flexibility within the budget to respond to differing economic climates and also to provide clarification on several matters;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, as follows:

Section 1.

Operating Management / Budget Policies

1. A budget calendar shall be prepared each year and will follow the specific dates set forth by the State of Arizona statute for completion of each of the tasks necessary to prepare and adopt the annual budget.

2. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and program initiatives will be developed to reflect current policy directives, projected resources and future service requirements. In order to ensure compliance with policy, sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate.

3. The budget process is intended to weigh all competing requests for Town resources, within expected fiscal constraints. Requests for new, ongoing programs made outside the budget process will be discouraged.

4. Budget development will use strategic multi-year fiscal planning, conservative revenue forecasts, and modified zero-base expenditure analysis that requires every program to be justified annually in terms of meeting intended objectives and in terms of value received for dollars allocated. The process will include a diligent review of programs by staff and management.

5. A budget must be balanced for all funds. Total estimated expenditures for each of the governmental fund types must equal total anticipated revenues plus that portion of beginning of the year unreserved fund balance, in excess of the required fund balance reserve. Estimated expenses for enterprise fund types must equal total anticipated revenues and unreserved retained earnings.

6. Revenues are recognized when they become measurable and available, and expenditures are encumbered against the budget when they become measurable, or a liability has been incurred, and the liability will be liquidated with current resources. All outstanding expenditures are charged to the budget in the year initially incurred.

7. All budgeted expenditures not authorized by a purchase order lapse at year-end (June 30). Expenditures placed with an authorized purchase order before year-end must be received and invoiced by June 30 and must be paid within 60 calendar days of the close of the fiscal year. Expenditures not paid within this time frame are then charged against the next year’s budget.

8. Special one-time revenue sources (e.g., sales tax audit revenue) will be used to purchase non-recurring items like capital goods. One-time revenues will not be used to support items that will have a long-term operational impact on future Town expenditures.

9. For those special revenue funds supported by intergovernmental revenues and special purpose taxes, expenditures are limited strictly to the mandates of the funding source. These resources are not to be used to subsidize other funds, except as required or permitted by program regulations.

10. Annual budgets are adopted for all funds except certain trust and agency funds. Controls for trust and agency funds are achieved through stipulations in the trust agreements, or by State or Federal agency requirements.

11. The annual budget shall be adopted at the fund level. Expenditures may not exceed the budgeted total of the fund without the Town Council’s approval. The reallocation of operating expenditures within each department requires the approval of the Town Manager. The reallocation of expenditures between departments requires the approval of the Town Council. Reallocations of capital expenditures requires the approval of the Town Council.

12. Addition of personnel will only be requested to meet program initiatives and policy directives; after service needs have been thoroughly examined and it is substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition.

13. As a component of the budget process and when fiscal resources permit, the Town Council may allocate funds to Outside Agency Providers for public purposes business, social, recreational or economic development, or promotional services. All requests for funding must be submitted on the Town's Outside Agency request form and must meet the following criteria:

    a. Serve a public purpose and provide a service consistent with an existing recognized Town need, policy, and goal or objective.

    b. Complete the application process, and the application is determined to be accurate and complete.

14. Enterprise (Water and Sewer) user fees and charges will be examined annually to ensure that they recover all direct and indirect costs of service and any change will be approved by the Town Council. Any unfavorable balances in cost recovery will be highlighted in budget documents. Rate adjustments for enterprise operations will be based on five-year fund plans.

15. All non-enterprise user fees and charges will be examined annually to determine the direct and indirect cost of service recovery rates. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the Town Council, through the budget process.

16. Wherever possible, all user fees and charges will be automatically adjusted on an annual basis. The automatic adjustment will be tied to the ENR Index (Engineering News Record) or the Consumer Price Index for the United States West Area published by the United States Department of Labor, Bureau of Labor Statistics. Town Council will determine which fees and charges are subject to the automatic adjustment when changes are made to these fees.

17. Grant funding will be considered to leverage Town funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs. Programs financed with grant monies will be budgeted in separate cost centers, and the service program will be adjusted to reflect the level of available funding. In the event of reduced grant funding, Town resources will be substituted only after all program priorities and alternatives are considered during the budget process.

18. Balanced revenue and expenditure forecasts will be prepared to examine the Town's ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be updated annually, focus on a three-year horizon, but include a five-year outlook. The forecasts will be incorporated into the annual budget.

19. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our citizens at the most competitive and economical cost. Departments, in cooperation with the Finance Department, will identify all activities that could be provided by another source and review options/alternatives to current service delivery. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.

20. Cash and investment programs will be maintained in accordance with the Town Code and the adopted investment policy and will ensure that proper controls and safeguards are maintained. Town funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order.

Capital Management Policies

21. A five-year Capital Improvement Plan will be developed and updated annually, including anticipated funding sources. Capital improvement projects are defined as infrastructure or equipment purchases or construction which results in a capitalized asset costing more than $50,000 and having a useful (depreciable) life of five years or more.

22. All capital improvement projects shall comply with the Town's Procurement Policy.

23. The Capital Improvement Plan will include, in addition to current operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure and avoidance of a significant unfunded liability.

24. Proposed capital projects will be reviewed and prioritized by a cross-departmental team regarding accurate costing (design, capital, and operating) and overall consistency with the Town's goals and objectives. Financing sources will then be identified for the highest ranking projects. Capital projects and/or capital asset purchases will receive a higher priority if they meet some or most of the following criteria:

    a. Project/asset is mandatory.
    b. Project/asset is regulatory or environmentally driven.
    c. Project/asset spurs economic development.
    d. Project/asset improves efficiency.
    e. Project/asset provides a needed service.
    f. Project/asset will have a high usage.
    g. Project/asset will have a useful life of longer than five years.
    h. Project/asset will reduce operating and maintenance costs.
    i. Project/asset has available state/federal grants.
    j. Project/asset eliminates a hazard.

k. Project/asset is a prior commitment.
l. Project/asset improves the health, safety and welfare of the Town's residents.

25. Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance and replacement costs associated with new capital improvements will be forecast, matched to available resources and included in the Operating Budget. Capital project contract awards will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

26. To the extent possible, pay-as-you-go financing will be utilized as the funding mechanism for the implementation of the elements of the Town's Capital Improvement Plan. Pay-as-you-go financing is defined as all sources of revenue other than Town debt issuance, i.e., fund balance contributions, developer contributions, grants, endowments, etc.

<u>Debt Management Policies</u>

27. The Town will seek to maintain and, if possible, improve its current bond rating in order to minimize borrowing costs and preserve access to credit.

28. An analysis showing how the new issue combined with current debt impacts on the Town's debt capacity and conformance with Town debt policies will accompany every future bond issue proposal.

29. The Town will communicate, and, where appropriate, coordinate with all jurisdictions with which we share a common tax base concerning our collective plans for future debt issues.

30. General Obligation debt, which is supported by property tax revenues and grows in proportion to the Town's assessed valuation and/or property tax rate increases, will be utilized as authorized by voters. Other types of voter-approved debt (e.g., water, sewer, and HURF) may also be utilized when they are supported by dedicated revenue sources (e.g., fees and user charges).

31. Town Debt Service costs (Municipal Property Corporation, revenue bonds, general obligation bonds, HURF and contractual debt) should not exceed 25 percent of the Town's operating revenue in order to control fixed costs and ensure expenditure flexibility.

32. General Obligation debt issuances will be managed on an annual basis to match funds to Capital Improvement Plan cash flow requirements while being sensitive to the property tax burden on citizens. Careful management of bond issuances will allow the Town to not exceed $1.50 property tax per $100 assessed value.

33. Municipal Property Corporation and contractual debt, which is non-voter approved, will be utilized only when a dedicated revenue source (e.g., additional sales tax) can be identified to pay debt service expenses.

34. Debt financing should not exceed the useful life of the infrastructure improvement.

35. For Governmental Funds a ratio of current assets to current liabilities of at least 2/1 will be maintained to ensure the Town's ability to pay short-term obligations.

36. Bond interest earnings will be limited to funding changes to the bond financed Capital Improvement Plan, as approved by the Town Council, or be applied to debt service payment on the bonds issued for construction of this plan.

Contingency Policy

37. A contingency account equal to five percent of the combined expenditure budget of the General, HURF and Enterprise funds will be maintained annually and in the Funds budget. Contingency funds will be available to offset unanticipated revenue shortfalls and/or unexpected expenditure increases. Contingency funds may also be used for unanticipated and/or inadequately budgeted events threatening the public health or safety. Use of contingency funds should be utilized only after all budget sources have been examined for available funds, and subject to Town Council approval.

Reserve Policies

38. All fund designations and reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the Town's balanced five year financial plan.

39. The Town will maintain a fund stabilization reserve of 25 percent of General government (General and HURF Funds) and Enterprise funds (Water and Wastewater) operating expenditures for unforeseen emergencies or catastrophic impacts to the Town. Reserve funds in excess of 25 percent may be used for economic investment in the community when justified by the financial return to the Town to be evaluated by the Town Council on a yearly basis.

40. All other funds must never incur a negative fund balance.

41. The Town will establish an equipment reserve fund and will appropriate funds as General Fund revenues permit to provide for the timely replacement of equipment and vehicles. Operating departments will be charged for replacement costs spread over the useful life of the equipment and vehicles.

Financial Reporting Policies

42. The Town's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

43. The Finance Department prepares monthly financial reports and delivers the same to the Town Manager, Town Council, and the department directors no later than the second Council meeting of each month. The reports will be made available on the Town's website.

44. The Town Manager and Finance Director will notify the Town Council if the total revenues in the General Fund, HURF Fund, or Enterprise Funds are projected to decrease by an amount greater than 10% of budget during a fiscal year and if any expenditure within the General Fund, HURF Fund, or Enterprise Funds will cause the funds to be over budget.

45. An annual Financial Report is prepared for the State of Arizona and sent to the State Auditor's Office no later than October 30th when feasible, and oral and written presentation will be made to the Town Council. This report is available to the Town Council, securities and bonding agencies, and citizens, and will be available on the Town's website.

46. An annual audit will be performed by an independent public accounting firm and budgeted for in the general fund. The audit scope shall include the following:

    a. All general purpose, combining and individual fund, and account group statements and schedules shall be subject to a full scope audit.

    b. All Town departments are subject to audit for compliance with the laws and statutes of the State of Arizona.

    c. All state, federal and local grant funding are subject to a financial and compliance audit.

47. Every five years, the Finance Department will issue a request for banking services to all qualified banks located within the Town's geographic boundaries. The award of banking services will be made solely on the response to the request for proposal. After a depository is selected, a banking service contract will be approved by the Town Council.

48. Every five years the Finance Department will issue a request for professional auditing services. The award for auditing services will be made solely based on the response to the request for proposal. The Town Council will select and approve the contract for audit services.

49. Financial systems will maintain internal controls to monitor revenues, expenditures, and program performance on an ongoing basis. The internal controls will be sufficient as to prevent loss of Town assets. These controls will be documented and reviewed on a periodic basis. Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

Section 2. The comprehensive financial policies adopted by this resolution supersede any and all comprehensive financial policies previously adopted by the Town Council of the Town of Chino Valley.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this __28th__ day of __May__, 2013.

____
Chris Marley, Mayor

ATTEST:	APPROVED AS TO FORM:
________________________	________________________
Jami C. Lewis, Town Clerk	Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

RESOLUTION NO. 13-1010

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AMENDING RESOLUTION NO. 10-936 AND REVISING FINANCIAL POLICIES

WHEREAS, establishing sound financial policies and principles contribute to sound financial management, continuity in handling financial affairs and preserving the Town's fiscal integrity; and

WHEREAS, publicly adopted policy statements contribute greatly to the credibility of, and public and financial community confidence in, the governmental organization; and

WHEREAS, financial policies establish the framework for overall fiscal planning and management; and

WHEREAS, financial policies set forth guidelines against which current performance can be measured and proposals for future programs can be evaluated; and~~.~~

WHEREAS, staff is recommending revisions to the financial policies that will provide greater flexibility within the budget to respond to differing economic climates and also to provide clarification on several matters;~~.~~

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, as follows:

Section 1.

Operating Management / Budget Policies

1. A budget calendar shall be prepared each year and will follow the specific dates set forth by the State of Arizona statute for completion of each of the tasks necessary to prepare and adopt the annual budget.

2. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and program initiatives will be developed to reflect current policy directives, projected resources and future service requirements. In order to ensure compliance with policy, sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate.

3. The budget process is intended to weigh all competing requests for Town resources, within expected fiscal constraints. Requests for new, ongoing programs made outside the budget process will be discouraged.

4. Budget development will use strategic multi-year fiscal planning, conservative revenue forecasts, and modified zero-base expenditure analysis that requires every program to be justified annually in terms of meeting intended objectives and in terms of value received for dollars allocated. The process will include a diligent review of programs by staff and management.

5. A budget must be balanced for all funds. Total estimated expenditures for each of the governmental fund types must equal total anticipated revenues plus that portion of beginning of the year unreserved fund balance, in excess of the required fund balance reserve. Estimated expenses for enterprise fund~~s~~ types must equal total anticipated revenues and unreserved retained earnings.

6. Revenues are recognized when they become measurable and available, and expenditures are encumbered against the budget when they become measurable, or a liability has been incurred, and the liability will be liquidated with current resources. All outstanding expenditures are charged to the budget in the year initially incurred.

7. All budgeted expenditures not authorized by a purchase order lapse at year-end (June 30). Expenditures placed with an authorized purchase order before year-end must be received and invoiced by June 30 and must be paid within 60 calendar days of the close of the fiscal year. Expenditures not paid within this time frame are then charged against the next year's budget.

8. Special one-time revenue sources (e.g., sales tax audit revenue) will be used to purchase non-recurring items like capital goods. One-time revenues will not be used to support items that will have a long-term operational impact on future Town expenditures.

9. For those special revenue funds supported by intergovernmental revenues and special purpose taxes, expenditures are limited strictly to the mandates of the funding source. These resources are not to be used to subsidize other funds, except as required or permitted by program regulations.

10. Annual budgets are adopted for all funds except certain trust and agency funds. Controls for trust and agency funds are achieved through stipulations in the trust agreements, or by State or Federal agency requirements.

~~10.~~11. The annual budget shall be adopted at the fund level. Expenditures may not exceed the budgeted total of the fund without the Town Council's approval. The reallocation of operating expenditures within each department requires the approval of the Town Manager. The reallocation of expenditures between departments requires the approval of the Town Council. Reallocations of capital expenditures requires the approval of the Town Council.

~~11.~~12. Addition of personnel will only be requested to meet program initiatives and policy ~~directives,~~directives; after service needs have been thoroughly examined and it is substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition.

~~12.~~13. As a component of the budget process and when fiscal resources permit, the Town Council may allocate funds to Outside Agency Providers for public purposes business, social, recreational or economic development, or promotional services. All requests for funding must be submitted on the Town's Outside Agency request form and must meet the following criteria:

a. Serve a public purpose and p~~P~~rovide a service consistent with an existing recognized Town need, policy, ~~goal~~and goal or objective.

b. ~~Have~~ Complete~~d~~ the application process, and the application ~~has been~~is determined to be accurate and complete.

~~13.~~14. Enterprise (Water and Sewer) user fees and charges will be examined annually to ensure that they recover all direct and indirect costs of service and any change will be approved by the Town Council. Any unfavorable balances in cost recovery will be highlighted in budget documents. Rate adjustments for enterprise operations will be based on five-year fund plans.

~~14.~~15. All non-enterprise user fees and charges will be examined annually to determine the direct and indirect cost of service recovery rates. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the Town Council, through the budget process.

~~15.~~16. Wherever possible, all user fees and charges will be automatically adjusted on an annual basis. The automatic adjustment will be tied to the ENR Index (Engineering News Record) or the Consumer Price Index for the United States West Area published by the United States Department of Labor, Bureau of Labor Statistics. Town Council will determine which fees and charges are subject to the automatic adjustment when changes are made to these fees.

~~16.~~17. Grant funding will be considered to leverage Town funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs. Programs financed with grant monies will be budgeted in separate cost centers, and the service program will be adjusted to reflect the level of available funding. In the event of reduced grant funding, Town resources will be substituted only after all program priorities and alternatives are considered during the budget process.

~~17.~~18. Balanced revenue and expenditure forecasts will be prepared to examine the Town's ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be updated annually, focus on a three-year horizon, but include a five-year outlook. The forecasts will be incorporated into the annual budget.

~~18.~~19. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our citizens at the most competitive and economical cost. Departments, in cooperation with the Finance Department, will identify all activities that could be provided by another source and review options/alternatives to current service delivery. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.

~~19.~~20. Cash and investment programs will be maintained in accordance with the Town Code and the adopted investment policy and will ensure that proper controls and safeguards are maintained. Town funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order.

Capital Management Policies

21. A five-year Capital Improvement Plan will be developed and updated annually, including anticipated funding sources. Capital improvement projects are defined as infrastructure or equipment purchases or construction which results in a capitalized asset costing more than $50,000~~20,000~~ and having a useful (depreciable) life of five years or more.

~~20.~~22. All ~~Capital~~capital improvement projects shall comply with the Town's Procurement Policy.

~~21.~~23. The Capital Improvement Plan will include, in addition to current operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure and avoidance of a significant unfunded liability.

~~22.~~24. Proposed capital projects will be reviewed and prioritized by a cross-departmental team regarding accurate costing (design, capital, and operating) and overall consistency with the Town's goals and objectives. Financing sources will then be identified for the highest ranking projects. Capital projects and/or capital asset purchases will receive a higher priority if they meet some or most of the following criteria:~~.~~

a. Project/asset is mandatory.
b. Project/asset is regulatory or environmentally driven.
c. Project/asset spurs economic development.
d. Project/asset improves efficiency.
e. Project/asset provides a needed service.
f. Project/asset will have a high usage.
g. Project/asset will have a useful life of longer than five years.
h. Project/asset will reduce operating and maintenance costs.

i. Project/asset has available state/federal grants.
j. Project/asset eliminates a hazard.
k. Project/asset is a prior commitment.
l. Project/asset improves the health, safety and welfare of the Town's residents.

~~23.~~25. Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance and replacement costs associated with new capital improvements will be forecast, matched to available resources and included in the Operating Budget. Capital project contract awards will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

~~24.~~26. To the extent possible, pay-as-you-go financing will be utilized as the funding mechanism for the implementation of the elements of the Town's Capital Improvement Plan. ~~Capital Improvement Plan financing should account for a minimum of 25 percent of all capital improvement projects for each five-year planning period.~~ Pay-as-you-go financing is defined as all sources of revenue other than Town debt issuance, i.e., fund balance contributions, developer contributions, grants, endowments, etc.

Debt Management Policies

~~25.~~27. The Town will seek to maintain and, if possible, improve its current bond rating in order to minimize borrowing costs and preserve access to credit.

~~26.~~28. An analysis showing how the new issue combined with current debt impacts on the Town's debt capacity and conformance with Town debt policies will accompany every future bond issue proposal.

~~27.~~29. The Town will communicate, and, where appropriate, coordinate with all jurisdictions with which we share a common tax base concerning our collective plans for future debt issues.

~~28.~~30. General Obligation debt, which is supported by property tax revenues and grows in proportion to the Town's assessed valuation and/or property tax rate increases, will be utilized as authorized by voters. Other types of voter-approved debt (e.g., water, sewer, and HURF) may also be utilized when they are supported by dedicated revenue sources (e.g., fees and user charges).

~~29.~~31. Town Debt Service costs (Municipal Property Corporation, ~~Revenue Bonds~~revenue bonds, ~~General Obligation Bonds~~general obligation bonds, HURF and ~~Contractual Debt~~contractual debt) should not exceed 25 percent of the Town's operating revenue in order to control fixed costs and ensure expenditure flexibility.

~~30.~~32. General Obligation debt issuances will be managed on an annual basis to match funds to Capital Improvement Plan cash flow requirements while being sensitive to the property tax burden on citizens. Careful management of bond issuances will allow the Town to not exceed $1.50 property tax per $100 assessed value.

~~31.~~33. Municipal Property Corporation and contractual debt, which is non-voter approved, will be utilized only when a dedicated revenue source (e.g., additional sales tax) can be identified to pay debt service expenses.

~~32.~~34. Debt financing should not exceed the useful life of the infrastructure improvement.

~~33.~~35. For Governmental Funds a ratio of current assets to current liabilities of at least 2/1 will be maintained to ensure the Town's ability to pay short-term obligations.

~~34.~~36. Bond interest earnings will be limited to funding changes to the bond financed Capital Improvement Plan, as approved by the Town Council, or be applied to debt service payment on the bonds issued for construction of this plan.

Contingency Policy

37. A contingency account equal to five percent of the combined expenditure budget of the General, HURF and Enterprise funds will be maintained annually and in the Funds budget. Contingency funds will be available to offset unanticipated revenue shortfalls and/or unexpected expenditure increases. Contingency funds may also be used for unanticipated and/or inadequately budgeted events threatening the public health or safety. Use of contingency funds should be utilized only after all budget sources have been examined for available funds, and subject to Town Council approval.

Reserve Policies

~~35.~~38. All fund designations and reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the Town's balanced five year financial plan.

~~36. The Town will maintain a fund stabilization reserve of 10 percent of general government (General and HURF funds) operating expenditures for unforeseen emergencies or catastrophic impacts to the Town. Reserve funds in excess of 10 percent may be used for economic investment in the community when justified by the financial return to the Town.~~

~~A contingency account equal to 2.5 TO 5 percent of the combined General and HURF Fund expenditure budget will be maintained annually in the Non-Departmental budget. Contingency reserves will be available to offset~~

~~unanticipated revenue shortfalls and/or unexpected expenditure increases. Contingency reserves may also be used for unanticipated and/or inadequately budgeted events threatening the public health or safety. Use of contingency funds should be utilized only after all budget sources have been examined for available funds, and subject to Town Council approval.~~

39. The Town will maintain a fund stabilization reserve of 25 percent of General government (General and HURF Funds) and Enterprise funds (Water and Wastewater) operating expenditures for unforeseen emergencies or catastrophic impacts to the Town. Reserve ~~Funds~~funds in excess of 25 percent may be used for economic investment in the community when justified by the financial return to the Town to be evaluated by the Town Council on a yearly basis.

~~37.~~40. All other funds must never incur a negative fund balance.

~~38. Contingencies and reserve funds in the Water and Wastewater utility operating funds should be equal to 90 60 days operating expenditures.~~

~~39.~~41. The Town will establish an equipment reserve fund and will appropriate funds as General Fund ~~Revenues~~revenues permit ~~to it annually~~ to provide for the timely replacement of equipment and vehicles. Operating departments will be charged for replacement costs spread over the useful life of the equipment and vehicles.

Financial Reporting Policies

~~40.~~42. The Town's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

43. The Finance Department ~~Division~~ prepares monthly financial reports and delivers the same ~~for~~ to the Town Manager, Town Council, and the department ~~D~~directors ~~managers~~ no later than the second Council meeting of each month. The reports will be made available on the Town's website.

44. The Town Manager and Financial Director will notify the Town Council if the total revenues in the General Fund, HURF Fund, or Enterprise Funds are projected to decrease by an amount greater than 10% of budget during a fiscal year and if any expenditure within the General Fund, HURF Fund, or Enterprise Funds will cause the funds to be over budget.

~~41.~~45. An annual Financial Report is prepared for the State of Arizona and sent to the State Auditor's Office no later than October 30th when feasible, an oral and written presentation will be made to the Town Council. This report is available to the Town~~'s~~ Council, securities and bonding agencies, and citizens, and will be available on the Town's website.

~~42.~~46. An annual audit will be performed by an independent public accounting firm and budgeted for in the general fund. The audit scope shall include the following:

a. All general purpose, combining and individual fund, and account group statements and schedules shall be subject to a full scope audit.

b. All Town departments are subject to audit for compliance with the laws and statutes of the State of Arizona.

c. All state, federal and local grant funding are subject to a financial and compliance audit.

47. ~~Periodically, as determined by the Town~~ Every five years, the Finance Department will issue a request for banking services to all qualified banks located within the Town's geographic boundaries. The award of banking services will be made solely on the response to the request for proposal. After a depository is selected, a banking service contract will be approved by the Town Council.

~~43.~~48. Every five years the Finance Department will issue a request for professional auditing services. The award for auditing services will be made solely based on the response to the request for proposal. The Town Council will select and approve the contract for audit services.~~EVERY FIVE YEARS THE FINANCE DEPARTMENT WILL ISSUE A REQUEST FOR PROFESSIONAL AUDITING SERVICES. THE AWARD OF ACCOUNTING SERVICES WILL BE MADE SOLELY ON THE RESPONSE TO THE REQUEST FOR PROPOSAL. AFTER AUDITOR SELECTION A CONTRACT WILL BE APPROVED BY THE TOWN COUNCIL.~~

~~44.~~49. Financial systems will maintain internal controls to monitor revenues, expenditures, and program performance on an ongoing basis. The internal controls will be sufficient as to prevent loss of Town assets. These controls will be documented and reviewed on a periodic basis. Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

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PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this __28th__ day of ____May____, 2013.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, Town Attorney

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	05/28/2013
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Action
Estimated length of Staff Presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action regarding Council's annual performance evaluation of Town Manager Robert Smith. (Mayor & Council)

SITUATION & ANALYSIS:

The Town Manager has requested that his evaluation be conducted in open session.

Attachments

Performance Appraisal Form

TOWN OF CHINO VALLEY ARIZONA
Management Performance Appraisal Form

NAME: ______________________ JOB CLASSIFICATION: ______________________

DEPARTMENT: ________________ DIVISION: ______________________________

APPRAISAL PERIOD: From: ______________________ To: ______________________

Performance Ratings: (Unsatisfactory - 0) (Satisfactory - 1) (Above Satisfactory -2) (Not Rated -NR)

Performance Factors	Performance Rating	Comments
1. Job Knowledge - Current knowledge in the field of management of municipal government.		
2. Work Product - Work product is of high quality and quantity.		
3. Planning - Develops, organizes, and carries out plans to sustain and improve the organization.		
4. Communications - Communications are transmitted in a timely manner, in the correct format, and to the desired audience that easily understands the message. Listens attentively and acknowledges receipt of the message.		
5. Team Building - Is the team leader and is continually developing the skills and abilities of team members.		
6. Leadership - Models professionalism in dress and actions and motivates his/her subordinates and others to greater performance.		
7. Customer Service - Frequently interacts with citizens and interested business and non-profit organizations resulting in successful interventions and establishing positive relationships.		
8. Manager/Town Council Interactions - Communicates effectively with Town Council members, individually and at scheduled meeting, to inform and receive feedback.		
9. Financial Management - Develops budgets and establishes controls to monitor expenditures. Makes timely financial reports to the Council. Forecasts future financial needs and recommends methods for increasing revenues to meet these needs.		

TOWN OF CHINO VALLEY ARIZONA
Management Performance Appraisal Form

Performance Factors	Performance Rating	Comments
10. Economic Development - Establishes an economic development program to recruit business and industry. Trains staff and provides facilities in support of the economic development activities. Coordinates with Chamber of Commerce and other community leaders to facilitate the ED effort.		
11. Staffing -Ensures that the Town is properly staffed and that employee compensation and benefits are sufficient to retain employees within current financial constraints. Provides professional develop activities to increase staff productivity.		
12. Personal and Time Management - Devotes sufficient time to conduct the business and affairs of the Town. Efficiently manages the work load during office hours and attends meetings and other activities outside of regular work hours that benefit the Town. .		

Organizational Goals (Identify five (5) major goals for the appraisal period)

Goal	Level of Accomplishment
Goal #1:	
Goal #2:	
Goal #3:	
Goal #4:	
Goal #5:	

Appraiser: ______________________________ Date: ______________________________
Employee: ______________________________ Date: ______________________________
Appraiser and Employee may attach additional pages of constructive comments.