



TOWN COUNCIL AGENDA PACKET

REGULAR MEETING

**Tuesday, July 26, 2011
6:00 p.m.**

**Council Chambers – South Campus
202 N. State Route 89**

NOTICE OF THE REGULAR AND POSSIBLE EXECUTIVE SESSION OF THE CHINO VALLEY TOWN COUNCIL

**JULY 26, 2011
6:00 P.M.**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Chino Valley Town Council and to the general public that the Chino Valley Town Council will hold a Regular Meeting open to the public on **Tuesday, July 26, 2011 at 6:00 p.m.** in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona. Members of the Town Council will attend either in person or by telephone conference call. As indicated in the agenda, the Chino Valley Town Council may vote to go into Executive Session, which will not be open to the public, to discuss certain matters.

RULES FOR ADDRESSING THE COUNCIL – AMENDED MAY 13, 2010

It is the Council's desire to hear public comment on agenda items. Because it is important to maintain order during the meeting, please adhere to the following rules of order if you wish to speak:

- 1) Members of the public wishing to speak must be first recognized by the Chairman.
- 2) Please state your name and whether or not you are a Town resident in an audible tone for the record.
- 3) TIME LIMIT: 3 MINUTES PER PERSON.
- 4) Remarks shall be limited to the agenda item under consideration.
- 5) All remarks shall be directed to the Mayor and to any or all members of the Council.
- 6) A person wishing to make a presentation that exceeds the three-minute time limit should make such a request of the Town Clerk prior to the meeting.
- 7) Members of the public are expected to observe rules of propriety and decorum.
- 8) Speakers shall not discuss employee performance, employee evaluations, or employee health, family or personal matters.

The **Agenda** for the meeting is as follows:

- 1) **Call to Order, Invocation; Pledge of Allegiance; Roll Call.**
- 2) **Introductions, Presentations and Proclamations**
 - 2a) Introduction of **newly-appointed members** to the Industrial Development Authority, Municipal Property Corporation, Parks and Recreation Advisory Board, and Senior Center Advisory Board.

2b) Recognition of Barb Linnert upon her **retirement** after 13 years of service.

2c) Presentation regarding **Drake Cement**.

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. At the conclusion of an open call to the public, individual members of the Council may respond to those who have addressed the Council, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on matters raised during an open Call to the Public unless the matters are properly noticed for discussion and legal action.

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.

4) Mayor/Council/Manager Report

This item is for information only. Presentation on information requested by the Mayor and Town Council will be made and questions answered. No action will be taken.

4a) **Introduction** of Liz Hart, Town Clerk Assistant/Records Technician.

4b) Update on **Transit Program** status by Ron Romley, Transit advocacy group member.

4c) Update on used vactor truck **purchase** by Public Works Director Ron Gritman.

Consent Agenda

All those items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Council so requests.

5) Consideration and possible action to approve the March 8, 2011 Regular Meeting **minutes**.

6) Consideration and possible action to approve the Arizona State Purchasing Cooperative Agreement with the State of Arizona **Procurement Office**.

7) Consideration and possible approval of Professional Services Agreement with **PW Consulting Services** for Paul Wenbert to conduct two workshops with Town Council and one workshop with Town Staff focusing on Team-Building and Strategic Planning for an amount not to exceed \$4,800. Funding to come from

Training and Seminars expenditure line in the Mayor and Council budget in the General Fund.

Staff recommended motion: Move to accept Consent Agenda items 5-7.

Action Items

- 8) Presentation of the Organizational Assessment report of the Development Services Department and Engineering Division of the Public Works Department prepared by **PW Consulting Services**, LLC (Paul Wenbert), dated July 12, 2011; followed by discussion and possible action relative to implementing one or more of the recommendations set forth in said report.

Staff recommended motion: Move to approve changes recommended by Mr. Wenbert of PW Consulting Services, LLC in his organizational assessment of the Development Services Department and Engineering Division of the Public Works Department, dated July 12, 2011; and authorize staff to implement such changes.

- 9) Consideration and possible action to appoint Mayor and Councilmembers and/or staff members to represent the Town, and designate alternates, to the various **water-related entities**.

Staff recommended motion: Move to appoint Mayor and Councilmembers and/or staff members to represent the Town, and appoint alternates, to various entities per Council discussion.

- 10) Discussion and possible action to review and make recommendation to the Yavapai County Supervisors regarding the proposed **County redistricting** maps.

Staff recommended motion: Move to make recommendation to the Yavapai County Supervisors regarding the proposed County redistricting maps per Council discussion.

- 11) *Continued from July 1, 2011:* Consideration and possible action to approve (1) the purchase of an Avaya IP Office 500 **Communications System**, including all hardware, software, and licensing, which will be located at the 1020 W. Palomino building and will service every department utilizing the Town's computer network connections, in an amount not to exceed \$114,911 and (2) a Professional Services Agreement with **Four D LLC** for installation services in an amount not to exceed \$16,550. Funding to come from a variety of sources as outlined in the staff report, with the expense to be offset by savings realized by replacing current Qwest analog service lines with 2 Primary Rate Interface (PRI) digital service connections, fax line reductions, Police call recording service reductions, and staff hour savings, which cost savings have been reflected in the fiscal year 2011/2012 Tentative Budget.

Staff recommended motion: Move to approve (1) the purchase of an Avaya IP Office 500 Communications System including all hardware, software, licensing in an amount not to exceed \$114,911 and (2) a professional services agreement with Four D LLC for installation services in an amount not to exceed \$16,550.

- 12) Consideration and possible action to adopt **Resolution No. 11-964**, ordering that an ad valorem tax be fixed, levied and assessed on the assessed value of all real and personal property within the boundaries of each **Street Lighting Improvement District** in amounts specified in the filed Statements and Estimates; and providing for certified copies of this Resolution and Order to be delivered to the Yavapai County Board of Supervisors and the Arizona Department of Revenue; and providing that this Resolution shall be effective after its passage and approval according to law. The Street Lighting Improvement Districts are located within the Bright Star subdivision.

Staff recommended motion: Move to adopt Resolution No. 11-964, ordering that an ad valorem tax be fixed, levied and assessed on the assessed value of all real and personal property within the boundaries of each Street Lighting Improvement District in amounts specified in the filed Statements and Estimates; and providing for certified copies of this Resolution and Order to be delivered to the Yavapai County Board of Supervisors and the Arizona Department of Revenue; and providing that this Resolution shall be effective after its passage and approval according to law.

- 13) Consideration and possible action to direct staff regarding the pursuit of a land exchange between property owned by the Town of Chino Valley, a portion of Assessor's Parcel No. 306-01-019F located on the Northwest corner of Perkinsville Road and Santa Fe Trail in Old Home Manor, and **Chino Valley Fire District** property located at 238 N. State Route 89.

Staff recommended motion: Move to authorize Town staff to develop an agreement between the Town of Chino Valley and the Chino Valley Fire District for a land exchange between APN 306-01-019F and 5.0 acres of Old Home Manor Property, as a no cash deal to the greatest extent possible.

- 14) *Continued from July 1, 2011:* Consideration and possible action to authorize the Police Department to expend approximately \$11,500 to expand the current fenced **impound yard** at the Police Department to accommodate additional vehicles impounded under A.R.S. § 28-3511. Funds to come from the Police Impact Projects expenditure line in the Police Impact Fee Fund.

Staff recommended motion: As staff did not have sufficient time to prepare the analysis requested by Council, move to continue item to the next regular meeting.

- 15) Council may vote to hold an **Executive Session** pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to obtain legal advice and consider its position and instruct its attorneys regarding issues on water transportation/pipeline taxes due to the Town from the City of Prescott and negotiations to settle issues regarding the same.

16) **Adjournment.**

Dated this 20th day of July, 2011.

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.

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10TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 5
☒ Regular Meeting ☐ Special Meeting ☐ Other _____
MEETING DATE: July 26, 2011 TIME: 6:00 p.m.SUBMITTING DEPARTMENT: Town ClerkCONTACT PERSON: Jami C. Lewis PHONE: 636-2646, ext. 119

☐ Presentation Only	☐ Report Only	☒ Consent	Estimated Length of Staff Presentation: _____ min.
☐ Action-Presentation	☐ Action	☐ Executive	

ITEM LOCATION:

PROPOSED AGENDA ITEM:Consideration and possible action to approve March 8, 2011 Regular Meeting minutes.FISCAL IMPACT? No If Yes, Budget Code: _____ Available: \$ _____**FUNDING:**

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Council meeting minutes



**TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT**

Item No. 5

SITUATION AND ANALYSIS:

RECOMMENDED MOTION:

Move to approve March 8, 2011 Regular Meeting minutes.

ATTACHMENTS:

March 8, 2011 Regular Meeting minutes

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Jami C. Lewis</u> Department Head	_____ Finance
_____ Other:	_____ Other:	_____ Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> Town Manager/Designee

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

**TUESDAY, MARCH 8, 2011
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, March 8, 2011.

Mayor Bunker called the meeting to order at 6:01 p.m.

Council Present: Mayor Jim Bunker, Vice-Mayor Ron Romley, and Councilmembers Joel Baker, Dean Echols, Linda Hatch, Gloria Moore, and Carl Tenney.

Staff Present: Town Manager Michael Scannell, Management Assistant Cecilia Watts, Town Attorney Tom Kack, Magistrate John Walker, Finance Director Vera Smith, Human Resources Clerk Tiffany Resendez, Police Chief Pat Huntsman, Police Commander Mark Garcia, Development Services Director Pat Clingman, Associate Planner David Nicolella, Town Engineer/Public Works Director Ron Grittmann, Recreation Coordinator Shannon Gansz, Parks and Trails Superintendent Bob Worthen, Aquatics and Recreation Specialist Dean Smith, and Town Clerk Jami Lewis (recorder).

Councilmember Echols gave the invocation and Councilmember Baker led the pledge of allegiance.

2) Introductions, Presentations and Proclamations

2a) Administer ceremonial **Oath of Office** to Joseph Abbate, Parks and Recreation Advisory Board appointee.

Mr. Abbate was not present.

2b) Chamber Update by Ab Jackson, CEO, Chino Valley Area Chamber of Commerce.

Mr. Jackson spoke about the Home, Health & Business Expo to be held in March and he introduced the 26 graduates of the Chamber's inaugural Citizens Academy.

3) Call to the Public

No one from the public spoke.

4) Mayor/Council/Manager Report

Mayor Bunker reported on meetings for Safe Yield Committee on March 17 and Regional Association of Local Governments on March 21.

Vice-Mayor Romley reported on the Chino Valley Transit's Grand Opening held on March 5.

Councilmember Hatch reported on the Peace Corps celebrating its 50th anniversary.

Councilmember Baker commended the Chino Valley Police, Chino Valley Fire, and County crews for their handling of the tanker accident at the roundabout last week.

- 4a)** Announcement by Recreation Coordinator Shannon Gansz regarding the 2011 **Arbor Day** Celebration to be held April 21, 2011.

Ms. Gansz invited Council and the public to the Town's Arbor Day Celebration on April 21.

Consent Agenda

- 5) Accept **resignation** of Dorothy Schmidt from the Industrial Development Authority and Municipal Property Corporation, effective February 15, 2011.
- 6) Adopt **Resolution No. 11-953**, ratifying by Resolution the approval of 2008, 2009, and 2010 **Wastewater** monthly service fee adjustments.
- 7) Approve Professional Services Agreement with **Four-D LLC**, in an amount not to exceed \$3,750.00 for the Network and Telecommunications Infrastructure Extension Project to include networking to the Town's South Campus and Aquatic Center and provide recommendations for a telephone system. Funds to come from Support Services expenditure line in the Management Information Systems Department (General Fund).
- 8) Approve Memorandum of Understanding between the Chino Valley Police Department and Prevent Child Abuse (PCA), dba Yavapai **Family Advocacy Center** for an indefinite period of time.

Vice-Mayor Romley MOVED, seconded by Councilmember Echols, to accept Consent Agenda items 5-8. The motion PASSED unanimously 7-0.

Action Items

- 9) Approve a fifteen-year Lease Agreement between the Chino Valley **Model Aviators** ("Aviators"), located at the Aviators' recreational facilities at Old Home Manor, 2201 Santa Fe Trail, and the Town of Chino Valley, commencing on April 1, 2011 and ending on April 1, 2026. This approval will supersede the existing five-year lease from June 2010 to June 2015 between the Town and Aviators which was signed and executed on May 27, 2010.

Associate Planner David Nicolella reported that:

- During a Study Session on January 6, 2011, Council directed staff to draft a new lease with the Aviators that would allow them to lease additional Old Home Manor land for 10 to 15 years with a two- to five-year termination of contract clause.
- In subsequent discussions with staff, the Aviators requested that: (i) the lease be for 15 years; (ii) the termination clause be lengthened to 10 years, as they intended to make

- Staff believed it was highly unlikely that the modifications to the lease would hinder any future development at Old Home Manor, and the only outstanding item in the lease was to add language designating a maximum length of stay for motor homes during events.

Town Attorney Tom Kack clarified that Council had the right to terminate after five years, but that right would not be effective until after 10 years, such that if Council gave notice at 10 years, the lease would then terminate at 15 years. He also recommended some other minor changes to the insurance provisions, vendor charges, cabana dimensions, and fencing.

Rick Nichols and Jay Riddle with the Aviators thanked Council for partnering with them and added that:

- Since their initial lease, the group had improved and maintained the site at a cost of about \$12,000, and as the subject site was on the edge of the shooting range lease, they could not expand much further.
- They and anyone on the property were generally insured under a \$2 million policy, as well as another \$1 million policy for accidents, visitors, fire, and loss.
- RVs were generally used by vendors and for security at night; there were generally only a few from out of town and they were used to having no hookups; and they suggested that RV camping be limited to one day before and one day after an event.
- They were addressing safety netting for the spectator area and intended to complete the cross wind runway before the September fly-in.

Council discussed the matter. Some expressed some concern about the length of the lease and suggested that after 10 years, the notice to terminate be one year, while others felt that the proposed five year notice was fair, as that was what the Town granted Game and Fish for the shooting range. Benefits to the proposal were that the group was cooperative and had done well with attracting local and distant visitors. Council also agreed with the Aviator's suggested RV camping limitation and due to the infrastructure the group had installed, they were comfortable with a 10-year lease with two years notice to terminate.

Mssrs. Riddle and Nichols did not object to Council's suggested modifications.

Vice-Mayor Romley MOVED, seconded by Councilmember Echols, to approve a 10-year Lease with two-year notification between the Aviators and the Town, commencing on April 1, 2011 and ending on April 1, 2021, which will supersede the existing five-year lease between the parties, and will include that RV parking will only be allowed one day before through one day after the event.

Mr. Kack advised that the motion should be to approve a 15-year lease, with a guaranteed term of 10 years, subject to the following: (i) change notice of termination from five to two years

without cause; (ii) change improvements to include a cabana of at least 500 square feet with a concrete floor; (iii) add an additional term for RV stays before, through, and after an event, not-to-exceed seven days; (iv) change that the group may charge for use of the facility with no input from the Town unless such rate exceeds \$30 per day; and (v) delete requirement that vendors name the Town as additional insured.

Vice-Mayor Romley MOVED, seconded by Councilmember Echols, to AMEND their motion and second to agree with Mr. Kack's recommendation. The amended and main motions PASSED unanimously 7-0.

- 10) Approve the Chino Valley **Aquatic Center** 2011 operating schedule and authorize staff to implement the operating schedule to begin advertising, recruitment, and training of aquatic staff for the 2011 pool season.

Aquatics Supervisor Dean Smith reported that Council's approval of this schedule will authorize staff to begin the recruitment process for operating the Aquatic Center for the 2011 season. The proposed 2011 pool season will be 76 days, opening on May 21 to coincide with SpringFest, closing on May 22-24, reopening on May 25, the last day of school, and closing on August 7. The pool will be open seven days a week, as it had since opening in 2005, as well as being available for after hour rentals for private parties.

Council asked if the current budget allowed for this level of activity. Mr. Smith and Town Manager Michael Scannell related that if the Town did not open the pool at all, there would still be fixed operating expenses with no revenue. Last year's revenues were \$56,000, and by opening the facility, the incremental net costs of \$16,000 would not be too great to be able to provide this amenity.

A citizen suggested opening the pool one week early since staff was so busy during SpringFest.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to approve the Aquatic Center 2011 operating schedule and authorize staff to implement the operating schedule. The motion PASSED unanimously 7-0.

- 11) Approve a one-year Lease Agreement between the **Chino Valley Food Bank**, located at 1943 Voss Drive, and the Town of Chino Valley, for the period of April 1, 2011 to March 31, 2012.

Mayor Bunker informed Council that this item needed to be continued.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to continue item 11 to the next regular meeting.

- 12) Accept the **Annual Financial Report** and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2010, and the Chino Valley Magistrate Court 2010 Minimum Accounting Standards (MAS) External Review as prepared by Hinton Burdick, Hall & Spilker, PLLC.

Acronyms used in this item:

AOC (Administrative Office of the Courts)	HURF (Highway User Revenue Fund)
FY (Fiscal Year)	MAS (Minimum Accounting Standards)
GF (General Fund)	

Finance Director Vera Smith introduced Auditor Robin Sibley who reported that staff had corrected any findings from the previous year's general audit and the Court personnel had been helpful. She then presented highlights of the general audit and court review:

- The independent auditors report was clean, the internal control over financial reporting and compliance found no material weaknesses or deficiency, and the State compliance report was clean. This was an excellent, and rare, report.
- As of June 30, 2010, the Town's total net assets had increased \$1,469,490 from the previous year.

Government wide financial highlights

- Significant governmental capital asset additions included the State Route 89 widening project and new equipment purchased for public safety.
- Significant business-type capital asset additions included the Center Street sewer project, water well construction, and water storage tank donation.
- Governmental long-term debt decreased as a result of scheduled annual debt service requirements, and beginning in FY 2012, the Town will be required to make payments of approximately \$900,000 on its Series 2004 and 2007 bonds.
- Business-type long-term debt decreased as a result of scheduled annual debt service requirements.

Fund financial highlights

- The GF reported revenues in excess of expenditures including net transfers, and actual revenues received and actual expenditures in the GF were less than the final budget amounts.
- The Water and Sewer Enterprise funds experienced operating losses in FY 2010, mainly as a result of depreciation, while cash flows from both operations were positive. The Sewer fund had an overall decrease in net assets, while the Water fund had an increase in net assets as a result of capital grants, contributions, and transfers.

5 Year Trends

- The GF balance sheet showed a fund balance increase of 86% over fiscal year 2006 and its cash trend was healthy. FY 2009 and 2010 resulted in revenues in excess of expenditures which should prove to be of great benefit through current and future economic downturns. Staff planned spending reductions in FY 2010 due to the economic downturn.
- Overall, the Capital Improvement fund was healthy.
- Roads Impact Fee revenues exceeded expenditures for the last five years pending project expenditures. Cash in this fund fluctuated based on capital project expenditures from year to year and changes in the inter-fund balances.

- HURF fund revenues exceeded expenditures for the last four years. The past three fiscal years showed significant growth in restricted HURF fund cash balances and a healthy balance.
- The Water Enterprise fund was reported on the full accrual basis and showed a healthy balance, even though FY 2008-2010 reported expenditures in excess of revenues before capital contributions and transfers.
- The Sewer Enterprise Fund was also reported on the full accrual basis and a large decrease in revenues from 2009-2010 was due mainly to an unusually significant amount of impact and connection fee revenues and grant revenues collected in 2009. The fund had reported total revenues in excess of expenses (excluding capital grants and transfers) over the previous four years; however in 2010, a net operating loss was reported, primarily due to increased depreciation expense. A large increase in Sewer fund cash in 2009 was substantially due to impact and connection fees and changes in inter-fund balances.

Chino Valley Magistrate Court 2010 MAS External Review

- Every three years, the AOC required an external examination to determine the Court's compliance with the AOC mandated MAS.
- A few improvements were needed to bring the Court into compliance with the MAS, with the more significant findings relating to second review of voided or manual receipts and deposit slips, entering manual receipts into the accounting system, depositing receipts, court orders for refunding bonds, and keeping logs of current or reconciled outstanding bonds.

Town Manager Michael Scannell clarified that the Town would not have a \$900,000 debt service payment in FY 2012 due to the restructuring that occurred after this audit closed.

Council asked if the errors found in the Court audit had been corrected. Judge John Walker related that they had either all been corrected or staff was working on them.

Vice-Mayor Romley MOVED, seconded by Councilmember Tenney, to accept the Annual Financial Report, Annual Expenditure Limitation Report for FY ended June 30, 2010, and Magistrate Court 2010 MAS External Review as prepared by Hinton Burdick, Hall & Spilker.

- 13) Approve the **Financial Report** for seven months ending January 31, 2011 for fiscal year 2010/2011.**

Finance Director Vera Smith reported that at 58.33% of the fiscal year, the Town had 54.40% of budgeted revenues and 51.83% of budgeted expenditures, with \$179,390 net revenues over expenditures, which was extremely good. While last year's seven month totals reported a shortfall of \$241,653, this year's seven month total was \$23,628 over budget. All revenue sources were either on target, above budget, or insignificantly below budget.

Council asked about the future effects on Highway User Revenue Funds from increased electric car use and the building permit trend over the last seven months. Town Engineer Ron Gritman related that use of high mileage vehicles had reduced gas consumption to 1968 revenue levels, and political subdivisions were being told that they must look to other revenue sources for

constructing and repairing infrastructure. Development Services Director Pat Clingman stated that she would research the building permit information.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to approve Financial Report for seven months ending January 31, 2011 for fiscal year 2010/2011. The motion PASSED unanimously 7-0.

14) Approve the Master Budget Calendar for fiscal year 2011/2012.

Finance Director Vera Smith reported that:

- Council held a budget workshop on March 3 and staff proposed to hold another workshop on April 7 to discuss insurance options and have a possible executive session on personnel matters.
- Staff had held one budget meeting with all the employees and had asked department heads to turn in their expenditure budget requests and narratives.
- Staff will revise revenue estimates upon obtaining more information from the State and then work up scenarios to bridge the gap for declining revenues.

Council asked about having the new Council approve the tentative budget. Ms. Smith recommended that the current Council review the proposed budget in May, then reschedule the tentative budget review from June 14 to June 28 with the new Council, which would also allow for another study session on June 23, tentative adoption on July 26, and final budget in August, which was the legal deadline.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to approve Master Budget Calendar for fiscal year 2011/2012 with the changes suggested for June and July. The motion PASSED unanimously 7-0.

15) Approve Change Order Number 1 with Stanley Consultants in the amount of \$3,419.00 for the design of a separate Town of Chino Valley entrance sign located at the southeast corner of State Route 89 and Road 4 South. Funds to come from Highway User Revenue Fund (HURF) carry forwards from previous years.

Town Engineer Ron Gritman reported that:

- The Town's original design contract with Stanley Consultants was to install landscaping, a three horse bronze sculpting, and an entrance feature within the center of the roundabout located at the State Route 89 and Road 4 South intersection, including a four-foot high split face wall around the center of the roundabout with the Town's name across its face.
- When the Arizona Department of Transportation later concluded that they would not allow words in the roundabout, they offered to allow the Town to construct an entrance feature with the Town's name on the southeast or northeast corner of the intersection.
- As the design for this new feature was outside the original scope of the project, a change order was needed. The new design reduced the roundabout wall size, but there were some slight additional costs for grading and landscaping, which was still within the cost parameters.

Council preferred to place the entrance feature on the northeast corner of the intersection. Mr. Grittmann stated that staff would have to work around utility conflicts, but would endeavor to place the feature as close to the roundabout as possible.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to approve Change Order Number 1 with Stanley Consultants in the amount of \$3,419 for the design of a separate Town of Chino Valley entrance sign located on the northeast corner of State Route 89 and Road 4 South. The motion PASSED unanimously 7-0.

16) Approve December 9, 2010 Regular Meeting minutes.

Vice-Mayor Romley MOVED, seconded by Councilmember Hatch, to approve the December 9, 2010 minutes. The motion PASSED 6-0 with 1 abstention by Councilmember Baker.

- 17a)** Council may vote to hold an **executive session** pursuant to A.R.S. § 38-431.03 (A)(3) and (A)(4) to obtain legal advice, consider its position and instruct its attorneys and/or staff regarding exchanging reimbursement of certain costs of drilling a new well for obligations that Granite Investment and Development has to improve the Highlands Ranch well and certain other items under the Development Agreement with Meadow Ridge Ranch, LLC and as that agreement was since amended and clarified, and issues regarding reimbursement for water lines installed for the Town.

Vice-Mayor Romley, MOVED, seconded by Councilmember Baker, to go into executive session. The motion PASSED unanimously 7-0 at 8:02 p.m. Mayor Bunker reconvened the meeting into open session at 8:51 p.m.

- 17b)** Possible action regarding exchanging reimbursement of certain costs of drilling a new well for obligations that Granite Investment and Development has to improve the **Highlands Ranch well** and certain other items under the Development Agreement with Meadow Ridge Ranch, LLC and as that agreement was since amended and clarified, and issues regarding reimbursement for water lines installed for the Town.

Council took no action on item 17b.

18) Adjournment.

Vice-Mayor Romley MOVED, seconded by Councilmember Baker, to adjourn the meeting. The motion PASSED unanimously 7-0 at 8:52 p.m.

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 8th day of May, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 26th day of July, 2011.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 6

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: 7/26/2011 TIME: 6:00 p.m.

SUBMITTING DEPARTMENT: Finance

CONTACT PERSON: Vera Smith PHONE: Ext 137

☐ Presentation Only ☐ Report Only ☒ Consent Estimated Length of Staff Presentation: _____ min.
☐ Action-Presentation ☐ Action ☐ Executive

ITEM LOCATION:

PROPOSED AGENDA ITEM:

Consideration and possible action to approve the Arizona State Purchasing Cooperative Agreement with the State of Arizona Procurement Office.

FISCAL IMPACT? N If Yes, Budget Code: _____ Available: _____

FUNDING:

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Purchasing Cooperative Agreement



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 6

SITUATION AND ANALYSIS:

The Town of Chino Valley currently participates in the Arizona State Purchasing Cooperative Program. Every five years the agreement must be renewed.

The benefit to the Town of membership in this cooperative program is the opportunity to obtain lower prices by purchasing through Arizona State contracts. There is no cost for participation, and any administrative fee is paid by the vendors (contractors).

Staff recommends that the Town continue to participate in the Arizona State Purchasing Cooperative Program by approving the attached agreement.

RECOMMENDED MOTION:

Move to approve the Arizona State Purchasing Cooperative Agreement with the State of Arizona Procurement Office.

ATTACHMENTS:

Arizona State Purchasing Cooperative Agreement

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Vera J. Smith</u> Department Head	<u>Vera J. Smith</u> Finance
_____ Other:	_____ Other:	<u>Pending</u> Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> Town Manager/Designee



JANICE K. BREWER
Governor

SCOTT A. SMITH
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE**

100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://www.azdoa/spo>

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

This Cooperative State Purchasing Agreement ("Agreement") is entered between the

State of Arizona Procurement Office

and

TOWN OF CHINO VALLEY

(An Eligible Procurement Unit)

in accordance with Arizona Revised Statutes §41-2631, Article 10 Intergovernmental Procurement, which article authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and Arizona Revised Statutes § 41-2631 *et seq.* and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit may enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.

2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member shall not use a State contract to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
 - a. Insure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.

- c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement, and the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
7. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, to purchase all items covered under exclusive contracts and to not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices.
 8. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
 9. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years.
 10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
 11. This Agreement is exempt from the provisions of A.R.S. §§ 11-952 and 12-1518.
 12. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated January 29, 1999.

13. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
14. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
15. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
16. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

Signature: _____

Name: MR. CHRIS MARLEY

Title: MAYOR

Date: 07/26/11

Signature: _____

Jean A. Clark, CPPO, C.P.M., CPPB, CPM

Title: State Procurement Administrator

Date: _____

ARIZONA STATE PURCHASING COOPERATIVE
State Cooperative Member Contact Information
(Please submit completed form with agreement to address below.)

Name of Organization: TOWN OF CHINO VALLEY	
Name of Contact Person: VERA J SMITH	
Title of Contact Person: FINANCE DIRECTOR	
Telephone number of contact person: (928)636-2646 X173	Fax: (928)636-2144
E-mail address of contact person: vsmith@chinoaz.net (If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)	
Billing Address: P. O. BOX 406 CHINO VALLEY, AZ 86323	
Remit Address (if different from the billing address): 	
Federal ID Tax Number: 86-0256834	

Please notify State Procurement Office of any changes to this information.

Please send completed agreements and changes in contact information to:
 State Procurement Office
 Arizona State Purchasing Cooperative
 100 North 15th Avenue, Suite 201
 Phoenix, Arizona 85007
 Or e-mail: jan.hart@azdoa.gov

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 7
☒ Regular Meeting ☐ Special Meeting ☐ Other _____
MEETING DATE: 7/26/2011 TIME: 6:00 p.m.SUBMITTING DEPARTMENT: Town Manager's OfficeCONTACT PERSON: Cecilia Watts PHONE: Ext 136

☐ Presentation Only	☐ Report Only	☒ Consent	Estimated Length of Staff Presentation: _____ min.
☐ Action-Presentation	☐ Action	☐ Executive	

ITEM LOCATION:

PROPOSED AGENDA ITEM:

Consideration and possible approval of Professional Services Agreement with PW Consulting Services for Paul Wenbert to conduct two workshops with Town Council and one workshop with Town Staff focusing on Team-Building and Strategic Planning for an amount not to exceed \$4,800.

FISCAL IMPACT? Yes If Yes, Budget Code: 01-50-5280 Available: \$4,800
FUNDING:

Funding to come from Training and Seminars expenditure line in the Mayor & Council budget in the General Fund.

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

Professional Services Agreement



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 7

SITUATION AND ANALYSIS:

The citizens of Chino Valley elected a new Mayor and three new Council Members on June 14, 2011, all of whom are new to political office as well. The Mayor and Vice-Mayor requested a Council retreat where the Council could meet as a group in a more informal setting to discuss objectives for the next several years.

Paul Wenbert is a noted and respected facilitator who has experience working with the Town and has been exposed to some of the opportunities, challenges, and experiences we face. He has proposed Team Building and Strategic Planning which entails:

- o Phone Interviews with each Council Member and Town Manager to obtain expectations;
- o Facilitation of a 4-hour workshop with Town Council, Town Manager and possibly other staff with the result being a consensus of Team Agreements and a consensus of expectations for Council Strategic Planning Workshop;
- o Facilitation of a 4-6 hour workshop with Town's management staff to discuss the the Town's long-term vision or the development of 2-year strategic objectives after facilitator has gleaned expectations from Council workshop;
- o Facilitation of a 4-hour Council Strategic Planning workshop, Town Manager, and possibly other staff.

Various Town documents, such as the General Plan, the Capital Improvement Plan, and other documents will be provided to the Consultant prior to the workshops for his preparation. The Consultant will work with the Council regarding the development of objectives, with the minimum output being a listing of prioritized 2-year strategic objectives, a planning tool for the Council, which will be provided within two weeks of the final workshop.

RECOMMENDED MOTION:

Move to approve Professional Services Agreement with PW Consulting Services for Paul Wenbert to conduct two workshops with Town Council and one workshop with Town Staff focusing on Team-Building and Strategic Planning for an amount not to exceed \$4,800.

ATTACHMENTS:

Professional Services Agreement

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:



**TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT**

Item No. 7

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

C Watts
Author

Department Head

Vera J. Smith
Finance

Other:

Other:

Sharon Sargent-Flack
Legal

Other:

Other:

Michael K. Scannell
Town Manager/Designee

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of July 26, 2011, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and PW Consulting Services, LLC, ("Consultant").

RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the Strategic Planning, Management Consultant fields.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.
2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.
3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.
4. The term of this Agreement shall be from July 26, 2011 through October 31, 2011. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than November 31, 2011. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Four Thousand Dollars Dollars (\$4,000.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Deleted.

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate; and minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

(c) Deleted.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the

expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of a dispute arising from this Agreement, the parties hereby agree to submit to the jurisdiction of the Superior Court in the State of Arizona. The parties hereto further agree to waive any right to arbitration unless otherwise agreed to in a written amendment to this Agreement. [PW Consulting Services, LLC] further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

12. **General.**

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of

Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or Subcontractors’ employees who work on this Agreement to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the Subcontractors to ensure compliance with Consultant’s Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

Neither the Consultant nor any of the Subcontractors shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractors establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Under this Agreement, Consultant is deemed to be a Contractor as defined in the preceding sentence. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

(n) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at: Town Manager
 Town of Chino Valley
 P O Box 406
 Chino Valley, AZ 86323

To Consultant at:

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year first above written.

Consultant:

_____, an Arizona _____
 By: _____

Town:

TOWN OF CHINO VALLEY

By: _____

APPROVED AS TO FORM

 MUSGROVE, DRUTZ & KACK, PC
 Town Attorney

ATTACHMENTS:

EXHIBIT A Proposal dated 7/2/2011 by PW Consulting Services, LLC, "Town of Chino Valley, Proposal for Team Building/Strategic Planning Workshops."



7/2/2011

TOWN OF CHINO VALLEY

PROPOSAL FOR TEAM BUILDING/STRATEGIC PLANNING WORKSHOPS

The Town of Chino Valley (Town) has requested that PW Consulting Services (Consultant) submit a proposal to conduct team-building and strategic planning workshops for Town.

SCOPE OF SERVICES

Town Council Team-Building Workshop

1. Consultant will conduct phone interviews with Town Council and Town Manager to obtain their expectations for Workshop. Consultant will prepare report summarizing interviews and send it to Town prior to Workshop.
2. Consultant will facilitate 4-hour Workshop with Town Council. Town Manager and possibly other Council-appointed Town officials should attend Workshop. The end product of Workshop at a minimum will include a consensus of Team Agreements and a consensus of expectations for Council Strategic Planning Workshop. Consultant will prepare report summarizing Workshop and send it to Town prior to Council Strategic Planning Workshop.

Staff Strategic Planning Workshop

1. Consultant will facilitate 4-6 hour Workshop with Town's management staff. The length of Workshop will depend on whether Town Council wants Strategic Plan to include discussion of Town's long-term vision or only development of 2-year strategic objectives. The end product of Workshop at a minimum will include a recommended prioritized list of 2-year strategic objectives. Consultant will prepare report summarizing Workshop and send it to Town prior to Council Strategic Planning Workshop.

Council Strategic Planning Workshop

1. Consultant will facilitate 4-6 hour Workshop with Town Council. Town Manager and possibly other Council-appointed Town officials should attend Workshop.

The length of Workshop will depend on whether Town Council wants Strategic Plan to include discussion of Town's long-term vision or only development of 2-year strategic objectives. The end product of Workshop at a minimum will include a prioritized list of 2-year strategic objectives. Consultant will prepare report summarizing Workshop and send it to Town.

TOWN RESPONSIBILITIES

Town will be responsible for coordinating these Workshops with Consultant and handling logistical details related to Workshops. Town will provide any relevant documents such as 2002 Strategic Plan, Community Surveys, General Plan, and CIP to Workshop participants and Consultant prior to Workshops. Town will perform its responsibilities in a reasonable and timely manner.

SCHEDULE AND COST

Council Team-Building Workshop and Staff Strategic Planning Workshop will be completed in one Consultant trip to Chino Valley with Council Team-Building Workshop being held prior to Staff Strategic Planning Workshop. Council Strategic Planning Workshop will be held within two weeks after completion of Staff Strategic Planning Workshop subject to Town Council availability. Consultant will provide report summarizing Council Strategic Planning Workshop within two weeks after completion of Workshop.

Consultant's professional fee is \$110/hour not-to-exceed \$4,000. In addition, Town will reimburse Consultant for actual travel expenses not-to-exceed \$800 associated with two trips to Chino Valley.

Item No. **8**

Organizational Assessment



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 8

SITUATION AND ANALYSIS:

At the May 5, 2011 Council Meeting, the Town Council approved contracting with PW Consulting Services, LLC to perform an Assessment of the Development Services Department and the potential need for an additional Engineer in the Public Works Department. Mr. Wenbert has completed his report which includes various recommendations.

RECOMMENDED MOTION:

Move to approve changes recommended by Mr. Wenbert of PW Consulting Services, LLC in his Organizational Assessment of the Development Services Department and Engineering Division of the Public Works Department, dated July 12, 2011; and authorize staff to implement such changes.

ATTACHMENTS:

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

PW Consulting Services, LLC, “*Development Services Department Organizational Assessment*,” dated July 12, 2011, prepared for the Town of Chino Valley’s Development Services and Public Works Departments.

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

<u>Thomas P. Kack</u> Author	_____ Department Head	<u>Pending</u> Finance
Other: _____	Other: _____	<u>Thomas P. Kack</u> Legal
Other: _____	Other: _____	<u>Michael K. Scannell</u> Town Manager/Designee

Item No. **9**

Over the years, the Town has been asked by several regional entities to appoint representatives and alternates to represent the Town's interests to these entities. On June 28, 2011, Council appointed its members, as well as staff members, to several such entities. However, staff requested that Council defer making any appointments at that time to the water-related entities until after the organizational study of the Development Services and Engineering Departments



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 9

by PW Consulting was completed, as this study would address the Town's participation in these entities, which are listed below.

- a) Yavapai County Water Advisory Committee (WAC)
- b) WAC – Technical Advisory Committee
- c) Upper Verde River Watershed Protection Coalition (UVRWPC)
- d) UVRWPC – Technical Advisory Committee
- e) Northern Arizona Municipal Water User's Association (NAMWUA)
- f) NAMWUA – Technical Advisory Committee

RECOMMENDED MOTION:

Move to appoint Mayor and Councilmembers and/or staff members to represent the Town, and appoint alternates, to various entities per Council discussion.

ATTACHMENTS:

Current status of appointments to various entities; and Description of said entities

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Jami C. Lewis</u> Department Head	<u>Vera J. Smith</u> Finance
_____ Other:	_____ Other:	_____ Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> Town Manager/Designee

	BOARD	REP	ALT	APPOINTED DATE	CURRENT STATUS
a)	Yavapai County Water Advisory Committee (WAC)	Mayor	Carl Tenney	9/24/2009	Staff requests that Council defer making any appointments at this time.
b)	WAC Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman			Staff requests that Council defer making any appointments at this time.
c)	Upper Verde River Watershed Protection Coalition (UVRWPC)	Mayor		8/3/2006	Staff requests that Council defer making any appointments at this time.
d)	UPRWPC Technical Advisory Committee (TAC)	Water Resources Director	Water Resources Technician	10/11/2007	Town no longer has Water Resources Director or Technician; Town Engineer is currently filling position. Staff requests that Council defer making any appointments at this time. ***
e)	Northern Arizona Municipal Water User's Association (NAMWUA)	Water Resources Director	Town Engineer, Ron Grittman	12/14/2006	Town no longer has Water Resources Director. Although the Town Engineer has been filling in this position, all other reps are elected officials. Staff requests that Council defer making any appointments at this time. ***
f)	NAMWUA Technical Advisory Committee (TAC)	Water Resources Director	Town Engineer, Ron Grittman	12/14/2006	Town no longer has Water Resources Director; Town Engineer is filling position.
g)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Councilmember Darryl Croft	Croft designee	6/28/2011	Position typically filled by elected official.
h)	CYMPO Technical Advisory Committee (TAC)	Town Engineer, Ron Grittman	Grittman designee	6/28/2011	Position typically filled by staff members and/or technical community members
i)	Northern Arizona Council of Governments (NACOG) Regional Council	Councilmember Linda Hatch	Mayor Chris Marley	6/28/2011	Position typically filled by elected official.
j)	NACOG Economic Development Committee	Councilmember Linda Hatch	Mayor Chris Marley	6/28/2011	
k)	Greater Arizona Mayors Association (GAMA)	Mayor Chris Marley	Vice-Mayor Carl Tenney	6/14/2011	Position typically filled by mayor.
l)	League Resolutions Committee	Councilmember Mike Best	Mayor Chris Marley	6/28/2011	Position typically filled by mayor.
m)	Yavapai Regional Medical Center (YRMC) Council of Electors	Councilmember Linda Hatch	Mayor Chris Marley	6/28/2011	Position typically filled by elected official.

	BOARD	REP	ALT	APPOINTED DATE	CURRENT STATUS
n)	Chamber of Commerce	Councilmember Darryl Croft	Councilmember Dean Echols	6/28/2011	The Chamber typically elects a representative from the Council with Council ratifying the action.
o)	Arizona Municipal Risk Retention Pool (AMRRP)	Vice-Mayor Carl Tenney	Tenney designee	6/28/2011	Appointee may be elected official or staff member, who may participate in nominations for this board.
p)	Yavapai Gala Centennial Committee	Councilmember Dean Echols	Councilmember Darryl Croft	6/28/2011	Ad Hoc position for State Centennial.
q)	Central Arizona Partnership (CAP) Regional Economic Development (RED) Team	Councilmember Dean Echols	Councilmember Darryl Croft	6/28/2011	Position to be filled by elected official.
r)	Others?				

*** The Organizational Assessment of the Development Services Department and the Engineering Division of the Public Works Department being performed by PW Consulting Services and which will contain recommendations for the Town's participation in these water groups will be brought to Council for action around late July 2011.

DESCRIPTION OF ENTITIES	
a)	WAC is composed of members from the Arizona Department of Water Resources (ADWR), Apache/Yavapai Prescott Tribe, Yavapai County, and nine municipalities, and it was established by the County Board of Supervisors to ultimately develop and recommend a regional water management strategy.
b)	Technical Advisory Committee under WAC .
c)	UVRWPC consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.
d)	Technical Advisory Committee under UVRWPC .
e)	NAMWUA was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.
f)	Technical Advisory Committee under NAMWUA .
g)	CYMPO is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.
h)	Technical Advisory Committee under CYMPO .
i)	NACOG is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.
j)	Economic Development Committee under NACOG .
k)	GAMA was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.
l)	The League Resolutions Committee meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League's Annual Business Meeting and became the League's Policy Statement for the next legislative session.
m)	YRMC Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.

DESCRIPTION OF ENTITIES	
n)	Chino Valley Area Chamber of Commerce exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.
o)	AMRRP , a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.
p)	
q)	CAP's mission is to advocate responsible growth on behalf of those who believe in a balance between economic and ecological sustainability in Central Arizona, judicious management of natural resources and truthful examination and debate on matters of public importance relative to growth in the region. The RED Team is to be comprised officials from regional entities and staff believes it would be beneficial to appoint a representative.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 10

SITUATION AND ANALYSIS:

About Redistricting

After each census, counties are required by Federal Law to re-draw supervisorial district boundaries to equalize district populations. Arizona State Law requires counties with a population of 175,000 or more to have 5 supervisorial districts (ARS 11-211). Yavapai County currently has 3 districts. The 2010 Census figures gave Yavapai County a count of 211,033.

Open houses were held across Yavapai County during February and March 2011 and again in June and July 2011 to inform citizens about the process and obtain their input on how the new supervisorial districts should be constructed. Public input was solicited through open houses, website (<http://redistricting.co.yavapai.az.us/>), email, and traditional mail.

Once the first round of open houses were complete, the public input, along with the applicable legal requirements, were combined into 4 potential district maps. These maps were then displayed for public input at the second round of open houses.

The Board of Supervisors, after considering public input regarding the proposed maps, will select a final district map upon a majority vote at the regular Board of Supervisors meeting in August 2011. The new map must be reviewed and accepted by the U.S. Department of Justice prior to implementation.

County Supervisor Districts

Election precincts are the building blocks that create supervisor districts. Election precincts determine polling places.

	Population in 2000	Estimated Population in 2010*
District 1	59,508	43,137
District 2	53,067	43,137
District 3	54,942	43,137
District 4	N/A	43,137
District 5	N/A	43,137
County Totals	167,517	215,686

* 2009 Population estimate.

Considerations When Creating the New Districts

1. The new districts must have equal population.
2. The new districts must not discriminate as prohibited by Federal Law.
3. The new districts must be created by using existing election precincts.
4. The new districts must be contiguous.

Other considerations are:



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 10

- Visible Boundaries – natural or man-made
- Other Boundaries – city/town, school, fire, etc.
- Mix of rural and urban communities
- Compactness – constituents to reside relatively close together
- Communities of Interest – constituents who share cultural, geographic, economic or political ties
 - Should they be kept whole?
 - Should they be split to extend influence?

These considerations often conflict with each other and reasonable people can disagree on their relative importance. This is one of the reasons why public input is so vitally important.

The deadline to submit comments on the proposed redistricting maps is July 31.

RECOMMENDED MOTION:

Move to make recommendation to the Yavapai County Supervisors regarding the proposed County redistricting maps per Council discussion.

ATTACHMENTS:

- A – Current Map
- B – Proposed Maps A-D
- C – Public Comment Form
- D – 2010 Census Data
- E – Redistricting Process Timeline

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

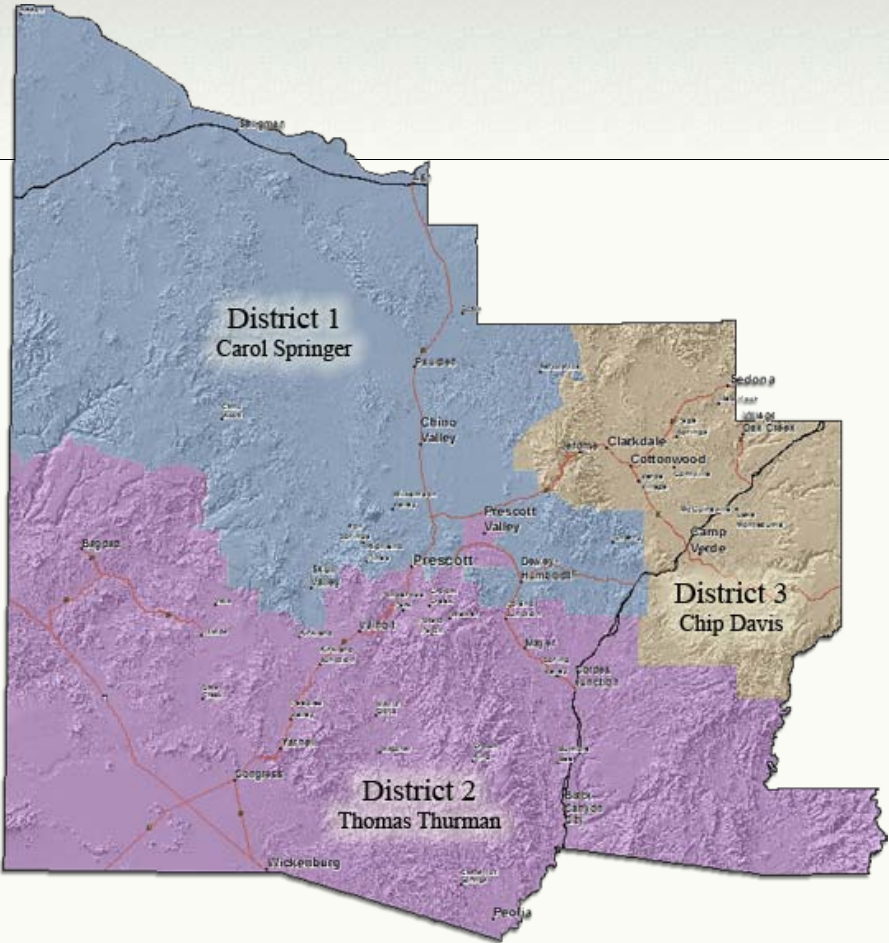
_____ Author	<u>Jami C. Lewis</u> _____ Department Head	<u>Vera J. Smith</u> _____ Finance
_____ Other:	_____ Other:	_____ Legal
_____ Other:	_____ Other:	<u>Michael K. Scannell</u> _____ Town Manager/Designee

ATTACHMENT "A"

Current Map

Yavapai County Supervisor Redistricting

At the current time, Yavapai County is divided into three (3) supervisorial districts (see map below). For more detail on the current boundaries, please access the [Yavapai County GIS Interactive Mapping](#) application, and select the Supervisor Districts layer ([example](#)).



Attend an Open House to learn more about redistricting, and how it affects your community.

Click here to check our calendar for Open House events in June and July!



Looking for the latest news and updates?

Click here to visit our Press Coverage page.

Yavapai County Administrator's Office
1015 Fair Street
Prescott, AZ 86305

Phone: (928) 771-3201

Fax: (928) 771-3257

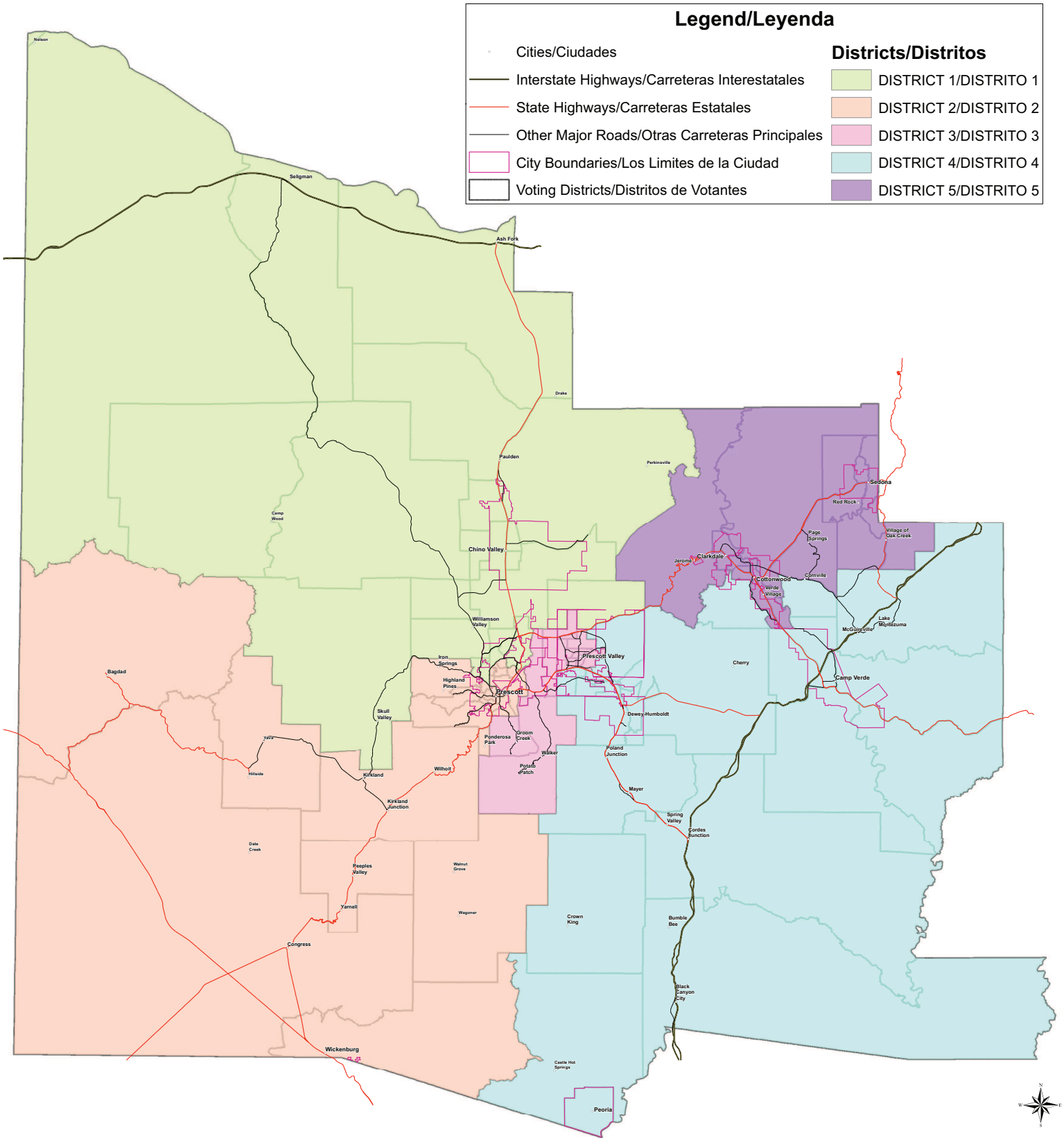
Email: [Use Contact Form](#)

ATTACHMENT “B”

Proposed Maps A-D

Supervisor Districts/Distritos de Supervisores

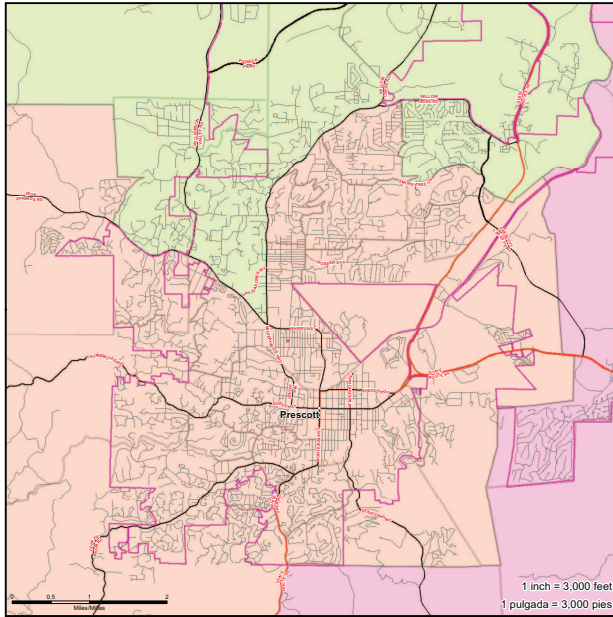
Map A/Mapa A



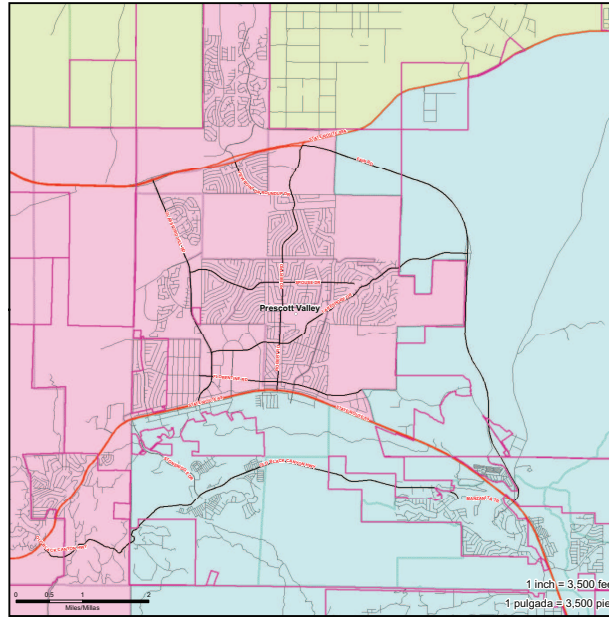
District/Distrito	Population/Poblacion	Deviation/Desviacion	% Deviation/% Desviacion	Sq Miles/Millas Cuadradas
District 1/Distrito 1	42,100	-107	-0.25%	3015
District 2/Distrito 2	41,490	-717	-1.70%	2265
District 3/Distrito 3	42,385	178	0.42%	129
District 4/Distrito 4	42,814	607	1.44%	2264
District 5/Distrito 5	42,244	37	0.09%	456

Yavapai County Supervisor Districts Map A/Yavapai County Distritos de Supervisores Mapa A

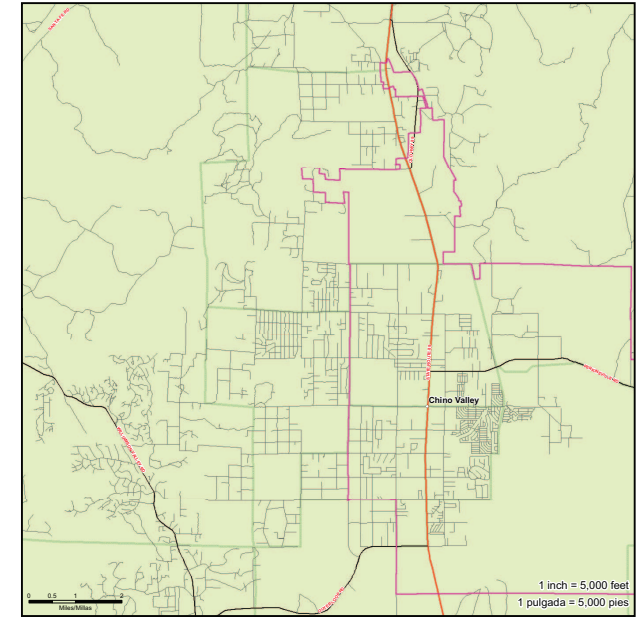
City Insets with Voting Districts/Inserciones de las Cidades



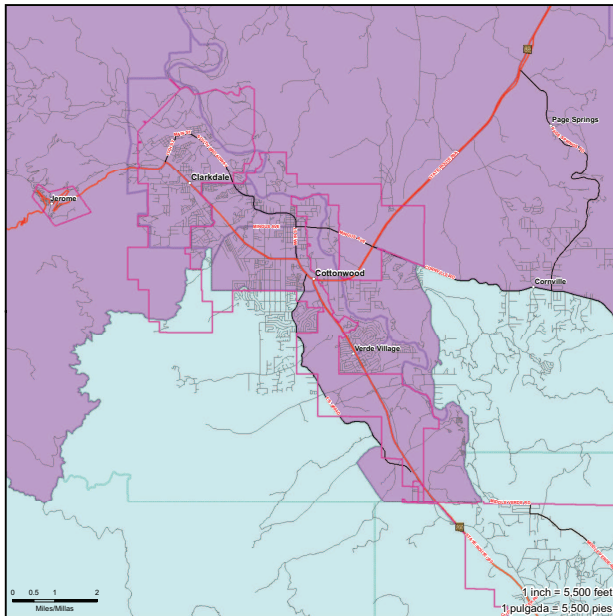
Prescott



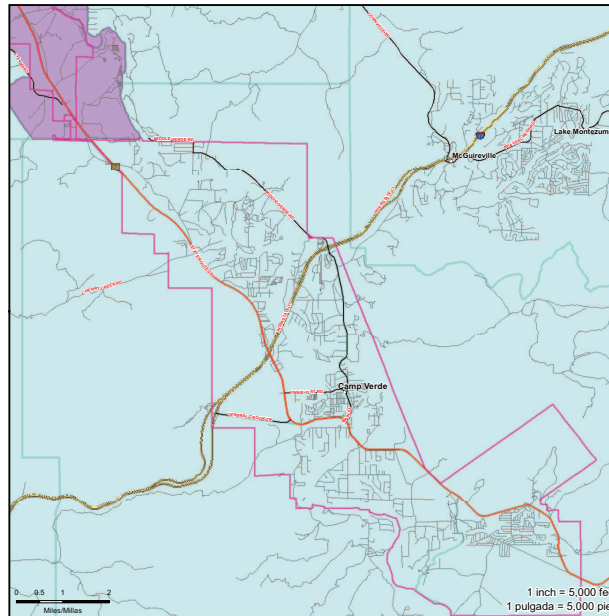
Prescott Valley



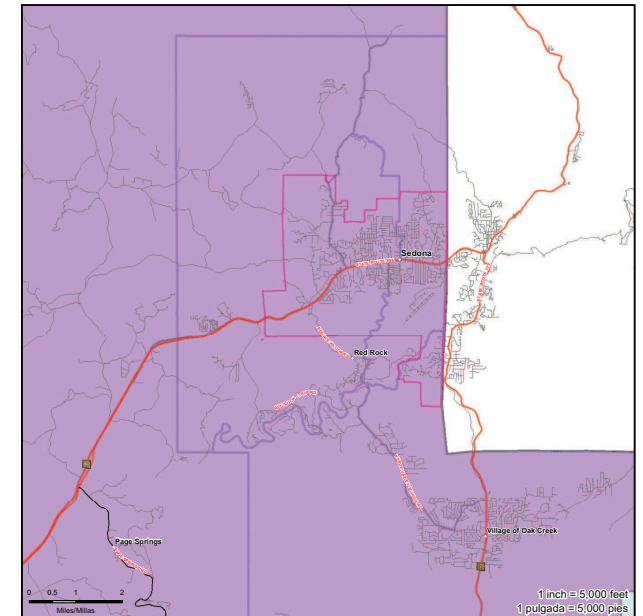
Chino Valley



Cottonwood/Clarkdale



Camp Verde

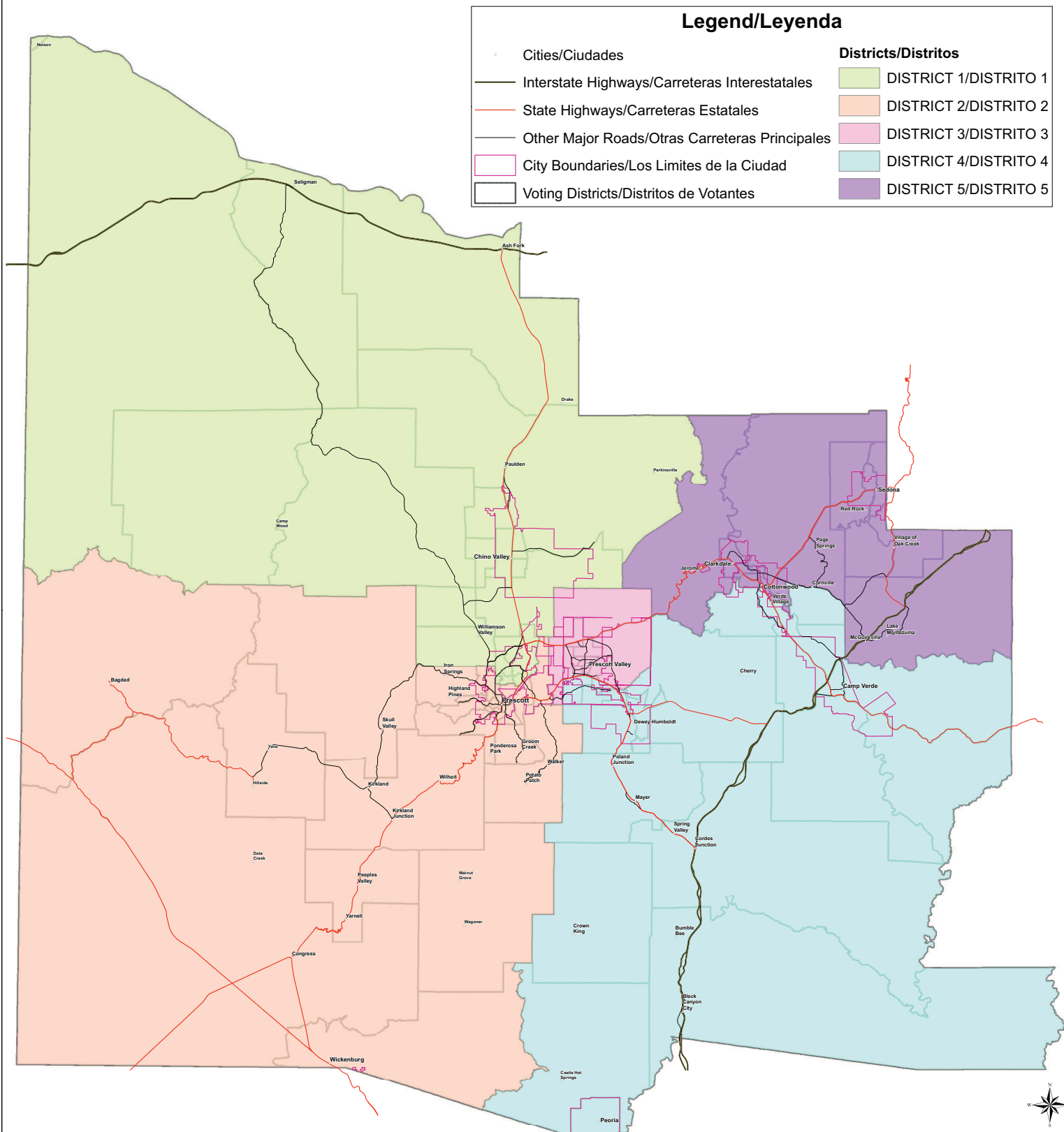


Sedona/Village of Oak Creek



Supervisor Districts/Distritos de Supervisores

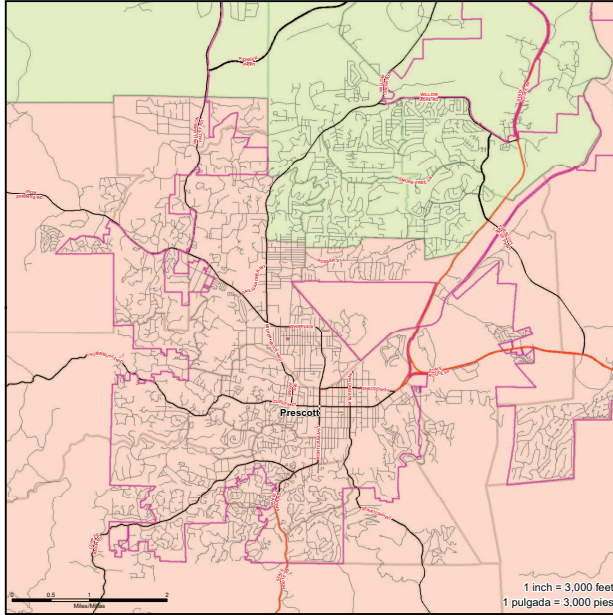
Map B/Mapa B



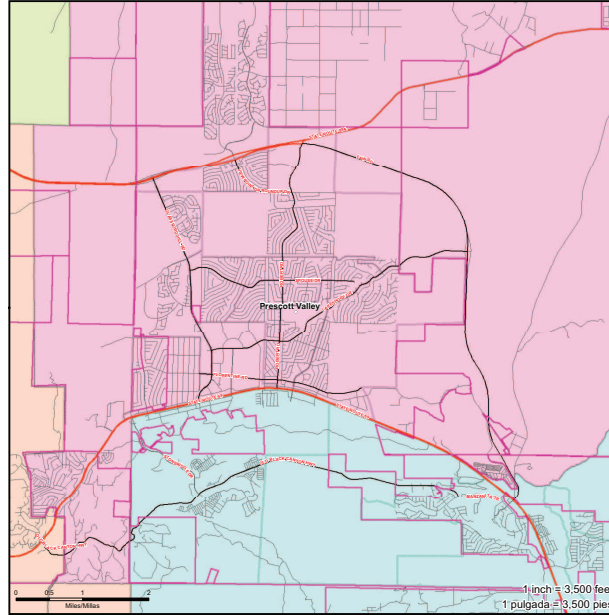
District/Distrito	Population/Poblacion	Deviation/Desviacion	% Deviation/% Desviacion	Sq Miles/Millas Cuadradas
District 1/Distrito 1	42,285	78	0.18%	2724
District 2/Distrito 2	42,418	211	0.5%	2616
District 3/Distrito 3	41,706	-501	-1.19%	99
District 4/Distrito 4	41,992	-215	-0.51%	2059
District 5/Distrito 5	42,632	425	1.01%	630

Yavapai County Supervisor Districts Map B/Yavapai County Distritos de Supervisores Mapa B

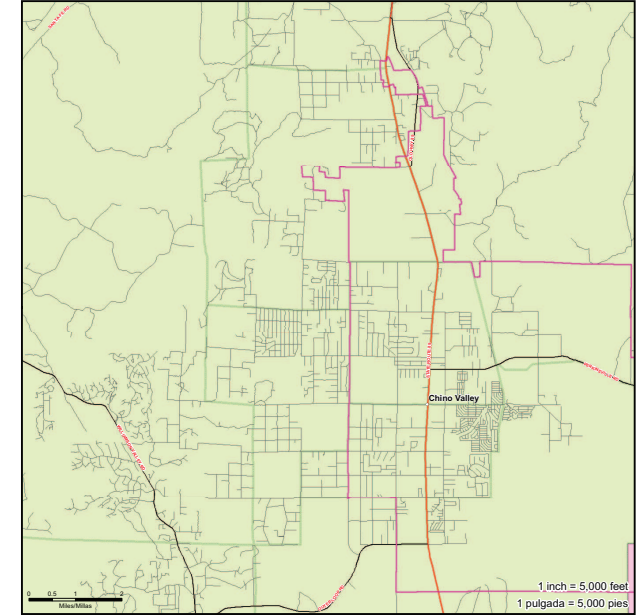
City Insets with Voting Districts/Inserciones de las Cidades



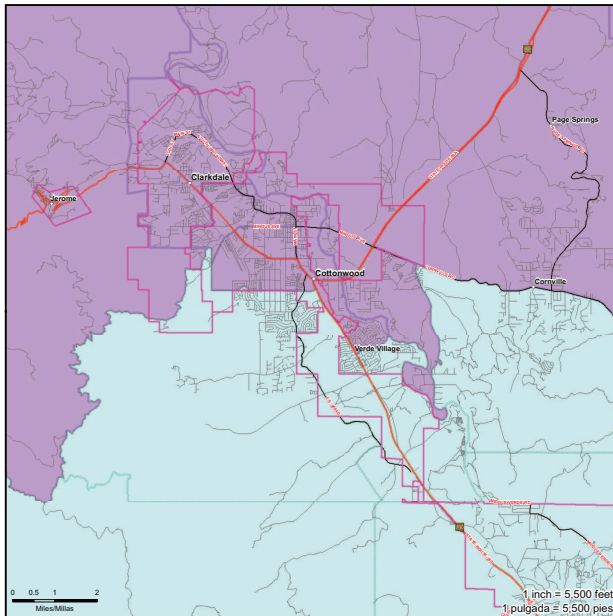
Prescott



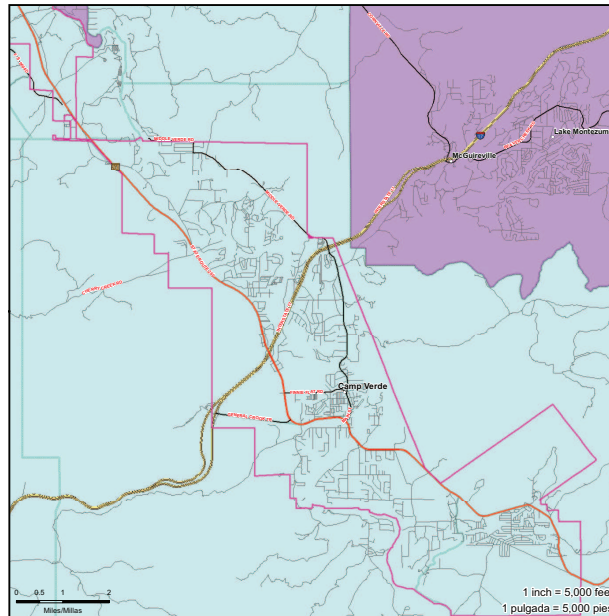
Prescott Valley



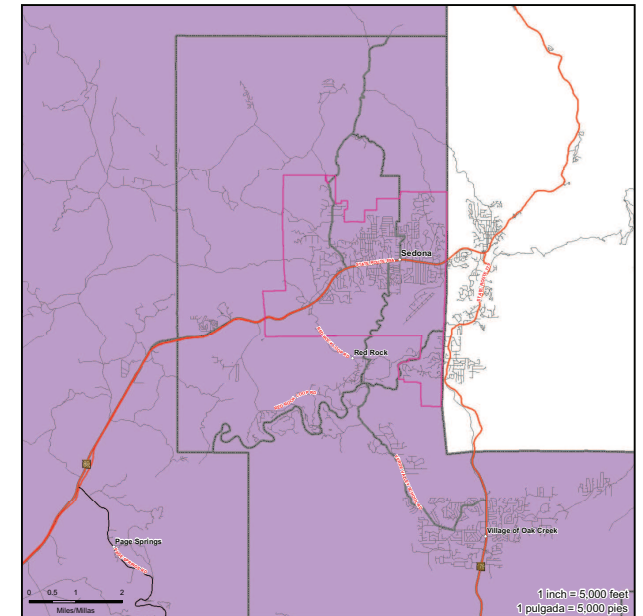
Chino Valley



Cottonwood/Clarkdale



Camp Verde

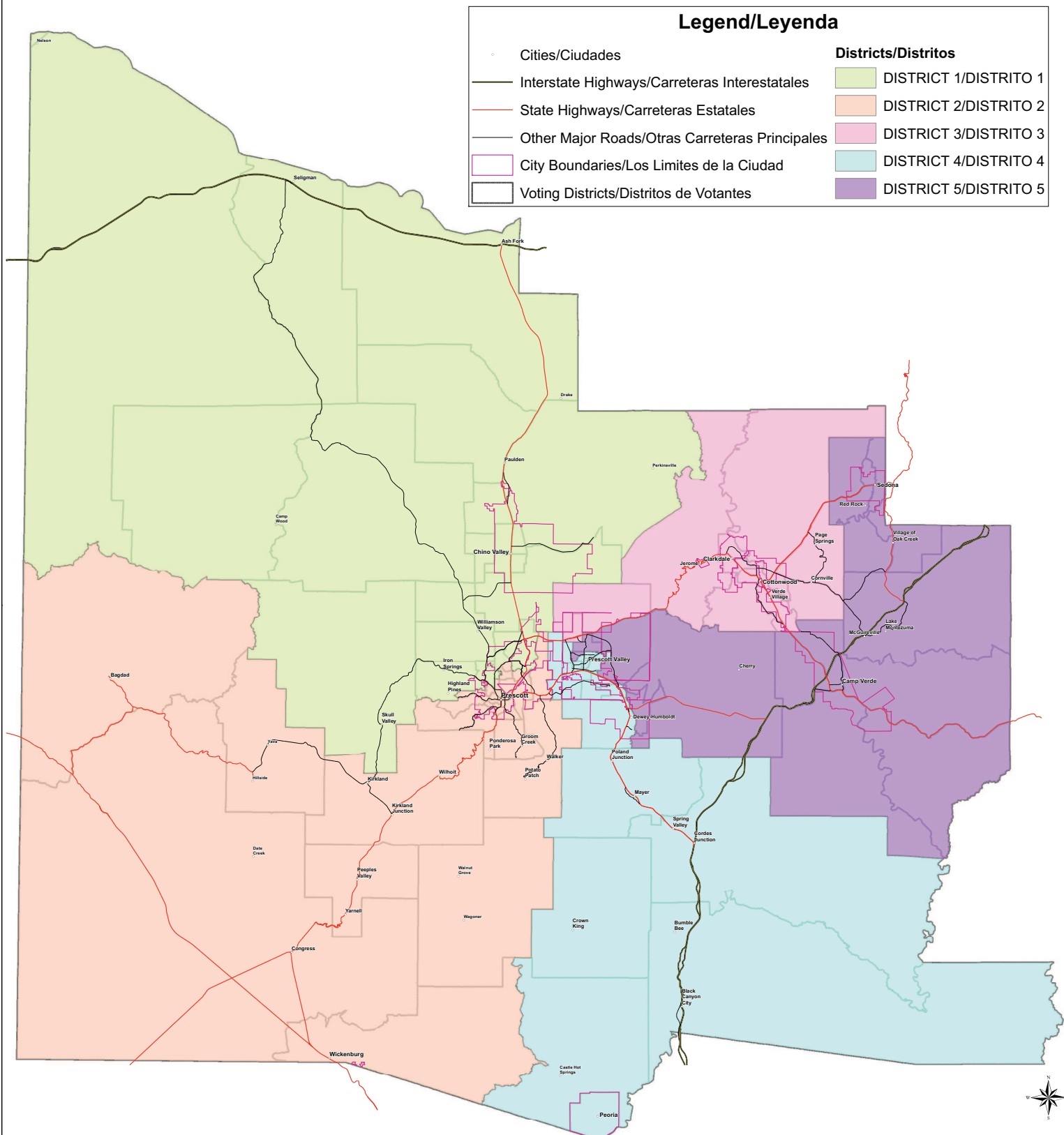


Sedona/Village of Oak Creek



Supervisor Districts/Distritos de Supervisores

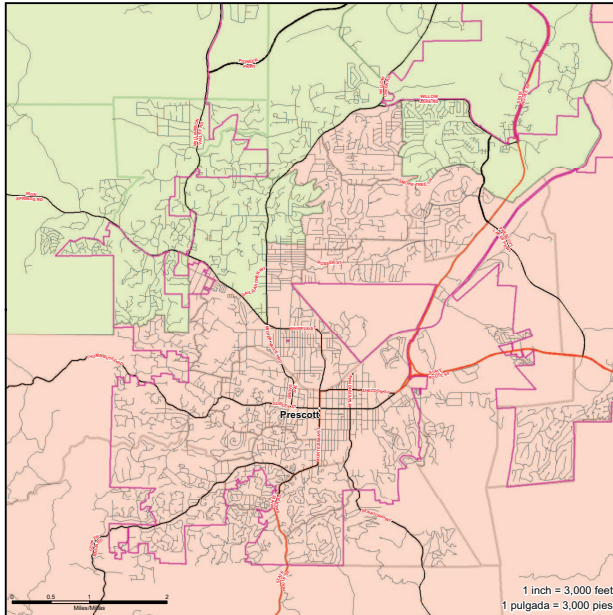
Map C/Mapa C



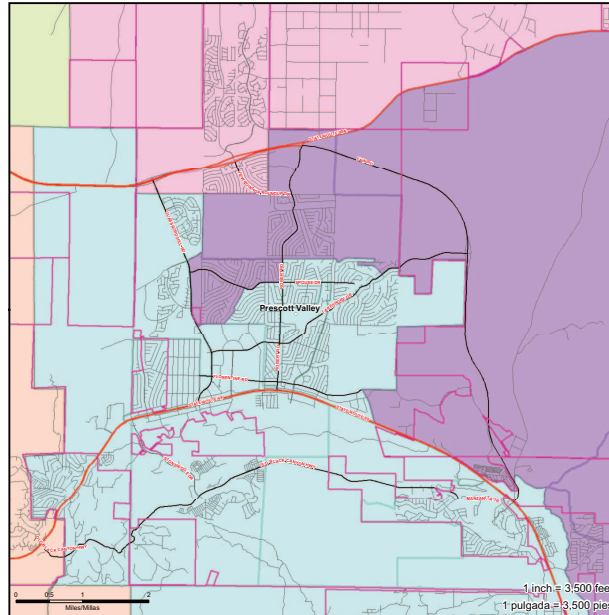
District/Distrito	Population/Poblacion	Deviation/Desviacion	% Deviation/% Desviacion	Sq Miles/Millas Cuadradas
District 1/Distrito 1	42,532	325	0.77%	2996
District 2/Distrito 2	42,171	-36	-0.09%	2342
District 3/Distrito 3	43,053	846	2.0%	452
District 4/Distrito 4	41,118	-1,089	-2.58%	1402
District 5/Distrito 5	42,159	-48	-0.11%	935

Yavapai County Supervisor Districts Map C/Yavapai County Distritos de Supervisores Mapa C

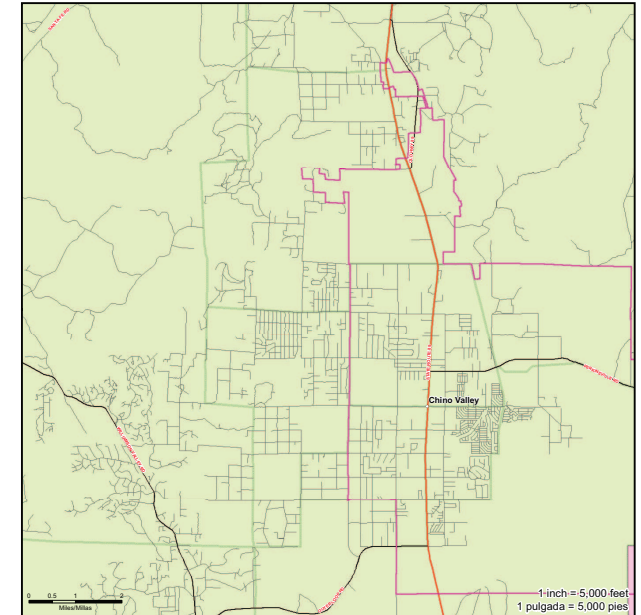
City Insets with Voting Districts/Inserciones de las Cuidades



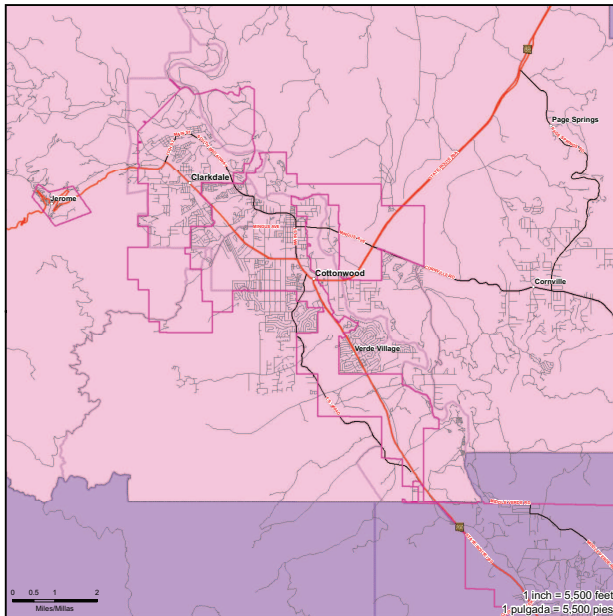
Prescott



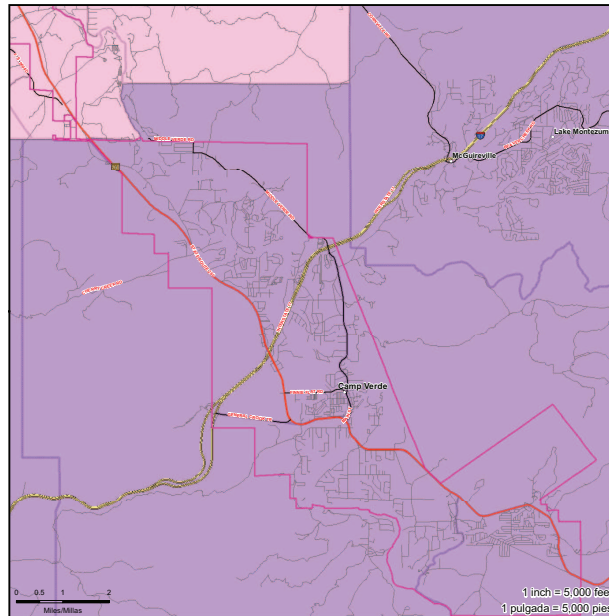
Prescott Valley



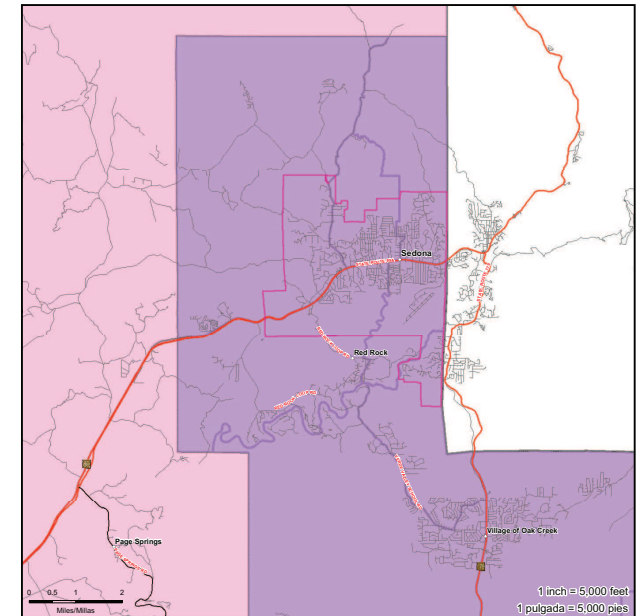
Chino Valley



Cottonwood/Clarkdale



Camp Verde

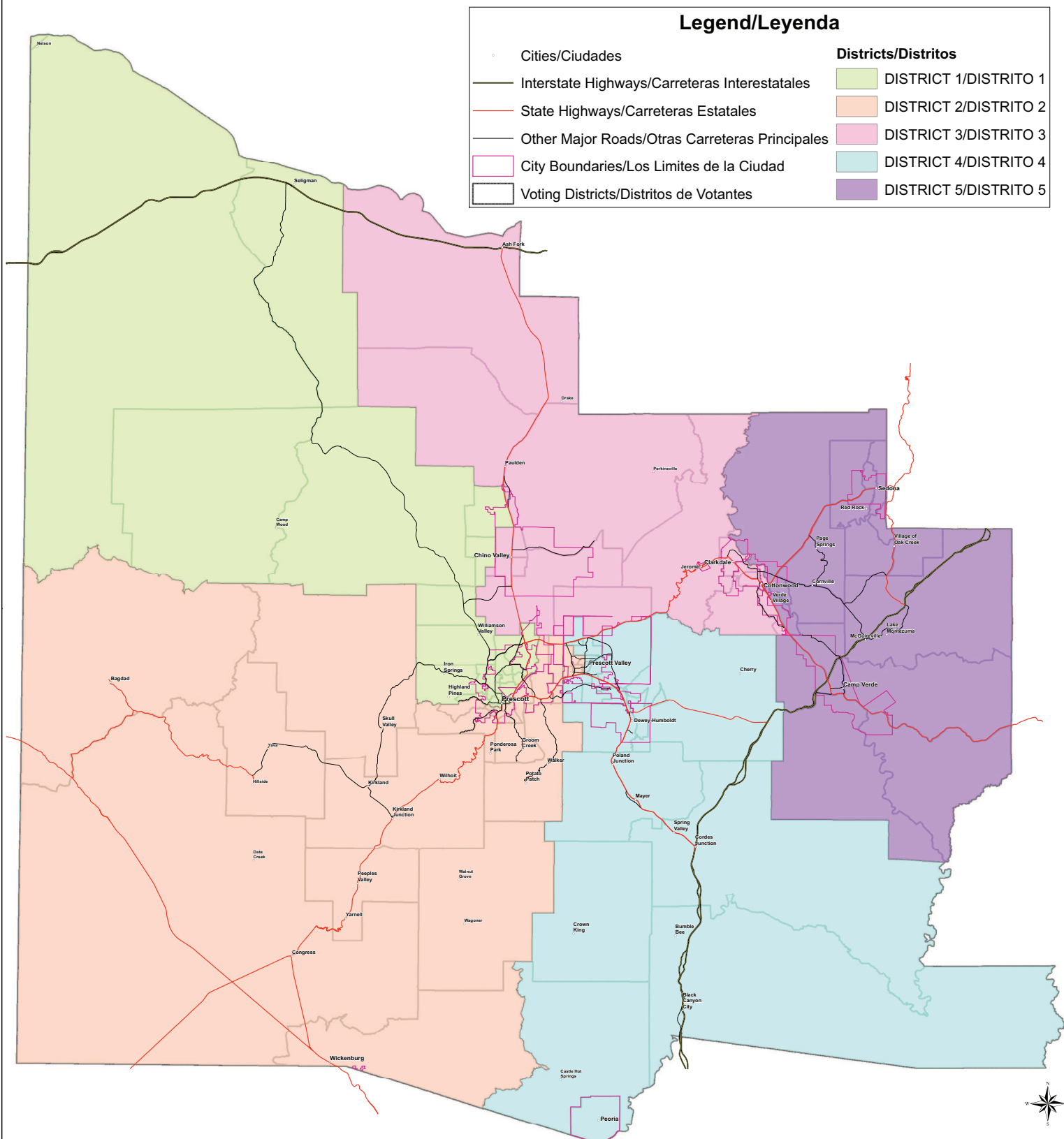


Sedona/Village of Oak Creek



Supervisor Districts/Distritos de Supervisores

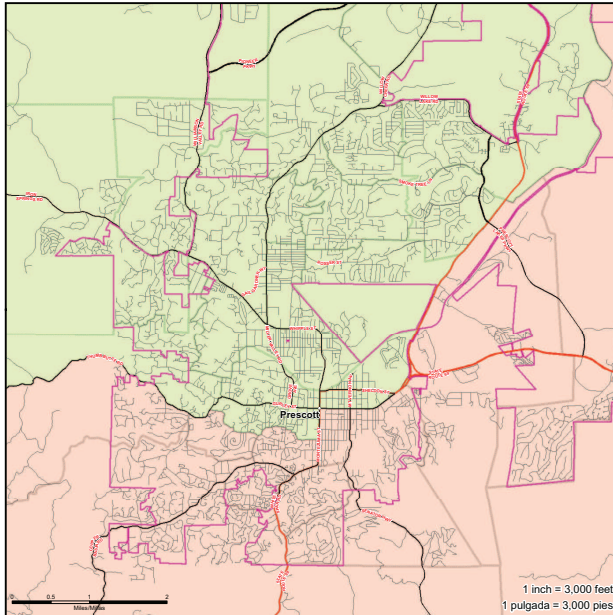
Map D/Mapa D



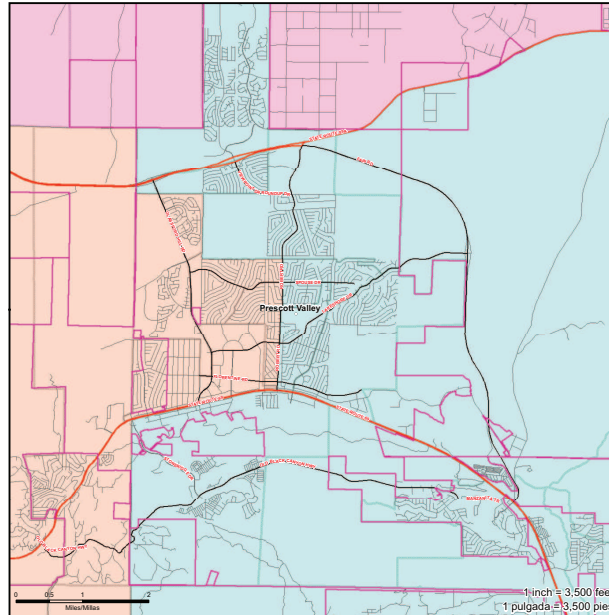
District/Distrito	Population/Poblacion	Deviation/Desviacion	% Deviation/% Desviacion	Sq Miles/Millas Cuadradas
District 1/Distrito 1	41,689	-518	-1.23%	1939
District 2/Distrito 2	42,332	125	0.3%	2596
District 3/Distrito 3	41,603	-604	-1.43%	1047
District 4/Distrito 4	43,165	958	2.27%	1615
District 5/Distrito 5	42,244	37	0.09%	933

Yavapai County Supervisor Districts Map D/Yavapai County Distritos de Supervisores Mapa D

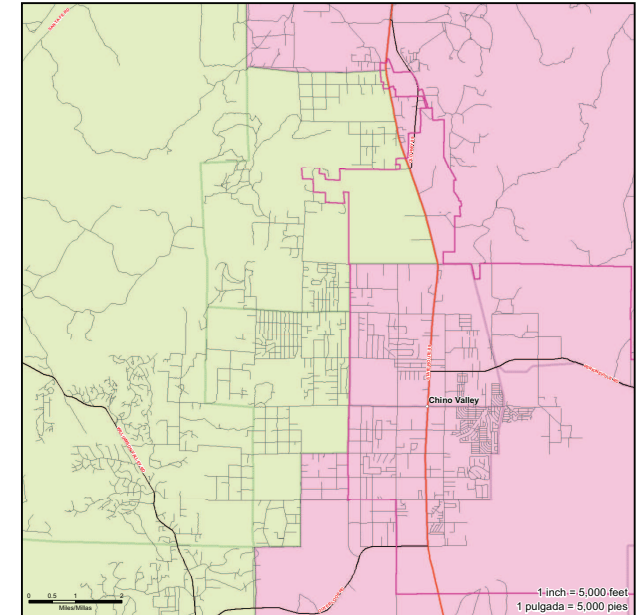
City Insets with Voting Districts/Inserciones de las Cuidades



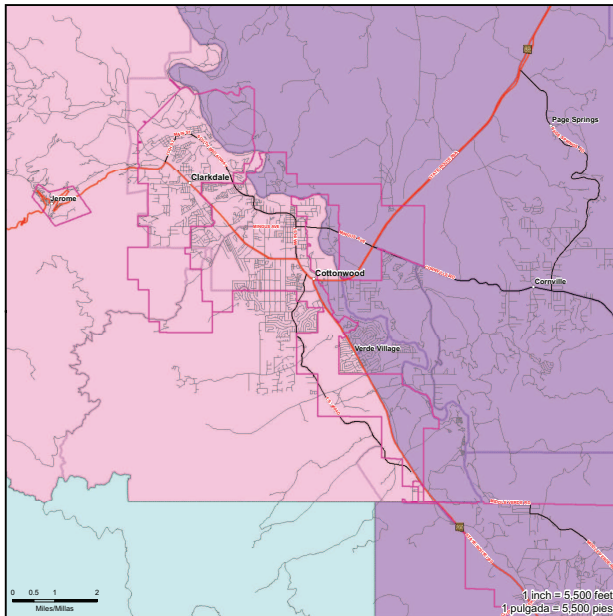
Prescott



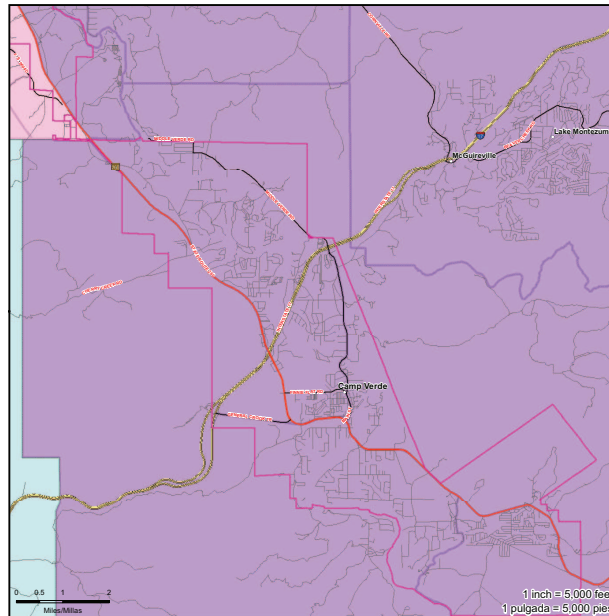
Prescott Valley



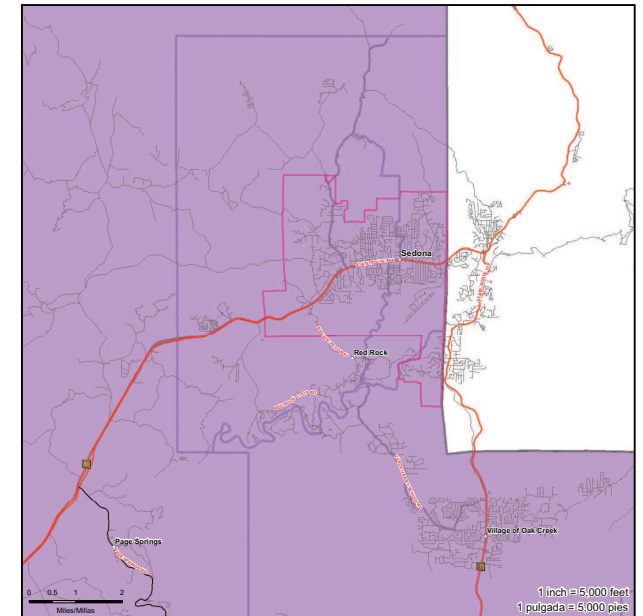
Chino Valley



Cottonwood/Clarkdale



Camp Verde



Sedona/Village of Oak Creek



ATTACHMENT "C"

Public Comment Form



Yavapai County Supervisorial Redistricting Proposed Map Public Comment Form

Please indicate below what you like and dislike about each of the four proposed maps. Submissions limited to one per person. Please be sure to include your name and address.

Name: _____

Address: _____

City/town: _____

MAP - A

What I like: _____

What I dislike: _____

MAP - B

What I like: _____

What I dislike: _____

MAP - C

What I like: _____

What I dislike: _____

MAP - D

What I like: _____

What I dislike: _____

To Submit:

- Fold document, add stamp and mail OR
- Fold form and deposit in the silver early voting drop boxes Locations of drop boxes:
County Buildings at 1015 Fair Street Prescott or 6th Street Cottonwood

Submit

ATTACHMENT "D"

2010 Census Data

2000 YAVAPAI COUNTY CENSUS POPULATION TOTAL 167,517		2010 YAVAPAI COUNTY CENSUS POPULATION TOTAL 211,033		
WESTERN YAVAPAI COUNTY		WESTERN YAVAPAI COUNTY		
CITY OF PRESCOTT	33,938	CITY OF PRESCOTT	39,843	17%
WILLIAMSON VALLEY AREA	2,907	WILLIAMSON VALLEY AREA	4,940	70%
MOUNTAIN CLUB AREA	888	MOUNTAIN CLUB AREA	1,090	23%
GROOM CREEK AREA	650	GROOM CREEK AREA	599	-8%
HIGHLAND PINES AREA	636	HIGHLAND PINES AREA	651	2%
PONDEROSA PARK AREA	300	PONDEROSA PARK AREA	355	18%
DIAMOND VALLEY AREA	1,318	DIAMOND VALLEY AREA	2,062	56%
YAVAPAI PRESCOTT TRIBE	182	YAVAPAI PRESCOTT TRIBE	192	5%
OTHER PRESCOTT VICINITY	5,042	OTHER PRESCOTT VICINITY	5064	0%
TOWN OF CHINO VALLEY	7,835	TOWN OF CHINO VALLEY	10,817	38%
PAULDEN	3,420	PAULDEN	5,231	53%
OTHER CHINO VALLEY VICINITY	4,092	OTHER CHINO VALLEY VICINITY	4,671	14%
TOWN OF PRESCOTT VALLEY	23,535	TOWN OF PRESCOTT VALLEY	38,822	65%
CASTLE CANYON MESA AREA	2,718	CASTLE CANYON MESA AREA	2,909	7%
PRESCOTT COUNTRY CLUB AREA	2,394	PRESCOTT COUNTRY CLUB AREA	2,693	12%
COYOTE SPRINGS	2,939	COYOTE SPRINGS	2,361	-20%
OTHER P.V. VICINITY	0	OTHER P.V. VICINITY	18	100%
DEWEY/HUMBOLDT AREA	3,556	TOWN OF DEWEY/HUMBOLDT	3,894	10%
MAYER AREA	1,408	MAYER AREA	1,497	6%
POLAND JUNCTION AREA	211	POLAND JUNCTION AREA	238	13%
SPRING VALLEY AREA	1,019	SPRING VALLEY AREA	1,148	13%
BLACK CANYON CITY AREA	2,697	BLACK CANYON CITY AREA	2,837	5%
CORDES LAKES AREA	2,058	CORDES LAKES AREA	2,633	28%
CROWN KING AREA	123	CROWN KING AREA	174	41%
BAGDAD AREA	1,578	BAGDAD AREA	1,876	19%
YARNELL AREA	645	YARNELL AREA	649	1%
HILLSIDE AREA	129	HILLSIDE AREA	96	-26%
CONGRESS AREA	1,717	CONGRESS AREA	1,975	15%
WILHOIT AREA	664	WILHOIT AREA	868	31%
KIRKLAND AREA	246	KIRKLAND AREA	204	-17%
SKULL VALLEY AREA	283	SKULL VALLEY AREA	433	53%
ASH FORK AREA	457	ASH FORK AREA (JUNIPERWOODS)	962	111%
SELIGMAN AREA	458	SELIGMAN AREA (BRIDGE CANYON)	798	74%
PEEPLER VALLEY AREA	374	PEEPLER VALLEY AREA	530	42%
WALKER AREA	67	WALKER AREA	212	216%
POTATO PATCH AREA	60	POTATO PATCH AREA	17	-72%
YAVA AREA	35	YAVA AREA	32	-9%
WAGONER AREA	29	WAGONER AREA	32	10%
KIRKLAND JUNCTION AREA	29	KIRKLAND JUNCTION AREA	19	-34%
CASTLE HOT SPRINGS AREA	21	CASTLE HOT SPRINGS AREA	44	110%
DRAKE AREA	14	DRAKE AREA	0	-100%
BUMBLE BEE AREA	14	BUMBLE BEE AREA	43	207%
CAMP WOOD AREA	12	CAMP WOOD AREA	40	233%
NELSON AREA	10	NELSON AREA	8	-20%
DATE CREEK AREA	8	DATE CREEK AREA	23	188%
WALNUT GROVE AREA	6	WALNUT GROVE AREA	40	567%
RURAL WESTERN YAVAPAI COUNTY	2,091	RURAL WESTERN YAVAPAI COUNTY	3072	47%
WESTERN YAVAPAI CO TOTAL	112,813	WESTERN YAVAPAI CO TOTAL	146,712	30%

<u>EASTERN YAVAPAI COUNTY</u>	
CITY OF COTTONWOOD	9,179
VERDE VILLAGE/BRIDGEPORT	10,610
TOWN OF CLARKDALE	3,422
CORNVILLE AREA	3,335
TOWN OF CAMP VERDE	9,451
LAKE MONTEZUMA AREA	3,344
CITY OF SEDONA (Y.C. SIDE ONLY)	7,229
VILLAGE OF OAK CREEK AREA	5,245
TOWN OF JEROME	329
CHERRY AREA	60
RED ROCK AREA	344
PAGE SPRINGS AREA	257
RURAL EASTERN YAVAPAI COUNTY	2,738
EASTERN YAVAPAI CO TOTAL	55,543

<u>EASTERN YAVAPAI COUNTY</u>		
CITY OF COTTONWOOD	11,265	23%
VERDE VILLAGE/BRIDGEPORT	13,483	27%
TOWN OF CLARKDALE	4,097	20%
CORNVILLE AREA	3,433	3%
TOWN OF CAMP VERDE	10,873	15%
LAKE MONTEZUMA AREA	4,706	41%
CITY OF SEDONA (Y.C. SIDE ONLY)	6,911	-4%
VILLAGE OF OAK CREEK AREA	6,147	17%
TOWN OF JEROME	444	35%
CHERRY AREA	75	25%
RED ROCK AREA	551	60%
PAGE SPRINGS AREA	306	19%
RURAL EASTERN YAVAPAI COUNTY	2,030	-26%
EASTERN YAVAPAI CO TOTAL	64,321	16%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
AGUA FRIA 1	86	31.0	1	1	2	MAYER	1	150	434	189.33%
AGUA FRIA 2	118	1.0	4	1	2	MAYER	1	436	480	10.09%
ANTELOPE	87	9.0	1	1	1	PRESCOTT	1	1534	1533	-0.07%
ASH FORK	43	329.0	1	1	1	SELIGMAN	1	858	1000	16.55%
BADGER	11	2.0	1	1	1	PRESCOTT	1	1442	1641	13.80%
BAGDAD	14	378.0	4	2	3	BAGDAD/YARNELL	1	1793	2130	18.80%
BEAVER CREEK	30	182.0	1	3	4	VERDE VALLEY	1	3431	4800	39.90%
BIG CHINO	92	156.0	1	1	1	PRESCOTT	1	2444	3755	53.64%
BIG PARK	34	5.0	1	3	4	VERDE VALLEY	1	1378	1395	1.23%
BRIDGEPORT	90	159.0	1	3	5	VERDE VALLEY	1	1747	2750	57.41%
CAMP VERDE 1	85	119.0	1	3	4	VERDE VALLEY	1	805	838	4.10%
CAMP VERDE 2	45	145.0	1	3	4	VERDE VALLEY	1	2258	2533	12.18%
CAMP WOOD 1	91	305.0	1	1	1	PRESCOTT	1	907	1679	85.12%
CAMP WOOD 2	98	322.0	4	1	1	PRESCOTT	1	37	41	10.81%
CANYON	46	481.0	4	2	4	MAYER	1	2761	2897	4.93%
CASTLE	97	2.0	1	2	2	PRESCOTT	1	4174	5043	20.82%
CASTLE HOT SPRINGS 1	15	182.0	4	2	4	MAYER	1	40	30	-25.00%
CASTLE HOT SPRINGS 2	2	22.0	4	2	4	MAYER	2	1	7	600.00%
CHERRY CREEK 1	108	180.0	1	1	2	MAYER	1	375	1135	202.67%
CHERRY CREEK 2	117	9.0	4	1	2	MAYER	1	1122	2633	134.67%
CHINO VALLEY 1	1	5.0	1	1	1	PRESCOTT	1	1854	2212	19.31%
CHINO VALLEY 2	66	5.0	1	1	1	PRESCOTT	1	1698	1982	16.73%
CLARKDALE	104	8.0	1	3	5	VERDE VALLEY	1	2110	2514	19.15%
CLEMENCEAU	36	2.0	1	3	5	VERDE VALLEY	1	2430	3080	26.75%
COFFEE POT	61	3.0	1	3	5	VERDE VALLEY	1	2567	2252	-12.27%
CONGRESS	16	1044.0	4	2	4	BAGDAD/YARNELL	1	1949	2167	11.19%
COPPER BASIN	18	0.0	1	2	3	PRESCOTT	1	1243	1280	2.98%
CORDES LAKES	48	373.0	4	2	4	MAYER	1	3302	4057	22.86%
CORNVILLE	40	36.0	1	3	5	VERDE VALLEY	1	2030	2039	0.44%
COTTONWOOD 1	37	2.0	1	3	5	VERDE VALLEY	1	2279	2256	-1.01%
COTTONWOOD 2	38	1.0	1	3	5	VERDE VALLEY	1	2554	2779	8.81%
COUGAR	57	3.0	1	1	1	PRESCOTT	1	2837	4193	47.80%
COUNTRY PARK	51	2.0	1	1	3	PRESCOTT	1	1319	1368	3.71%
COYOTE SPRINGS	114	45.0	1	1	2	PRESCOTT	1	702	2376	238.46%
CROWN KING	56	167.0	4	2	4	MAYER	1	176	197	11.93%
DEEP WELL	89	78.0	1	1	1	PRESCOTT	1	1370	1972	43.94%
DIAMOND VALLEY	88	21.0	1	1	1	PRESCOTT	1	1307	2517	92.58%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
DRAKE	95	241.0	1	1	1	PRESCOTT	1	640	986	54.06%
FIR	107	2.0	1	3	5	VERDE VALLEY	1	2501	3562	42.42%
GLASSFORD	31	1.0	1	2	2	PRESCOTT	1	2981	3500	17.41%
GRANITE	35	59.0	1	1	3	PRESCOTT	1	541	1654	205.73%
GRANVILLE	78	2.0	1	2	2	PRESCOTT	1	54	2615	4742.59%
GROOM CREEK	19	16.0	4	2	2	PRESCOTT	1	666	599	-10.06%
HIDDEN VALLEY	73	1.0	1	2	2	PRESCOTT	1	1015	956	-5.81%
HILLSIDE	20	124.0	4	2	3	BAGDAD/YARNELL	1	133	155	16.54%
HOLIDAY / WELLS FARGO	68	6.0	1	1	1	PRESCOTT	1	1366	1012	-25.92%
HORSESHOE	6	4.0	1	1	2	PRESCOTT	1	2313	2802	21.14%
HUMBOLDT	33	30.0	4	1	2	MAYER	1	2393	2627	9.78%
JACKS CANYON	76	22.0	1	3	4	VERDE VALLEY	1	2187	2661	21.67%
JEROME	39	136.0	1	3	5	VERDE VALLEY	1	395	504	27.59%
KIRKLAND	21	171.0	4	2	4	BAGDAD/YARNELL	1	855	1127	31.81%
LYNX CREEK	72	68.0	4	2	2	PRESCOTT	1	376	425	13.03%
MAYER	81	115.0	4	2	4	MAYER	1	1498	1620	8.14%
MIDDLE VERDE	54	18.0	1	3	4	VERDE VALLEY	1	2769	2719	-1.81%
MILE HIGH	71	1.0	1	1	1	PRESCOTT	1	754	1561	107.03%
MILLER VALLEY EAST	4	1.0	1	1	3	PRESCOTT	1	2221	2164	-2.57%
MILLER VALLEY WEST	5	2.0	1	1	3	PRESCOTT	1	1666	1120	-32.77%
MINGUS	55	1.0	1	3	5	VERDE VALLEY	1	1940	2225	14.69%
MONTANA	112	1.0	1	1	1	PRESCOTT	1	1181	1663	40.81%
MONTEZUMA	65	34.0	1	3	4	VERDE VALLEY	1	2154	3372	56.55%
MOUNTAIN CLUB	82	4.0	1	2	3	PRESCOTT	1	1481	1700	14.79%
MOUNTAIN VIEW	93	1.0	1	2	2	PRESCOTT	1	2753	3205	16.42%
NORTHSIDE	69	1.0	1	1	1	PRESCOTT	1	1922	1813	-5.67%
ORCHARD	77	8.0	1	3	5	VERDE VALLEY	1	1384	1683	21.60%
PERKINSVILLE	67	4.0	1	1	1	PRESCOTT	1	1434	1457	1.60%
PINE KNOLL	22	0.0	1	2	3	PRESCOTT	1	926	967	4.43%
PINE LAKES	58	24.0	1	1	3	PRESCOTT	1	1958	1976	0.92%
PINON OAKS	96	8.0	1	1	1	PRESCOTT	1	995	1935	94.47%
PONDEROSA	59	3.0	4	2	2	PRESCOTT	1	266	355	33.46%
PRESCOTT COUNTRY CLUB 1	50	6.0	1	2	2	MAYER	1	102	182	78.43%
PRESCOTT COUNTRY CLUB 2	119	3.0	4	2	2	MAYER	1	2394	2583	7.89%
PRESCOTT HEIGHTS	8	1.0	1	1	1	PRESCOTT	1	1436	832	-42.06%
PRESCOTT NORTHWEST	7	1.0	1	1	3	PRESCOTT	1	1102	1160	5.26%
PRESCOTT SOUTH	23	0.0	1	2	3	PRESCOTT	1	1334	1017	-23.76%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
PRESCOTT SOUTHWEST	25	16.0	1	2	3	PRESCOTT	1	998	1262	26.45%
PRESCOTT VALLEY 1 / NAVAJO	12	1.0	1	2	2	PRESCOTT	1	3578	4012	12.13%
PRESCOTT VALLEY 2	94	1.0	1	2	2	PRESCOTT	1	2818	3200	13.56%
PRESCOTT WEST	26	0.0	1	2	3	PRESCOTT	1	1574	1225	-22.17%
PRONGHORN VIEW	3	4.0	1	1	2	PRESCOTT	1	382	4661	1120.16%
QUAIL SPRINGS	105	28.0	1	3	5	VERDE VALLEY	1	2858	3456	20.92%
RED ROCK 1	41	7.0	1	3	4	VERDE VALLEY	1	1045	1403	34.26%
RED ROCK 2	42	11.0	1	3	5	VERDE VALLEY	1	1533	1476	-3.72%
RED ROCK EAST	60	3.0	1	3	4	VERDE VALLEY	1	1879	1758	-6.44%
RED ROCK WEST	79	23.0	1	3	5	VERDE VALLEY	1	915	977	6.78%
RINCON	17	191.0	4	2	4	BAGDAD/YARNELL	1	395	736	86.33%
ROSE LAKES	53	2.0	1	1	1	PRESCOTT	1	382	1318	245.03%
ROUND UP	52	4.0	1	2	2	PRESCOTT	1	3430	3757	9.53%
SANDRETTO	83	8.0	1	1	1	PRESCOTT	1	1691	1761	4.14%
SELIGMAN 1	44	200.0	1	1	1	SELIGMAN	1	500	514	2.80%
SELIGMAN 2	13	963.0	4	1	1	SELIGMAN	1	473	802	69.56%
SELIGMAN 3	120	1.0	2	1	1	SELIGMAN	2	0	0	0.00%
SENATOR	24	2.0	1	2	2	PRESCOTT	1	2121	2345	10.56%
SHADOW VALLEY	70	2.0	1	1	3	PRESCOTT	1	1172	1562	33.28%
SKULL VALLEY	27	252.0	4	1	3	PRESCOTT	1	457	609	33.26%
SPRUCE	74	30.0	1	1	1	PRESCOTT	1	1154	1900	64.64%
STONERIDGE	49	8.0	1	2	2	PRESCOTT	1	491	2262	360.69%
SUGAR LOAF	115	21.0	1	3	5	VERDE VALLEY	1	1553	1954	25.82%
SUPERSTITION	75	3.0	1	2	2	PRESCOTT	1	3060	3584	17.12%
TAYLOR HICKS	32	1.0	1	1	1	PRESCOTT	1	1160	2287	97.16%
THUMB BUTTE / DEARING PARK	62	6.0	1	1	3	PRESCOTT	1	1449	1690	16.63%
VERDE LAKES	47	114.0	1	3	4	VERDE VALLEY	1	1983	1998	0.76%
VERDE VILLAGE	63	5.0	1	3	5	VERDE VALLEY	1	2363	2390	1.14%
WALNUT GROVE	28	201.0	4	2	4	BAGDAD/YARNELL	1	60	60	0.00%
WEST CHINO	116	30.0	1	1	1	PRESCOTT	1	1844	2512	36.23%
WESTERN	103	5.0	1	3	5	VERDE VALLEY	1	1682	2022	20.21%
WHIPPLE	9	1.0	1	1	3	PRESCOTT	1	1457	1371	-5.90%
WHITE SPAR	84	1.0	1	2	2	PRESCOTT	1	1150	1218	5.91%
WILD HORSE	109	24.0	1	3	4	VERDE VALLEY	1	2212	2518	13.83%
WILLIAMSON VALLEY	10	59.0	1	1	3	PRESCOTT	1	2014	2116	5.06%
WILLOW	80	2.0	1	1	1	PRESCOTT	1	1000	2181	118.10%
YARNELL	29	83.0	4	2	4	BAGDAD/YARNELL	1	1119	1182	5.63%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
YAVAPAI HILLS	64	21.0	1	1	1	PRESCOTT	1	2059	2465	19.72%
TOTAL POPULATION								167517	211033	25.98%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
AGUA FRIA 1	86	31.0	1	1	2	MAYER	1	150	434	189.33%
AGUA FRIA 2	118	1.0	4	1	2	MAYER	1	436	480	10.09%
ANTELOPE	87	9.0	1	1	1	PRESCOTT	1	1534	1533	-0.07%
ASH FORK	43	329.0	1	1	1	SELIGMAN	1	858	1000	16.55%
BADGER	11	2.0	1	1	1	PRESCOTT	1	1442	1641	13.80%
BIG CHINO	92	156.0	1	1	1	PRESCOTT	1	2444	3755	53.64%
CAMP WOOD 1	91	305.0	1	1	1	PRESCOTT	1	907	1679	85.12%
CAMP WOOD 2	98	322.0	4	1	1	PRESCOTT	1	37	41	10.81%
CHERRY CREEK 1	108	180.0	1	1	2	MAYER	1	375	1135	202.67%
CHERRY CREEK 2	117	9.0	4	1	2	MAYER	1	1122	2633	134.67%
CHINO VALLEY 1	1	5.0	1	1	1	PRESCOTT	1	1854	2212	19.31%
CHINO VALLEY 2	66	5.0	1	1	1	PRESCOTT	1	1698	1982	16.73%
COUGAR	57	3.0	1	1	1	PRESCOTT	1	2837	4193	47.80%
COUNTRY PARK	51	2.0	1	1	3	PRESCOTT	1	1319	1368	3.71%
COYOTE SPRINGS	114	45.0	1	1	2	PRESCOTT	1	702	2376	238.46%
DEEP WELL	89	78.0	1	1	1	PRESCOTT	1	1370	1972	43.94%
DIAMOND VALLEY	88	21.0	1	1	1	PRESCOTT	1	1307	2517	92.58%
DRAKE	95	241.0	1	1	1	PRESCOTT	1	640	986	54.06%
GRANITE	35	59.0	1	1	3	PRESCOTT	1	541	1654	205.73%
HOLIDAY / WELLS FARGO	68	6.0	1	1	1	PRESCOTT	1	1366	1012	-25.92%
HORSESHOE	6	4.0	1	1	2	PRESCOTT	1	2313	2802	21.14%
HUMBOLDT	33	30.0	4	1	2	MAYER	1	2393	2627	9.78%
MILE HIGH	71	1.0	1	1	1	PRESCOTT	1	754	1561	107.03%
MILLER VALLEY EAST	4	1.0	1	1	3	PRESCOTT	1	2221	2164	-2.57%
MILLER VALLEY WEST	5	2.0	1	1	3	PRESCOTT	1	1666	1120	-32.77%
MONTANA	112	1.0	1	1	1	PRESCOTT	1	1181	1663	40.81%
NORTHSIDE	69	1.0	1	1	1	PRESCOTT	1	1922	1813	-5.67%
PERKINSVILLE	67	4.0	1	1	1	PRESCOTT	1	1434	1457	1.60%
PINE LAKES	58	24.0	1	1	3	PRESCOTT	1	1958	1976	0.92%
PINON OAKS	96	8.0	1	1	1	PRESCOTT	1	995	1935	94.47%
PRESCOTT HEIGHTS	8	1.0	1	1	1	PRESCOTT	1	1436	832	-42.06%
PRESCOTT NORTHWEST	7	1.0	1	1	3	PRESCOTT	1	1102	1160	5.26%
PRONGHORN VIEW	3	4.0	1	1	2	PRESCOTT	1	382	4661	1120.16%
ROSE LAKES	53	2.0	1	1	1	PRESCOTT	1	382	1318	245.03%
SANDRETTO	83	8.0	1	1	1	PRESCOTT	1	1691	1761	4.14%
SELIGMAN 1	44	200.0	1	1	1	SELIGMAN	1	500	514	2.80%
SELIGMAN 2	13	963.0	4	1	1	SELIGMAN	1	473	802	69.56%

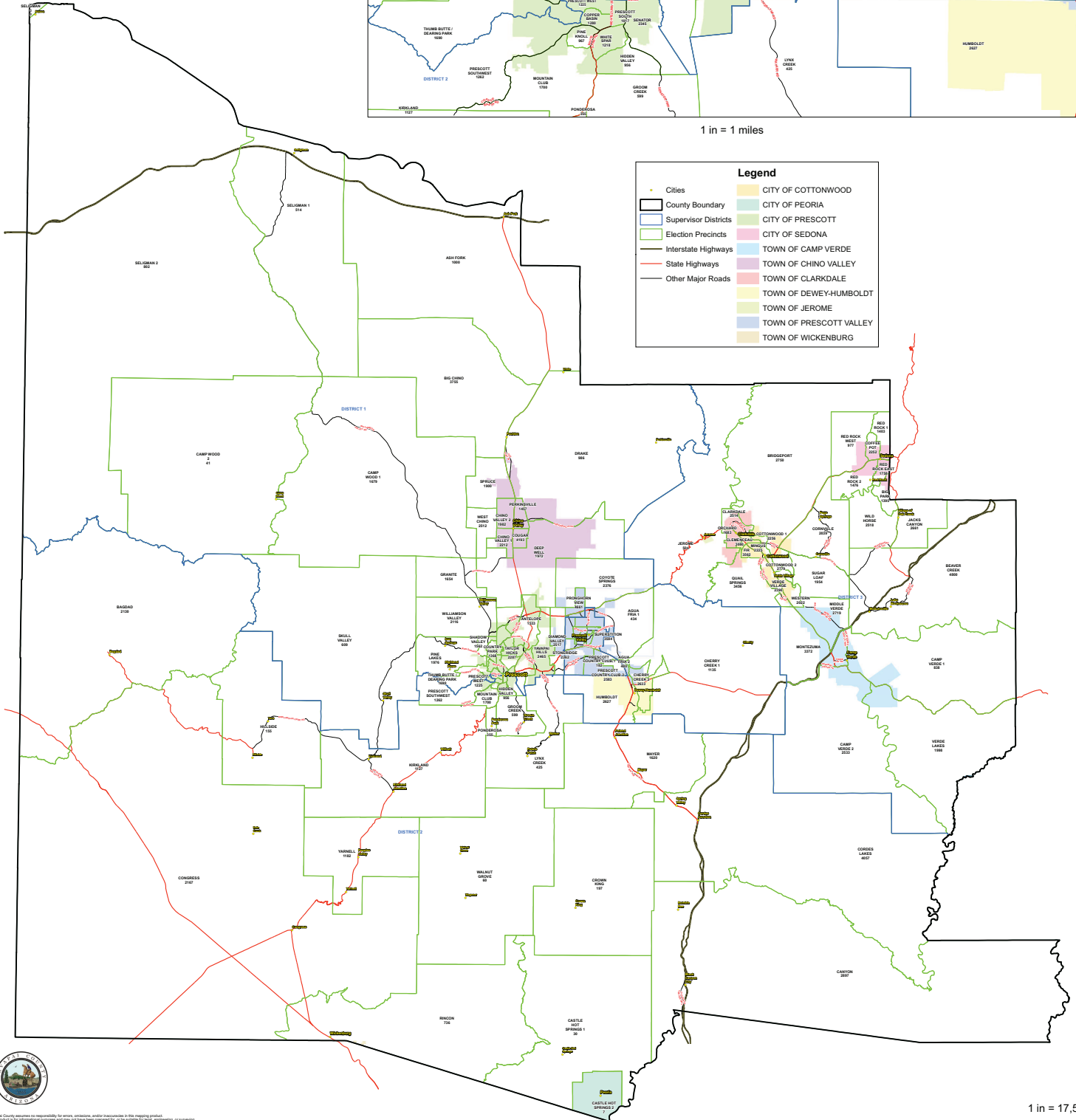
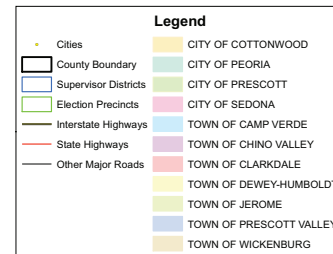
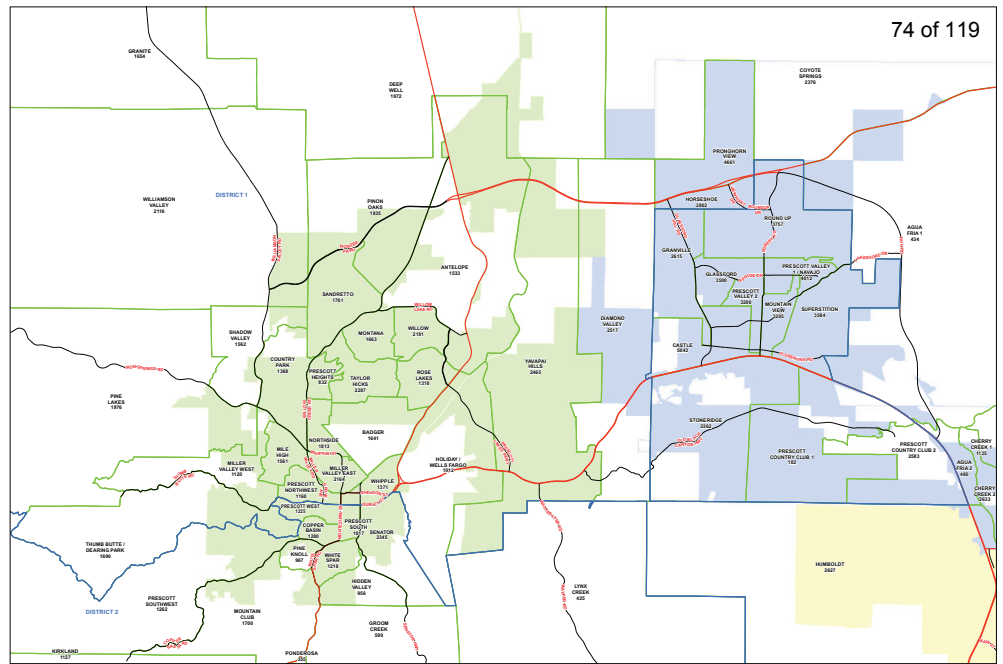
PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
SELIGMAN 3	120	1.0	2	1	1	SELIGMAN	2	0	0	0.00%
SHADOW VALLEY	70	2.0	1	1	3	PRESCOTT	1	1172	1562	33.28%
SKULL VALLEY	27	252.0	4	1	3	PRESCOTT	1	457	609	33.26%
SPRUCE	74	30.0	1	1	1	PRESCOTT	1	1154	1900	64.64%
TAYLOR HICKS	32	1.0	1	1	1	PRESCOTT	1	1160	2287	97.16%
THUMB BUTTE / DEARING PARK	62	6.0	1	1	3	PRESCOTT	1	1449	1690	16.63%
WEST CHINO	116	30.0	1	1	1	PRESCOTT	1	1844	2512	36.23%
WHIPPLE	9	1.0	1	1	3	PRESCOTT	1	1457	1371	-5.90%
WILLIAMSON VALLEY	10	59.0	1	1	3	PRESCOTT	1	2014	2116	5.06%
WILLOW	80	2.0	1	1	1	PRESCOTT	1	1000	2181	118.10%
YAVAPAI HILLS	64	21.0	1	1	1	PRESCOTT	1	2059	2465	19.72%
BAGDAD	14	378.0	4	2	3	BAGDAD/YARNELL	1	1793	2130	18.80%
CANYON	46	481.0	4	2	4	MAYER	1	2761	2897	4.93%
CASTLE	97	2.0	1	2	2	PRESCOTT	1	4174	5043	20.82%
CASTLE HOT SPRINGS 1	15	182.0	4	2	4	MAYER	1	40	30	-25.00%
CASTLE HOT SPRINGS 2	2	22.0	4	2	4	MAYER	2	1	7	600.00%
CONGRESS	16	1044.0	4	2	4	BAGDAD/YARNELL	1	1949	2167	11.19%
COPPER BASIN	18	0.0	1	2	3	PRESCOTT	1	1243	1280	2.98%
CORDES LAKES	48	373.0	4	2	4	MAYER	1	3302	4057	22.86%
CROWN KING	56	167.0	4	2	4	MAYER	1	176	197	11.93%
GLASSFORD	31	1.0	1	2	2	PRESCOTT	1	2981	3500	17.41%
GRANVILLE	78	2.0	1	2	2	PRESCOTT	1	54	2615	4742.59%
GROOM CREEK	19	16.0	4	2	2	PRESCOTT	1	666	599	-10.06%
HIDDEN VALLEY	73	1.0	1	2	2	PRESCOTT	1	1015	956	-5.81%
HILLSIDE	20	124.0	4	2	3	BAGDAD/YARNELL	1	133	155	16.54%
KIRKLAND	21	171.0	4	2	4	BAGDAD/YARNELL	1	855	1127	31.81%
LYNX CREEK	72	68.0	4	2	2	PRESCOTT	1	376	425	13.03%
MAYER	81	115.0	4	2	4	MAYER	1	1498	1620	8.14%
MOUNTAIN CLUB	82	4.0	1	2	3	PRESCOTT	1	1481	1700	14.79%
MOUNTAIN VIEW	93	1.0	1	2	2	PRESCOTT	1	2753	3205	16.42%
PINE KNOLL	22	0.0	1	2	3	PRESCOTT	1	926	967	4.43%
PONDEROSA	59	3.0	4	2	2	PRESCOTT	1	266	355	33.46%
PRESCOTT COUNTRY CLUB 1	50	6.0	1	2	2	MAYER	1	102	182	78.43%
PRESCOTT COUNTRY CLUB 2	119	3.0	4	2	2	MAYER	1	2394	2583	7.89%
PRESCOTT SOUTH	23	0.0	1	2	3	PRESCOTT	1	1334	1017	-23.76%
PRESCOTT SOUTHWEST	25	16.0	1	2	3	PRESCOTT	1	998	1262	26.45%
PRESCOTT VALLEY 1 / NAVAJO	12	1.0	1	2	2	PRESCOTT	1	3578	4012	12.13%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
PRESCOTT VALLEY 2	94	1.0	1	2	2	PRESCOTT	1	2818	3200	13.56%
PRESCOTT WEST	26	0.0	1	2	3	PRESCOTT	1	1574	1225	-22.17%
RINCON	17	191.0	4	2	4	BAGDAD/YARNELL	1	395	736	86.33%
ROUND UP	52	4.0	1	2	2	PRESCOTT	1	3430	3757	9.53%
SENATOR	24	2.0	1	2	2	PRESCOTT	1	2121	2345	10.56%
STONERIDGE	49	8.0	1	2	2	PRESCOTT	1	491	2262	360.69%
SUPERSTITION	75	3.0	1	2	2	PRESCOTT	1	3060	3584	17.12%
WALNUT GROVE	28	201.0	4	2	4	BAGDAD/YARNELL	1	60	60	0.00%
WHITE SPAR	84	1.0	1	2	2	PRESCOTT	1	1150	1218	5.91%
YARNELL	29	83.0	4	2	4	BAGDAD/YARNELL	1	1119	1182	5.63%
BEAVER CREEK	30	182.0	1	3	4	VERDE VALLEY	1	3431	4800	39.90%
BIG PARK	34	5.0	1	3	4	VERDE VALLEY	1	1378	1395	1.23%
BRIDGEPORT	90	159.0	1	3	5	VERDE VALLEY	1	1747	2750	57.41%
CAMP VERDE 1	85	119.0	1	3	4	VERDE VALLEY	1	805	838	4.10%
CAMP VERDE 2	45	145.0	1	3	4	VERDE VALLEY	1	2258	2533	12.18%
CLARKDALE	104	8.0	1	3	5	VERDE VALLEY	1	2110	2514	19.15%
CLEMENCEAU	36	2.0	1	3	5	VERDE VALLEY	1	2430	3080	26.75%
COFFEE POT	61	3.0	1	3	5	VERDE VALLEY	1	2567	2252	-12.27%
CORNVILLE	40	36.0	1	3	5	VERDE VALLEY	1	2030	2039	0.44%
COTTONWOOD 1	37	2.0	1	3	5	VERDE VALLEY	1	2279	2256	-1.01%
COTTONWOOD 2	38	1.0	1	3	5	VERDE VALLEY	1	2554	2779	8.81%
FIR	107	2.0	1	3	5	VERDE VALLEY	1	2501	3562	42.42%
JACKS CANYON	76	22.0	1	3	4	VERDE VALLEY	1	2187	2661	21.67%
JEROME	39	136.0	1	3	5	VERDE VALLEY	1	395	504	27.59%
MIDDLE VERDE	54	18.0	1	3	4	VERDE VALLEY	1	2769	2719	-1.81%
MINGUS	55	1.0	1	3	5	VERDE VALLEY	1	1940	2225	14.69%
MONTEZUMA	65	34.0	1	3	4	VERDE VALLEY	1	2154	3372	56.55%
ORCHARD	77	8.0	1	3	5	VERDE VALLEY	1	1384	1683	21.60%
QUAIL SPRINGS	105	28.0	1	3	5	VERDE VALLEY	1	2858	3456	20.92%
RED ROCK 1	41	7.0	1	3	4	VERDE VALLEY	1	1045	1403	34.26%
RED ROCK 2	42	11.0	1	3	5	VERDE VALLEY	1	1533	1476	-3.72%
RED ROCK EAST	60	3.0	1	3	4	VERDE VALLEY	1	1879	1758	-6.44%
RED ROCK WEST	79	23.0	1	3	5	VERDE VALLEY	1	915	977	6.78%
SUGAR LOAF	115	21.0	1	3	5	VERDE VALLEY	1	1553	1954	25.82%
VERDE LAKES	47	114.0	1	3	4	VERDE VALLEY	1	1983	1998	0.76%
VERDE VILLAGE	63	5.0	1	3	5	VERDE VALLEY	1	2363	2390	1.14%
WESTERN	103	5.0	1	3	5	VERDE VALLEY	1	1682	2022	20.21%

PRECINCT	PREC_NUM	SQ_MILES	LEG_DIST	SUPER_DIST	COLL_DIST	JP_DIST	CONG_DIST	POP2000	POP2010	CHANGE
WILD HORSE	109	24.0	1	3	4	VERDE VALLEY	1	2212	2518	13.83%
TOTAL POPULATION								167517	211033	25.98%

2010 Yavapai County Election Precincts with Population

74 of 119



ATTACHMENT “E”

Redistricting Process Timeline

Yavapai County Supervisor Redistricting

Open Houses to provide information and obtain public input; 2010 Census data received

Last day for 1st phase public input

Staff creates alternate redistricting plans

Open Houses to present alternate plans and obtain public input

Last day for public input on the proposed maps

Board of Supervisors votes to select district map; Map submitted to Department of Justice

Anticipated receipt of Department of Justice approval

Primary Election

General Election

New 5 member board takes office



Attend an Open House to learn more about redistricting, and how it affects your community.

Click here to check our calendar for Open House events in June and July!



Looking for the latest news and updates?

Click here to visit our Press Coverage page.

Yavapai County Administrator's Office
1015 Fair Street
Prescott, AZ 86305

 **Phone:** (928) 771-3201

 **Fax:** (928) 771-3257

 **Email:** [Use Contact Form](#)

Yavapai County Supervisor Redistricting

Model Creek School
07/12/2011, 4:00pm - 6:00pm
[more information](#)

NAU - Prescott Valley Campus
07/13/2011, 4:00pm - 6:00pm
[more information](#)

Cordes Lakes Community Center
07/14/2011, 7:00pm
[more information](#)

Village of Oak Creek Association Clubhouse
07/19/2011, 4:00pm - 6:00pm
[more information](#)

The Villages at Lynx Creek
07/20/2011, 4:00pm - 6:00pm
[more information](#)



Attend an Open House to learn more about redistricting, and how it affects your community.

Click here to check our calendar for Open House events in June and July!



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 *Email:* [Use Contact Form](#)

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: 7/26/2011 TIME: 6:00PM

SUBMITTING DEPARTMENT: Town Manager's Office, Management Information Systems

CONTACT PERSON: Spencer Guest PHONE: 928-636-2646 x 172

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
Length of Staff
☒ Action-Presentation ☐ Action ☐ Executive Presentation: 10 min.

ITEM LOCATION:

Phone System that will be located at the 1020 W. Palomino building and will service every department utilizing the Town's computer network connections.

PROPOSED AGENDA ITEM:

Consideration and possible action to approve (1) the purchase of an Avaya IP Office 500 Communications System including all hardware, software, licensing in an amount not to exceed \$114,911 and (2) a professional services agreement with Four D LLC for installation services in an amount not to exceed \$16,550.

FY2011/2012
(see funding
section below)

FISCAL IMPACT? Yes If Yes, Budget Code: _____ Available: \$ 131,461

FUNDING:

Funds to come from the following:

\$ 33,244. Police Impact Fee Fund 11-60-5470
\$ 12,539. Library Impact Fee Fund 12-64-5470
\$ 6,371. Parks & Recreation Impact Fee Fund 13-63-5470
\$ 24,524. General Government Impact Fee Fund 14-84-5470
\$ 3,185. Roads Impact Fee Fund 15-78-5470
\$ 11,616. Special Revenue Fund – Court 09-45-5425
\$ 3,186. Water Enterprise Fund 04-82-5380
\$ 3,185. Sewer Enterprise Fund 06-83-5380
\$ 33,611. General Fund (Non-Departmental) 01-95-5607
\$131,461.

This expense will be offset by savings realized by replacing current Qwest analog service lines with 2 Primary Rate Interface (PRI) digital service connections, fax line reductions, Police call recording service reductions, and staff hour savings (these cost savings have been reflected in the FY2011/2012 Tentative Budget). [See Attachment F]



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

SITUATION AND ANALYSIS:

In March of 2000 the Town of Chino Valley purchased an Avaya Merlin Magix Integrated telecommunications system. This system has served the Town's telecommunications needs for several years. As the Town expanded and departments were relocated, some smaller, separate phone systems had to be purchased for departments such as the Court, Parks and Recreation and the Police department. While this was needed for proper telecommunications at the time, it also created disjointed telecommunications that often made it difficult for the public to be transferred between the various separate telephone systems.

With the recent remodel of the South Campus Town Hall facility, there is a need for another phone system to serve the telecommunications needs in this facility. This would create an even further disjointed telecommunications system requiring the public to call even more phone numbers to reach the departments and staff they need. Evaluations of our telecommunications needs to service the impending move to the South Campus revealed several additional limitations and inefficiencies in our current system.

The original telephone system, now being 11 years old, has for the past four years been in need of replacement. The current system has been classified as End-Of-Sale by Avaya since October 30th 2006 (see Attachment E). Currently the only way to obtain parts for the system is by parts recyclers that may or may not have the parts that you need. Additionally it is becoming difficult to secure professionals who can properly support the system and make modifications as the Town changes. With this being a mission-critical system in the service of the Town's customer base, the need for a new system has reached a point that it should not be delayed further.

Telecommunications technology has changed quite significantly since 2000 and is now converging with the data networks into what are called IP PBX or IP Telecommunication. Telecommunications solutions that can now provide a single unified telecommunications system that can service all departments within the Town utilizing the computer data networks. These IP PBX systems provide many benefits allowing IT professionals to effectively support telecommunications without the need for classic telephone support personnel.

Benefits from an IP PBX system will be realized first and foremost in the areas of improved customer and staff services. Unifying the telecommunications allows Town staff to quickly route calls to the appropriate staff member without requiring a citizen to redial an alternate number. Communications between staff will also be enhanced due to a singular extension dialing schema to reach any department within the Town. Integrations with email, chat, faxing and audio recording provide a means for information to be transported from telecommunications to the data network, further improving staff capabilities to carry out job functions.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 11

Another benefit of the IP PBX system is a lower operational cost creating a fast return on investment. The IP PBX systems use the data network wiring for communication. This feature lowers the maintenance requirements since the Town only needs to maintain the data network rather than the traditional phone wiring. This fact also reduces maintenance since phones can be moved around on the data network without changing any settings, easing the relocation of staff. The nature of IP PBX systems also provides a method to potentially lower long distance phone costs by utilizing Internet (VOIP trunks) to make these calls at fractions of the costs over traditional phone carriers. Integrated electronic faxing capabilities also provide a method to centralize and reduce the number of fax lines in service. Built-in call recording capabilities provide a means a realized cost savings by elimination of an existing service contract for call recording within the Police Department.

The Town of Chino Valley Management Information System (MIS) division along with input from Four-D LLC (approved by council March 8th 2011) has been researching IP telecommunications solutions to fulfill the needs of the Town now and into the future. Avaya was again selected as a highly recommended, stable telecommunications company that is now offering an IP PBX system that can fulfill the Town's needs.

Exhaustive comparisons have been done on purchasing options for the proposed system. Estimates provided by state contracted Avaya solutions providers were found to be more costly than purchasing the hardware and installation services separately. Based on this information, staff is recommending the phone system hardware be purchased separately from installation services. Hardware is to be purchased from CDWG, a cooperative purchasing vendor, and installation services be contracted thru Four D LLC.

RECOMMENDED MOTION:

Move to approve (1) the purchase of an Avaya IP Office 500 Communications System including all hardware, software, licensing in an amount not to exceed \$114,911 and (2) a professional services agreement with Four D LLC for installation services in an amount not to exceed \$16,550.

ATTACHMENTS:

- A – Avaya IP Office 500 System Hardware, Installation, and Consultation Costs
- B – Professional Services Agreement with Four D LLC, with Exhibit A
- C – Avaya End-Of-Sale Notice
- D – Town of Chino Valley IP PBX Cost Savings Analysis

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:



**TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT**

Item No. 11

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

Spencer Guest
Author

Cecilia Watts
Department Head

Vera J. Smith
Finance

Other: _____

Other: _____

Pending
Legal

Other: _____

Other: _____

Michael K. Scannell
Town Manager/Designee

ATTACHMENT "A"

Avaya IP Office 500 System Hardware Costs
Avaya IP Office 500 Installation and Consultation Costs

Avaya IP Office 500 Hardware Costs

Equipment Cost Estimates

Avaya IP Office 500 System Base System

TOTAL PRICE		\$87,474.96
--------------------	--	--------------------

Wireless Handset Units

TOTAL PRICE		\$5,925.60
--------------------	--	-------------------

Network Upgrade

TOTAL PRICE		\$12,235.82
--------------------	--	--------------------

Entire System SubTotal		\$105,636.38
-------------------------------	--	---------------------

Taxes		\$7,986.41
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Shipping		\$1,287.99
-----------------	--	-------------------

Estimated System Total Costs		\$114,910.78
-------------------------------------	--	---------------------

Coopertive Purchasing Vendors

Coopertive Purchasing Vendors	Contract #	Amount
CDWG, 1850 E. Northrop Blvd. Chandler, AZ 85286 - Mohave Cooperative Purchasing	10G-CDWG-1001	\$ 104,089.98
Dell Marketing L.P., One Dell Way Mail Stop 8708, Round Rock, TX 78682 - WSCA/NASPO-MN	827160	\$10,820.80

Avaya IP Office 500 Installation and Consultation Service Costs

Installation Cost Estimates

Avaya IP Office 500 System Base System

TOTAL COST			\$14,365.00
------------	--	--	-------------

Wireless Handset Units

TOTAL COST			\$1,025.00
------------	--	--	------------

Network Upgrade

TOTAL COST			\$1,160.00
------------	--	--	------------

Estimated System Total Costs			\$16,550.00
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ATTACHMENT "B"

Professional Services Agreement with Four D LLC and Exhibit A

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of July 12th, 2011, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town"), and Four D LLC.

RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the IP PBX Installation field.

AGREEMENT

NOW THEREFORE, the parties hereto, for good and adequate consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.
2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.
3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.
4. The term of this Agreement shall be from July 12th 2011 through the September 30th 2011 of installation of a new Avaya IP Office 500 PBX system and any ancillary equipment documented in Exhibit A. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than September 30th 2011. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding,

unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of Sixteen Thousand Five Hundred Fifty Dollars (\$16,550.00) for fees and costs for the complete performance of all services specified in Exhibit A using the hourly rates set forth in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within thirty (30) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

7. All original and/or sealed drawings, specification, and other work product prepared by the Consultant in connection with the services performed under this Agreement (the "Project") are instruments of service for this Project only and shall remain the property of the Town whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the Town or its agents or from their use for any purpose other than that for which they were intended and furnished. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the Town shall remain the property of the Town. They are not to be used on other work and, with the exception of this Agreement, are to be returned to the Town on request or at the completion of the services under this Agreement.

8. The Consultant hereby agrees to indemnify and hold harmless the Town, its departments and divisions, its employees and agents, for, from and against any and all claims, liabilities, expenses or lawsuits as a result of the Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or Consultant's agents. The Consultant further releases and discharges the Town, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the Town, from any and all claims which the Consultant has or may have against the Town, its agents or employees, arising out of or in any way connected with the Consultant's activities, other than those acts which occur due to the negligence of the Town, its employees or agents.

9. At Consultant's sole expense, the Consultant shall secure and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of insurance as follows:

(a) Comprehensive general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and accidental death; and One Million Dollars (\$1,000,000) per occurrence and aggregate for broad form property damage; with blanket contractual coverage, including, but not limited to, the liability assumed under the indemnification provisions of the Agreement.

(b) Products and completed operations insurance with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

(c) Professional liability insurance covering acts, errors, mistakes and omissions arising out of the services performed by Consultant under this Agreement, or any person employed by Consultant, with a minimum coverage limit of One Million Dollars (\$1,000,000) each claim.

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the Town, its agents, officers, officials and employees as additional insured. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage,

conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Consultant’s services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

11. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of a dispute arising from this Agreement, the parties hereby agree to submit to the jurisdiction of the Superior Court in the State of Arizona. The parties hereto further agree to waive any right to arbitration unless otherwise agreed to in a written amendment to this Agreement. Four D LLC further agrees that this provision shall be contained in all subcontracts related to the Project. Should any proceeding or litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party’s attorneys’ fees.

12. **General.**

(a) This Agreement is not intended to create any rights on behalf of any third parties.

(b) This Agreement has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies and performance. If any provision of this Agreement is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, all other terms and provisions of this Agreement shall remain in full force and effect as stated and set forth herein.

(c) This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Agreement.

(d) The parties acknowledge and agree that this Agreement shall not be construed for or against a party solely by virtue of all or any portion of the Agreement having been drafted by a party's attorney.

(e) In the event of a conflict or inconsistency between or among the following documents, the documents shall take priority in the following order: (1) this Professional Services Agreement; (2) Exhibit A attached hereto.

(f) The Consultant and the Town further agree that each will do or cause to be done such further acts and shall execute, acknowledge and deliver such further instructions as may be reasonably required by any of them to fully effectuate the Agreement contemplated herein.

(g) Any amendment to this Agreement shall be in writing and executed by each party hereto.

(h) This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

(i) Consultant may not assign any of Consultant's rights and duties under this contract without Town's prior written consent, which may be given or withheld in Town's sole discretion. Any assignment by Consultant without Town's written consent shall be null and void.

(j) This Agreement, and all of the rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

(k) Time is of the essence in this Agreement.

(l) Pursuant to A.R.S. § 38-511, the Town may cancel this Agreement, without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement. In addition to the right to cancel this Agreement, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town from any other party to the Agreement arising as a result of this Agreement.

(m) Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to Town that the Consultant and any of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to and including termination of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or Subcontractors’ employees who work on this Agreement to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the Subcontractors to ensure compliance with Consultant’s Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

Neither the Consultant nor any of the Subcontractors shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractors establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Consultant enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Under this Agreement, Consultant is deemed to be a Contractor as defined in the preceding sentence. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

(n) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the fifth day after mailing if mailed to the party to whom notice is being given, by first class

mail, registered or certified, postage prepaid, or (iii) on the day after mailing if mailed to the party to whom notice is being given, by overnight delivery by Federal Express, Airborne or United Parcel Service. Notice shall be sent:

To Town at: Town Manager
 Town of Chino Valley
 P O Box 406
 Chino Valley, AZ 86323

To Consultant at:

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective as of the day and year first above written.

Consultant:

_____, an Arizona _____
 By: _____

Town:

TOWN OF CHINO VALLEY

By: _____

APPROVED AS TO FORM

 MUSGROVE, DRUTZ & KACK, PC
 Town Attorney

ATTACHMENTS:

EXHIBIT A - Avaya IP Office 500 Detailed Installation and Consultation Costs

Avaya IP Office 500 Installation and Consultation Service Costs

Installation Cost Estimates

Avaya IP Office 500 System Base System				
Qty	Description		Labor Unit Cost	Subtotal
1	IP Office 500V2 control Unit (Includes Power Cord) (700476005)		\$150.00	\$150.00
1	IP500 Rack Mount Kit (700429202)		\$40.00	\$40.00
1	IP Office Advanced Edition (229424)		\$150.00	\$150.00
1	IPO 500 Mc VCM 64 (700417397)		\$0.00	\$0.00
1	IPO 500 Phone 8 (Analog Ports) (700417231)		\$150.00	\$150.00
1	IP OFFICE R7.0 USER/ADMIN DVD (700500928)		\$0.00	\$0.00
2	IP Office Power User (5 users) (229427)		\$150.00	\$300.00
2	IP Office Power User (1 user) (229426)		\$75.00	\$150.00
2	IP Office Customer Service Agent (5 users) (217651)		\$150.00	\$300.00
6	IPO 500 RFA Standard Networking Adds 4 Voice Networking Channels		\$75.00	\$450.00
1	IP Office Preferred VM Software (171991)		\$75.00	\$75.00
1	IPO IP500V2 System SD Card MU-Law (700479710)		\$0.00	\$0.00
2	IPO 500 Single T1/PRI (700417439)		\$150.00	\$300.00
4	IPO RFA T1/PRI License Adds 8 CH (215181)		\$0.00	\$0.00
4	Enables 3rd Party IP End Point for 1 End Station Point (174956)		75.00	\$300.00
1	16 Voicemail / Auto Attendant Ports (174462)		\$1,200.00	\$1,200.00
3	IPO License R6 Office AV IP Endpoint 20 (229447)		\$0.00	\$0.00
1	IPO License R6 Office AV IP Endpoint 5 (229445)		0.00	\$0.00
1	Contact Center Reporting / One X Portal Design		\$1,200.00	\$1,200.00
1	Miscellaneous hardware / cables		150.00	\$150.00
1	User / Administration Training Classes		\$1,200.00	\$1,200.00
1	Custom Database Design with Project Manager		600.00	\$600.00
1	Installation of complete IP Office system		\$1,200.00	\$1,200.00
1	First Year Parts Warranty		\$0.00	\$0.00
0	IP Phone 9630G Gray Gigabit handset		\$0.00	\$0.00
73	IP Phone 9640G Gray Gigabit handset (700419195)		\$75.00	\$5,475.00
4	IP 7000(SIP) Conference Room Telephone (2200-40000-001)		\$75.00	\$300.00
4	Dell PowerEdge R210 Server : VM Pro/Call Recording/Contact Center Reporting/One X Portal		\$150.00	\$600.00
1	Hot Swappable UPS 6000VA/4200Watt		\$75.00	\$75.00
TOTAL COST				\$14,365.00

Wireless Handset Units				
Qty	Description		Labor Cost Unit	Subtotal
4	AWTS 3645 Wireless Phone		\$75.00	\$300.00
4	AWTS DUAL CHGR 3641/3645 PWR SEP 700480932 MOQ 160		\$0.00	\$0.00
1	AWTS NETLINK AVPP 10 RHS Server		\$225.00	\$225.00
4	AWTS Battery Charger Power Supply Cord		\$0.00	\$0.00
1	AWTS AVPP Power Supply Global		\$0.00	\$0.00
5	Cisco Aironet 1142N		\$100.00	\$500.00
			\$20.00	\$0.00
			\$20.00	\$0.00
TOTAL COST				\$1,025.00

Network Upgrade				
Qty	Description		Labor Cost Unit	Subtotal
7	24-PORT 10/100/1000 Managed POE / QoS Data Switch		\$100.00	\$700.00
3	48-PORT 10/100/1000 Stackable Managed PoE / QoS Data Switch		\$100.00	\$300.00
8	Gigabit Ethernet SX Mini-GBIC SFP Transceiver		\$20.00	\$160.00
1	Installation / Configuration Labor			\$0.00
TOTAL COST				\$1,160.00

Estimated System Total Costs

\$16,550.00

ATTACHMENT "C"

Avaya End-Of-Sale Notice



End-of-Sale Notice

Notification Date: July 31, 2006
Effective Date: October 2, 2006
Subject: Notification of Availability & End-of-Sale date for the Avaya MERLIN MAGIX® Integrated System
Region: US, Canada CALA
Audience: Avaya Authorized Distributors and Business Partners (Canada, CALA); Avaya Direct Channel (US, Canada, CALA)

Summary

Since 1998, the MERLIN MAGIX® Integrated System platform has achieved considerable success in the SMB PBX market. Now that the market and many Avaya customers are moving to newer IP-oriented systems such as Avaya™ IP Office, it is important to set clear dates for the future availability of the MERLIN MAGIX product line, and the future End Of Sale date for MERLIN MAGIX.

MERLIN MAGIX will continue to be available for purchase from Avaya until September 30, 2006. **Beginning October 2, 2006 MERLIN MAGIX will no longer be orderable from Avaya.**

Work should commence with your customers to plan future purchases of MAGIX equipment, as well as transitioning to the Avaya IP Office platform, according to their current and planned future communication needs.

Compelling product and commercial migration options are available today to help MERLIN MAGIX customers migrate to the newer Avaya platforms, as shown below under "Migration Strategy".

This document outlines the logistics for this transition.

Transition Summary

- The MERLIN MAGIX product line will continue to be available from Avaya until **September 30, 2006**
- **Effective October 2, 2006, MERLIN MAGIX will no longer be available for sale.** The relevant order codes will be removed from price lists and associated order entry systems. Stock will be reserved to meet requirements for warranty returns and repairs
- Following standard Avaya product support and warranty guidelines, the products will be supported (tech support, bug fixes etc) for a minimum of 3 years
- Marketing collateral, web-site and BusinessPartner portal content will be modified to reflect this product transition



Migration Strategy

Customers have a choice about the direction they wish to take, and Avaya is able to offer a number of solutions that can meet varying customer requirements. These solutions will enable even the largest MERLIN MAGIX customer to grow their business:

1. **Stay with MERLIN MAGIX:** Many customers are happy with their MERLIN MAGIX systems and don't want to change. Avaya is committed to providing "product" support for an additional three (3) years after the End of Sale date and Avaya Global Services will continue with "services" support (if a maintenance contract has been purchased). Customers can retain their installed system for the foreseeable future.
2. **Migrate to Avaya IP Office:** Customers have the option to migrate their existing MERLIN MAGIX system to Avaya IP Office. Migration to IP Office can be done by replacing the MAGIX carrier and processors with an IP Office unit. Customers using 44xx terminals can migrate the installed base to IP Office (see Figure 1), but MLX and ETR sets must be replaced with either 44xx sets or 54xx sets. The following 44xx sets are compatible with **IP Office Release 1.0 or later**:

Code	Description
108199019	4406D+ 6-Button Digital Telephone (White)
108199027	4406D+ 6-Button Digital Telephone (Black)
108199043	4412D+ 24-Button Digital Telephone (White)
108199050	4412D+ 24-Button Digital Telephone (Black)
108199076	4424D+ 24-button Digital Telephone (White)
108199084	4424D+ 24-button Digital Telephone (Black)
108199407	4450 Direct Station Selector Console (White)
108199696	4450 Direct Station Selector Console (Black)

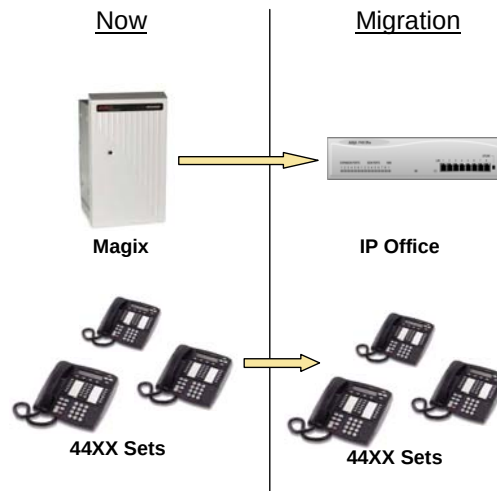


Figure 1 – Migrating MERLIN MAGIX with 44xx Sets to Avaya IP Office



Migrating to IP Office gives customers access to a wealth of new applications, features and functionality – such as IP connectivity, conferencing and a contact center solution integrated with Microsoft® CRM – that will enhance productivity, customer service and business efficiency. Coupled with an Avaya Maintenance Agreement, customers benefit from guaranteed priority response for on-site support, unlimited service calls, emergency service plans, IP Office application software upgrades as well as a host of other value-added entitlements.

Open CTI (Computer Telephony Integration) enables integration with 3rd party applications to further enhance the IP Office solution and enable best of breed solutions to be proposed. MERLIN MAGIX and IP Office application development takes place within the same R & D team, customers who move from MERLIN MAGIX to IP Office will see a high degree of commonality in usage and look and feel in certain key applications, protecting the user experience and minimizing the need for re-training.

Customers may have already considered competitive offers from other vendors who operate in this space. The MERLIN MAGIX migration options & offers will help protect and defend the installed customer base by providing a clear upgrade path from their current Avaya MERLIN MAGIX to a new Avaya platform.

For details of the complete range of Avaya products, service and migration options for MERLIN MAGIX, please contact your local Avaya representative.

Discontinued Material Codes

From October 2, 2006, the following MERLIN MAGIX material codes will no longer be available for sale:

Code	Description	End-of-Sale Date
103336	MER II AND MERLIN MAIL CMS ALERT INTF	September 30, 2006
105026	MER LEG MAIL R1 4 TO 6PT	September 30, 2006
115628	MER LEG/MAGIX TSAPI W/NT DRIVER	September 30, 2006
120380	LEGEND R3 C.U.	September 30, 2006
159426	MER MSGR 2.5 UK PER PORT RTU	September 30, 2006
167356	MER MSGING 2PT LICENSE CARD PKG OF 50	September 30, 2006
167357	MER MSGING 4PT LICENSE CARD PKG OF 50	September 30, 2006
167358	MER MSGING 6PT LICENSE CARD PKG OF 50	September 30, 2006
167359	MER MSGING 8PT LICENSE CARD PKG OF 50	September 30, 2006
167360	MER MSGING 10PT LICENSE CARD PKG OF 50	September 30, 2006
167361	MER MSGING 12PT LICENSE CARD PKG OF 50	September 30, 2006
167396	MER MSGING DSP INTGR CKT PKG OF 220	September 30, 2006
167398	MER MSG LAB MAINTEN SUPPORT	September 30, 2006
182447	MER MODEL	September 30, 2006
105213201	GEN 129B FREQ	September 30, 2006
105311401	MER LEG CKT MOD 400 TIE 517A14 4PT	September 30, 2006
105736474	MER LEG CKT MOD MULTIFUNC 540A1	September 30, 2006
106215155	MER LEG CKT MOD 517A27 STANDARD	September 30, 2006



106227093	KIT-D182357 PARTS 7318H0*	September 30, 2006
106496573	SFTW-INTEG SOL2 3-1/2 I1*	September 30, 2006
106520331	CORD M4BJ MDLR 14FT 4CO	September 30, 2006
106555451	TRANSFORMER ELEC CKT 2746A	September 30, 2006
106819220	MER LEG CKT MOD 800 LS W/DTD 517B4	September 30, 2006
106876287	SFTW-UNIX SPM RELEASE 2.*	September 30, 2006
107007122	MER LEG EXP UNIT 403H WALL	September 30, 2006
107793275	MER LEG PWR UNIT 391C1 110/220	September 30, 2006
107831851	CM-517A37 BASE MODULE FO*	September 30, 2006
107831893	MER LEG MAIL EXP CARD 2PT	September 30, 2006
107831935	MER LEG MAIL CKT MOD 517A43 - 6PT	September 30, 2006
107886624	MER LEG SFTW PROG 555640144 SPM UNIX	September 30, 2006
107910093	MER LEG DOC 555-640-200 ISS 2	September 30, 2006
108001108	CM-517G33 PROC ML 8*	September 30, 2006
108029489	CD MEM-10E6 ROM 4MB 200N*	September 30, 2006
108108044	MER LEG MAIL CKTMOD 517A43007 R1 6PT	September 30, 2006
108303264	MER LEG DOC CUST REF PAPER 555-661-100	September 30, 2006
108333634	MER MAG CKT MOD 400 EMTIE 617D14 4PT	September 30, 2006
108333642	MER LEG CKT MOD 617A49	September 30, 2006
108333667	MER MAG CKT MOD 016 MLX 617A54 16PT	September 30, 2006
108333725	MER MAG CKT MOD 008 MLX 617C21 8PT	September 30, 2006
108382615	MER LEG CKT MOD 008MLX 517B21A 8PT	September 30, 2006
108404484	MER LEG R1/R2 TO R6.1 UPG KIT	September 30, 2006
108404641	MER LEG ADU INTF KIT	September 30, 2006
108491358	MER MSGING BKUP & LIC CARD 12H1 2PTS	September 30, 2006
108491366	MER MSG BKUP & LIC CARD 12H2 4PTS	September 30, 2006
108491374	MER MSG BKUP & LIC CARD 12H3 6PT	September 30, 2006
108491382	MER MSGING BKUP & LIC CARD 12H4 8PTS	September 30, 2006
108508938	MER LEG PWR UNIT-491D1	September 30, 2006
108513649	MER MAG CKT MOD E1 75OHM 617P15 30PT	September 30, 2006
108513953	MER MAG CKT MOD 800 GS/LS-ID 617D31	September 30, 2006
108514092	MER LEG CPU W/HOUSING 617S33	September 30, 2006
108514183	MER MAG CKT MOD 016 T/R 617F34 16PT	September 30, 2006
108514258	MER MAG CKT MOD 800 NI BRI 617C35	September 30, 2006
108514423	MER MAGIX TDL CKT MOD412 617B52 16PT	September 30, 2006
108514498	MER MAGIX CKT MOD016 ETR 617B56 16PT	September 30, 2006
108514522	MER MAG CKT MOD 024 TDL 617B58 24PT	September 30, 2006
108541343	MER LEG CLAMSHELL HOUSING	September 30, 2006
108562851	MER LEG CKT MOD 617A49 ML	September 30, 2006
108574377	MOD CKT 617R33-ML	September 30, 2006
108574427	MER LEG EXP UNIT CUEXP1 KIT 110/220	September 30, 2006
108588468	MER LEG/MAG 10A4 PCMCIA BKUP CARD	September 30, 2006
108588518	MER MAGIX CONTROL UNIT R1.0 PROC KIT	September 30, 2006
108588542	MER MAGIX CU CARRIER KIT 403L	September 30, 2006
108588567	MER MAG EXP UNIT KIT	September 30, 2006
108638388	MER MSG UPG KIT 1.1.9 701A	September 30, 2006
108650383	MER MAGIX 800LS CKTMOD 617E4/71 8PTS	September 30, 2006
108650391	MER MAGIX R2 MFC CKT MOD 617D16(28)	September 30, 2006
108668633	MER MAGIX BASIC CARRIER/28 INTL 403L	September 30, 2006
108668658	MER MAGIX R1.0I EXP CARR (28) INTL	September 30, 2006
108679531	MER MSGING BKUP & LIC CARD 12H5 10PT	September 30, 2006
108679549	MER MSGING BKUP & LIC CRD 12H6 12PTS	September 30, 2006
108679770	MER MSGING DOC & GUI CD ROM 585-323-201	September 30, 2006
108727439	MER MAGIX R1.0I 110V PWR CORD	September 30, 2006
108731670	MER MAGIX R1.0I PRC KIT KX-PR1-01V60	September 30, 2006
108816729	MER MAIL CD MEM-12K1 FLASH 1MB	September 30, 2006



108816737	MER MAIL CD MEM-12K2 FLASH 1MB	September 30, 2006
108816778	MER MAIL CD MEM-12K6 FLASH 1MB	September 30, 2006
108829383	MER MAG CKT MOD 408 MLX 617F29 12PT	September 30, 2006
108850454	MER MSGING DAS ONLY PCMCIA CARD	September 30, 2006
403693252	RESISTOR WP90033L1 56.2 TP CL1	September 30, 2006
405729955	TRNG MER II FM2 VIDEO	September 30, 2006
406143925	MER LEG II COUPLER/CPE MUSIC	September 30, 2006
407170927	MER MAIL HI R7.5 PKG 2PT	September 30, 2006
407241926	PAKG-MM-2PT H3 R3.0 M*	September 30, 2006
407470764	CARD-MM DSP RC DSP LN *	September 30, 2006
407581933	CLASSIC MAIL PKG 4PT	September 30, 2006
407799808	MER LEG ESC INSTL TRNG DOC	September 30, 2006
407799816	TRNG MER LEG ESC CERTIFICATION 2 DAYS	September 30, 2006
408078681	MER LEG MAIL 2 TO 4 PT EXP KIT	September 30, 2006
408078707	MER LEG MAIL 2 TO 6 PT EXP KIT	September 30, 2006
408214625	MER LEG ESC SFTW PPD MTCE 1 YR (INI)	September 30, 2006
408214633	MER LEG ESC SFTW PPD MTCE 2 YR (INI)	September 30, 2006
700156516	MER MAGIX PWR SUPP 491E1	September 30, 2006
700181878	CKT MOD 617U34 ML	September 30, 2006
700181886	CKT MOD 617U34-ML	September 30, 2006
700210909	MER MAG CKT MOD 100DS1 617T15 24PT	September 30, 2006
700210917	MER LEG SFTW UPG TO R7.0 V11ML70-E6	September 30, 2006
700228489	MER LEG R7.0 DOC AND WINSPM CD ROM R7	September 30, 2006
700229073	MER MAGIX R1.0I W/WINSPM R7 CD ROM	September 30, 2006
700230659	MER MAG CKT MOD 800 DID 617H20 8PT	September 30, 2006
700230667	MER MAG CKT MOD 008 OPT 617F28 8PT	September 30, 2006
700253545	MERLIN MAGIX R4.0 CTI LINK	September 30, 2006
700262207	MER MAG 4 MB PCMCIA BLANK CARD	September 30, 2006
700306665	MER MAG PROCESSOR KIT R4.0	September 30, 2006
700306673	MER MAG PROC KIT R4.0 PLASTIC CARR	September 30, 2006
700306681	MER MAG R4.0 UPG CARD	September 30, 2006
700306699	MER MSGING R4.0 CKT MOD 617E49	September 30, 2006
700306723	MER MAG R4.0 CD DOC WINSPM R9 SFTW	September 30, 2006
700313612	MER MSGING CD DOC R4.0 & APPL FILES	September 30, 2006
700316128	DEVCONNECT SM BUS INTERACTION CTR SFTW	September 30, 2006
700329303	MER MSGING R4.0 UPG CARD	September 30, 2006
848556148	MER MAG/PAR ACS BACKBOARD	September 30, 2006
900732488	NUT 8-32 HCETW Z/Y	September 30, 2006

DeveloperConnect

Many of the applications developed for Merlin MAGIX by Avaya's DeveloperConnect Partners are available on the Avaya IP Office platform with some exceptions:

Vendor	Application Name
DuVoice	VS Ensemble (Magix 2.1)
Interactive Northwest	Socket Magix (Magix 2.1)
Multi-Tech Systems, Inc.	MultiVOIP (Magix 2.1)
TASKE	Voice Toolbox (Magix 2.1)
TASKE	Taske Tool (Magix 2.2)

These applications may continue to be offered by the Avaya DeveloperConnect Partners. Please contact the appropriate vendor for details. Additional information is available from the Avaya DeveloperConnection web site: <http://devconnect.avaya.com/public/search/setup.do>



Schedule

Advance notification of End-of-Sale	July 31, 2006
End-of-Sale (last orders subject to availability)	September 30, 2006
Product discontinued	October 2, 2006
Minimum Period of Product Support Availability after End-of-Sale	3 Years
Services Support (Avaya Global Services)	Ongoing

Minimum Period of Product Support Availability

The minimum period of product support available represents the minimum period of time after the product End-of-Sale date. Avaya will make available support for the product per the Avaya Manufacturer Support Commitment.

Support may be extended past that period at the discretion of Avaya Global Services, BusinessPartners or other service providers. For additional information concerning long-term support please contact your service provider.

Training Availability

All MAGIX Training will continue through September 30, 2006. After September 30, 2006, the following courses will no longer be available via the Avaya Learning Center:

- AVA00152WEN - MERLIN MAGIX Basic Product and Sales Training
- AVA00152AEN - MERLIN MAGIX Basic Product and Sales Training Assessment
- BSS160V2 - MERLIN MAGIX Integrated Network Access Sales
- BSS160BA - MERLIN MAGIX Integrated Network Access Sales (Assessment)

From September 30, 2006 through December 31, 2006, the following courses will still be available via the Avaya Learning Center:

- AVA00153WEN - Basic MERLIN MAGIX Installation and Maintenance Training
- AVA00153AEN - Basic MERLIN MAGIX Installation and Maintenance Training Assessment
- AVA00154WEN - Advanced MERLIN MAGIX Installation and Maintenance Training
- AVA00154AEN - Advanced MERLIN MAGIX Installation and Maintenance Training Assessment

After December 31, 2006, no further MERLIN MAGIX sales and technical training will be offered.

Avaya Global Services will continue to offer on-line maintenance process training which is available from the Avaya Learning Center free of charge. This Avaya University course provides an overview of the process for quoting and contracting Avaya maintenance and is designed to facilitate a basic understanding of the offers available.

- AVA00466WEN - ServiceStarter Maintenance



Service and Warranty

Avaya will continue to honor previously executed enhanced warranty, post-warranty and service contracts in accordance with the terms of those agreements.

Avaya is not responsible for any maintenance commitments or product support made by BusinessPartners or other service providers.

Avaya Services Offers:

<http://support.avaya.com/japple/css/japple?PAGE=avaya.css.OpenPage&temp.template.name=ServicesOffers>

Avaya Manufacturer's Product Support Policy:

http://support.avaya.com/Support_Policy

Avaya Global Services Offers

Avaya Global Services is the largest service provider of IP Office in the small and medium business market nationwide. Whatever support your customers may require – from professional consulting and system design to ongoing product support and management – Avaya Global Services has a solution. Our extensive portfolio includes offers tailored to the needs and budget of small and medium-size businesses.

An Avaya service protection plan provides the assurances that customers deserve including:

- Guaranteed priority response for on-site support during business hours.
- Unlimited service calls
- Emergency Service Plan – basic service in 24 hours or less, priority queuing for a permanent replacement system (conditions apply).
- IP Office application software upgrades, with remote technician troubleshooting and delivery of software maintenance corrections/new releases.
- Expedited replacement parts, with next-business-day delivery – and with the price for parts and labor/installation included.
- Smart dispatch – only qualified technicians for the specific solution
- Power Surge Protection – covering parts and labor (restrictions apply)
- Unlimited live Help Line support.
- On-line product correction notifications
- Around the clock online service via the Customer Support Web Site
- Priority service and preferred rates for out-of-hours on-site service and any other additional support requested
- Access to Tier IV product development resources (as needed).
- Additional maintenance options:
 - Unlimited Remote Administration
 - Subsequent Online Training
 - Wire Maintenance Coverage

Speak with your Distributor Representative or your Avaya Account Manager today for more information on the value of an Avaya Maintenance Agreement. BusinessPartners can also contact the BusinessPartner Care Center at 800-225-0266 for additional support. Avaya Global Services brochures supporting the small and medium business market can be located on the Avaya Enterprise Portal.

Avaya implementation support also provides a competitive advantage to small and medium business customers. Call your Distributor Representative to learn the advantages of working with Avaya Global Services for your installation and network assessment requirements on Avaya IP



Office. In addition, the Avaya Service Center can support BusinessPartner implementation requirements at 866-282-9266.

Additional Information

If you have questions or would like more information about Avaya products, please contact your local authorized Avaya representative or visit one of the Avaya on-line resources shown above.

If you have questions or would like more information about Avaya SMBS services, information on Avaya Global Services is available via the Avaya Enterprise Portal.



Appendices

Contacts

Product Marketing Manager	Mark Massingham	908-953-8547	massingham@avaya.com
Product Manager	Rich DeFabritus	908-953-6165	defabritus@avaya.com
Pre Sales Technical Support		888-297-4700	technictr@avaya.com
Post Sales Technical Support	Contact your Distributor		
Technical support (Warranty, T&M, Maintenance)	Avaya Global Technical Services (GTS) organization	BusinessPartners 877-295-0099 Customers 800-628-2888	http://support.avaya.com
Maintenance Service Support	BusinessPartner Care Center	800-225-0266	
Pre-sales service support (offers, processes, Maintenance Pricing Tool support)	Avaya Technology & Consulting Group	888-297-4700 Please specify "Services" when prompted	atac@avaya.com Please include "SMBS Services" in your subject line.
Implementation Support	Avaya Service Center	866-282-9266	Pre-scheduled installation service (chargeable) 866-282-9266. 24-hour installation Rescue Me Service (chargeable) 877-295-0099.
Avaya University			http://www.avaya-learning.com/

ATTACHMENT "D"

Town of Chino Valley IP PBX Cost Savings Analysis

Town of Chino Valley IP PBX Cost Savings Analysis

If the Town moved to a new IP PBX telecommunication system there are significant savings that can be realized in several areas. Information below details the cost analysis of the expected cost savings for the Town on the new system.

The current Town telephone system uses 45 analog telephone connections to the various phone systems in use. With the move to an IP PBX system these analog connections could be migrated to 2 Primary Rate Interface (PRI) digital Qwest connections providing the same amount of voice connections at a much lower monthly cost.

Qwest Yearly Phone Service Expenditure Comparison

		Cost/yr
Existing	Town-wide Qwest Phone and Fax Lines (45 Analog Voice and Fax Lines)	\$ 31,649.40
Proposed	Town-wide Qwest Phone and Fax Lines (2 PRI Digital Trunk Lines)	\$ 10,140.00
Yearly Savings		\$ 21,509.40
Monthly Savings		\$ 1,792.45

Enhanced features built-in to the IP PBX also provide a means to reduce operational costs. Built-in Call recording in the new system will allow the Police department to completely eliminate an annual support cost for the current Gocerco call recording system. In addition the new system will also provide conference bridge capabilities allowing the Town to save costs over using Qwest conference bridging services.

Police Department Call Recording Cost Savings

		Cost/yr
Existing	Police Call Recording – Gocerco Recording System	\$ 1,380.00
Proposed	Call Recording Built-in to new IP PBX	\$ 0
Yearly Savings		\$ 1,380.00
Monthly Savings		\$ 115.00

Conference Bridge Cost Savings

		Cost/yr
Existing	Qwest Conference Bridge Costs	\$ 295.97
Proposed	Conference Bridge Built-in to new IP PBX	\$ 0
Yearly Savings		\$ 295.97
Monthly Savings		\$ 26.90

Additional cost savings can be realized just in the administrative processing of the Qwest service bills and the telephone line maintenance and relocations. Consolidation of some 12 phone bills into a single Qwest bill will save Public Works and Finance department staff time when processing these bills. Ongoing maintenance and movement of phone lines will be reduced due to the easier management of the IP PBX system using the Town's data network.

Qwest Phone Service Bill Processing

		Staff Hours/yr	Cost
Existing	Qwest Bill Staff Processing (~12 different bills to verify)	12 hrs/yr	\$ 240.00
Proposed	Qwest Bill Staff Processing (1 bill to verify)	1 hr/yr	\$ 20.00
Yearly Savings			\$ 220.00
Monthly Savings			\$ 18.33

Based on averaged salaries to \$20.00/hr for phone bill processing

Yearly Phone Line Maintenance and Movement

		Staff Hours/yr	Cost
Existing	Phone Line Maintenance and Movement	23.5 hr/yr	\$ 587.50
Proposed	Phone Line Maintenance and Movement	10 hr/yr	\$ 250.00
Yearly Savings			\$ 337.50
Monthly Savings			\$ 28.12

Based on Phone Tech salary of \$25.00/hr

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 12

SITUATION AND ANALYSIS:

On July 12, 2011, after a public hearing, the Town of Chino Valley Council adopted Resolution No. 11-962, adopting the annual statements and estimates of expenses of the Chino Valley, Arizona Street Lighting Improvement Districts (SLIDs).

Following the Public Hearing, the Town Council (as the approving body) must adopt a resolution ordering an ad valorem tax for the three Chino Valley Street Lighting Improvement Districts.

RECOMMENDED MOTION:

Move to adopt Resolution No. 11-964, ordering that an ad valorem tax be fixed, levied and assessed on the assessed value of all real and personal property within the boundaries of each Street Lighting Improvement District in amounts specified in the filed Statements and Estimates; and providing for certified copies of this Resolution and Order to be delivered to the Yavapai County Board of Supervisors and the Arizona Department of Revenue; and providing that this Resolution shall be effective after its passage and approval according to law.

ATTACHMENTS:

Resolution No. 11-964 with Fiscal Year 2011-2012 annual statements and estimates of the expenses of the Chino Valley Street Lighting Improvement Districts

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

_____ Author	<u>Vera J. Smith</u> _____ Department Head	<u>Vera J. Smith</u> _____ Finance
_____ Other:	_____ Other:	_____ Legal
_____ Other:	_____ Other:	<u>Michael K.Scannell</u> _____ Town Manager/Designee

RESOLUTION NO. 11-964

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2011-2012 FOR THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT 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 necessary to pay the annual expenses of said districts; and

WHEREAS, the Mayor and Council of the Town of Chino Valley, having adopted annual statements and estimates of expenses of municipal Street Lighting Improvement Districts as the final budget for each district for fiscal year 2011-2012, after a public hearing on the statements and estimates was held on July 12, 2011; and

WHEREAS, the County of Yavapai is the assessing and collecting authority for the Town of Chino Valley, the Town is required to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of Yavapai County, Arizona by the third Monday in August;

NOW, THEREFORE, BE IT RESOLVED that for each street lighting improvement district listed on the attached Schedule of Estimated Assessments, a tax rate sufficient to provide funds for the annual expenses of each street lighting improvement district within the Town of Chino Valley, as listed in the attached Schedule, is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution or any part of the Code adopted herein by reference, are hereby repealed.

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 26th day of July, 2011.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, P.C.
Town Attorney

TOWN OF CHINO VALLEY, ARIZONA
Street Light Improvement Districts

Schedule of Estimated Assessments
Fiscal Year 2011 - 2012

Prepared By: Vera Smith

			A	B	C	D (B – C)	E	F (A + D + E)
Co. Dist. No.	Town ID No.	Town ID Name	2009/2010 Difference on Expenses vs. Levy	2010/2011 Estimated Actual Expenses	2010/2011 Levy Request	2010/2011 Difference on Expenses vs. Levy	2011/2012 Projected Expenses	2011/2012 Levy Request
13004	CVSLID1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$163	\$1,858	\$1,852	\$6	\$1,862	\$2,031
13005	CVSLID2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 84	\$ 955	\$ 946	\$9	\$ 957	\$1,050
13006	CVSLID3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 73	\$ 867	\$ 858	\$9	\$ 869	\$ 951

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

☒ Regular Meeting ☐ Special Meeting ☐ Other _____

MEETING DATE: July 26, 2011 TIME: 6:00 P.M.

SUBMITTING DEPARTMENT: Public Works/Engineering

CONTACT PERSON: Ron Grittman, P.E. PHONE: (928) 636-7140

☐ Presentation Only ☐ Report Only ☐ Consent Estimated
☒ Action-Presentation ☐ Action ☐ Executive Length of Staff
Presentation: 5 min.

ITEM LOCATION:

The Chino Valley Fire District building, addressed as 238 N. State Route 89 and a portion of Assessor's Parcel No. 306-01-019F located on the Northwest corner of Perkinsville Road and Santa Fe Trail which is located on the Town's Old Home Manor Property.

PROPOSED AGENDA ITEM:

Consideration and possible action to direct staff regarding the pursuit of a land exchange between property owned by the Town of Chino Valley at Old Home Manor and the Chino Valley Fire District at 238 N. State Route 89.

FISCAL IMPACT? No If Yes, Budget Code: _____ Available: \$ _____

FUNDING:

TYPE OF DOCUMENT(S) FOR CONSIDERATION:

None



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

SITUATION AND ANALYSIS:

On May 10, 2011, the Town Council authorized staff to develop an appraisal of property owned by the Chino Valley Fire District at 238 N. State Route 89, parcel number APN 306-01-019F, and a comparable sized piece of Old Home Manor Property north of the intersection of Perkinsville Road and Santa Fe Trail. Berghold Ag Services was secured for the appraisals. Attached are the executive summaries from the appraisals.

The Chino Valley Fire District property is 0.5 acres in size and is valued at \$138,000. The Old Home Manor Property is valued at \$40,000 per acre. In order to create a value for value swap of property, this equates to a 3.45 acre of Old Home Manor property. The Fire District has expressed a desire to obtain a total of 5.0 acres. This would equate to additional dollars from the Fire District to the Town of Chino Valley in the amount of \$62,000 for the additional land.

Over the past several months, town staff has been working with the Chino Valley Fire District and the City of Prescott Utilities Department, regarding the construction of a 200' tower located at Chino Valley's wastewater treatment plant. The tower is needed by the Chino Valley Utilities Department to provide better line of sight communications between utility structures and other communication towers. The Chino Valley Fire District needs better communication between their Chino Valley stations and their Paulden stations. The City of Prescott Utilities Department needs better communication between the Center Street facility and their tank located at Pioneer Parkway.

The estimated cost on a 200' tower is approximately \$100,000.00. Prescott Utilities has proposed to offset their proportionate share of the tower by contributing a self contained building estimated at a value \$40,000.00. Because the Town has a need for additional line of sight communication systems, the additional value of \$62,000 for the additional 1.55 acres of Old Home Manor property could be offset by the Chino Valley Fire District paying the entire cost of the communications tower.

RECOMMENDED MOTION:

Move to authorize Town staff to develop an agreement between the Town of Chino Valley and the Chino Valley Fire District for a land exchange between APN 306-01-019F and 5.0 acres of Old Home Manor Property, as a no cash deal to the greatest extent possible.

ATTACHMENTS:

Executive Summary of Reports Numbered 11-006 and 11-007



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Item No. 13

PERTINENT DOCUMENTS AVAILABLE UPON REQUEST:

Appraisal Reports Numbered 11-006 and 11-007

SIGNATURES OF SUBMITTING AND/OR AFFECTED OFFICERS:

<u>Ron Grittman, P.E.</u> Author	<u>Ron Grittman, P.E.</u> Department Head	<u>Vera J. Smith</u> Finance
Other: _____	Other: _____	<u>Sharon Sargent-Flack</u> Legal
Other: _____	Other: _____	<u>Michael K. Scannell</u> Town Manager/Designee



Bergthold Ag Services
1577 Prescott View Place
Prescott, AZ 86301
Email: basglb@cableone.net

June 17, 2011

Mr. David Nicolella, Associate Planner
Town of Chino Valley
PO Box 406
Chino Valley, AZ 86323

Subject: Summary Appraisal Report of a 40-Acre Property Located in Chino Valley,
Yavapai County, Arizona. Report Number 11-006.

Dear Mr. Nicolella:

In accordance with your request and authorization, I have completed my investigation and appraisal of the 40 acres of land vested in the Town of Chino Valley located on the northwest corner of East Perkinsville Road and Santa Fe Trail, just east of the Town of Chino Valley, Arizona. The legal description of the subject 40 acres is identified as Assessor's Parcel Number 306-01-019F.

The appraisal assignment is to determine the Market Value of the Town of Chino Valley property on a per acre basis as of May 28, 2011, which was also the date of inspection. This Summary Report was prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser hereby acknowledges that he has the appropriate education and experience to complete this assignment in a competent manner.

The following value conclusion is subject to certain assumptions and limiting conditions set forth in the body of this report. My conclusion of value is as follows:

MARKET VALUE OF THE SUBJECT - \$40,000 PER ACRE

This letter itself is not the appraisal, but merely serves to transmit the appraisal report that follows. The subsequent pages describe the subject property, the information upon which the values have been made, an analysis of the data and the valuations concluded. This report consists of 30 consecutively numbered pages, including the addendum cover page.

Respectfully submitted,

Gordon L. Bergthold
Certified General Real Estate Appraiser
Certificate Number 31210



Bergthold Ag Services
P.O. Box 12635
Prescott, AZ 86304
Email: basglb@cableone.net

June 22, 2011

Mr. John Ginn, Fire Chief
Town of Chino Valley
PO Box 264
Chino Valley, AZ 86323

Subject: Appraisal Report Chino Valley Fire District's Property, Chino Valley, Yavapai County, Arizona. Report Number 11-007

Dear Chief Ginn:

In accordance with your request and authorization, I have completed my investigation and appraisal of the property located at 238 North Highway 89 in Chino Valley, Arizona. The Assessor's Parcel Number is 306-23-058 according to the Yavapai County Assessor's Office data.

The appraisal assignment is to determine the Market Value of the subject property as of June 20, 2011, also the date of inspection. This Summary Appraisal Report was prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser hereby acknowledges that he has the appropriate education and experience to complete this assignment in a competent manner.

The following value conclusion is subject to certain assumptions and limiting conditions set forth in the body of this report. My conclusion of value is as follows:

Market Value of the Subject Property - \$138,000

This letter itself is not the appraisal, but merely serves to transmit the appraisal report that follows. The subsequent pages describe the subject property, the information upon which the values have been made, an analysis of the data and the valuations concluded. This report consists of 32 consecutively numbered pages, including the addendum cover page.

Respectfully submitted,

Gordon L. Bergthold
Certified General Real Estate Appraiser
Certificate Number 31210